



## **AGENDA**

### **REGULAR MEETING OF THE CAPE CORAL CHARTER SCHOOL GOVERNING BOARD**

**Tuesday, May 9, 2023**

**City of Cape Coral Council Chambers**

**5:30 PM**

**1. CALL TO ORDER**

A. Chairman Dr. Guido Minaya

**2. MOMENT OF SILENCE:**

A. Chairman Dr. Guido Minaya

**3. PLEDGE OF ALLEGIANCE:**

A. Chairman Dr. Guido Minaya

**4. ROLL CALL:**

A. Dr Guido Minaya, Dr Melissa Rodriguez Meehan, Mykeisha Atisele, Kristifer Jackson, Keith Long, District 6, Karen Michaels, Cathy Stout. Parent Representatives: Jennifer Hoagland, OHS/SAC, Jose Soto, OES

**5. APPROVAL OF MINUTES:**

A. Request for Approval of the Minutes of the Regular Governing Board Meeting on Tuesday, April 11, 2023.

**6. APPROVAL OF AGENDA REGULAR MEETING:**

A. Request for Approval of the Agenda for the Regular Governing Board Meeting on May 9, 2023

**7. PUBLIC COMMENT:**

A. Public Comment is limited to three(3) minutes per individual; 45 minutes total comment time.

**8. CONSENT AGENDA:**

A. Request for Approval of the Cape Coral Charter School General Personnel Recommendations January 2023 - April 2023 -

Superintendent Jacquelin Collins

- B. Request for Approval of the Cape Coral Charter School Authority General Personnel Transfer of Assistant Principal, Oasis High School to Assistant Principal, Oasis Middle School - Superintendent Collins
- C. Request for Approval of the Cape Coral Charter School Authority General Personnel Transfer of Assistant Principal, Oasis Middle School to Assistant Principal, Oasis High School - Superintendent Collins
- D. Request for Approval of the Cape Coral Charter School Authority Regular Governing Board Meetings School Year 2023-2024 - Superintendent Jacquelin Collins

**9. SUPERINTENDENT REPORT:**

- A. Jacquelin Collins, Superintendent, Oasis Charter Schools

**10. CITY MANAGER REPORT:**

- A. Mark Mason, Director of Finance, City of Cape Coral
- B. Presentation of The Cape Coral Charter School Financial Management Policies - 2023

**11. CHAIRMAN REPORT:**

- A. Acknowledgement of the Performance Evaluation of the Superintendent of Oasis Charter Schools the Period of May 3, 2022 - May 1, 2023 - Vice Chair Melissa Rodriguez Meehan

**12. FOUNDATION REPORT:**

- A. Gary Cerny, Foundation President

**13. STAFF COMMENT:**

- A. No Activity

**14. UNFINISHED BUSINESS:**

- A. No Activity

**15. NEW BUSINESS:**

- A. Request for Approval of the Cape Coral Charter School Authority Wellness Policy School Year 2023-2024 - Caroline Moreno Sterling, Interim Food Service Manager
- B. Request for Approval of the Purchase of a Multi-Function School Activity Bus from Master's Transportation, Incorporated, Utilizing the TIPS-Lead Agency Department of Texas Region 8 Education Service Center Contract # 230204, in the Amount of \$126,000; and Authorize the Superintendent of The City of Cape Coral Charter School Authority, The City of Cape Coral Oasis Charter Schools to Execute the Purchase Order and all Related Documents - Wanda Roop, Procurement Manager, City of Cape Coral



- C. Request for Approval to Enter into a 63-month Lease Agreement with Canon Solutions America, Incorporated ("CSA"), Utilizing the OMNIA Partners, Public Section Cooperative Purchasing Program - Lead Agency University of California Contract # 2020002755, for the Lease of Copier Equipment and Uniflow Software Systems for the Cape Coral Charter School Authority and City of Cape Coral Oasis Charter Schools for a Total Lease Amount of \$263,136 (annual amount of \$51,264); and Authorize the Superintendent of the City of Cape Coral Charter School Authority, and the City of Cape Coral Oasis Charter Schools for the lease and all related documents after the Approval of the Cape Coral City Council - Wanda Roop, Procurement Manager, City of Cape Coral
- D. Request for Approval of Modifications to the General Job Description of the Cape Coral Charter School Authority Bookkeeper - Amy Brown, Human Resources Manager, City of Cape Coral
- E. Request for Approval of Modifications to the General Job Description of the Cape Coral Charter School Authority School Secretary - Amy Brown, Human Resources Manager, City of Cape Coral

**16. FINAL BOARD COMMENT AND DISCUSSION:**

**17. TIME AND DATE OF NEXT MEETING**

- A. The next Regular Governing Board Meeting will be held on Tuesday, June 13, 2023 at 5:30p.m. at Oasis High School- Cafeteria, 3519 Oasis Blvd., Cape Coral 33914

**18. ADJOURNMENT:**

Members of the audience who address the Board/Commission/Committee shall step up to the speaker's lectern and give his/her full name, address and whom he/she represents. Proper decorum shall be maintained at all time. Any audience member who is boisterous or disruptive in any manner to the conduct of this meeting shall be asked to leave or be escorted from the meeting room.

In accordance with the Americans with Disabilities Act and S.S. 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact the Office of the City Clerk whose office is located at City Hall, 1015 Cultural Park Boulevard, Florida; telephone number is 1-239-574-0411, at least forty-eight (48) hours prior to the meeting for assistance. If hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TDD) or 1-800-955-8700 (v) for assistance.

In accordance with Florida Statute 286.0105: any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

|                      |                      |
|----------------------|----------------------|
| <b>Item Number:</b>  | <b>1.A.</b>          |
| <b>Meeting Date:</b> | <b>5/9/2023</b>      |
| <b>Item Type:</b>    | <b>CALL TO ORDER</b> |

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Chairman Dr. Guido Minaya

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**Item Number: 2.A.**

**Meeting Date: 5/9/2023**

**Item Type: MOMENT OF SILENCE:**

## **AGENDA REQUEST FORM**

City Of Cape Coral Charter School Authority

**TITLE:**

Chairman Dr. Guido Minaya

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**Item Number: 3.A.**

**Meeting**  
**Date:** 5/9/2023

**Item Type:** PLEDGE OF  
ALLEGIANCE:

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School  
Authority

**TITLE:**

Chairman Dr. Guido Minaya

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

|                      |                   |
|----------------------|-------------------|
| <b>Item Number:</b>  | <b>4.A.</b>       |
| <b>Meeting Date:</b> | <b>5/9/2023</b>   |
| <b>Item Type:</b>    | <b>ROLL CALL:</b> |

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Dr Guido Minaya, Dr Melissa Rodriguez Meehan, Mykeisha Atisele, Kristifer Jackson, Keith Long, District 6, Karen Michaels, Cathy Stout. Parent Representatives: Jennifer Hoagland, OHS/SAC, Jose Soto, OES

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**Item Number: 5.A.**

**Meeting**

**5/9/2023**

**Date:**

**Item Type: APPROVAL OF MINUTES:**

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School  
Authority

**TITLE:**

Request for Approval of the Minutes of the Regular Governing Board Meeting on Tuesday, April 11, 2023.

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

**Description**

▯ GB MINUTES APRIL 11 2023

**Type**

Backup Material



# GOVERNING BOARD MINUTES

## *Regular Meeting*

### City of Cape Coral Charter School Authority Governing Board

City of Cape Coral Council Chambers 1015 Cultural Park  
Blvd., Cape Coral, FL 33990  
Tuesday, April 11, 2023

#### 1. Call to Order

Chairman Dr. Guido Minaya

A Regular Meeting of the City of Cape Coral Charter School Authority Governing Board of Lee County, Florida, met on Tuesday, April 11, 2023 at City of Cape Coral Council Chambers, 105 Cultural Park Blvd., Cape Coral, FL 33990. Chair Minaya called the meeting to order at 5:31p.m.

#### 2. Moment of Silence

Chair Minaya

#### 3. Pledge of Allegiance to the Flag of the United States of America

Chair Minaya

#### 4. Roll Call

Chair Minaya, Vice Chair Melissa Rodriguez Meehan, Mykisha Atisele, Kristifer Jackson, Keith Long, District 6. Parent Representative: Jennifer Hoagland, OHS/SAC

Absent and Excused: Campbell, Long, Saiz

Also Present: Jacquelin Collins, Superintendent

Elizabeth Cannon, Assistant Principal, OHS

Tim Loughren, Assistant Principal, OHS

Donnie Hopper, Principal, OMS

Dr Brianne Romano, Assistant Principal OMS

Marybeth Grecsek, Principal, OES

Carrie Abes, Assistant Principal, OES  
Kevin Brown, Principal, OEN  
Mark Moriarty, Assistant City Attorney  
Crystal Feast, Deputy Finance Director, CCC  
Andrea Clark, Senior Accountant, CCC  
Damon Grant, Public Works/Facilities Project, CCC  
Gary Cerny, Foundation President  
Amy Pawlowski, Educator, OMS

**5. Approval of Minutes**

*Motion made by Member Rodriguez Meehan, Second by Member Jackson to Approve the Minutes of the Charter School Authority Regular Governing Board Meeting held on Tuesday, March 14, 2023. Unanimous. Motion Carried*

**6. Approval of Regular Agenda Meeting**

*Motion made by Member Atisele, Second by Member Jackson to move Item 13A and Item 13B, to Item 9A and Item 9B, and Approve the Balance of the Regular Governing Board Meeting Agenda, on Tuesday, April 11, 2023 as presented. Unanimous. Motion Carried*

**7. Public Comment**

Alyssa Troy, Educator, Oasis High School, gave her opinion on how students and teachers will be effected if the high school switches from a block to period schedule.

Felix Kiley, Parent, Oasis Charter Schools, praised the charter schools for their "amazing teachers and staff, which is what makes [our] kids so happy and great."

**8. Consent Agenda**

*Motion made by Member Jackson, Second by Member Rodriguez Meehan to Approve the Consent Items as Presented. UNANIMOUS*

*8A. "Request for Approval of the Cambridge University AICE Curriculum and Assessments Program Invoice June 2023 GCE AS & A Level, ADIP in the Amount of \$119,670.40 - Superintendent Collins*

*8B. "Request for Approval of the Oasis Charter Schools Add Pay Codes School Year 2023-2024" - Superintendent Collins*

*Vice Chair Rodriguez Meehan asked if the bilingual add pay was sufficient and how often is the service requested and provided?*

*Superintendent Collins said services are requested intermittently and between the four schools there is sufficient coverage to serve campus needs.*



9. Superintendent's Report - 9C

- ITEEA CONF: The Oasis Team traveled to Minneapolis and learned about other STEM systems and instructional improvement.
- OASIS HIGH SCHOOL PRINCIPAL SEARCH: Candidates have been interviewed and narrowed down to three individuals. The plan is to make an offer, and a hire by the end of April.
- CULTURAL PARK HOME THEATER: Next year Oasis Charter Schools will have a home theater at Cultural Park. The partnership will include providing rehearsal space and technical support for school productions, as well as marketing.
- TRANSPORTATION: Oasis will have 5 new buses on the road by April 17<sup>th</sup>.

9D: Discussion of Proposed Oasis High School Shift from a Block to a Period Schedule. Presentation by Patrick Missaoui, Educator, Oasis High School. (Powerpoint)

10. City Manager's Report

Crystal Feast, Deputy Director of Finance

- CSA Budget Workshop will be held on Tuesday, May 9, 2023 at 4:30 p.m. in City Council Chambers. If necessary, a second workshop is tentatively scheduled for June 13, 2023.
- Damon Grant, Interim Director Public Works: Discussed progress of the OEN Portables project and miscellaneous.

11. Chairman's Report

Report on meeting with Mayor Guenther regarding Service Level Agreements between the City departments and the Charter School Authority. The understanding is that the service agreements are not bound or contained in an Ordinance, i.e., Chapter 26, but departments are still developing agreements.

Minaya is a member of the Hurricane Ian Recovery Taskforce. His team focuses on Education and Workforce Development. He would like the Oasis Charter Schools to develop a wish list of projects that need financial support in case there are any funding opportunities and/or large grants the charter school system is eligible to receive. Minaya will share more details and information when available.

Acknowledged two new governing board members, Karen Michaels and Cathy Stout, who will be joining other members during the Budget Workshop and Regular Governing Board Meeting on Tuesday, May 9, 2023, at 4:30 p.m., in City Council Chambers.

12. **Foundation Report**

*Gary Cerny, Foundation President*

- Lighthouse Awards dinner - April 21 all are invited.
- The Foundation will be adopting Oasis Blvd for a day of clean-up and student/family volunteerism.

13. **Staff Comment**

13A. Oasis Elementary South Chrous - *"Alladin"* Showcase.

13B. Oasis Middle School "Making For Good" Teddy Bear Project - Overview of STEM Innovation Project that transforms ordinary teddy bears into constant glucose monitoring (CGM) devices that support individuals with Type I diabetes.

14. **Unfinished Business**

No Activity

15. **New Business**

No Activity

16. **Final Board Comment and Discussion**

**MINAYA:** Congratulated OES chorus on their *Alladin* presentation. He's very impressed and proud of the *Making For Good* teddy bears and hopes that more hospitals and patients can benefit from them. Congratulated ITEEA team for representing Oasis Charter Schools so well. He is interested in the high school principal search and hopes that interviews are successful and we have some very good candidates.

**RODRIGUEZ MEEHAN:** She is very happy the modulars are back on track. Meehan would like a block vs period update as discussions progress. The Spring Fling was wonderful and she enjoys Oasis events that bring the community together. Rodriguez Meehan wants an update on the *Making For Good* bear project and is very proud that students are becoming intentional.

**ATISELE:** She is very proud and impressed with the *Making For Good* teddy bears project. She would like an update on the block v period discussion including stakeholder input from the students and parents/guardians before any significant changes happen. Atisele enjoyed the OES *Alladin* presentation and is so proud of our talented students.

**JACKSON:** Glad to hear the superintendent has been returned to the weekly City Director Meetings. He thinks it's great to see students showing ownership and empathy with projects like *Making For Good*, which benefits everyone. Jackson would like an update on the block v period decision and shareholder/parent input.

**LONG:** No Comment

**17. Time and Date of Next Meeting**

The next Regular Governing Board Meeting will be held on Tuesday, May 9, 2023 at 5:30p.m., at Oasis Elementary South - Cafeteria, 3415 Oasis Blvd., Cape Coral, FL 33914

**18. Adjournment**

The Governing Board Regular Meeting adjourned at 7:13 p.m.

Respectfully Submitted,

Kathleen Paul-Evans

Charter School Authority Board Secretary

---

Secretary

---

Date of approval

|               |                                     |
|---------------|-------------------------------------|
| Item Number:  | 6.A.                                |
| Meeting Date: | 5/9/2023                            |
| Item Type:    | APPROVAL OF AGENDA REGULAR MEETING: |

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School  
Authority

**TITLE:**

Request for Approval of the Agenda for the Regular Governing Board Meeting on May 9, 2023

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

|  |
|--|
| <b>Item Number:</b> 7.A.<br><b>Meeting Date:</b> 5/9/2023<br><b>Item Type:</b> PUBLIC COMMENT: |
|--|

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Public Comment is limited to three(3) minutes per individual; 45 minutes total comment time.

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

|                                   |
|-----------------------------------|
| <b>Item Number: 8.A.</b>          |
| <b>Meeting Date: 5/9/2023</b>     |
| <b>Item Type: CONSENT AGENDA:</b> |

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of the Cape Coral Charter School General Personnel Recommendations  
January 2023 - April 2023 - Superintendent Jacquelin Collins

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

| <b>Description</b>           | <b>Type</b>     |
|------------------------------|-----------------|
| ▯ GENERAL PERSONNEL MAY 2023 | Backup Material |



## OASIS CHARTER SCHOOLS PERSONNEL MANAGEMENT

**January 01, 2023 – May 01, 2023**

| NAME                    | STATUS                           | POSITION  | LOCATION     |
|-------------------------|----------------------------------|---|--------------|
| Dr Christina Britton    | Resignation 04/03/23             | Principal   | Oasis High   |
| Jackie Corey            | New Hire 07/01/23<br>Anticipated | Principal   | Oasis High   |
| Elizabeth Cannon        | Transfer 07/01/23<br>Anticipated | Assistant Principal,<br>Oasis High to<br>Assistant Principal,<br>Oasis Middle | Oasis Middle |
| Dr Brianne Lopez Romano | Transfer 07/01/23<br>Anticipated | Assistant Principal,<br>Oasis Middle to<br>Assistant Principal,<br>Oasis High | Oasis High   |
| Debra Moyer             | New Hire 04/03/23                | Paraprofessional II   | Oasis Middle |
| Teresa Finis            | Promotion 04/10/23               | Substitute Teacher to<br>Receptionist   | Oasis South  |
| Angel DeMoss            | New Hire 04/18/23                | Office Assistant  | Oasis South  |
| Ana Arias               | Demotion 03/06/23                | Substitute Food Service<br>Worker   | Oasis Middle |
| Alicia Pappalardo       | New Hire 03/13/23                | Substitute Teacher  | Oasis South  |
| Melanie Maldonado       | Demotion 03/16/23                | Office Assistant to<br>Substitute<br>Paraprofessional                         | Oasis South  |
| Danielle Fitzsimmons    | New Hire 03/27/23                | Teacher   | Oasis South  |

| NAME              | STATUS             | POSITION   | LOCATION          |
|-------------------|--------------------|--|-------------------|
| Paige Hendrix     | New Hire 02/06/23  | Teacher  | Oasis South       |
| Gerald Harrington | New Hire 02/13/23  | Substitute Teacher                               | Oasis South       |
| Michelle Plakosh  | New Hire 02/13/23  | Substitute Teacher                               | Oasis High        |
| Susan Johnson     | Promotion 02/21/23 | Paraprofessional to<br>Receptionist              | Oasis High School |
| Charles Cipriani  | Rehire 02/13/23    | Substitute Teacher                               | Oasis Middle      |
| Emma DeStefano    | New Hire 02/27/23  | Substitute Teacher                               | Oasis South       |
|                   |                    |  |                   |
| Brandy Cox        | New Hire 01/09/23  | Teacher  | Oasis South       |
| Wendy Slager      | New Hire 01/18/23  | Teacher  | Oasis South       |
| Lisa Ferrara      | Promotion 01/30/23 | Office Receptionist to<br>Information Specialist | Oasis High        |
| Lora Bernard      | New Hire 01/30/23  | Long-term Substitute                             | Oasis North       |
|                   |                    |  |                   |

[illegible]



**Item Number: 8.B.**  
**Meeting Date: 5/9/2023**  
**Item Type: CONSENT AGENDA:**

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of the Cape Coral Charter School Authority General Personnel Transfer of Assistant Principal, Oasis High School to Assistant Principal, Oasis Middle School - Superintendent Collins

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

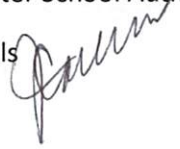
**ATTACHMENTS:**

| <b>Description</b>              | <b>Type</b>     |
|---------------------------------|-----------------|
| ▢ GEN PERSONNEL TRANSFER CANNON | Backup Material |



## MEMORANDUM

TO: All Governing Board Members, City of Cape Coral Charter School Authority

FROM: Jacquelin Collins, Superintendent, Oasis Charter Schools 

DATE: May 1, 2023

SUBJECT: Oasis Charter Schools - Administrative Transfer, Policy 1130, Sec. 1000  
**Administrative Transfer From: Assistant Principal, Oasis High School**  
**To Administrative Assignment: Assistant Principal, Oasis Middle School**

---

### BACKGROUND:

In accordance with the recommendations outlined in NEOLA Policy 1130, Section 1000, this memorandum is to inform you that I intend to transfer **Elizabeth Cannon** in her current capacity as Assistant Principal, Oasis High School, to Assistant Principal, Oasis Middle School, effective School Year 2023-2024.

### RECOMMENDATION:

Elizabeth (Lisa) Cannon has been a charter school employee for more than 12 years. Because of her dedication and passion, over time she has been promoted from classroom teacher, to guidance counselor, to assistant principal.

By design, one of our strategic plan goals is educator investment. The plan is to identify, coach, and mentor educator leads from within. It is obvious, Ms. Cannon is a prime candidate for this initiative.

Consequently, a building transfer will provide Lisa with the opportunity to expand and extend her professional educator's portfolio. For example, Lisa will be able to strengthen her administrator skills under the excellent coaching and support of Principal Hopper, and the current team of principals.

Therefore, after careful consideration and discussion with Lisa, I am requesting the Governing Board's approval to transfer Ms. Cannon from Assistant Principal, Oasis High School, to Assistant Principal, Oasis Middle School, with the intention that her continued employment with Oasis Charter Schools will keep our system talented, diverse, and robust.

Cc: Amy Brown, Human Resources Manager, Oasis Charter Schools

|              |  |
|--------------|--|
| Book         | Policy Manual  |
| Section      | 1000 Administration  |
| Title        | APPOINTMENT, ASSIGNMENT, TRANSFER, AND PROMOTION OF ADMINISTRATORS |
| Code         | po1130   |
| Status       | Active   |
| Adopted      | April 12, 2016   |
| Last Revised | February 9, 2021   |

### **1130 - APPOINTMENT, ASSIGNMENT, TRANSFER, AND PROMOTION OF ADMINISTRATORS**

The Governing Board believes that the appropriate placement of qualified and competent staff is essential to the success of the Authority.

#### **Appointment and Assignment**

The Superintendent shall submit written recommendations with regard to the appointment and assignment of administrators for Board action.

The Board shall act not later than three (3) weeks following the receipt of FSA scores and data, including school grades, or June 30th, whichever is later, on the Superintendent's nominations of supervisors, principals, and members of the instructional staff.

In accordance with State law, the Board may reject the Superintendent's recommendations for initial appointment and assignment, or re-appointment and assignment, for good cause.

The Board authorizes the Superintendent to temporarily reassign employees when the Superintendent determines that it is in the employee's and/or School District's best interest(s).

#### **Promotion and Transfer**

Pursuant to State law, the Superintendent's primary consideration in recommending an individual for promotion must be the individual's demonstrated effectiveness pursuant to F.S. 1012.34.

When need be, the Superintendent shall submit written recommendations with regard to the promotion or transfer of administrative staff for Board action.

In accordance with State law, the Board may reject the Superintendent's recommendation for the transfer or promotion of an administrative staff member for good cause.

#### **Required Reporting**

The Superintendent must annually notify the parent of any student who is assigned to a school with an administrator having two (2) consecutive annual performance evaluation ratings of unsatisfactory, two (2) annual performance evaluation ratings of unsatisfactory within a three (3) year period, or three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory. The Superintendent shall also comply with all other reporting requirements set forth in State law.

|                                   |
|-----------------------------------|
| <b>Item Number:</b> 8.C.          |
| <b>Meeting Date:</b> 5/9/2023     |
| <b>Item Type:</b> CONSENT AGENDA: |

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of the Cape Coral Charter School Authority General Personnel Transfer of Assistant Principal, Oasis Middle School to Assistant Principal, Oasis High School - Superintendent Collins

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

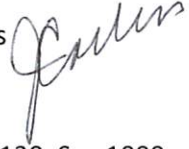
**ATTACHMENTS:**

| <b>Description</b>      | <b>Type</b>     |
|-------------------------|-----------------|
| ▯ TRANSFER LOPEZ ROMANO | Backup Material |



## MEMORANDUM

TO: All Governing Board Members, City of Cape Coral Charter School Authority

FROM: Jacquelin Collins, Superintendent, Oasis Charter Schools 

DATE: May 1, 2023

SUBJECT: Oasis Charter Schools - Administrative Transfer, Policy 1130, Sec. 1000  
**Administrative Transfer From: Assistant Principal, Oasis Middle School**  
**To Administrative Assignment: Assistant Principal, Oasis High School**

---

### BACKGROUND:

In accordance with the recommendations outlined in NEOLA Policy 1130, Section 1000, this memorandum is to inform you that I intend to transfer **Dr. Brianne Lopez-Romano** in her current capacity as Assistant Principal, Oasis Middle School, to Assistant Principal, Oasis High School, effective School Year 2023-2024.

### RECOMMENDATION:

During her annual performance evaluation, Dr. Lopez-Romano was given high scores for her performance, innovation, and quality outcomes. Furthermore, she has the respect of her fellow administrators, as well as the teachers, staff, and families throughout the Oasis charter school system.

Because Brianne has consistently demonstrated excellent leadership characteristics, as well as developed innovative educator training and coaching, I am requesting the Governing Board's approval to transfer her from Assistant Principal, Oasis Middle School to Assistant Principal, Oasis High School, so that she may continue to provide Oasis teachers and staff with highly effective teaching strategies that align with our strategic plan goals.

Cc:

Amy Brown, Human Resources Manager, Oasis Charter Schools  
Donnie Hopper, Principal, Oasis Middle School

|              |  |
|--------------|--|
| Book         | Policy Manual  |
| Section      | 1000 Administration  |
| Title        | APPOINTMENT, ASSIGNMENT, TRANSFER, AND PROMOTION OF ADMINISTRATORS |
| Code         | po1130   |
| Status       | Active   |
| Adopted      | April 12, 2016   |
| Last Revised | February 9, 2021   |

### **1130 - APPOINTMENT, ASSIGNMENT, TRANSFER, AND PROMOTION OF ADMINISTRATORS**

The Governing Board believes that the appropriate placement of qualified and competent staff is essential to the success of the Authority.

#### **Appointment and Assignment**

The Superintendent shall submit written recommendations with regard to the appointment and assignment of administrators for Board action.

The Board shall act not later than three (3) weeks following the receipt of FSA scores and data, including school grades, or June 30th, whichever is later, on the Superintendent's nominations of supervisors, principals, and members of the instructional staff.

In accordance with State law, the Board may reject the Superintendent's recommendations for initial appointment and assignment, or re-appointment and assignment, for good cause.

The Board authorizes the Superintendent to temporarily reassign employees when the Superintendent determines that it is in the employee's and/or School District's best interest(s).

#### **Promotion and Transfer**

*Pursuant to F.S. 1012.34*

Pursuant to State law, the Superintendent's primary consideration in recommending an individual for promotion must be the individual's demonstrated effectiveness pursuant to F.S. 1012.34.

When need be, the Superintendent shall submit written recommendations with regard to the promotion or transfer of administrative staff for Board action.

In accordance with State law, the Board may reject the Superintendent's recommendation for the transfer or promotion of an administrative staff member for good cause.

#### **Required Reporting**

The Superintendent must annually notify the parent of any student who is assigned to a school with an administrator having two (2) consecutive annual performance evaluation ratings of unsatisfactory, two (2) annual performance evaluation ratings of unsatisfactory within a three (3) year period, or three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory. The Superintendent shall also comply with all other reporting requirements set forth in State law.

**Item Number:** 8.D.  
**Meeting Date:** 5/9/2023  
**Item Type:** **CONSENT AGENDA:**

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of the Cape Coral Charter School Authority Regular Governing Board Meetings School Year 2023-2024 - Superintendent Jacquelin Collins

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

| <b>Description</b>         | <b>Type</b>     |
|----------------------------|-----------------|
| ▢ GB MEETINGS SY 2023-2024 | Backup Material |



## **CITY OF CAPE CORAL CHARTER SCHOOL AUTHORITY**

### **GOVERNING BOARD REGULAR MEETINGS 2023-24**

**All City of Cape Coral Charter School Authority Governing Board Regular Meetings are held at 5:30P.M., in Cape Coral City Council Chambers, at 1015 Cultural Park, Blvd., Cape Coral, FL 33990, unless otherwise noticed.**

### **Regular Meeting Dates School Year 2023-24**

| <b>Meeting Date</b> | <b>Location</b>  |
|---------------------|--|
| August 15, 2023     | Cape Coral City Council Chambers   |
| September 12, 2023  | Oasis Elementary North – Cafeteria, 2817 SW 3 <sup>rd</sup> Lane, Cape Coral, FL 33991 |
| October 17, 2023    | Cape Coral City Council Chambers   |
| November 14, 2023   | Cape Coral City Council Chambers   |
| December 12, 2023   | Oasis Middle School - Cafeteria, 3507 Oasis Blvd., Cape Coral, FL 33914                |
| January 16, 2024    | Cape Coral City Council Chambers   |
| February 13, 2024   | Oasis Elementary South – Cafeteria, 3415 Oasis Blvd., Cape Coral, FL 33914             |
| March 12, 2024      | Cape Coral City Council Chambers   |
| April 9, 2024       | Cape Coral City Council Chambers   |
| May 14, 2024        | Oasis High School – Cafeteria, 3519 Oasis Blvd., Cape Coral, FL 33914                  |
| June 11, 2024       | Cape Coral City Council Chambers   |
| <b>JULY 2024</b>    | <b>RECESS</b>  |
| August 13, 2024     | Cape Coral City Council Chambers   |



|               |                        |
|---------------|------------------------|
| Item Number:  | 9.A.                   |
| Meeting Date: | 5/9/2023               |
| Item Type:    | SUPERINTENDENT REPORT: |

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School  
Authority

**TITLE:**

Jacquelin Collins, Superintendent, Oasis Charter Schools

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**Item Number: 10.A.**

**Meeting**  
**Date:** 5/9/2023

**Item Type:** CITY MANAGER  
REPORT:

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School  
Authority

**TITLE:**

Mark Mason, Director of Finance, City of Cape Coral

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**Item Number: 10.B.**

**Meeting**  
**Date:** 5/9/2023

**Item Type:** CITY MANAGER  
REPORT:

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School  
Authority

**TITLE:**

Presentation of The Cape Coral Charter School Financial Management Policies - 2023

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

| <b>Description</b>                    | <b>Type</b>     |
|---------------------------------------|-----------------|
| ▯ FINANCIAL MAMANGEMENT POLICIES 2023 | Backup Material |

# **CAPE CORAL CHARTER SCHOOL AUTHORITY**

## **FINANCIAL MANAGEMENT POLICIES**

As stewards of public funds, the Cape Coral Charter School Authority (CCCSA) must ensure the proper handling of finances, utilize best practices, and deliver high quality services by providing an overarching outlook to guide the CCCSA, thereby preserving the integrity and financial sustainability of the organization.

The financial integrity and sustainability of the CCCSA is of utmost importance and adopting a set of financial management policies is a key element of this goal. The financial management principles and policies outlined in this document set forth the basic framework for the overall fiscal management of the CCCSA. This document contains financial policies that shall govern the CCCSA's financial management. Detailed policy direction is set forth in separate policy documents as described herein.

The financial management policies will be reviewed and updated as necessary but will be comprehensively evaluated at least every five years.

Background: The City of Cape Coral Charter School Authority was created by Ordinance 41-04 on April 12, 2004, for the purpose of operating and managing, on behalf of the City of Cape Coral, all charter schools for which a charter is held by the City. The powers, duties and responsibilities of the Authority are established in Chapter 26 of the City of Cape Coral Code of Ordinances and are exercised through the Cape Coral Charter School Authority Governing Board and its Charter School Authority Superintendent. The CCCSA is sponsored by Lee County School District and is subject to the financial accounting requirements of the Florida Department of Education Financial and Program Cost Accounting and Report for Florida Schools also known as the Red Book.

### **BUDGET MANAGEMENT**

Policy #1 Structurally Balanced Budget. The CCCSA shall commit to and develop and maintain a structurally balanced budget, whereby current revenues equal current expenditures for the current and forecasted years, to support the high-quality services provided to students consistent with the needs of the CCCSA.

1. The CCCSA shall adopt a one-year budget pursuant to Florida Department of Education policy.
2. The CCCSA shall prepare a one-year budget and a two-year forecast.
3. Expenditures should be managed to create a positive cash balance (surplus) at the end of the fiscal year.

- Policy #2 Revenue estimates for annual budget purposes should be conservative.
- A. Charter School State Shared Revenue's should be budgeted at 99% of the State Department of Education estimates.
  - B. Capital Outlay (PECO) funding shall be budgeted using estimates provided by the Florida Department Education.
- Policy #3 Charter School administration expenditures shall be budgeted in each school budget on a per student basis.
- Policy #4 The Charter School Authority will not fund ordinary and continuing charter school expenses with temporary or non-recurring revenue sources.
- Policy #5 The Cape Coral Charter School Authority shall develop policies and procedures for preparing the annual operating and capital budget, budget amendments, and transfer authority within each school's funds.

## **OPERATING MANAGEMENT**

- Policy #6 The Charter School Authority shall maintain insurance policies designed to adequately protect from loss due to property damage or liabilities of the Charter School in accordance with Lee County School Board limits. The Charter School Authority shall maintain General Liability, Property Liability, Public Officials Errors & Omissions, and School Board Legal Liability insurance with limits of \$3,000,000 and no deductible. The Charter School Authority will also maintain statutory Workers' Compensation and Employer's Liability, with a \$1,000,000 limit each and no deductible as well as Automobile Liability/Physical Damage insurance with a \$1,000,000 liability limit, zero deductible and a \$1,000 physical damage deductible.
- Policy #7 The Charter School Authority shall develop policies and procedures for the collection of any funds due to the Charter School Authority for any charges levied by the Authority for services provided by the Authority.
- Policy #8 The Cape Coral Charter School Authority recognizes uncollectible revenue at the time the funds are dishonored by the originator's financial institution. A collection letter is mailed within two (2) business days. After 30 days, collection efforts are considered to be exhausted. Any collectible greater than \$25.00 is referred to a designated collection agent and written off.
- Policy #9 Excess funds associated with the Cape Coral Charter School Authority Lunch Program that have a positive balance of less than \$5.00 may be receipted into the school lunch fund, where the school lunch program funds are maintained. If a positive balance greater than \$5.00 exists, the parent or guardian shall be notified by mail and given the opportunity of receiving a refund within 30 days. If no response is received within 90 days, the account will be closed and funds no longer available.

Unclaimed balances will be transferred to the school lunch program where funds are maintained. These funds will be detailed for the City of Cape Coral and forwarded to the Florida Treasure Chest as part of unclaimed property reporting.

## **DEBT AND TREASURY MANAGEMENT**

- Policy #10 Pursuant to Chapter 26, the Charter School Authority shall request the issuance of debt through the City of Cape Coral.
- Policy #11 Pursuant to Chapter 26, Cape Coral Code of Ordinances, the Cape Coral Charter School Authority shall follow the City of Cape Coral's investment policy. The City of Cape Coral Director of Financial Services and the Cape Coral Charter School Authority's Superintendent are responsible for the oversight of investments.

## **ACCOUNTS MANAGEMENT & FINANCIAL PLANNING**

- Policy #12 Accounting systems shall be maintained in order to facilitate financial reporting in conformance with Generally Accepted Accounting Principles (GAAP) of the United States as promulgated by Government Accounting Standards Board (GASB). The Charter School Authority shall adhere to the Financial & Program Cost Accounting & Reporting for Florida Schools (The Red Book) promulgated by the Florida Department of Education.
- Policy #13 An annual financial audit shall be prepared in conformance with Florida state law and the Charter School Contracts approved by the Lee County School District.
- Policy #14 Financial systems shall be maintained in a manner that provides for the timely monitoring and reporting to the Lee County School District of assets, liabilities, expenditures, revenues, and performance metrics on a monthly and ongoing basis.
- Policy #15 The Cape Coral Charter School Authority shall prepare a six-year replacement program for books, laptop computers, furniture, and other long-lived assets funded by the Authority.

## **FUND DESIGNATIONS**

- Policy #16 A General Fund and Internal Funds shall be maintained in accordance with the Financial and Program Cost Accounting and Reporting for Florida Schools promulgated by the Florida Department of Education.

## **FUND BALANCE**

Policy #17 The Charter School Authority shall maintain, at a minimum, an unassigned fund balance in its operating fund equal to 5% of the annual expenditures. (This was approved by the CS Governing Board on 4/9/19).

Policy #18 Cape Coral Charter School Authority will have a Fund Balance Policy as follows:

### **A. DEFINITIONS**

*FUND BALANCE* - As defined by the Governmental Accounting, Auditing and Financial Reporting of the Government Finance Officers Association, fund balance is "The difference between assets and liabilities reported in a governmental fund."

*NON-SPENDABLE FUND BALANCE* – Amounts that are (a) not in spendable form or (b) legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted to cash (such as inventories and prepaid amounts) and items such as the long-term amount of loans and notes receivable, as well as property acquired for resale. The corpus (or principal) of a permanent fund is an example of an amount that is legally or contractually required to be maintained intact.

*RESTRICTED FUND BALANCE* – Amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

*COMMITTED FUND BALANCE* – Amounts that can be used only for the specific purposes determined by a formal action of the CCCSA Board, the CCCSA's highest level of decision-making authority. Commitments may be changed or lifted only by the CCCSA taking the same formal action that imposed the constraint originally.

*ASSIGNED FUND BALANCE* – Portion that reflects a government's intended use of resources. Such intent has to be established by the Finance Director. Includes spendable fund balance amounts established by management of the CCCSA that are intended to be used for specific purposes that are neither considered restricted nor committed.

*UNASSIGNED FUND BALANCE* – Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

*UNRESTRICTED FUND BALANCE* – The total of committed fund balance, assigned fund balance, and unassigned fund balance.

*RESERVATIONS OF FUND BALANCE* – Reserves established by CCCSA Governing Board (committed fund balance) or CCCSA management (assigned fund balance).

## **B. RESERVATIONS OF FUND BALANCE (GENERAL FUND)**

### **a. COMMITTED FUND BALANCE**

The Charter School Authority hereby establishes the following committed fund balance reserves in the General Fund:

- a. Textbooks - The Textbooks reserve fund balance is established to fund the replacement of textbooks every four years spreading the costs equally over time at 25% per year of the forecasted cost of textbooks at the time of replacement.
- b. Student laptop computer reserve – The school-by-school student laptop computer reserve fund balance is established to replace student laptop computers at each school every four years spreading the costs equally over time at 25% per year to ensure funds are available for the forecasted cost of student laptop computers at the time of replacement.
- c. Information Technology equipment reserve - The information technology equipment reserve fund balance is established to replace information technology at each school every seven years spreading the costs equally over time to ensure funds are available for the forecasted cost of information technology equipment at the time of replacement.
- d. Playground equipment - The playground equipment reserve fund balance is established to replace the playground equipment at the North and South Elementary Schools every ten years spreading the costs equally over time to ensure funds are available for the forecasted cost of playground equipment at the time of replacement.

### **2. ASSIGNED FUND BALANCE**

The Charter School Authority hereby establishes the following assigned fund balance reserves in the General Fund:

Assignment to Subsequent Year's Budget - The subsequent year's budget fund balance reserve shall consist of any encumbrances owing and in process at fiscal year as well as a portion of existing unassigned and/or committed fund balance to be applied toward the use of one-time non-recurring expenditures, in the case of the use of unassigned fund balance, or the use of a committed fund balance reserve appropriated for its intended use.



Policy #19 The Cape Coral Charter School Financial Policies shall be reviewed annually and approved annually as part of the budget approval process.

|  |
|--|
| <b>Item Number:</b> 11.A.<br><b>Meeting Date:</b> 5/9/2023<br><b>Item Type:</b> CHAIRMAN REPORT: |
|--|

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Acknowledgement of the Performance Evaluation of the Superintendent of Oasis Charter Schools  
the Period of May 3, 2022 - May 1, 2023 - Vice Chair Melissa Rodriguez Meehan

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

| <b>Description</b>          | <b>Type</b>     |
|-----------------------------|-----------------|
| ▣ SUPER EVAL FINAL MAY 2023 | Backup Material |



## CITY OF CAPE CORAL CHARTER SCHOOL

### SUPERINTENDENT'S PERFORMANCE EVALUATION 2023

**SUPERINTENDENT'S NAME:** Ms. Jacquelin Collins

**GOVERNING BOARD CHAIRMAN**

Dr. Guido Minaya

**GOVERNING BOARD VICE-CHAIRMAN**

Dr. Melissa Rodriguez Meehan

**REVIEW PERIOD**

May 3, 2022 – May 1, 2023

**FINAL SCORE AND RATING**

**3.77 HE**

Charter School Authority Governing board members participating in this evaluation: Minaya, Rodriguez Meehan, Atisele, Jackson. The superintendent must receive a favorable evaluation from a minimum of four (4) governing board members.

Please see the below overall scores and selected comments regarding the performance of the superintendent during this evaluation period.

#### Score Ranges:

**Highly Effective: 3.250 – 4.000**   **Effective: 2.500 – 3.249**   **Needs Improvement: 1.750 – 2.499**   **Unsatisfactory: 1.000 - .749**

#### Superintendent's Performance Rating for Standard 1: Information and Communication

**RATING AVERAGE: 3.7**

"Superintendent Collins excels at providing clear and concise communication to the [governing] board, ensuring that [we] are informed and kept knowledgeable about important matters affecting the schools. We are incredibly fortunate to have such a talented and dedicated superintendent leading our charter schools." – MA

"Area for Improvement: The Strategic Plan is not referenced often enough to track progress on status. Possibly creating a dashboard making it easier for board members, staff, and other stakeholders to see where we are at would be useful." – GM

#### Superintendent's Performance Rating for Standard 2: Leadership and Management

**RATING AVERAGE: 3.8**

"Superintendent Collins consistently demonstrated outstanding leadership and management skills. Her leadership and guidance were essential in keeping our school community safe and secure during Hurricane Ian. She made timely and informed decisions, prioritizing the safety and well-being of the students and staff. Through her effective communication and planning, Collins successfully navigated Oasis Charter Schools through the crisis." – MA

"Area for Improvement: Board members [should have] routine one on one dialogue with the superintendent. These interactions are always helpful to better understand the progress [we] are making and how [we] can be of help." –GM

#### Superintendent's Performance Rating for Standard 3: Support for Teaching and Learning

**RATING AVERAGE: 3.6**

"Superintendent Collins has consistently shown a strong commitment to supporting teachers, staff, and students and facilitating a positive learning environment within Oasis Charter Schools. She prioritizes teacher development and encourages ongoing professional development opportunities to support continued growth and effectiveness in the classroom. Additionally, her dedication to creating a positive and encompassing learning environment for all students is evident through her efforts to implement programs and initiatives that meet the needs of various learners." – MA

"Area for Improvement: With the departure of one of our principals after the transition of several functions to the City, the former principal cited key gaps in the services provided by the City as one of her reasons for leaving Oasis. These issues could have surfaced sooner so that appropriate action could have taken place sooner." –GM

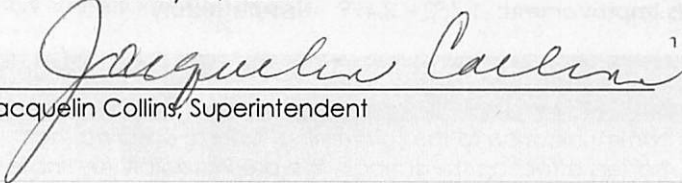
**Superintendent's Performance Rating for Standard 4: Strategic Planning and Continuous Improvement**  
**RATING AVERAGE: 3.9**

*"Superintendent Collins keenly understands the needs of our charter school system and its stakeholders and uses this knowledge to develop effective strategies and plans for improvement. She and her team take a data-driven approach to decision-making and regularly review and analyze performance data to identify areas for growth and improvement. Collins is committed to continuous improvement and regularly solicits feedback from the staff, students, and their families to ensure that Oasis Charter Schools are meeting their needs and delivering high-quality education." -MA*

*"Area for Improvement: As a board member, I cannot recall how we are doing against the strategic plan goals. Again, I recommend creating a dashboard to better keep this front and center at each board meeting. I believe I recommended this in prior evaluations." -GM*

**Performance Evaluation Submission**

A copy of this evaluation will be submitted to the agenda for approval during the Charter School Authority Regular Governing Board Meeting on May 09, 2023, in City Council Chambers. The Board Approved version will be forwarded to the Cape Coral Charter School Authority Human Resources Department for inclusion in the superintendent's personnel file on or before May 15, 2023.

  
Jacquelin Collins, Superintendent

05/09/2023

**Item Number: 12.A.**

**Meeting Date: 5/9/2023**

**Item Type: FOUNDATION REPORT:**

## **AGENDA REQUEST FORM**

City Of Cape Coral Charter School Authority

**TITLE:**

Gary Cerny, Foundation President

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

|  |
|--|
| <b>Item Number:</b> 13.A.<br><b>Meeting Date:</b> 5/9/2023<br><b>Item Type:</b> STAFF COMMENT: |
|--|

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**  
No Activity

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**Item Number: 14.A.**

**Meeting Date: 5/9/2023**

**Item Type: UNFINISHED BUSINESS:**

## **AGENDA REQUEST FORM**

City Of Cape Coral Charter School Authority

**TITLE:**

No Activity

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

|                      |                      |
|----------------------|----------------------|
| <b>Item Number:</b>  | <b>15.A.</b>         |
| <b>Meeting Date:</b> | <b>5/9/2023</b>      |
| <b>Item Type:</b>    | <b>NEW BUSINESS:</b> |

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of the Cape Coral Charter School Authority Wellness Policy School Year 2023-2024 - Caroline Moreno Sterling, Interim Food Service Manager

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

| Description                  | Type            |
|------------------------------|-----------------|
| ▣ WELLNESS POLICY 2023-2024  | Backup Material |
| ▣ WELLNESS POLICY BACKGROUND | Backup Material |
| ▣ WELLNESS POLICY 2023-2024  | Backup Material |



# City of Cape Coral Charter School Authority's Wellness Policies on Physical Activity and Nutrition

## Preamble

At the City of Cape Coral Charter School Authority, we believe that children need access to healthy foods and physical activity to grow, learn, and thrive because good health fosters student attendance and education.

We recognize that obesity rates have doubled in children and tripled in adolescents over the last two decades, and physical inactivity and excessive calorie intake are the predominant causes of obesity. In addition, heart disease, cancer, stroke, and diabetes are responsible for two-thirds of deaths in the United States. The major risk factors for those diseases, including unhealthy eating habits, physical inactivity, and obesity, often are established in childhood.

Even though school districts around the country are facing significant fiscal and scheduling constraints, we feel it is essential to develop and implement a successful school wellness policy to address these issues. We want to be proactive with community participation in the development and implementation of our plan.

Thus, the City of Cape Coral Charter School Authority is committed to providing school environments that promote and protect children's health, well-being, and ability to learn by supporting healthy eating and physical activity. Therefore, it is the policy of the City of Cape Coral Charter School Authority that:

- The school district will engage students, parents, teachers, food service professionals, health professionals, and other interested community members in developing, implementing, monitoring, and reviewing district-wide nutrition and physical activity policies.
- All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- Foods and beverages sold or served at school will meet the nutrition recommendations of the *U.S. Dietary Guidelines for Americans*.
- Qualified child nutrition professionals will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; will accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.
- To the maximum extent practicable, all schools in our district will participate in available federal school meal programs (including the School Breakfast Program, and the National School Lunch Program).

- Schools will provide nutrition education and physical education to foster lifelong habits of healthy eating and physical activity and will establish linkages between health education and school meal programs, and with related community services.

## **TO ACHIEVE THESE POLICY GOALS:**

### **I. School Health Councils**

The school district and/or individual schools within the district will create, strengthen, or work within existing school health councils to develop, implement, monitor, review, and, as necessary, revise school nutrition and physical activity policies. The councils also will serve as resources to school sites for implementing those policies.

### **II. Nutritional Quality of Foods and Beverages Sold and Served on Campus**

#### **School Meals:**

Meals served through the National School Lunch and Breakfast Programs will:

- be appealing and attractive to children;
- be served in clean and pleasant settings;
- meet, at a minimum, nutrition requirements established by local, state, and federal statutes and regulations including the Smart Snacks in School nutrition standards;
- offer a variety of fruits and vegetables;
- serve only low-fat (1%, 0.5%) and fat-free milk and nutritionally equivalent non-dairy alternatives (to be defined by USDA); and
- ensure that half of the served grains are whole grain.

#### **Breakfast.**

To ensure that all children have breakfast, either at home or at school, to meet their nutritional needs and enhance their ability to learn:

- Elementary, Middle and High Schools will operate the School Breakfast Program.
- Schools that serve breakfast to students will notify parents and students of the availability of the School Breakfast Program.

**Free and Reduced-priced Meals.** Schools will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals. Parents will be notified in writing about their updated status in a sealed letter that is mailed to their home to ensure privacy and status notification. Toward this end, schools may utilize electronic identification and payment systems and promote the availability of school meals to all students. Provide training to new staff members on the importance of discretion when students go through the lunch line. Ensure to maintain, improve, and upgrade cafeteria system when financially possible.

### **Mealtimes and Scheduling.**

#### **Schools:**

- will provide students with at least 10 minutes to eat after sitting down for breakfast and 20 minutes after sitting down for lunch.
- should schedule meal periods at appropriate times
- should not schedule tutoring, club, or organizational meetings or activities during mealtimes, unless students may eat during such activities;
- will provide students access to hand washing or hand sanitizing before they eat meals or snacks; and
- should take reasonable steps to accommodate the tooth-brushing regimens of students with special oral health needs (e.g., orthodontia or high tooth decay risk).

**Qualifications of School Food Service Staff.** Qualified nutrition professionals will administer the school meal programs. As part of the school district's responsibility to operate a food service program, we will provide continuing professional development for all nutrition professionals in schools. Staff development programs should include appropriate certification and/or training programs for child nutrition directors, school nutrition managers, and cafeteria workers, according to their levels of responsibility.

**Sharing of Foods and Beverages.** Schools should discourage students from sharing their foods or beverages with one another during meal or snack times, given concerns about allergies and other restrictions on some children's diets.

**Competitive Foods** – All Foods and Beverages Sold Individually (i.e., foods sold outside of reimbursable school meals, such as through vending machines, cafeteria a la carte [snack] lines, fundraisers, school stores, etc.)

Competitive foods are defined as all foods and beverages other than meals reimbursed under programs authorized by the National Schools Lunch Act offered for sale to students during the

school-on-school campus. The school day is from midnight before to 30 minutes after school officially ends. Competitive foods are also divided between meeting or not meeting the nutritional standards of the Smart Snacks in Schools Regulations.

The sale of competitive food shall not be allowed to be sold during meal periods in the same area as reimbursable meals except for items sold by the food service department that meets Smart Snacks in Schools Regulations.

The sale of competitive foods that do not meet the nutritional standards established in the Smart Snacks in Schools Regulations can only be permitted if approved by principal 30 minutes after the end of the official day until midnight of that day.

**Elementary Schools.** The school food service program will approve and provide all food and beverage sales to students in elementary schools. Given young children's limited nutrition skills, food in elementary schools should be sold as balanced meals. If available, foods and beverages sold individually should be limited to three times a week and follow the food guidelines listed below. Only water, low-fat and non-fat milk, and soy milk will be provided as beverages.

**Middle/Junior High and High Schools.** In middle/junior high and high schools, all foods and beverages sold individually outside the reimbursable school meal programs (including those sold through a la carte [snack] lines, vending machines) during the school day, or through programs for students after the school day, will meet the following nutrition and portion size standards:

**General nutrition requirements:**

- Be a grain product that contains 50 percent or more whole grains by weight or have as the first ingredient a whole grain; or
- Have as the first ingredient one of the nongrain major food groups: fruits, vegetables, dairy, or protein foods (meat, beans, poultry, seafood, eggs, nuts, seeds, etc.); or
- Be a combination food that contains 1/4 cup of fruit and/or vegetable; or
- Contain 10 percent of the daily value of a nutrient of public health concern based on the most recent Dietary Guidelines for Americans (i.e., calcium, potassium, vitamin D or dietary fiber). Effective July 1, 2016, this criterion is obsolete.

**Nutrient standards:**

| <b>Nutrient standards</b> | <b>Snack Item</b>             | <b>Entrée Item</b>            |
|---------------------------|-------------------------------|-------------------------------|
| Calories                  | 200 calories or less          | 350 calories or less          |
| Sodium Limits             | 200 mg or less                | 480 mg or less                |
| Total Fat Limits          | 35% or less of total calories | 35% or less of total calories |
| Saturated fat             | 10% or less of total calories | 10% or less of total calories |
| Sugar Limits              | 35% or less of weight from    | 35% or less of weight         |

|  |              |                   |
|--|--------------|-------------------|
|  | total sugars | from total sugars |
|--|--------------|-------------------|

**Exemptions:**

- o Entrées served in the NSLP/SBP on the day of service and the following school day.
- o Fresh, frozen, or canned fruits and vegetables with no added ingredients, except water, which are packed in 100 percent juice, extra light syrup, or light syrup

*\*Refer to 7 CFR 210.11 competitive food service standards for additional exemptions.*

**Nutrition standards for beverages:** Portion sizes listed are the maximum that can be offered.

| <b>Beverages</b>   | <b>Elementary</b> | <b>Middle</b> | <b>High</b> |
|--|-------------------|---------------|-------------|
| Plain water  | unlimited         | unlimited     | unlimited   |
| Unflavored low-fat milk  | 8 fl. oz.         | 12 fl. oz.    | 12 fl. oz.  |
| Unflavored or flavored fat-free milk                                     | 8 fl. oz.         | 12 fl. oz.    | 12 fl. oz.  |
| 100% fruit or vegetable juice  | 8 fl. oz.         | 12 fl. oz.    | 12 fl. oz.  |
| 100% fruit or vegetable juice diluted with water but no added sweeteners | 8 fl. oz.         | 12 fl. oz.    | 12 fl. oz.  |
| Calorie-free, flavored water and other flavored drinks                   | Not allowed       | Not allowed   | 20 fl. oz.  |
| Low-calorie (5 calories or less per 8 fl. oz.)                           | Not allowed       | Not allowed   | 20 fl. oz.  |
| Low-calorie (40 calorie or less per 8 fl. oz.)                           | Not allowed       | Not allowed   | 12 l. oz.   |

**Vending:**

**Elementary Schools** – no beverage/snack vending machines may be in operation where students may purchase items during the school day.

**Middle Schools** – no soft drinks will be allowed to be sold at any time. Items sold must meet the nutritional guidelines but must not be allowed to be sold during the food service.

**High Schools** – no soft drinks will be allowed to be sold before or during school hours. Vending machines with soft drinks will be allowed after 8<sup>th</sup> period until 10:00pm. Items sold must meet the nutritional guidelines but must not be allowed to be sold until after the last school bell.

**Fundraising Activities**. To support children's health and school nutrition-education efforts, it is highly recommended that school fundraising activities should not involve food or will use only foods that meet the above nutrition and portion size standards for foods and beverages sold

individually. No fundraisers that include the sale of food items will occur until thirty (30) minutes after the conclusion of the school day until midnight of that day and approved by the principal.

The school board is permitted to grant a special exemption from the standards for competitive foods as specified above for the purpose of conducting infrequent school sponsored fundraisers, not to exceed to maximum number of school days per school campus each school year:

| <b>School Type</b>                | <b>Maximum Number of School Days to Conduct Exempted Fundraisers</b> |
|-----------------------------------|--|
| Elementary Schools                | 5 days   |
| Middle School/Junior High Schools | 10 days  |
| Senior High Schools               | 15 days  |
| Combination Schools               | 10 days  |

Schools will encourage fundraising activities that promote physical activity such as jog-a-thons and 5K runs. The school district will make available a list of ideas for acceptable fundraising activities.

**Snacks.** It is recommended that snacks served during the school day or in after-school care or enrichment programs will make a positive contribution to children's diets and health, with an emphasis on serving fruits and vegetables as the primary snacks and water as the primary beverage. Schools will assess when to offer snacks based on timing of school meals, children's nutritional needs, children's ages, and other considerations. The district will disseminate a list of healthful snack items to teachers, after-school program personnel, and parents.

- If eligible, schools that provide snacks through after-school programs will pursue receiving reimbursements through the National School Lunch Program.

**Rewards.** It is suggested that schools will not use foods or beverages, especially those that do not meet the nutrition standards for foods and beverages sold individually (above), as rewards for academic performance or good behavior, and will not withhold food or beverages (including food served through school meals) as a punishment.

**Celebrations.** We encourage parents to bring in healthy store-bought items for celebrations. It should be recommended that each party should try to include no more than one food or beverage that does not meet nutrition standards for foods and beverages sold individually (above). The district will disseminate a list of healthy party ideas to parents and teachers.

**School-sponsored Events** (such as, but not limited to, athletic events, dances, or performances). Foods and beverages offered or sold at school-sponsored events outside the school day should meet the nutrition standards for meals or for foods and beverages sold individually (above). No soda will be used in elementary or middle school activities. High School events will be allowed to provide soda but must also include one fruit juice option available.

**Food and Beverage Marketing.** School-based marketing will be consistent with policies for nutrition education and health promotion. As such, the following guidelines apply:

- Schools will only be allowed to market and advertise those foods and beverages that meet or exceed USDA's Smart Snacks in School nutrition standards.
- Marketing activities that promote healthful behaviors (and are therefore encouraged) include vending machine covers promoting water, pricing structures that promote healthy options in a la carte lines or vending machines, sales of fruit for fundraisers and coupons for discounted gym memberships.

### **III. Nutrition and Physical Activity Promotion and Food Marketing**

**Nutrition Education and Promotion.** The City of Cape Coral Charter School Authority aims to teach, encourage, and support healthy eating by students. Schools should provide nutrition education and engage in nutrition promotion that:

- is offered at both elementary schools for each grade level as part of their physical education curriculum. It will include gaining knowledge of the myplate making healthy choices to promote and protect their health.
- is an integral part of our 6<sup>th</sup> grade health class in our Oasis middle school and our Health Opportunities in Physical Education (H.O.P.E.) program in our Oasis High School and is incorporated into other class subjects;
- promotes fruits, vegetables, whole grain products, low-fat and fat-free dairy products, healthy food preparation methods, and health-enhancing nutrition practices.
- emphasizes caloric balance between food intake and energy expenditure (physical activity/exercise).
- links with school meal programs, other school foods, and nutrition-related community services.
- Will provide posters and/or brochures on the importance of healthy eating;

**Communications with Parents.** The district/school will support parents' efforts to provide a healthy diet and daily physical activity for their children. Schools should encourage parents to pack healthy lunches and snacks and to refrain from including beverages and foods that do not meet the above nutrition standards for individual foods and beverages. The district/school will provide parents a list of foods that meet the district's snack standards and ideas for healthy celebrations/parties, rewards, and fundraising activities.

The school district will provide a monthly nutritional fact on menus and the school website to enhance nutritional communication with parents. In addition, the school district will feature a fruit and vegetable flyer on the website which will provide recipes and nutritional facts.

The school district will provide parents/guardians the ability to view the food and beverage items their student is buying using a District approved online meal account/payment system.

The district/school will provide information about physical education and other school-based physical activity opportunities before, during, and after the school day; and support parents' efforts to provide their children with opportunities to be physically active outside of school. Such supports will include sharing information about physical activity and physical education through a website, newsletter, or other take-home materials, special events, or physical education homework.

**Student Evaluations.** Any students in grades 1<sup>st</sup>, 3<sup>rd</sup>, 6<sup>th</sup>, and new to Lee County, (per state mandate) will have their height, weight and Body Mass Index taken. Once the students' Body Mass Index is calculated and graphed using the CDC table for Calculated Body Mass Index Values, any students outside the 3<sup>rd</sup> and 97<sup>th</sup> percentile or failure of the student to grow heavier or taller will be sent a letter of referral for the student to be evaluated by a medical doctor. BMI is monitored throughout the 6<sup>th</sup> grade and any follow up regarding students' health care visit is documented, BMI findings and referrals are reported to the Lee County Health Department yearly.

If a medical referral is not indicated, but a teacher or the nurse observes signs of nutritional problems or poor eating habits that may lead to future health problems, a nutritional screening may be done from grades K through 12 with the parent's approval. The students' Body Mass Index is calculated, graphed, and monitored using present and previous BMI findings. A Health History for Nutritional Assessment is done. Findings are recorded and health care provider follow up is suggested in the form of a letter sent home. These students' BMI is monitored, and any findings of BMI issues are reported to the Lee County Health Department. Any follow up regarding student's health care visit are documented.

#### **IV. Physical Activity Opportunities and Physical Education**

**Daily Physical Education (P.E.) K-12.** All students in grades K-12, including students with disabilities, special health-care needs, and in alternative educational settings will have the opportunity to take a physical education course with a written curriculum that has been reviewed and taught by a certified physical education teacher.

Each elementary school will provide 150 minutes of physical education each week for students in kindergarten through 5<sup>th</sup> grade. Any day that physical education is provided there should be at least 30 consecutive minutes per day.

For middle school students, the equivalent of one class period per day of physical education for one semester of each year is required for students enrolled in grades 6 through 8.



The high school requirement is one credit of physical education which must include the integration of health.

Exceptions to this requirement would be if a student is enrolled in remedial courses or a parent provides in writing that they want their student to take other courses or that their student participates in physical activities outside of the school day that equal or are more than that requirement.

**Physical Activity Opportunities Before and After School.** All elementary, middle, and high schools will attempt to offer extracurricular physical activity programs, such as physical activity clubs or intramural programs. All high schools, and middle schools as appropriate, will offer interscholastic sports programs. Schools will offer a range of activities that meet the needs, interests, and abilities of all students, including boys, girls, students with disabilities, and students with special health-care needs.

After-school childcare and enrichment programs will provide and encourage – verbally and through the provision of space, equipment, and activities – daily periods of moderate to vigorous physical activity for all participants.

Teachers are strongly encouraged to allow students at least 15 minutes a day of physical activity through recess or P.E.

**Use of School Facilities Outside of School Hours.** School spaces and facilities should be available to supervised students and staff before, during, and after the school day. School policies concerning safety will always apply.

## **V. Other-School Based Activities**

The school district will integrate wellness activities across the entire school setting. These initiatives will include nutrition, physical activity, and other wellness components so that all efforts work towards the same set of goals and objectives used to promote student well-being, optimal development, and strong educational outcomes.

### **General Guidelines**

- The goals outlined by the wellness policy will be considered in planning all school-based activities (such as school events, field trips, dances, and assemblies).
- Afterschool programs will encourage healthy snacking and physical activity.
- Each school shall actively develop and support the engagement of students, families and staff in community health-enhancing activities and events at the school or throughout the community such as 5K runs.
- Each school within the Authority shall follow drug, alcohol, and tobacco-free policies.

### **Convenient and Safe Drinking Water**

- Students will have access to free, quality drinking water in all areas of each school.

### **Eating Environment**

- Students will be provided an adequate amount of time to consume their meal with a minimum of 20 minutes after receiving their food from the line.
- Convenient access to facilities for hand washing and oral hygiene will be available during meal periods.

### **Employee Wellness**

- The Authority Wellness committee will coordinate with human resources staff and ensure staff is aware and available for wellness programs like healthy screenings and subsidized gym membership.

### **Health Services**

- A coordinated program of accessible health services shall be provided to staff and shall include, but not be limited to, violence prevention, school safety, communicable disease prevention, health screening, including body mass index, community health referrals, immunizations, parenting skills and first aid/CPR training.

### **Recycling**

- Each school shall maximize the reduction of waste by recycling, reusing, composting, and purchasing recycled products when economically feasible.

## **VI. Monitoring and Policy Review**

**Monitoring.** The administrator or food services supervisor will ensure compliance with established district-wide nutrition and physical activity wellness policies. In each school, the principal or designee will ensure compliance with those policies in his/her school and will report on the school's compliance to the school district administrator or food services director.

School food service staff, at the school or district level, will ensure compliance with nutrition policies within school food service areas and will report on this matter to the superintendent (or if done at the school level, to the school principal). In addition, the school district will report on the most recent USDA School Meals Initiative (SMI) review findings and any resulting changes. If the district has not received a SMI review from the state agency within the past five years, the district will request from the state agency that a SMI review be scheduled as soon as possible.

The administrator or food services supervisor will develop a summary report every year on district-wide compliance with the district's established nutrition and physical activity wellness policies, based on input from schools within the district. That report will be provided to the school board and distributed to all school health councils, parent/teacher organizations, school principals, and school health services personnel in the district.

**Policy Review.** Assessments will be repeated every year to help review policy compliance, assess progress, and determine areas in need of improvement. As part of that review, the school district will review our nutrition and physical activity policies; provision of an environment that supports healthy eating and physical activity; and nutrition and physical education policies and program elements. The district, and individual schools within the district, will, as necessary, revise the wellness policies and develop work plans to facilitate their implementation.

**Triennial Progress Assessments.** The Cape Coral Charter School Authority will develop a triennial assessment to measure compliance with our wellness policy. This assessment will include, but is not limited to the following:

- The extent to which schools under the jurisdiction of the Cape Coral Charter School Authority follow the local school wellness policy.
- The extent to which the local school wellness policy compares to model wellness policies; and
- A description of the progress made in attaining the goals of the local school wellness policy.
- The assessment tool will consider evidence-based strategies in establishing our nutrition promotion and education, physical activity and other-school based activities that promote student wellness. Will evaluate strategies and at a minimum look at smarter lunchroom tools and techniques.

**Informing the Public.** The Cape Coral Charter School Authority will ensure the wellness policy, information, and updates to and about the wellness policy, the progress report and triennial assessment are always available to the public and are updated at least annually.

- To ensure the public has access and is aware of the annual results, the report will be presented annually at our recorded school board meeting and will be approved by the school board each year.
- The Cape Coral Charter School Authority will ensure the most updated version of the wellness policy, the progress report and the triennial assessment are always available on the school website for the public to view.
- Each school will inform all parents that a complete copy of the local school wellness policy at the beginning of the school year and make the policy available to the public by posting it on our website.

**Assurance:**

We assure that the guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by USDA.

**Wellness Policy Committee** – This committee has assessed the school's nutrition and physical activity needs and developed this Policy based on those needs.

The committee is composed of the following representatives:

| <b>Area Represented</b>       | <b>Committee Member Name</b>                             |
|-------------------------------|--|
| Parent                        | Mary Ossichak,   |
| School Food Service Personnel | Caroline Sterling, Luz Llerena, Maria Thomas, Jany Gomez |
| School Administrator          | Jacquelin Collins, Donnie Hopper, Cathy Stout            |
| School Nurse                  |  |
| Students                      | Anthony Marques, Angela Rodriguez, Andy Sotolongo        |

**Website Address for the Wellness Policy** (if Public or Charter School):

<http://www.capecharterschools.org>

---

# Wellness Policy

One of the requirements of the NSLP is annually review and implement the wellness policy.

## What is the wellness policy?

The wellness policy is a tool to help promote student wellness, prevent, and reduce childhood obesity, and provide assurances that school meals meet the minimum nutrition guidelines established by the federal requirements.

This establishes goals and policies in three key areas: Nutrition, nutrition education and promote physical education, and school-based activities.

## ACCOMPLISHMENTS – 2022-2023

The Charter School continues been strong in areas that are federal requirements like it is providing meals that meet NSLP nutrition guidelines. This school year we started offering the Offer vs. Serve in all our schools to offer the students the opportunity of getting what they want to eat from the menu served. The staff has been trained properly to ensure the students received three of the five components on the tray to follow the NSLP guidance. On March 29, 2023, we had our first technical on-sit visit at OES to review our processes and procedures to ensure regulation and compliance. Our school was complemented on how well they worked as a team and how well they manage the offer vs. serve.

The Charter School follows all Snack Smart requirements including nutrition standards, fundraising, and school store sales.

The Charter School also meets the written physical education curriculum that meets both state and national standards with certified teachers.

The Charter School is also strong in the areas of promoting a healthy lifestyle for its staff and students. It is also strong in promoting NSLP marketing as opposed to promoting a particular brand.

The Charter School has also done a great job of including stakeholders in evaluating the wellness policy and presenting it each year at a public board meeting.

Provided NSLP meals that followed meal requirements with both staff shortages and supply chain issues. This is a major issue of compliance with the program that was and still challenging but always met.

## Nutrition

- Offer breakfast at all our schools (**only required at elementary**)
- Provided meals in compliance despite challenges with vendors to get food delivered.

- Emphasize qualifications of food service staff with annual food safety training. Covered kitchens often with limited staff.
- Competitive Foods –in compliance with statute 7CFR 210.11 with nutrition requirements and standards and any exemptions. Competitive food must not be sold during meal period unless sold by the cafeteria staff and must meet Smart Snacks in School regulations – the sale of competitive food that does not meet Smart Snacks in school regulations may be sold 30 minutes after school until midnight with principal approval
- Fundraising Activities – if want to use a food fundraiser during school that does not meet Smart Snacks then any exemptions must be school board approved and limited in days depending on school age.
- Nutrition standards for beverages – which includes portions and allowable drinks by school. We complied in all schools.
- Focus on Fruit – offer fresh fruit bowls or additional fruit in addition to the fruit provided on the lunch.
- Highlight the salad – offer salads at all 4 schools.

### **Nutrition and promote physical education**

- Met all health department requirements regarding physical activity education and student evaluations Kindergarten, 1<sup>st</sup>, 3<sup>rd</sup>, and 6<sup>th</sup>
- Physical education meets the written physical education curriculum for all state and federal standards with certified teachers.
- Promote nutritional education communication on menus & websites
- Food and Beverage marketing – states that we market and advertise only foods and beverages that meet or exceed USDA Smart Snacks standards.
- OES & OEN sponsored successful booster-thon and color run fundraiser
- OES & OEN had Run club and field day
- OES had a Quarterly Fastest Class Challenge – which class can run most laps and provided double recess for students in K-3.
- Middle school maintains a school garden with an afterschool program with parents.
- OMS teachers have an after-school workout class.
- OMS sponsored 2<sup>nd</sup> annual Gator Jog Color Run
- OMS and OHS offer a variety of sports
- OHS has JROTC.

### **Other school-based activities**

- Provide health screenings and gym membership for staff
- Provide a free health clinic for staff that has benefits through Charter School.
- Online meal system – available to families to see what their students are eating
- Other school-based activities –includes general guidelines, convenient and safe drinking water, eating environment, employee wellness and recycling.

- Informing the Public- presented every year at the board meeting, post on our website and provide copies upon request.

### **Goal for next year**

**Increasing Student Involvement** – Would like to have some artwork for students displayed in cafeterias although that is a requirement to have display through the cafeteria the NSPL poster. Students involved in creating descriptive names for the menu items.

**Items to add to Wellness Policy** – Doing but not in policy.

- Nutrition Education is offered in more than health class
- Parents are notified in writing about their updated status.
- Policy does not state that there is a written PE curriculum.

### **Opportunities For Growth**

Our unpaid meal balance policy had improved in addition to charge 2 meals, the student is allowed to receive 2 mains from the hot lunch offered with milk, and then the student will receive a sandwich and a milk until the unpaid balance is paid.

It's been basically a year since we implemented the Offer vs. Serve at the elementary level, which has been a success, we will continue to coach and train our staff in this area.

# Wellness Policy

One of the requirements of the NSLP is annually review and implement the wellness policy.

## What is the wellness policy?

The wellness policy is a tool to help promote student wellness, prevent, and reduce childhood obesity, and provide assurances that school meals meet the minimum nutrition guidelines established by the federal requirements.

This establishes goals and policies in three key areas: Nutrition, nutrition education and promote physical education, and school-based activities.

## ACCOMPLISHMENTS – 2022-2023

The Charter School continues been strong in areas that are federal requirements like it is providing meals that meet NSLP nutrition guidelines. This school year we started offering the Offer vs. Serve in all our schools to offer the students the opportunity of getting what they want to eat from the menu served. The staff has been trained properly to ensure the students received three of the five components on the tray to follow the NSLP guidance. On March 29, 2023, we had our first technical on-sit visit at OES to review our processes and procedures to ensure regulation and compliance. Our school was complemented on how well they worked as a team and how well they manage the offer vs. serve.

The Charter School follows all Snack Smart requirements including nutrition standards, fundraising, and school store sales.

The Charter School also meets the written physical education curriculum that meets both state and national standards with certified teachers.

The Charter School is also strong in the areas of promoting a healthy lifestyle for its staff and students. It is also strong in promoting NSLP marketing as opposed to promoting a particular brand.

The Charter School has also done a great job of including stakeholders in evaluating the wellness policy and presenting it each year at a public board meeting.

Provided NSLP meals that followed meal requirements with both staff shortages and supply chain issues. This is a major issue of compliance with the program that was and still challenging but always met.

## Nutrition

- Offer breakfast at all our schools (**only required at elementary**)
- Provided meals in compliance despite challenges with vendors to get food delivered.



- Emphasize qualifications of food service staff with annual food safety training. Covered kitchens often with limited staff.
- Competitive Foods –in compliance with statute 7CFR 210.11 with nutrition requirements and standards and any exemptions. Competitive food must not be sold during meal period unless sold by the cafeteria staff and must meet Smart Snacks in School regulations – the sale of competitive food that does not meet Smart Snacks in school regulations may be sold 30 minutes after school until midnight with principal approval
- Fundraising Activities – if want to use a food fundraiser during school that does not meet Smart Snacks then any exemptions must be school board approved and limited in days depending on school age.
- Nutrition standards for beverages – which includes portions and allowable drinks by school. We complied in all schools.
- Focus on Fruit – offer fresh fruit bowls or additional fruit in addition to the fruit provided on the lunch.
- Highlight the salad – offer salads at all 4 schools.

### **Nutrition and promote physical education**

- Met all health department requirements regarding physical activity education and student evaluations Kindergarten, 1<sup>st</sup>, 3<sup>rd</sup>, and 6<sup>th</sup>
- Physical education meets the written physical education curriculum for all state and federal standards with certified teachers.
- Promote nutritional education communication on menus & websites
- Food and Beverage marketing – states that we market and advertise only foods and beverages that meet or exceed USDA Smart Snacks standards.
- OES & OEN sponsored successful booster-thon and color run fundraiser
- OES & OEN had Run club and field day
- OES had a Quarterly Fastest Class Challenge – which class can run most laps and provided double recess for students in K-3.
- Middle school maintains a school garden with an afterschool program with parents.
- OMS teachers have an after-school workout class.
- OMS sponsored 2<sup>nd</sup> annual Gator Jog Color Run
- OMS and OHS offer a variety of sports
- OHS has JROTC.

### **Other school-based activities**

- Provide health screenings and gym membership for staff
- Provide a free health clinic for staff that has benefits through Charter School.
- Online meal system – available to families to see what their students are eating
- Other school-based activities –includes general guidelines, convenient and safe drinking water, eating environment, employee wellness and recycling.

- Informing the Public- presented every year at the board meeting, post on our website and provide copies upon request.

### **Goal for next year**

**Increasing Student Involvement** – Would like to have some artwork for students displayed in cafeterias although that is a requirement to have display through the cafeteria the NSPL poster. Students involved in creating descriptive names for the menu items.

**Items to add to Wellness Policy** – Doing but not in policy.

- Nutrition Education is offered in more than health class
- Parents are notified in writing about their updated status.
- Policy does not state that there is a written PE curriculum.

### **Opportunities For Growth**

Our unpaid meal balance policy had improved in addition to charge 2 meals, the student is allowed to receive 2 mains from the hot lunch offered with milk, and then the student will receive a sandwich and a milk until the unpaid balance is paid.

It's been basically a year since we implemented the Offer vs. Serve at the elementary level, which has been a success, we will continue to coach and train our staff in this area.

|                      |                      |
|----------------------|----------------------|
| <b>Item Number:</b>  | <b>15.B.</b>         |
| <b>Meeting Date:</b> | <b>5/9/2023</b>      |
| <b>Item Type:</b>    | <b>NEW BUSINESS:</b> |

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of the Purchase of a Multi-Function School Activity Bus from Master's Transportation, Incorporated, Utilizing the TIPS-Lead Agency Department of Texas Region 8 Education Service Center Contract # 230204, in the Amount of \$126,000; and Authorize the Superintendent of The City of Cape Coral Charter School Authority, The City of Cape Coral Oasis Charter Schools to Execute the Purchase Order and all Related Documents - Wanda Roop, Procurement Manager, City of Cape Coral

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

| <b>Description</b>         | <b>Type</b>     |
|----------------------------|-----------------|
| ▣ MASTERS 14-PASSENGER BUS | Backup Material |
| ▣ MASTERS BUS AGREEMENT    | Backup Material |

## TIPS VENDOR AGREEMENT

### TIPS RFP 230204 Buses and Other Transportation Vehicles

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

## Master's Transportation Inc.

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
  - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
  - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from [tips-usa.com](http://tips-usa.com), [ionwave.net](http://ionwave.net), and [tipsconstruction.com](http://tipsconstruction.com) to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com).
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor.

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

**Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

**Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

**19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

**20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

**21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

**22. Termination.**

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole



discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate  
Automobile Liability: \$300,000 Includes owned, hired & non-owned  
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.  
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

**Cleanup:** When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety Measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [tips@tips-usa.com](mailto:tips@tips-usa.com). For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at [marketing@tips-usa.com](mailto:marketing@tips-usa.com), before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

**TIPS VENDOR AGREEMENT SIGNATURE FORM**

**TIPS RFP 230204 Buses and Other Transportation Vehicles**

Vendor Name: Master's Transportation Inc.

Vendor Address: 800 Quik Trip Way

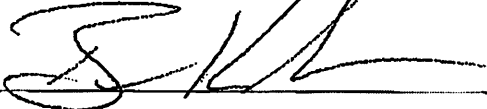
City: Belton State: Mo Zip Code: 64012

Vendor Authorized Signatory Name: Brian K. Schamma

Vendor Authorized Signatory Title: Executive Vice President

Vendor Authorized Signatory Phone: 417-242-6913

Vendor Authorized Signatory Email: bschamma@masterstransportation.com

Vendor Authorized Signature:  Date: 2/27/23

*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 4-27-2023



## **230204 Addendum 1**

### **Masters Transportation Inc**

### **Supplier Response**

#### **Event Information**

Number: 230204 Addendum 1

Title: Buses and Other Transportation Vehicles

Type: Request for Proposal

Issue Date: 2/2/2023

Deadline: 3/17/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

**PLEASE NOTE THAT THIS SOLICITATION IS FOR THE SALE OF NEW & USED BUSES AND VEHICLES ONLY. ALL VEHICLE PARTS AND SERVICES SHOULD BE OFFERED UNDER THE CORRESPONDING 230205 SOLICITATION.**

**IF YOU CURRENTLY HOLDS TIPS CONTRACT 200206 BUSES AND OTHER TRANSPORTATION VEHICLES ("200206"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR VEHICLE OFFERINGS. THIS AWARDED**

CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200206.

-  
IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200206 WHICH COVERS ALL OF  
YOUR VEHICLE OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO  
RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

## **Contact Information**

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Masters Transportation Inc Information

Contact: Brian Schamma  
Address: 800 Quik Trip Way  
Belton, MO 64012  
Phone: (800) 783-3613  
Email: bschamma@masterstransportation.com  
Web Address: www.masterstransportation.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Amy Monroe

Signature

Submitted at 3/14/2023 04:43:09 PM (CT)

amonroe@masterstransportation.com

Email

## Requested Attachments

### Pricing Form 1

230204 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Pricing Form 2

230204 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

### Vendor Agreement

230204 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

### Vendor Agreement Signature Form

signed vendor agreement.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

### Reference Form

230204 Reference Form.xlsx

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

### Required Confidentiality Claim Form

signed confidentiality form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

### Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.



## Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

## Current Form W-9

Masters W9 2023.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

## Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Response Attachments

### Masters Product Portfolio.pdf

Master's Product Portfolio

## Bid Attributes

|          |   |
|----------|---|
| <b>1</b> | <b>Disadvantaged/Minority/Women Business &amp; Federal HUBZone</b><br>Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?<br><br>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.<br><br><input type="text" value="NO"/> |
|----------|---|

**2 Historically Underutilized Business (HUB)**

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

**3 National Coverage**

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

**4 States Served**

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

N/A

**5 Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Master's Transportation Inc. New and used shuttle buses, school buses, non-emergency medical vehicles, inmate and prisoner transportation vehicles, Low floor buses, Coach buses, Mobility Vans and specialty built vehicles. We have locations with sales and service facilities in Irving Tx. Belton Mo. Ozark Mo. Maryland Heights Md, Aurora Co., Hot Springs Ar., and Corona Ca. We also have a sales only offices in Kearney Ne. and Kissimmee Fl. We have dealer licensed in multiple states with multiple brands. If purchasing from a state in which we do not hold a dealer license for the product, paperwork will be done on a Missouri bill of sale following Missouri sales and title processes.

**6 Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Brian Schamma

**7 Primary Contact Title**

Primary Contact Title

Executive Vice President

**8 Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

Bschamma@masterstransportation.com

**9 Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

4172426913

**1 Primary Contact Fax**

0

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8163189998

**1 Primary Contact Mobile**

1

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

4178382796

**1 Secondary Contact Name**

2

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Ron Haley

**1 Secondary Contact Title**

3

Secondary Contact Title

Executive Vice President

**1 Secondary Contact Email**

4

Please enter a valid email address that will definitely reach the Secondary Contact.

rhaley@masterstransportation.com

**1 Secondary Contact Phone**

5

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8169793495

**1 Secondary Contact Fax**

6

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8163189998

|                      |  |
|----------------------|--|
| <b>1</b><br><b>7</b> | <b>Secondary Contact Mobile</b><br><br>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).<br><br><div style="border: 1px solid black; padding: 2px; width: fit-content;">No response</div>  |
| <b>1</b><br><b>8</b> | <b>Administration Fee Contact Name</b><br><br>Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.<br><br><div style="border: 1px solid black; padding: 2px;">Jennifer Beasley</div>  |
| <b>1</b><br><b>9</b> | <b>Administration Fee Contact Email</b><br><br>Please enter a valid email address that will definitely reach the Administration Fee Contact.<br><br><div style="border: 1px solid black; padding: 2px;">jbeasley@masterstransportation.com</div>   |
| <b>2</b><br><b>0</b> | <b>Administration Fee Contact Phone</b><br><br>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).<br><br><div style="border: 1px solid black; padding: 2px;">8169793481</div>   |
| <b>2</b><br><b>1</b> | <b>Purchase Order and Sales Contact Name</b><br><br>Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.<br><br><div style="border: 1px solid black; padding: 2px;">Brain Schamma</div>  |
| <b>2</b><br><b>2</b> | <b>Purchase Order and Sales Contact Email</b><br><br>Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.<br><br><div style="border: 1px solid black; padding: 2px;">bschamma@masterstransportation.com</div>   |
| <b>2</b><br><b>3</b> | <b>Purchase Order and Sales Contact Phone</b><br><br>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).<br><br><div style="border: 1px solid black; padding: 2px;">4172426913</div>   |
| <b>2</b><br><b>4</b> | <b>Company Website</b><br><br>Company Website (Format - www.company.com)<br><br><div style="border: 1px solid black; padding: 2px;">www.masterstransportation.com</div>  |
| <b>2</b><br><b>5</b> | <b>Entity D/B/A's and Assumed Names</b><br><br>You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.<br><br>In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.<br><br><div style="border: 1px solid black; padding: 2px;">No response</div> |

|                      |   |  |
|----------------------|---|--|
| <b>2</b><br><b>6</b> | <b>Primary Address</b>  | Primary Address<br><input style="width: 90%;" type="text" value="800 Quik Trip Way"/>  |
| <b>2</b><br><b>7</b> | <b>Primary Address City</b>   | Primary Address City<br><input style="width: 90%;" type="text" value="Belton"/>  |
| <b>2</b><br><b>8</b> | <b>Primary Address State</b>  | Primary Address State (2 Digit Abbreviation)<br><input style="width: 90%;" type="text" value="MO"/>  |
| <b>2</b><br><b>9</b> | <b>Primary Address Zip</b>  | Primary Address Zip<br><input style="width: 90%;" type="text" value="64012"/>  |
| <b>3</b><br><b>0</b> | <b>Search Words Identifying Vendor</b>                                    | <p>Please list all search words and phrases to be included in the TIPS database related to your entity. <b>Do not</b> list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">             Bus, buses, shuttle bus, van, mobility vehicle, non-emergency medical, motor coach, school bus, mpv, mfsab, prison transportation, inmate transportation, used buses, new buses, commercial buses, mobility van, daycare bus, Mobile office, mobile clinic, specialty vehicles, non-emergency medical transport, Collins, Thomas, BLuebird, Lion Electric, Forest River, Braun, VMI, FR Conversions, Microbird, Executive Coach, Type A, Type C, Type D, Glaval, Transit van, cutaway bus, labor hauler, bus sales, lift bus, lift van,           </div> |
| <b>3</b><br><b>1</b> | <b>Certification of Vendor Residency (Required by the State of Texas)</b> | <p>Does Vendor's parent company or majority owner:</p> <p>(A) have its principal place of business in Texas; <b>or</b> (B) employ at least 500 persons in Texas?</p> <p>Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;">             No           </div>   |
| <b>3</b><br><b>2</b> | <b>Vendor's Principal Place of Business (City)</b>                        | In what city is Vendor's principal place of business located?<br><input style="width: 90%;" type="text" value="Belton"/>   |
| <b>3</b><br><b>3</b> | <b>Vendor's Principal Place of Business (State)</b>                       | In what state is Vendor's principal place of business located?<br><input style="width: 90%;" type="text" value="Missouri"/>  |
| <b>3</b><br><b>4</b> | <b>Vendor's Years in Business</b>   | How many years has the business submitting this proposal been operating in its current capacity and field of work?<br><div style="border: 1px solid black; padding: 2px; width: 100px; float: left;">             30           </div>  |

**3 Certification Regarding Entire TIPS Agreement**

**5** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

**3 Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

**6** Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?***

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. The only limited exception to this discount is for limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which they offer a specific lesser discount. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. The only limited exception to this discount is for limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which they offer a specific lesser discount. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

**Example:** In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which vendor proposed a specific lesser discount, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?***

0%

**37 Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

**38 Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

**39 "Catalog Pricing" and Pricing Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

4  
0

## EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes ☐

4  
1

## TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.



**4**  
**2** **TIPS Administration Fee Requirement and Acknowledgment**

**This is a requirement of the TIPS Contract and is non-negotiable.**

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

**4**  
**3** **TIPS Member Access to Vendor Proposal & Documentation**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to **TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

**4**  
**4** **Non-Collusive Bidding Certificate**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4  
5

#### **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4  
6

#### **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4  
7

#### **Required Confidentiality Claim Form**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

**4  
8** **Non-Discrimination Statement and Certification**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☒ Yes, I certify (Yes)

**4  
9** **Limitation of Vendor Indemnification and Similar Clauses**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☒ Yes, I Agree (Yes)

**5  
0** **Alternative Dispute Resolution Limitations**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

☐ Yes

**5**  
**1** **No Waiver of TIPS Immunity**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☒ Yes, Vendor agrees (Yes)

**5**  
**2** **Payment Terms and Funding Out Clause**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☒ Yes, Vendor agrees (Yes)

**5**  
**3** **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

**5**  
**4** **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes

**5** **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov.**  
**5** **Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes ☐

**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.  
6 Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

☐ Yes

**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

5  
8

**Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

5  
9

**Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.



6  
0**Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

6  
1**Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

6  
2**Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

6  
3**Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

6  
4**Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

**6** **Regulatory Good Standing Certification - Explanation - Continued**

**5** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

N/A

**6** **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**6** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

**6** **Suspension or Debarment Certification**

**7** Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

☐ Yes

**6** **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

**8** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

**DEFINITIONS**

**Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

**Vendor certifies:**

**NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

**OR**

**SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

☐ None

**69 Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**70 Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**71 Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7**  
**2** **Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7**  
**3** **Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7**  
**4** **2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7  
5**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to these questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

7  
6**2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), 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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve 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 vendor agree?

7  
7**2 CFR Part 200 or Federal Provision - Termination**

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

**7 2 CFR Part 200 or Federal Provision - Clean Air Act**

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 the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

**7 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes

**8 0 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

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

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

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

Does Vendor certify that it has NOT lobbied as described herein?

**8 1 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

**8 2 2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?



8  
3

## **2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes ☐

8  
4

## **2 CFR Part 200 or Federal Provision - Rights to Inventions**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes ☐

**8**  
**5** **2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

☐ Yes

8  
6**2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

8  
7**2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

8  
8**2 CFR Part 200 or Federal Provision - 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 FR 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

8  
9

## 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with 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 state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes ☐

9  
0

## 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes ☐

9  
1

## 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

☒ Yes, Vendor certifies

9  
2

## 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

☐ Yes

9  
3**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

9  
4**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

9  
5**2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

9  
6**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

9  
7

**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

**Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.**

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

9  
8

**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

|   |                                  |
|---|----------------------------------|
| TIPS 230204 Buses and<br>Other Transportation<br>Vehicles | Masters<br>Transportation<br>Inc |
|---|----------------------------------|

### TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

| Customer Entity Name        | Customer Contact Name | Valid Contact Email  | Valid Contact Phone |
|-----------------------------|-----------------------|--|---------------------|
| Example: ABC University     | Director John Doe     | <a href="mailto:jdoe@abcuniverisity.edu">jdoe@abcuniverisity.edu</a>   | 800-111- 2222       |
| Hays Consolidated ISD       | Filiberto Bonilla     | <a href="mailto:bonilla@hayscisd.net">bonilla@hayscisd.net</a>         | 512-268-8961        |
| Hot Springs School District | Rober Goodeaux        | <a href="mailto:goodeauxr@hssd.net">goodeauxr@hssd.net</a>             | 501-624-3372        |
| Clint ISD                   | Andres Parsley        | <a href="mailto:andres.parsley@clint.net">andres.parsley@clint.net</a> | 915-926-4902        |
| New Braunfels ISD           | Brian Gibson          | <a href="mailto:bgibson@nbisd.org">bgibson@nbisd.org</a>               | 830-627-6150        |
|                             |                       |  |                     |
|                             |                       |  |                     |
|                             |                       |  |                     |
|                             |                       |  |                     |
|                             |                       |  |                     |



TIPS CONTRACT 230204

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Master's Transportation Inc.

Vendor Authorized Signatory Name: Brian K. Schamma

Vendor Authorized Signatory Title: Executive Vice President

Vendor Authorized Signatory Email: bschamma@masterstransportation.com

Vendor Address: 800 Quik Trip Way

City: Belton State: Mo. Zip Code: 64012

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

**OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS**

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: \_\_\_\_\_

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

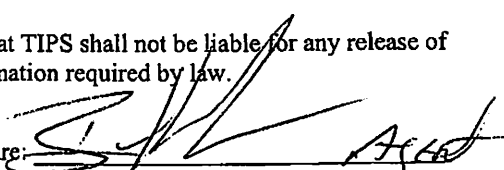
**OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS**

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.

- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

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

## **VENDOR SUPPLEMENTAL INFORMATION**

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

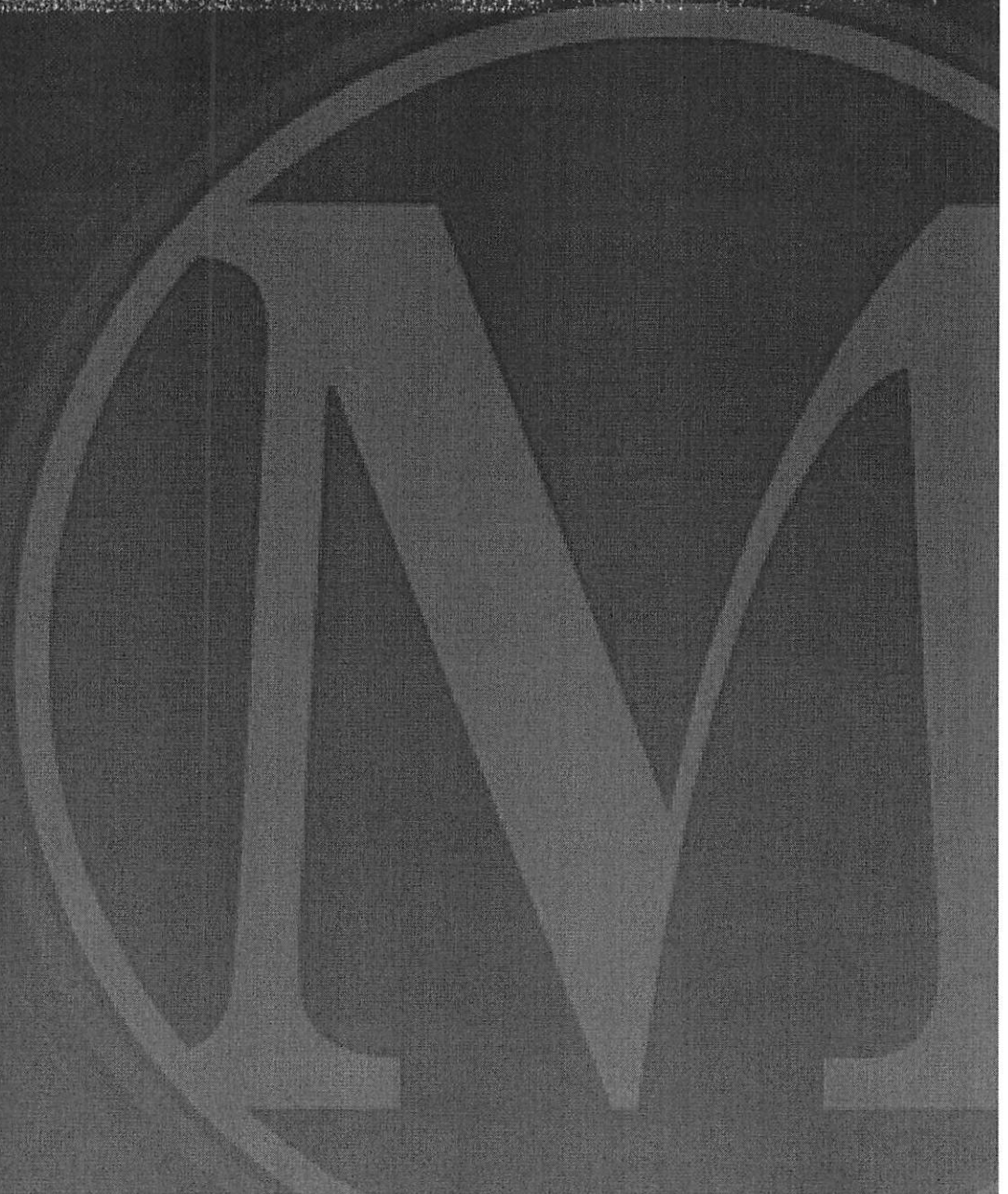
*[Faint, illegible text, likely a signature or stamp]*

# Master's Product Portfolio

---

MOVING PEOPLE

»»»»»»»» FORWARD »»



Master's represents the following brands:



## Lowered Floor Minivans

Braun, FR Conversions, VMI

- Braun Chassis: Chrysler Voyager
- FR Chassis: Chrysler Voyager and Chrysler Pacifica (Rear Ramp Only)
- VMI Chassis: Toyota Sienna and Chrysler Voyager
- Engine: Gas or Hybrid (Sienna Only)
- Up to 5 passengers or 2 Wheelchair Position



## Ford Transit Van Upfit

Master's Specialty Vehicles

- Chassis: Ford 350XL U4X or X2C Passenger Transit Van
- GVWR: 10,360 (U4X) or 9,250 (X2C)
- Roof: High (U4X), Medium (X2C)
- Engine: PDFi standard, EcoBoost optional
- Bus Door Option Available on U4X
- From 8 to 14 Passengers



## Low Floor Body on Chassis

New England Wheels

- Chassis: Dodge ProMaster
- GVWR: 9,350
- Engine: Gas
- Fold-Out Ramp (Exceeds ADA Requirements)
- Smart Air Suspension
- Rear Wheelchair Lift Available
- 9.75" Step-in Height Beats Competition by 20%
- Up to 8 Passengers + 3 Wheelchair Positions



## Light Duty

Glaval Universal

- Chassis: Ford E350 & E450
- GVWR: 12,500 - 14,500
- Front or Rear Wheelchair Lift Available
- Engine: Gas, CNG or Propane
- Up to 20 Passengers + 2 Wheelchair Positions + 2 Double Flips, 24 Passengers w/Rear Luggage or 28 All Passenger
- Altoona Tested



## Medium Duty

### Glaval Entourage

- Chassis: Ford F550
- GVWR: 19,500
- Engine: Gas or Diesel
- Up to 24 Passengers + 2 Wheelchair Positions + 2 Double Foldaways, 29 Passengers w/Rear Luggage or 33 All Passenger
- Altoona Tested



## Heavy Duty

### Glaval Concorde II, Glaval Legacy and Executive Coach (EC)

- Concorde II Chassis: Ford F650
- Concorde II Engine: Gas or Diesel
- GVWR: 26,000
- Legacy and EC Chassis: Freightliner
- Legacy GVWR: 26,000
- EC GVWR: 33,000
- Legacy and EC Engine: Diesel
- Front or Rear Wheelchair Lift Available
- Concorde II: Up to 34 Passengers + 2 Wheelchair Positions + 1 Double Foldaway + 2 Double Flips, 39 Passengers w/Rear Luggage or 45 All Passenger
- Legacy: Up to 36 Passengers + 2 Wheelchair Positions + 1 Double Foldaway + 2 Double Flips, 41 Passengers w/Rear Luggage or 45 All Passenger
- EC: 37 to 51 passengers
- Glaval is Altoona Tested



## Luxury Heavy Duty

### Executive Coach

- Chassis: Freightliner
- GVWR: 36,000
- Engine: Diesel
- Up to 57 Passengers



## Type A - School Bus

### Collins

- Chassis: Ford E-Series, Chevy Express, Ford Transit
- Engine: Gas
- Single or Dual Rear Wheels
- Up to 35 Passengers
- MVP, MFSAB, Yellow School Bus





## Electric School Bus

LionC

- TX ONLY
- Range: 100 to 155 Miles Per Charge
- Single-Speed Electric Powertrain
- 19.2 kW AC On-Board Charger
- Up to 72 Passengers



## Scan to view our inventory!

In addition to new in-stock shuttle buses, school buses, and commercial vans, we also offer the largest selection of used inventory in the nation!

# Over 400 used vehicles available today!



## TIPS VENDOR AGREEMENT

### TIPS RFP 230204 Buses and Other Transportation Vehicles

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

## Master's Transportation Inc.

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
  - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
  - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from [tips-usa.com](http://tips-usa.com), [ionwave.net](http://ionwave.net), and [tipsconstruction.com](http://tipsconstruction.com) to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com).
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor.



within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

**Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

**Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

**19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

**20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

**21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

**22. Termination.**

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate  
Automobile Liability: \$300,000 Includes owned, hired & non-owned  
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.  
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

**Cleanup:** When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety Measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [tips@tips-usa.com](mailto:tips@tips-usa.com). For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at [marketing@tips-usa.com](mailto:marketing@tips-usa.com), before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

**TIPS VENDOR AGREEMENT SIGNATURE FORM**

**TIPS RFP 230204 Buses and Other Transportation Vehicles**

Vendor Name: Master's Transportation Inc.

Vendor Address: 800 Quik Trip Way

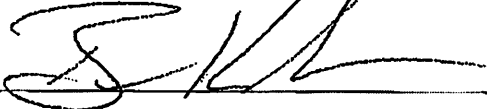
City: Belton State: Mo Zip Code: 64012

Vendor Authorized Signatory Name: Brian K. Schamma

Vendor Authorized Signatory Title: Executive Vice President

Vendor Authorized Signatory Phone: 417-242-6913

Vendor Authorized Signatory Email: bschamma@masterstransportation.com

Vendor Authorized Signature:  Date: 2/27/23

*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 4-27-2023





## **230204 Addendum 1**

### **Masters Transportation Inc**

### **Supplier Response**

#### **Event Information**

Number: 230204 Addendum 1

Title: Buses and Other Transportation Vehicles

Type: Request for Proposal

Issue Date: 2/2/2023

Deadline: 3/17/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

**PLEASE NOTE THAT THIS SOLICITATION IS FOR THE SALE OF NEW & USED BUSES AND VEHICLES ONLY. ALL VEHICLE PARTS AND SERVICES SHOULD BE OFFERED UNDER THE CORRESPONDING 230205 SOLICITATION.**

**IF YOU CURRENTLY HOLDS TIPS CONTRACT 200206 BUSES AND OTHER TRANSPORTATION VEHICLES ("200206"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR VEHICLE OFFERINGS. THIS AWARDED**

CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200206.

-  
IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200206 WHICH COVERS ALL OF  
YOUR VEHICLE OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO  
RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

## **Contact Information**

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Masters Transportation Inc Information

Contact: Brian Schamma  
Address: 800 Quik Trip Way  
Belton, MO 64012  
Phone: (800) 783-3613  
Email: bschamma@masterstransportation.com  
Web Address: www.masterstransportation.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Amy Monroe

Signature

Submitted at 3/14/2023 04:43:09 PM (CT)

amonroe@masterstransportation.com

Email

## Requested Attachments

### Pricing Form 1

230204 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Pricing Form 2

230204 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

### Vendor Agreement

230204 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

### Vendor Agreement Signature Form

signed vendor agreement.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

### Reference Form

230204 Reference Form.xlsx

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

### Required Confidentiality Claim Form

signed confidentiality form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

### Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

## Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

## Current Form W-9

Masters W9 2023.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

## Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Response Attachments

### Masters Product Portfolio.pdf

Master's Product Portfolio

## Bid Attributes

|          |   |
|----------|---|
| <b>1</b> | <b>Disadvantaged/Minority/Women Business &amp; Federal HUBZone</b><br>Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?<br><br>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.<br><br><input type="text" value="NO"/> |
|----------|---|

**2 Historically Underutilized Business (HUB)**

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

**3 National Coverage**

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

**4 States Served**

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

N/A

**5 Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Master's Transportation Inc. New and used shuttle buses, school buses, non-emergency medical vehicles, inmate and prisoner transportation vehicles, Low floor buses, Coach buses, Mobility Vans and specialty built vehicles. We have locations with sales and service facilities in Irving Tx. Belton Mo. Ozark Mo. Maryland Heights Md, Aurora Co., Hot Springs Ar., and Corona Ca. We also have a sales only offices in Kearney Ne. and Kissimmee Fl. We have dealer licensed in multiple states with multiple brands. If purchasing from a state in which we do not hold a dealer license for the product, paperwork will be done on a Missouri bill of sale following Missouri sales and title processes.

**6 Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Brian Schamma

**7 Primary Contact Title**

Primary Contact Title

Executive Vice President

**8 Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

Bschamma@masterstransportation.com

**9 Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

4172426913

**1 Primary Contact Fax**

0

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8163189998

**1 Primary Contact Mobile**

1

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

4178382796

**1 Secondary Contact Name**

2

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Ron Haley

**1 Secondary Contact Title**

3

Secondary Contact Title

Executive Vice President

**1 Secondary Contact Email**

4

Please enter a valid email address that will definitely reach the Secondary Contact.

rhaley@masterstransportation.com

**1 Secondary Contact Phone**

5

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8169793495

**1 Secondary Contact Fax**

6

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8163189998

|                      |  |
|----------------------|--|
| <b>1</b><br><b>7</b> | <b>Secondary Contact Mobile</b><br><br>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).<br><br><div style="border: 1px solid black; padding: 2px; width: fit-content;">No response</div>  |
| <b>1</b><br><b>8</b> | <b>Administration Fee Contact Name</b><br><br>Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.<br><br><div style="border: 1px solid black; padding: 2px;">Jennifer Beasley</div>  |
| <b>1</b><br><b>9</b> | <b>Administration Fee Contact Email</b><br><br>Please enter a valid email address that will definitely reach the Administration Fee Contact.<br><br><div style="border: 1px solid black; padding: 2px;">jbeasley@masterstransportation.com</div>   |
| <b>2</b><br><b>0</b> | <b>Administration Fee Contact Phone</b><br><br>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).<br><br><div style="border: 1px solid black; padding: 2px;">8169793481</div>   |
| <b>2</b><br><b>1</b> | <b>Purchase Order and Sales Contact Name</b><br><br>Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.<br><br><div style="border: 1px solid black; padding: 2px;">Brain Schamma</div>  |
| <b>2</b><br><b>2</b> | <b>Purchase Order and Sales Contact Email</b><br><br>Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.<br><br><div style="border: 1px solid black; padding: 2px;">bschamma@masterstransportation.com</div>   |
| <b>2</b><br><b>3</b> | <b>Purchase Order and Sales Contact Phone</b><br><br>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).<br><br><div style="border: 1px solid black; padding: 2px;">4172426913</div>   |
| <b>2</b><br><b>4</b> | <b>Company Website</b><br><br>Company Website (Format - www.company.com)<br><br><div style="border: 1px solid black; padding: 2px;">www.masterstransportation.com</div>  |
| <b>2</b><br><b>5</b> | <b>Entity D/B/A's and Assumed Names</b><br><br>You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.<br><br>In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.<br><br><div style="border: 1px solid black; padding: 2px;">No response</div> |

|                      |   |   |
|----------------------|---|---|
| <b>2</b><br><b>6</b> | <b>Primary Address</b>  | Primary Address<br><input style="width: 90%;" type="text" value="800 Quik Trip Way"/>   |
| <b>2</b><br><b>7</b> | <b>Primary Address City</b>   | Primary Address City<br><input style="width: 90%;" type="text" value="Belton"/>   |
| <b>2</b><br><b>8</b> | <b>Primary Address State</b>  | Primary Address State (2 Digit Abbreviation)<br><input style="width: 90%;" type="text" value="MO"/>   |
| <b>2</b><br><b>9</b> | <b>Primary Address Zip</b>  | Primary Address Zip<br><input style="width: 90%;" type="text" value="64012"/>   |
| <b>3</b><br><b>0</b> | <b>Search Words Identifying Vendor</b>                                    | <p>Please list all search words and phrases to be included in the TIPS database related to your entity. <b>Do not</b> list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">             Bus, buses, shuttle bus, van, mobility vehicle, non-emergency medical, motor coach, school bus, mpv, mfsab, prison transportation, inmate transportation, used buses, new buses, commercial buses, mobility van, daycare bus, Mobile office, mobile clinic, specialty vehicles, non-emergency medical transport, Collins, Thomas, BBluebird, Lion Electric, Forest River, Braun, VMI, FR Conversions, Microbird, Executive Coach, Type A, Type C, Type D, Glaval, Transit van, cutaway bus, labor hauler, bus sales, lift bus, lift van,           </div> |
| <b>3</b><br><b>1</b> | <b>Certification of Vendor Residency (Required by the State of Texas)</b> | <p>Does Vendor's parent company or majority owner:</p> <p>(A) have its principal place of business in Texas; <b>or</b> (B) employ at least 500 persons in Texas?</p> <p>Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;">             No           </div>  |
| <b>3</b><br><b>2</b> | <b>Vendor's Principal Place of Business (City)</b>                        | In what city is Vendor's principal place of business located?<br><input style="width: 90%;" type="text" value="Belton"/>  |
| <b>3</b><br><b>3</b> | <b>Vendor's Principal Place of Business (State)</b>                       | In what state is Vendor's principal place of business located?<br><input style="width: 90%;" type="text" value="Missouri"/>   |
| <b>3</b><br><b>4</b> | <b>Vendor's Years in Business</b>   | How many years has the business submitting this proposal been operating in its current capacity and field of work?<br><div style="border: 1px solid black; padding: 2px; width: 100px; float: left;">             30           </div>   |



**3 Certification Regarding Entire TIPS Agreement**

**5** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

**3 Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

**6** Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?***

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. The only limited exception to this discount is for limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which they offer a specific lesser discount. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. The only limited exception to this discount is for limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which they offer a specific lesser discount. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

**Example:** In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited services listed in Vendor's original proposal, typically in Pricing Form 2, for which vendor proposed a specific lesser discount, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?***

0%

**37 Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

**38 Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

**39 "Catalog Pricing" and Pricing Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

4  
0

## EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes ☐

4  
1

## TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

**4**  
**2** **TIPS Administration Fee Requirement and Acknowledgment**

**This is a requirement of the TIPS Contract and is non-negotiable.**

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

**4**  
**3** **TIPS Member Access to Vendor Proposal & Documentation**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to **TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

**4**  
**4** **Non-Collusive Bidding Certificate**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4  
5

#### **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4  
6

#### **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4  
7

#### **Required Confidentiality Claim Form**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

**4  
8** **Non-Discrimination Statement and Certification**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☒ Yes, I certify (Yes)

**4  
9** **Limitation of Vendor Indemnification and Similar Clauses**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☒ Yes, I Agree (Yes)

**5  
0** **Alternative Dispute Resolution Limitations**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

☐ Yes

**5  
1** **No Waiver of TIPS Immunity**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☒ Yes, Vendor agrees (Yes)

**5  
2** **Payment Terms and Funding Out Clause**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☒ Yes, Vendor agrees (Yes)

**5  
3** **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

**5  
4** **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes

**5** **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov.**  
**5** **Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes ☐



**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.  
6 Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes ☐

**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

5  
8

**Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

5  
9

**Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

60

**Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

61

**Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

62

**Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

63

**Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64

**Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

**6** **Regulatory Good Standing Certification - Explanation - Continued**

**5** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

N/A

**6** **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**6** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

**6** **Suspension or Debarment Certification**

**7** Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

☐ Yes

**6** **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

**8** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

**DEFINITIONS**

**Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

**Vendor certifies:**

**NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

**OR**

**SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

☐ None

**69 Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**70 Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**71 Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7**  
**2** **Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7**  
**3** **Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7**  
**4** **2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.



7  
5**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to these questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

7  
6**2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), 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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve 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 vendor agree?

7  
7**2 CFR Part 200 or Federal Provision - Termination**

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

**7 2 CFR Part 200 or Federal Provision - Clean Air Act**

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 the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

**7 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes

**8 0 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

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

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

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

Does Vendor certify that it has NOT lobbied as described herein?

**8 1 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

**8 2 2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

8  
3

## **2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes

8  
4

## **2 CFR Part 200 or Federal Provision - Rights to Inventions**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes

**8**  
**5** **2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

☐ Yes

8  
6**2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

8  
7**2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

8  
8**2 CFR Part 200 or Federal Provision - 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 FR 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

8  
9

## 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with 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 state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes ☐

9  
0

## 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes ☐

9  
1

## 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

☒ Yes, Vendor certifies

9  
2

## 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

☐ Yes



9  
3**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

9  
4**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

9  
5**2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

9  
6**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

9  
7

**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

**Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.**

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

9  
8

**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

|   |                                  |
|---|----------------------------------|
| TIPS 230204 Buses and<br>Other Transportation<br>Vehicles | Masters<br>Transportation<br>Inc |
|---|----------------------------------|

### TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

| Customer Entity Name        | Customer Contact Name | Valid Contact Email  | Valid Contact Phone |
|-----------------------------|-----------------------|--|---------------------|
| Example: ABC University     | Director John Doe     | <a href="mailto:jdoe@abcuniverisity.edu">jdoe@abcuniverisity.edu</a>   | 800-111- 2222       |
| Hays Consolidated ISD       | Filiberto Bonilla     | <a href="mailto:bonilla@hayscisd.net">bonilla@hayscisd.net</a>         | 512-268-8961        |
| Hot Springs School District | Rober Goodeaux        | <a href="mailto:goodeauxr@hssd.net">goodeauxr@hssd.net</a>             | 501-624-3372        |
| Clint ISD                   | Andres Parsley        | <a href="mailto:andres.parsley@clint.net">andres.parsley@clint.net</a> | 915-926-4902        |
| New Braunfels ISD           | Brian Gibson          | <a href="mailto:bgibson@nbisd.org">bgibson@nbisd.org</a>               | 830-627-6150        |
|                             |                       |  |                     |
|                             |                       |  |                     |
|                             |                       |  |                     |
|                             |                       |  |                     |
|                             |                       |  |                     |

TIPS CONTRACT 230204

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Master's Transportation Inc.

Vendor Authorized Signatory Name: Brian K. Schamma

Vendor Authorized Signatory Title: Executive Vice President

Vendor Authorized Signatory Email: bschamma@masterstransportation.com

Vendor Address: 800 Quik Trip Way

City: Belton State: Mo. Zip Code: 64012

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

**OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS**

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: \_\_\_\_\_

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

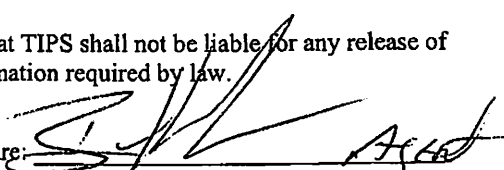
**OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS**

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.

- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

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

## **VENDOR SUPPLEMENTAL INFORMATION**

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

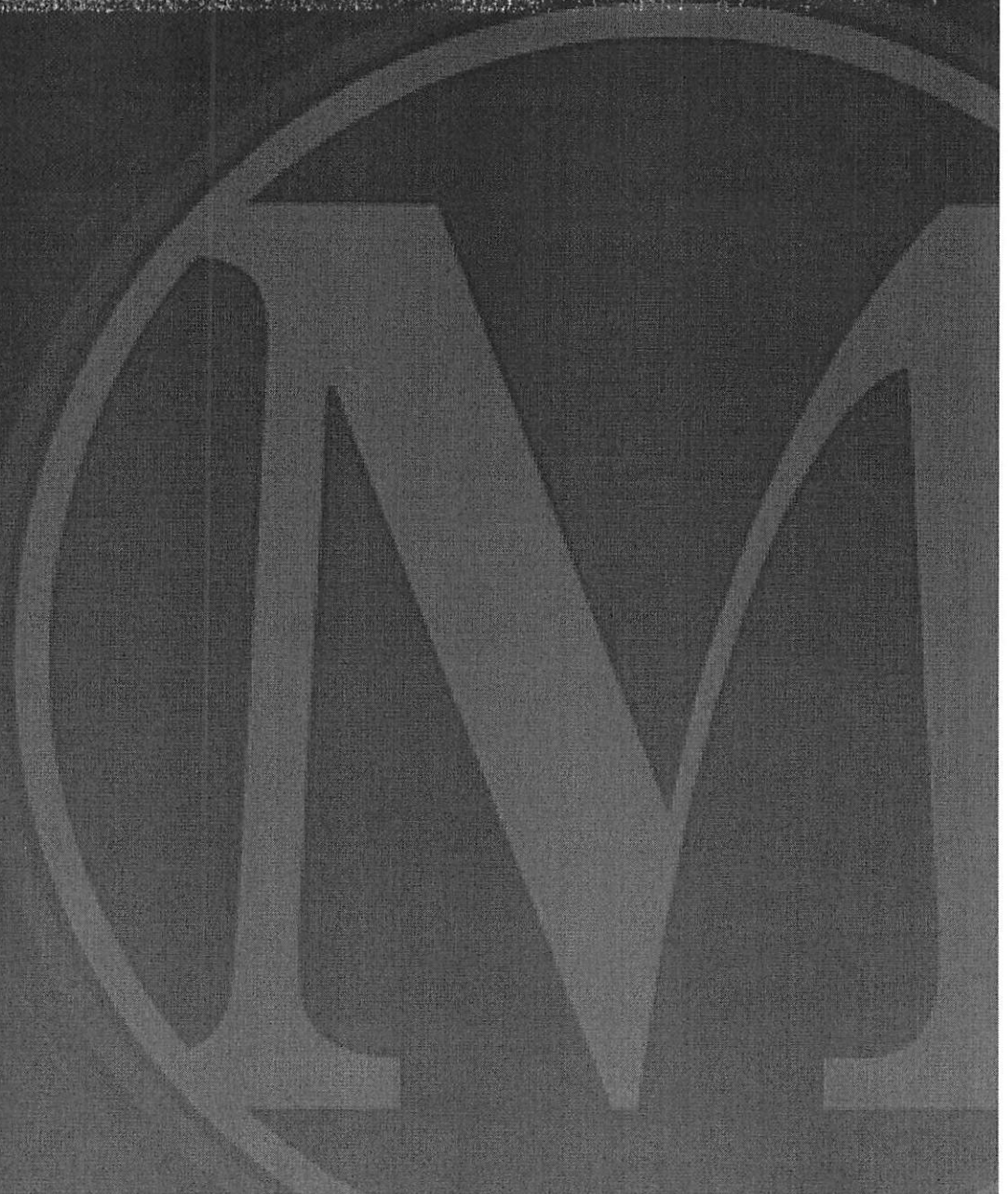
*[Faint, illegible text, likely a signature or stamp]*

# Master's Product Portfolio

---

MOVING PEOPLE

»»»»»»»» FORWARD »»





Master's represents the following brands:



## Lowered Floor Minivans

Braun, FR Conversions, VMI

- Braun Chassis: Chrysler Voyager
- FR Chassis: Chrysler Voyager and Chrysler Pacifica (Rear Ramp Only)
- VMI Chassis: Toyota Sienna and Chrysler Voyager
- Engine: Gas or Hybrid (Sienna Only)
- Up to 5 passengers or 2 Wheelchair Position



## Ford Transit Van Upfit

Master's Specialty Vehicles

- Chassis: Ford 350XL U4X or X2C Passenger Transit Van
- GVWR: 10,360 (U4X) or 9,250 (X2C)
- Roof: High (U4X), Medium (X2C)
- Engine: PDFi standard, EcoBoost optional
- Bus Door Option Available on U4X
- From 8 to 14 Passengers



## Low Floor Body on Chassis

New England Wheels

- Chassis: Dodge ProMaster
- GVWR: 9,350
- Engine: Gas
- Fold-Out Ramp (Exceeds ADA Requirements)
- Smart Air Suspension
- Rear Wheelchair Lift Available
- 9.75" Step-in Height Beats Competition by 20%
- Up to 8 Passengers + 3 Wheelchair Positions



## Light Duty

Glaval Universal

- Chassis: Ford E350 & E450
- GVWR: 12,500 - 14,500
- Front or Rear Wheelchair Lift Available
- Engine: Gas, CNG or Propane
- Up to 20 Passengers + 2 Wheelchair Positions + 2 Double Flips, 24 Passengers w/Rear Luggage or 28 All Passenger
- Altoona Tested



## Medium Duty

### Glaval Entourage

- Chassis: Ford F550
- GVWR: 19,500
- Engine: Gas or Diesel
- Up to 24 Passengers + 2 Wheelchair Positions + 2 Double Foldaways, 29 Passengers w/Rear Luggage or 33 All Passenger
- Altoona Tested



## Heavy Duty

### Glaval Concorde II, Glaval Legacy and Executive Coach (EC)

- Concorde II Chassis: Ford F650
- Concorde II Engine: Gas or Diesel
- GVWR: 26,000
- Legacy and EC Chassis: Freightliner
- Legacy GVWR: 26,000
- EC GVWR: 33,000
- Legacy and EC Engine: Diesel
- Front or Rear Wheelchair Lift Available
- Concorde II: Up to 34 Passengers + 2 Wheelchair Positions + 1 Double Foldaway + 2 Double Flips, 39 Passengers w/Rear Luggage or 45 All Passenger
- Legacy: Up to 36 Passengers + 2 Wheelchair Positions + 1 Double Foldaway + 2 Double Flips, 41 Passengers w/Rear Luggage or 45 All Passenger
- EC: 37 to 51 passengers
- Glaval is Altoona Tested



## Luxury Heavy Duty

### Executive Coach

- Chassis: Freightliner
- GVWR: 36,000
- Engine: Diesel
- Up to 57 Passengers



## Type A - School Bus

### Collins

- Chassis: Ford E-Series, Chevy Express, Ford Transit
- Engine: Gas
- Single or Dual Rear Wheels
- Up to 35 Passengers
- MVP, MFSAB, Yellow School Bus





## Electric School Bus

LionC

- TX ONLY
- Range: 100 to 155 Miles Per Charge
- Single-Speed Electric Powertrain
- 19.2 kW AC On-Board Charger
- Up to 72 Passengers



## Scan to view our inventory!

In addition to new in-stock shuttle buses, school buses, and commercial vans, we also offer the largest selection of used inventory in the nation!

# Over 400 used vehicles available today!



|                      |                      |
|----------------------|----------------------|
| <b>Item Number:</b>  | <b>15.C.</b>         |
| <b>Meeting Date:</b> | <b>5/9/2023</b>      |
| <b>Item Type:</b>    | <b>NEW BUSINESS:</b> |

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval to Enter into a 63-month Lease Agreement with Canon Solutions America, Incorporated ("CSA"), Utilizing the OMNIA Partners, Public Section Cooperative Purchasing Program - Lead Agency University of California Contract # 2020002755, for the Lease of Copier Equipment and Uniflow Software Systems for the Cape Coral Charter School Authority and City of Cape Coral Oasis Charter Schools for a Total Lease Amount of \$263,136 (annual amount of \$51,264); and Authorize the Superintendent of the City of Cape Coral Charter School Authority, and the City of Cape Coral Oasis Charter Schools for the lease and all related documents after the Approval of the Cape Coral City Council - Wanda Roop, Procurement Manager, City of Cape Coral

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

| Description                                | Type            |
|--|-----------------|
| ▣ CANNON UC CONTRACT                       | Backup Material |
| ▣ CANNON UC CONTRACT ATTACHEMENTS          | Backup Material |
| ▣ CANON SALES & SERV AGREEMENT FACE        | Backup Material |
| ▣ CANON SALES & SERV AGREEMENT<br>ADDENDUM | Backup Material |
| ▣ CANON ADDENDUM TO ORDER<br>SCHEDULE-PO   | Backup Material |

**University of California (UC)**

**Contract # 2020002755**

*for*

**Print Goods and Services**

*with*

**Canon Solutions America, Inc.**

**Effective: December 16, 2020**

The following documents comprise the executed contract between the University of California, Office of the President and Canon Solutions, America, Inc. effective December 16, 2020:

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



# UNIVERSITY OF CALIFORNIA

## Purchasing Agreement # 2020002755

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.

Supplier: Canon Solutions America, Inc. One Canon Park, Melville, New York 11747

### 1. Statement of Work

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

### 2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **12/16/20** and through **12/15/25** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for 5 (**five**) 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 the SOW.
  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:

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

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

|                |  |
|----------------|--|
| <b>Name</b>    | Noelle Vidal   |
| <b>Phone</b>   | 510.987.0725   |
| <b>Email</b>   | <a href="mailto:noelle.vidal@ucop.edu">noelle.vidal@ucop.edu</a> |
| <b>Address</b> | 1111 Franklin Street   |
|                | Oakland, CA 94607  |

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

|                |  |
|----------------|--|
| <b>Name</b>    | Monte Ratzlaff   |
| <b>Phone</b>   | 51-987-0858  |
| <b>Email</b>   | <a href="mailto:Monte.ratzlaff@ucop.edu">Monte.ratzlaff@ucop.edu</a> |
| <b>Address</b> | 1111 Franklin Street   |
|                | Oakland, CA 94607  |

To UC, regarding contract issues not addressed above:

|                |  |
|----------------|--|
| <b>Name</b>    | Michael Wegmann  |
| <b>Phone</b>   | 510-987-0428   |
| <b>Email</b>   | <a href="mailto:Michael.wegmann@ucop.edu">Michael.wegmann@ucop.edu</a> |
| <b>Address</b> | 260 Cousteau Place Suite 150   |
|                | Davis, CA 95618  |

To Supplier:

|                |  |
|----------------|--|
| <b>Name</b>    | CSA Customer Care  |
| <b>Phone</b>   |  |
| <b>Email</b>   | <a href="mailto:Customercare@csa.canon.com">Customercare@csa.canon.com</a> |
| <b>Address</b> | 300 Commerce Square Blvd.  |
|                | Burlington, NJ 08016   |

Legal Notice for Canon Solutions America, Inc.

|                |  |
|----------------|--|
| <b>Name</b>    | VP, Legal  |
| <b>Phone</b>   |  |
| <b>Email</b>   | <a href="mailto:legal@csa.canon.com">legal@csa.canon.com</a> |
| <b>Address</b> | One Canon Park   |
|                | Melville, NY 11745   |

## 6. Intellectual Property, Copyright and Patents

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

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

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

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

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

## **8. Prevailing Wages**

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

## **9. Fair Wage/Fair Work**

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

## **10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts**

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

## **11. Insurance**

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE –Canon Solutions America, Inc.

## **12. Cooperative Purchasing**

Supplier agrees to extend for Goods and/or Services to participating agencies (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of this agreement, subject to 16(i) below, the terms of which shall be controlling. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC’s responsibility except as outlined in the above referenced Request for Proposal “RFP – Print Goods and Services- – UC Systemwide.” Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved by each participating agency.

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

See SOW

## **14. Records about Individuals**

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



## 15. Amendments to the UC Terms and Conditions of Purchase

15 A. The UC Terms and Conditions of Purchase, dated 2/20/2020 are hereby amended as follows:

- i. **Article 2.D.** The last sentence is amended to read in full as follows: "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. Such excess costs shall be limited to replacement of substantially like or similar replaced Goods or Services."

- ii. **Article 4** first sentence is amended to read in full as follows.

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 a 10 day inspection and test by UC at all times and places.

- iii. **Article 7(B), subsection 1** is amended with the following addition: "The foregoing provision governs only to the extent not directly addressed in a scope of work, software end user license agreement, or other instrument negotiated between the parties. Third party developed software is subject to its end user license and applicable maintenance agreement which shall solely govern as to the matter contained therein, and any modifications thereto must be approved by the licensor or developer."

- iv. **Article 8** The first paragraph is amended as follows: "Supplier 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 Supplier'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."

- v. **Article 17A** is amended to read in full as follows:

Price Decreases. Supplier agrees to immediately notify UC of any manufacturer suggested retail price (MSRP) decreases from its suppliers, and to pass through to UC any price decreases based on the discount structure in the Agreement.

- vi. **Additional Terms:**

- a. Supplier shall not be liable (i) for bodily injury (including death) or tangible property damage except to the extent caused by supplier's negligence or willful misconduct, or (ii) for loss of revenue or profit, loss or corruption of data, or special, punitive, indirect, incidental or consequential damages, arising out of this Agreement or the performance or non-performance of any services or the use of or inability to use any products, regardless of the legal theory on which a claim may be based and even if Supplier has been advised of the possibility of such damages.

Supplier's liability on any claim arising out of or related to this Agreement and any other agreements entered into in connection therewith, regardless of the legal theory on which the claim is based, shall not exceed in an aggregate amount the sum of (a) if customer purchased any products, the total purchase price paid by customer (or the leasing company if leasing) to Supplier for the products subject to the claim, and (b) as to all other liability of Supplier, charges paid or payable by customer for the products or services subject to the claim for twelve (12) months preceding the date on which the claim is made. Should customer have prepaid any amount for services subject to the claim, such amount shall be amortized over the applicable term of said services and Supplier's liability shall be limited to twelve (12) months of such amortized payments.

**15. B The UC Terms and Conditions of Equipment Lease, dated 12/15/1994 are hereby amended as follows:**

- i. **Article 2** first sentence is amended to read in full as follows: The rest of the Article remains the same.  
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 a 10-day inspection and test by UC at all times and places.
- ii. **Article 5**
  - a. The first paragraph is amended by adding the following: "In order to terminate the Agreement or an order there under due to funding non-appropriation, University must provide Supplier with written notice of the insufficient funding. The notice must certify that the canceled equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. In addition, the University will be required to return the equipment to Supplier with transportation costs borne by Supplier. The University will then be released from its obligation to make any further payments beyond those through the end of the last fiscal year for which funds have been appropriated."
  - b. The third paragraph is amended by adding the following: "In addition, upon UC's default, UC would be responsible for all amounts owed at the time of termination, plus the balance of lease payments"
- iii. **Article 11** is amended to read in full as follows: "Should the Goods and/or Services become, or in Lessor'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, Lessor 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 Lessor with notice of such claim or threat. Following receipt of such notice, Lessor will either (at Lessor'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."
- iv. **Article 15** last sentence is amended to read in full as follows: "Service penalties associated with equipment maintenance and corresponding equipment downtime shall be as set forth in the Scope of Work."
- v. **Article 17** is amended in full to read as follows: "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 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."
- vi. **Article 18** is amended with the following addition:  
"Additional end of term Options – Supplier shall provide notice to UC departments at ninety (90) days and again at thirty (30) days prior to end of the initial lease term that the end of term is imminent. Except in the

case of a lease schedule containing a \$1.00 purchase option, University shall, for each order (as to an individual unit or all units provided under the order) inform Supplier in writing as to its intentions regarding renewal or return of leased equipment. In the absence of the UC department's response to Supplier in writing, Supplier may seek the assistance of the University's procurement department to obtain the written notification of renewal or return of leased equipment. Each schedule renewal approved by UC will be on a month to month basis at the same payment amount and frequency unless University, at least thirty (30) days before the end of the scheduled term of the order or any renewal term, either; (i) exercises the purchase option in accordance with the terms hereof, or; (ii) sends to Lessor or Supplier written notice that University does not want to renew the order and at the end of such term returns the respective equipment as provided below. Lessor may cancel the automatic renewal term by, at least thirty (30) days before the end of any term, sending written notice that Lessor does not want the respective order to renew. Unless the order automatically renews or University purchases the equipment as provided in the agreement, shall, at the termination of the respective schedule, return the equipment to Lessor in good operating condition. University shall at the termination of the respective lease or order, make the equipment available to Lessor for pick up. The equipment shall be in good operating condition, ordinary wear and tear resulting from proper use excepted (and if not in such condition, additional fees may apply). If, for any reason, University shall fail to make the equipment available to Lessor for pick up by the last day of the applicable term, University shall pay to Lessor upon demand, one billing period's payment (as specified in the applicable order), for each billing period, or portion thereof that such delivery is delayed."

15.C. The UC Appendix Data Security is amended as follows:

**Article 1 is modified as follows:** The following is added to the end of Article 1, Subsection A:

Notwithstanding any provision in this Appendix to the contrary: (i) this Appendix only applies to the extent CSA (or "Supplier") possesses UC Institutional Information as applicable to the Goods and Services (collectively "Services") provided under the Agreement, and to CSA's IT Resources where such UC Institutional Information is stored or processed; (ii) As of the Effective Date the Goods and Services will not include the removal of UC Institutional Information from UC's Information Resources, nor the storage or processing of UC Institutional Information by CSA, and should subsequent Services include same, the parties will review this Appendix and mutually agree on its applicability prior to such new Services being provided.

## 16. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent (subject to Section 12 above), 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. Purchasing Agreement # 2020002755
- b. UC Terms and Conditions of Purchase Dated 2/27/20
- c. UC Terms and Conditions of Equipment Lease Dated 12/15/94
- d. UC Appendix – Data Security Dated 8/12/19
- e. UC Appendix - Business Associate (HIPAA) Dated 8/2/19
- f. UC Appendix – General Data Protection Regulation (GDPR) Dated 8/21/19
- g. UC Appendix – eCommerce dated 7/19/19
- h. Statement of Work – Attachment A
- i. OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

j. RFP – Print Goods and Services – UC Systemwide

## 17. 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

DocuSigned by:

Justin Sullivan

C51AF9F2384C40B...  
(Signature)

Justin Sullivan, Director, Strategic Sourcing

(Printed Name, Title)

12/16/2020

(Date)

Canon Solutions America, Inc.

DocuSigned by:

Peter Kowalczyk

5AABE3CE833E4B5...  
(Signature)

Peter Kowalczyk President

(Printed Name, Title)

12/15/2020 | 6:56 PM PST

(Date)



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

### ARTICLE 1 – GENERAL

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

### ARTICLE 2 – TERM AND TERMINATION

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

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

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





# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

### ARTICLE 4 – INSPECTION.

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

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

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

### ARTICLE 6 – WARRANTIES

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

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



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

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.



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

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.





# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

### 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



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

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

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

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

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

### ARTICLE 11 – FEDERAL FUNDS

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

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





# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

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.



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

### 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.



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

- 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



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

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.





# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

### 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.



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

- 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





## UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

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.



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

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:



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

- 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:



## UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

- (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.



# 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





# UNIVERSITY OF CALIFORNIA

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.



# UNIVERSITY OF CALIFORNIA

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 \$ 2,000,000

2. Products/Completed Operations \$ 2,000,000

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 \$ 3,000,000 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.

**ARTICLE 1. PURPOSE AND INTRODUCTION**

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

---

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



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

## ARTICLE 2. DEFINED TERMS

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

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

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

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

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

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

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

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

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



---

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

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

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

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

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

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

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

---

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



**ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION**

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

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

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

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

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

2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
  3. The nature of the Breach and/or Security Incident;
  4. The Institutional Information and/or IT Resources affected;
  5. What Supplier has done or will do to mitigate any deleterious effect; and
  6. What corrective action Supplier has taken or will take to prevent future Security Incidents.
- B. Supplier will provide other information as reasonably requested by UC.
- C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.
- D. **Coordination of Breach Response or Security Incident Activities:** Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:
1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
  2. 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 4<sup>3</sup>, Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

---

<sup>3</sup> See Exhibit 1.

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

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





## Exhibit 1 – Institutional Information

### 1. Protection Level Classification<sup>1</sup>:

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

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

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

### 2. Institutional Information data element descriptors:

Select all data types that apply:

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

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

- P. ☐ Other: \_\_\_\_\_
- 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.]



# 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

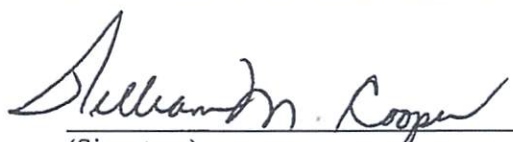
- A. Termination for Cause. UC may terminate this Appendix BAA and any Underlying Agreement(s), if UC determines BA has violated a material term of the Appendix BAA.
- B. Upon termination of this Appendix BAA for any reason, with respect to PHI received from UC, or created, maintained, or received by 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.

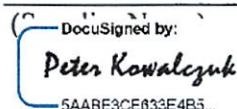
#### THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

  
(Signature)

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

#### BUSINESS ASSOCIATE

Canon Solutions America, Inc.

  
(Signature)

Peter Kowalczyk President  
(Printed Name, Title)  
12/15/2020 | 6:56 PM PST  
(Date)

## **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:

|                |                          |  |
|----------------|--------------------------|--|
| <b>Name</b>    | See Purchasing Agreement |  |
| <b>Phone</b>   |                          |  |
| <b>Email</b>   |                          |  |
| <b>Address</b> |                          |  |

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.

Processor does not anticipate processing Data as defined herein. However, Processor will be selling and providing maintenance services on multifunctional copier devices (MFDs) under this Agreement, which will be operated by Controller to scan, copy, and generate protected information on Controller premises. All MFDs include encrypted hard drive where data cannot be accessed or read by Processor employees.

MFDs can be configured to erase stored data directly after each printout. Additionally, a complete deletion of the system and a return to the delivery state is even possible and can be performed simply without the help of technicians. All data is overwritten up to nine times.

As such, any access to protected personal information would be purely incidental and is not anticipated.

2. The purposes(s) of the processing of Data to be carried out by the Processor on behalf of the Controller includes:

Processor does not anticipate processing Data as defined herein. However, Processor will be selling and providing maintenance services on multifunctional copier devices (MFDs) under this Agreement, which will be operated by Controller to scan, copy, and generate protected information on Controller premises. All MFDs include encrypted hard drive where data cannot be accessed or read by Processor employees. As such, any access to protected personal information would be purely incidental and is not anticipated.

3. The Data to be processed by the Processor on behalf of the Controller in the performance of Services includes the following: TYPES OF DATA, E.G., NAME, TITLE, CONTACT INFORMATION, BIRTHDATE, AGE, IDENTIFICATION NUMBERS, ACADEMIC RECORDS, FINANCIAL DATA: the Data may also include the following sensitive data: 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: None
5. Controller authorizes the Processor to subcontract the following processing activities to the following Subprocessors: None
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: None

## **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]**

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



# UNIVERSITY OF CALIFORNIA

## 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]

## Attachment A - Statement of Work (SOW)

**1. General**

- 1.1 Description of the Scope of Services: The purpose of this Statement of Work is for Supplier to sell and/or lease to University multifunction devices (MFDs) with copy, print, scan, and optional fax functionality, and/or Laser Printers, along with related products and support, in a cost effective and efficient manner, accompanied by high standards of quality and service, aligned with University's needs as further detailed herein.
- 1.2 Participating Locations: Supplier shall make all terms of the Agreement available to all current and future locations of the University of California.

**2. Program Requirements**

- 2.1 Program Manager: Supplier shall assign a Program Manager who will have the overall account management responsibility, as well as a dedicated Account Manager per UC Location.
- 2.2 Supplier's Program Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

|         |  |
|---------|--|
| Name    | Dave Wetzel  |
| Phone   | 940-580-9233   |
| Email   | <a href="mailto:dwetzel@csa.canon.com">dwetzel@csa.canon.com</a> |
| Address | 12856 Interurban Ave S.,   |
|         | Seattle, WA 98168  |

Supplier's Account Management Team is:

|         |  |
|---------|--|
| Name    | Hilda Martinez – Sales Manager, Southern Cal (1)                     |
| Phone   | 626-482-2570   |
| Email   | <a href="mailto:hmartinez@csa.canon.com">hmartinez@csa.canon.com</a> |
| Address | 207 Goode Ave, Ste 400   |
|         | Glendale, CA 91203   |

|         |  |
|---------|--|
| Name    | Chad Dorman – Sales Manager, Southern Cal (2)                      |
| Phone   | 949-231-0223   |
| Email   | <a href="mailto:chdorman@csa.canon.com">chdorman@csa.canon.com</a> |
| Address | 3900 Kilroy Airport Way, Ste 3900                                  |
|         | Long Beach, CA 90806   |

## Attachment A - Statement of Work (SOW)

|         |   |
|---------|---|
| Name    | John Gerckens – Sales Manager, Northern Cal |
| Phone   | 516-477-0523                                |
| Email   | jgerckens@csa.canon.com                     |
| Address | 3300 North First Street                     |
|         | San Jose, CA 95134                          |

**2.3 Program Administration:** Supplier must provide the necessary staff, infrastructure, and other resources at a level sufficient to ensure efficient, effective, and continually improving fulfillment of its obligations under this Agreement, and as further detailed in the RFP and Supplier's Response, including, but not limited to:

- 2.3.1 All support to be available no less than Monday – Friday, 8:00am-5:00pm (Pacific).
- 2.3.2 Provide a toll-free 800 number for Customer Service calls.
- 2.3.3 Coordinate contract/program implementation, including designating associated Project Manager.
- 2.3.4 Account management for on-going contract monitoring, maintenance and communication.
- 2.3.5 Account Representative(s) dedicated to UC Locations.
- 2.3.6 To insure customer service satisfaction, Supplier is required to call customer 3 business 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.
- 2.3.7 Supplier's account representative must make frequent on-site visits sufficient to effectively address and resolve issues related to the fulfillment of Suppliers obligations under the Agreement including, but not limited to: customer orders, problems, and invoice disputes; increase sales activity; advise regarding cost reduction and process improvement opportunities; assist in resolving problems; demonstrate products; provide training; and other customer services as required for the efficient operation of the program.
- 2.3.8 Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns.
- 2.3.9 Regular business review meetings (frequency to be determined by each location, though no less than quarterly) between Supplier's account manager and other representatives as needed (specialists, local representatives, management) and UC Purchasing and/or MFD/Printer Fleet Management Program at each location to review and discuss agreement purchase activity, Supplier key performance indicators (KPIs) and metrics, outstanding issues, new products and services roadmaps, and other related issues.
- 2.3.10 Maintain a customer service satisfaction level of 98% or better as evidenced by the results of regular customer survey's conducted by supplier.
- 2.3.11 A designated contact for billing/invoicing questions and issues.
- 2.3.12 Guarantee transaction accuracy of 99% or higher.

## Attachment A - Statement of Work (SOW)

- 2.3.13 Ensure that all Supplier support staff are oriented and trained on Supplier's transaction systems and other infrastructure and processes at a level sufficient to meet University's needs and comply with Supplier's obligations under the Agreement.
- 2.4 Consistency: Supplier must provide and assure consistency across all UC Locations in the following areas:
- 2.4.1 Pricing on all Products
  - 2.4.2 Discounts on all Products
  - 2.4.3 Support offerings
  - 2.4.4 New Support offerings
  - 2.4.5 Customer Service
  - 2.4.6 Quality Control
  - 2.4.7 Ordering and Payment Processes and Systems
- 2.5 Partnering: Suppliers must establish and maintain a partner relationship with UC Location Purchasing and/or MFD/Printer Fleet Management Program with respect to MFDs and Laser Printers at each location to achieve objectives such as:
- 2.5.1 Improving Supplier performance
  - 2.5.2 Improving product and service quality
  - 2.5.3 Improving equipment utilization levels to reduce costs
  - 2.5.4 Increasing sales through product show sponsorship and other marketing assistance
  - 2.5.5 Reduction of paperwork and increased efficiency through consolidated invoicing and other methods
  - 2.5.6 Competitive pricing strategies
- 2.6 In the event of a problem, Supplier makes the following escalation process available to UC:
- 2.6.1 "Client Relationship Escalation Procedures": To effectively manage the Client relationship, Supplier shall maintain a document transformational business model and strategy that demonstrates various 'touch points' within both organizations that covers:
- Management: Allows the effective Operational Management of the contract with respect to the provision of the service and delivery of the documented Key Performance Indicators (KPIs) and Key Risk Indicators (KRIs) across all the business streams.
  - Innovation: Allows a continuous focus on innovation of existing contracted services plus a focus on new value-added propositions.
  - Review: Provides a regular Strategic review process at a senior corporate level that enables both parties to understand synergies between both organizations that will add value to the relationship through the contract period.

## Attachment A - Statement of Work (SOW)

- 2.6.2 **Issue Escalation Procedures:** The effective management of risk and issues is an essential component of all successful programs. At the beginning of the implementation period Supplier will develop a risk and issue log that will be jointly managed with University of California on a regular basis. The risk and issue log will ensure accountability for risks and issues together with clear action to manage and, where possible, mitigate risk and resolve issues. Equally, Supplier will agree to risk and issue thresholds with University of California to ensure the appropriate level of visibility and escalation. The escalation of risks and issues will be managed through an agreed management hierarchy based on their type and criticality.
- 2.6.3 **Technical Service Escalation/Problem Resolution Process** (see escalation process in Exhibit 3 Supplier UC Account Support Team. The steps for problem escalation are as follows:
- If the problem is not identified: Customer Service Engineer (CSE) contacts the Supplier Hotline to notify the Work Group Leader, who must respond within one hour.
  - If the problem remains unidentified and or unresolved: CSE re-contacts the Work Group Leader and the Supplier Field Manager for Customer Service to get further assistance and direction. This activity must transpire within 1-3 hours.
  - If Problem is still not identified or resolved: CSE contacts Work Group Leader, Customer Service Technical Specialist, and Field Manager for Customer Service to obtain further suggestions/information. This should occur within 3-4 hours.
  - If Problem is still not identified or resolved: CSE makes arrangements to receive site assistance from Work Group Leader/Customer Service Technical Specialist, and notifies the customer's decision maker on equipment status. This should occur within four to six hours.
  - If Problem is still not identified or resolved: CSE, Work Group Leader and Customer Service Technical Specialist contact Field Manager Technical Service to seek assistance outside the immediate support team. This should occur within six to eight hours.
  - If Canon is unable to correct the issue at this point, Canon Customer Satisfaction Policy states: If Customer is not satisfied with the performance of a Canon or Océ brand product, upon Customer's written request, Supplier in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, Supplier shall have the opportunity to return the product to good working order in accordance with the terms of this Contract. This policy shall apply for 5 years from the date of installation or for the initial term of any Canon Financial Services, Inc. lease, if longer, provided Customer is not in default of its Customer Agreement and such maintenance services have not been canceled or terminated.

Attachment A - Statement of Work (SOW)

- 2.7 Disaster Recovery/Business Continuity Plan: Supplier must establish, test, and maintain a Disaster Recovery/Business Continuity Plan, and deploy other systems and processes as necessary, in order to ensure efficient and timely fulfillment of its obligations under this Agreement in the event of a disaster or other service interrupting event.
- 2.8 Service Standards: During the term of this Agreement and any extension(s) of the Term, Supplier will provide the following minimum service standards:
  - 2.8.1 Uptime per device – 96% measured as a quarterly average
  - 2.8.2 Response time per device (MFDs) – 4 business hours within 1 business hour acknowledging call back from technician or dispatch – starting from time of call placement, measured as a quarterly average.
  - 2.8.3 Response time per device (MFDs) – Areas beyond 20 miles from a major UC Location – Maximum 8 hours or upon mutually agreed time frame with field office or location administrator.
  - 2.8.4 Response time per device (Laser Printers) – within 2 business days
  - 2.8.5 Repair time – Average of 2 hours measured as a quarterly average.
  - 2.8.6 Delivery-equipment (new equipment) – 10 business days from Supplier receipt of order. Delivery between 8 a.m. and 12 p.m. (PST) with one-hour pre-delivery call, unless otherwise arranged.
  - 2.8.7 Delivery-replacement parts (MFDs) – within 8 business hours from Supplier receipt of order. Parts must be new unless pre-tested refurbished parts are requested by UC for a reduced cost.
  - 2.8.8 Delivery-replacement parts (Laser Printers) – within 2 business days from Supplier receipt of order. Parts must be new.
  - 2.8.9 Delivery – Supplies – within 2 business days from Supplier receipt of order
  - 2.8.10 Installation (MFDs) – upon delivery unless otherwise arranged
  - 2.8.11 Installation (Laser Printers) – if requested, within 2 business days of delivery unless otherwise arranged
  - 2.8.12 Setup – Within 4 business hours of delivery
  - 2.8.13 Training, initial customer training and IT support: Unlimited user training on features and functionality at no charge. Initial IT support at no charge.
  - 2.8.14 Return customer calls (at no cost to UC) – within 1 hour
  - 2.8.15 Resolve billing issues – within 10 business days
- 2.9 During the term of this Agreement and any extension(s) of such term, Supplier shall provide after-hours services based on the following service standards:
  - 2.9.1 Response time – Average 4 hours
  - 2.9.2 Repair time – Average 2 hours
- 2.10 Maintenance services requested and performed outside Supplier's normal business hours will be charged to UC at the rates provided in Exhibit 1. Supplier shall not charge

## Attachment A - Statement of Work (SOW)

UC more than thirty (30) minutes travel time for the services performed after normal business hours.

- 2.11 Supplier agrees to provide to UC, during Supplier's normal business hours (Monday-Friday, 8:00am-5:00pm Pacific), the maintenance necessary to keep the Product in, or restore the Product to, good working order. This maintenance service includes maintenance, based upon the specific needs of individual Product, as determined by Supplier, and unscheduled, on-call remedial maintenance.

Maintenance will include, but is not limited to, lubrication, adjustments, and the replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance services provided under this Agreement does not assure uninterrupted operation of the Product. Maintenance shall not include repairs necessitated by factors other than normal use (e g. willful or negligent acts, service provided by unapproved third parties, ambient conditions, use of parts or supplies not provided by Supplier, etc.).

Maintenance service requested and performed outside Supplier's normal business hours will be charged to UC at Supplier's applicable time and material rates and terms as provided in this Agreement.

Maintenance costs must be fixed or lowered during the term of the contract. Maintenance costs cannot increase in price during the initial term of the Agreement. Maintenance costs itemized on each individual order schedule shall be fixed for the initial term stated on the schedule, not to exceed sixty (60) months and shall be subject to annual increase thereafter.

Toner and staples ("Consumables") are provided at no additional charge for exclusive use with the Equipment. If you use the Consumables in a different manner and your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by Supplier, Supplier may invoice you for such excess usage provided, that Supplier shall not invoice you for such excess toner usage unless and until Supplier has first notified you of the excess toner usage, and until you and Supplier have consulted in good faith in an attempt to identify the reason(s) for the excess toner usage and you have had a reasonable opportunity, if practicable, to rectify the excess toner usage. Additional toner may be purchased from Supplier if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain Supplier's property and shall be returned promptly upon termination of this Agreement.

### Relocation of Copiers

During the course of this Agreement, it may be necessary for various reasons to relocate installed copiers. After initial installation, upon customer request, any multi-function copier between 20 PPM and 105 PPM may be relocated one (1) time per Customer Agreement

## Attachment A - Statement of Work (SOW)

period at no additional charge. The number of relocations provided at no additional charge shall not exceed the aggregate number of units installed per member under this Customer Agreement. Any relocations in excess of this, shall be invoiced at CSA's then current rates.

- 2.12 **Service Warranty:** Supplier warrants that services will be performed in a good workmanlike manner in accordance with the applicable service description. Supplier will service during the warranty as well as during the Service Contract through its own Service Organization. It is understood and agreed by UC that Supplier retains exclusive ownership and control of any proprietary software diagnostics utilized in servicing the Products. Supplier to provide MFD and Laser Printer warranty (Parts and labor) 90 Days.
- 2.13 **Product Warranty** Supplier warrants the Canon Brand equipment it supplies will be free from defects in material and workmanship for ninety (90) days from the date of delivery. In addition, after such ninety (90) day period, Supplier will maintain such equipment in good operating order per manufacturer's specifications provided subject to normal use. Within five (5) years for purchase or the term of the lease, of original installation of any newly installed Canon brand equipment covered by the agreement, Supplier will at Customer's written request, replace such equipment with a like unit if Customer meets the following three conditions: (1) The equipment is continuously and exclusively serviced by Supplier or it's subcontractor from and including the date of original installation; (2) Customer fulfills all terms of the agreement; (3) Before requesting a replacement unit, Customer gives Supplier the opportunity to cure any service problems which Customer may have with the equipment. In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Supplier will supply a loaner unit until the machine is restored to good working order. Supplier to provide MFD and Laser Printer warranty (Parts and labor) 90 Days.
- 2.14 **Non-Performance Penalty:** Supplier agrees to credit UC for not complying with the service standards specified in Section 2.8, as follows:

- 2.14.1 Maintenance credit - Up to one hundred (100) percent credit to individual UC Locations of monthly maintenance charge for individual MFD availability of less than ninety-six (96) percent calculated for each MFD as specified below:

| Uptime %      | Credit (off maintenance monthly charge) |
|---------------|---|
| Uptime %      | Credit (off maintenance monthly 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%                                      |



## Attachment A - Statement of Work (SOW)

|                 |      |
|-----------------|------|
| 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 of half-hour.

Credits to be calculated based on prorated share of maintenance charge to be calculated and prorated on a per equipment/unit basis.

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:

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.

- 2.14.2 Delivery credit - Up to fifteen (15) percent of the UC net purchase price and/or monthly lease charge to be calculated on a per equipment unit basis for each device as specified below. The credit for late delivery will not apply in the event Supplier provides, within required delivery time as stated in 2.8 above, a loner acceptable by UC ordering department.

| <b>Delivery Schedule</b><br>(Business Days) | <b>Credit</b><br>(Off UC purchase/lease price) |
|---|--|
|---|--|

## Attachment A - Statement of Work (SOW)

|                   |       |
|-------------------|-------|
| 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% |

2.14.3 The minimum quality of service standards set forth above recognize that occasional errors are likely, however, the Supplier further agrees to use best efforts to achieve 100% of service level. Should the service levels fall below the minimum standards and the Supplier does not take corrective action within thirty (30) days following University written notification, the University reserves the right to terminate the Agreement immediately.

2.15 Delivery and Installation:

2.15.1 Supplier shall provide delivery and installation of devices, including fulfillment process from UC Purchase Order submission to delivery, all at no separate or additional charge to University. UC has the option to accept or reject all Products delivered after promised delivery time, and in addition, may hold Supplier liable to an direct damages caused by late delivery as determined and documented by UC; provided, however, in no event shall the amount of such direct damages exceed UC documented replacement substitution cost for Products ordered. Supplier will report any delivery delay whatsoever to the ordering location, as well as its cause, within two (2) days after Supplier is able to reasonably determine there will be such a delay; such report will be provided to UC by telephone, email, or facsimile. Supplier shall keep UC fully informed if late delivery is due to causes beyond the reasonable control and without the fault or negligence of Supplier, including but not limited to: acts of God, war, civil commotion, governmental action, fire, floods, unusually severe weather, explosions, earthquakes, strikes or walkouts against UC, quarantine restrictions, or other causes beyond reasonable control of Supplier.

2.15.2 Suppliers' dedicated account representative must coordinate all the delivery, installation and training processes with designated representative(s) at each UC Location.

2.15.3 Supplier will provide a written acknowledgment of equipment delivery and installation.

## Attachment A - Statement of Work (SOW)

2.16 **Training:** Supplier must provide training to UC authorized personnel sufficient to enable the proficient and productive use of Supplier's devices, systems and processes including, but not limited to:

- Initial Training (following installation)
- Follow-up training
- On-going training (existing and new users)

2.16.1 Training to be provided by Supplier at UC Locations at mutually agreed upon dates and times, at no charge to UC.

2.17 **Sustainability:** Suppliers shall comply with the University of California Sustainable Practices Policy which is the University's standard for all sustainable practices including, but not limited to:

2.17.1 For each device covered under the Agreement that are included in sections 8.1 and 8.2 below, Supplier must provide that device's EPEAT rating (Gold, Silver, Bronze) along with the EPEAT recorded options score. Each device must have achieved a minimum EPEAT rating of Bronze.

2.17.2 Provide a take back process for toner cartridges and other consumables at no additional cost to University.

2.17.3 Post-Consumer Waste (PCW) Paper:

- All devices shall be able to use recycled content paper 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 Supplier'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 Supplier to test and determine the appropriate resolution.

2.17.4 Environmentally Responsible Packaging: Supplier agrees to use good faith efforts to utilize minimal packaging, environmentally responsible packaging, recycling practices, and packaging take back for reuse, to minimize the adverse effects of packaging on the environment.

2.17.5 Provide a process by which devices acquired under this Agreement can be taken back by the Supplier at the end of their useful life for remanufacturing, refurbishing, or recycling of parts. For MFDs, Supplier must take back devices at the end of their useful life at no cost, at University discretion.

## Attachment A - Statement of Work (SOW)

- 2.17.6 Sustainable Transportation: Supplier agrees to work towards creating a delivery and transportation model which minimizes Green House Gas (GHG) emissions and has the least impact on the environment. The purchase of the cleanest and most efficient vehicles and tires will be a Supplier goal. The use of alternative fuels will be utilized where and when appropriate.
  - 2.17.7 Sustainable Operations: Supplier agrees to implement a continuous improvement program related to sustainable operations of its facilities.
  - 2.17.8 Reporting: Supplier will report to UC during the quarterly business reviews regarding the improvements that have been made in the previous quarter and planned improvements for the upcoming quarters. Supplier will provide UC quarterly summary reports as specified in the RFP detailing purchases, incentives and the purchase of sustainable products by UC systemwide and by location.
  - 2.17.9 Supplier is 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/>.
- 2.18 Accessibility:
- 2.18.1 Products will 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).
  - 2.18.2 OCR will be available on all scanners at no additional cost to UC.
  - 2.18.3 On devices with scanning functionality, the installer or repair person will ensure that a one-page instructional flyer is posted at the device that (a) explains why OCR is critical to make PDFs accessible to people with disabilities, (b) instructs the user how to easily turn the OCR capability on/off, (c) provides information about the impact of the OCR process on file size or other document properties, emailing, uploading, and other functionality, and (d) advises that all floor-standing devices should have sufficient clearance for wheelchair access.
  - 2.18.4 Accessibility features for each product will be identified in the supplier's online Ecatalog.
- 2.19 Technical Support: Supplier must provide the following technical support to UC Locations:

## Attachment A - Statement of Work (SOW)

- 2.19.1 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.
- 2.19.2 Onsite equipment electrical and mechanical troubleshooting and repairs.
- 2.19.3 Dedicated technical support staff with a working knowledge of all aspects of network functionality across all platforms including, but not limited to:
- 2.19.4 Hardware installation (network cards, cabling, etc.)
- 2.19.5 LDAP
- 2.19.6 Network administration (equipment, software installation/configuration, printer driver installation/configuration/characteristics and security settings as needed and requested.)
- 2.19.7 Advice and assistance with user-settable options in display menus and submenus
- 2.19.8 Support for MFDs or Laser Printer issues with respect to 3rd party vendor software and hardware.
- 2.19.9 Full maintenance services for Laser Printers, including repair parts, software and firmware updates and labor.
- 2.19.10 Supplier's employees that will be physically present at UC Locations (i.e. delivering copiers, providing service) must conform to the following:
  - Wear proper uniform
  - Carry badges with picture ID
  - Successfully passed the following pre-employment background security checks:
    - Social security trace
    - National criminal search (including national sex offender registry)
    - County criminal search
    - Prior employer screening
    - Highest level of education (exempt only)
    - Motor vehicle record (driving roles only)
  - Bonded, or appropriately equivalent Crime Insurance coverage
- 2.19.11 The Supplier UC Account Management Team will consist of the dedicated Supplier Account Manager, Service Technicians, a dedicated Customer Relation Advocate as well as any other support personnel and resources deemed necessary at each location to ensure best in class contract monitoring, maintenance and provide UC locations with clear and concise communication.

### 3. Pricing:

- 3.1 Pricing on Exhibits 1 and 2 are expressed as a discount from Manufacturer Suggested Retail Price) MSRP. MSRP must be available on a manufacturer's published price list and be publicly available throughout the agreement term.
- 3.2 The prices of Supplier's products included in this Agreement shall not increase for the duration of this Agreement for existing Models.

## Attachment A - Statement of Work (SOW)

- 3.3 Supplier will utilize the following Value-Added Resellers to perform maintenance, service and support for all UC locations at the pricing stated in the Pricing Exhibit 1.
- 3.4 During the term of the Agreement, Supplier may add or delete contract devices introduced or removed from the market by the Supplier, provided the added device falls within the scope of the respective category. Supplier must update its dedicated contract websites and published catalogs and lists to reflect this change. New devices must be adequately described and the associated price list must be updated to reflect the new devices prices. 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.

When legally or contractually allowed by the existing contract vehicle, Supplier agrees to extend the pricing terms for maintenance services and supplies included in this Agreement to Supplier's current population of Products placed at UC prior to the execution of this Agreement for models that are identical to the models in the bid. In the event that the current pricing for maintenance services and supplies is less compared to the pricing listed in Exhibit 1, the current pricing shall not change.

- 3.5 Supplier will provide an additional 1% discount on the published UC equipment portion of the price list for Outright Sale/FMV and FPO Lease (equipment price only, excluding maintenance) for orders that include multiple units (more than one) of any combination of MFD/Printer Models over \$250,000. Any/all discounts will be taken at the time of order.
- 3.6 Earned incentives: Supplier will work with UC to establish a meaningful recognition program for educational support based on the utilization of the Agreement. Both the UC and the Supplier will obtain the required approvals of their respected organizations prior to commencing the program. The program once approved will become Attachment D of this Scope of Work and may be modified from time to time with mutual agreement.
- UC MFD/Printer Fleet Management Programs: Some UC Locations (as identified in the RFP Campus Profiles) utilize established UC 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 Fleet Management Programs may vary, but generally include:

## Attachment A - Statement of Work (SOW)

- 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 and parts;
- 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 Supplier

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, Suppliers will provide MFD/Printer Fleet Management Programs an additional seven and one-half percent (7.5%) discount off all pricing on Exhibit 1.

If, after the implementation of this contract, a UC Location not operating such a program as of the effective date of this Agreement determines that it is in their best interest to deploy such a program, Supplier 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.

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.

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. Reporting:** Supplier must provide electronic reports (in Microsoft Excel) or any other requested format to designated UC contacts providing a wide range of information, at both the system-wide and individual UC Location level, related to the Agreement including, but not limited to:

## **Attachment A - Statement of Work (SOW)**

**4.1 Quarterly Report 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

**4.2 Monthly Reports:**

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

**4.3 Equipment inventory report that will provide a detail listing of all products and their locations at the particular UC Location.**

**4.4 Annual reports comparing UC contract pricing with Supplier's other pricing available in the higher education market for similar size and scope program.**

**4.5 Other reports as reasonably requested by UC.**

**4.6 Supplier must make a commercially reasonable effort to provide reports within five (5) business days of UC's request.**

## **5. Maintenance Service**

**5.1 Supplier agrees to provide to UC, during Supplier's normal business hours, the maintenance service necessary to keep equipment in, or restore the equipment to, good working order in accordance with Supplier's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual equipment, as determined by Supplier, and unscheduled, on-call remedial maintenance.**



## Attachment A - Statement of Work (SOW)

- 5.2 Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance services provided under this Agreement does not assure uninterrupted operation of the Product.
- 5.3 Supplier 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:
  - 5.3.1 All relevant customer information, location, phone number(s), contact name, caller name
  - 5.3.2 A unique repair ticket number
  - 5.3.3 Time of call placement from the customer
  - 5.3.4 The customer's reported equipment malfunction or issue
  - 5.3.5 The equipment id number, model and serial number
  - 5.3.6 The equipment status operational status: operational, substandard, or inoperative
  - 5.3.7 Dispatched agent name or id number, dispatched time, location, caller, make, model, serial # and problem
- 5.4 Suppliers must further log the following information upon call completion:
  - 5.4.1 Service technician's report of actual problem and troubleshooting & repair actions conducted.
  - 5.4.2 Arrival time, End time, Total Repair time, service copies made, final call status i.e.: completed, - closed, open, pending, escalated.
  - 5.4.3 Meter readings upon service completion (i.e. print, scan, color, b/w).
- 5.5 Locations with MFD/Printer Fleet Management programs may require that the call completion information be supplied from the Supplier's repair technician to a designated MFD/Printer Fleet Management program administrator at the conclusion of the service call.
- 5.6 Repair Parts and Supplies:
  - 5.6.1 Supplier must carry in stock all common parts for no greater than next-day access by Supplier's service personnel.
  - 5.6.2 Supplier must produce or make parts and supplies available for no less than five (5) years after a model has been discontinued.
  - 5.6.3 Supplier must provide all UC Locations with the same discount for parts and supplies for the devices covered under this Agreement.

## Attachment A - Statement of Work (SOW)

5.7 **MFD Service and Parts:** Supplier must offer full maintenance services for MFDs, including repair parts, software and firmware updates and labor based on the following options:

- **Option 1: Cost Per Impression Charge – Zero Volume Base**  
Supplier will provide full service maintenance with supplies, excluding paper. Supplier 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. Volumes will not be estimated. These rates apply to purchased and leased MFDs.
- **Option 2: Monthly Minimum Charge**  
Supplier will provide full service maintenance with supplies, excluding paper. Supplier 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. These rates apply to purchased and leased MFDs.
- **Option 3: T&M - Fixed Charge per Occurrence**  
Supplier will provide service repairs and maintenance using a Time and Material option. Supplier charges UC a fixed amount per occurrence and/or a fixed hourly fee, after expiration of standard or extended equipment warranties.

5.8 **Lemon Clause:** 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".

## 6. Data Security

6.1 For all MFDs/Laser Printers, Suppliers must:

## Attachment A - Statement of Work (SOW)

- 6.1.1 Disclose all default accounts, access methods, and passwords on the device at delivery.
  - 6.1.2 Certify that log-in credentials are not communicated in clear text by default, though clear text may be an option if cipher text is available as an option.
  - 6.1.3 Deliver MFDs and/or Laser Printers with the latest, fully-patched software, firmware, or other OEM software as provided for device functionality as detailed on the "Specifications" tab of Attachments B and C.
  - 6.1.4 Notify all UC Locations of all known and reported vulnerabilities, and of planned updates or mitigations to software provided for device functionality as detailed on the "Specifications" tab of Attachments B and C.
  - 6.1.5 Disclose and describe shared accounts or service accounts that Supplier technicians may or will use, and the security procedures planned by Supplier.
- 6.2 All devices must:
- 6.2.1 Provide secure login for administrator access (including username and password). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).
  - 6.2.2 Provide IP and MAC address filtering to limit users' access to the device via the web interface; and
  - 6.2.3 Provide on/off (switchable) provisions for other types of access, including but not limited to telnet, rsh, SNMP, FTP, IPsec, SSL/TLS, etc. Suppliers must list all on/off provisions for all types of access in their response.
- 6.3 All MFDs/Laser Printers that are equipped with hard drives must:
- 6.3.1 Possess an "always on" security feature that overwrites the sector(s) of the hard drive used for processing copy, print, or scan data using at least 3 passes, preventing the data from remaining on the hard drive of the MFD or Laser Printer after the copy, print, or scan job is finished.
  - 6.3.2 Provide at least 128-bit AES encryption (or equivalent) as part of the storage process for any information held on the hard drive for long-term storage.
  - 6.3.3 Provide secure login for administrator access (including username and password), allowing administrators to set access levels for users who perform tasks on the device (e.g., managing address books (fax or scan addresses), or printing print, fax, or copy/scan logs). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).
  - 6.3.4 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.
- 6.4 Hard Drive Data. University acknowledges that the hard drive(s) on the equipment, may retain images, content or other data that University may store for purposes of normal

## Attachment A - Statement of Work (SOW)

operation of the equipment ("HD Data"). University acknowledges that Supplier is not storing HD Data on University's behalf and that exposure or access to the HD Data by Supplier, if any, is purely incidental to the services performed by Supplier. The equipment contains various security features that University can utilize to easily erase or dispose of stored data.

- 6.5 Provide on/off (switchable) control of read/write access to the device from portable media (e.g., SD cards, USB drives, etc.); UC System Administrator will be required to initialize the Hard Drive via the device's local control panel utilizing the "Initialize All Data/Settings" function and additionally, Supplier will be required to initialize the Hard Drive utilizing the "Initialize All Data/Settings" function and provide certification of completion including device serial number, device name, erase mode, date and time of erasing, and firmware version to the appropriate UC System Administrator, 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. From time to time, when devices are leased, Supplier may be required to remove and surrender a Hard Drive to a UC System Administrator, for a flat fee as priced in Pricing Exhibits 1.
1. If Solid State Devices (SSD) are used solely on Canon supplied devices, when the "Initialize All Data/Settings" function is invoked, the result would be equivalent to a cryptographic erasure
  2. If there will be a mix of SSD and Hard Disk Drives (HDD) used on Canon supplied devices, when the "Initialize All Data/Settings" function is invoked, the result would be equivalent to cryptographic erasure on Canon supplied SSD and purging (secure erase firmware command or cryptographic erasure) for Canon supplied HDD.
  3. See below bullets for further clarity and definitions

- Definitions Per [UC IS-3 UC Institutional Information Disposal Standard](#):

**Cryptographic Erasure** is defined as a disposal process that safely destroys all copies of the decryption key. If all data is adequately encrypted, then once the decryption key is removed, the Institutional Information is not recoverable. Note, for Cryptographic Erasure, the UC IT Workforce Member must verify that all data is adequately encrypted on the Canon device. The location of all decryption keys must be known and documented. An action that safely destroys all copies of the key must be available. The cryptographic algorithm employed must meet minimum standards, as defined by NIST FIPS 140-2.

**Purging** is defined as a disposal process that makes the media reusable but makes accessing the Institutional Information infeasible. This applies to physical or logical techniques that render Institutional Information recovery unachievable. Purge protects against laboratory attacks. Executing the secure erase firmware command on a disk drive, Cryptographic Erase and Degaussing are acceptable methods of purging.

- 6.6 Supplier will work with each University, Health Center and Laboratory System Administrator to create the appropriate standards for device security including; interface, network, port

## Attachment A - Statement of Work (SOW)

usage, authentication, key/certification, log, job and storage parameters. Prior to deliver the HDD Data Erase function will be enabled in all Canon imageRUNNER devices to overwrite at least once with NULL Data in the temporary image data storage areas. UC System Administrator can configure the device to automatically overwrite to other settings.

**7. Technology Requirements:** Suppliers' devices must have the technological capability to fulfill specific requirements of the University including, but not limited to the following required device technologies:

- 7.1 100baseT or greater Ethernet connectivity
- 7.2 Connectivity to Supplier'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:
  - 7.2.1 Windows (requirement is from Windows 10.0 and higher; Suppliers to specify versions)
  - 7.2.2 Macintosh (Suppliers to specify versions; requirement is from OSX 10.13 and higher)
  - 7.2.3 IOS (Suppliers to specify versions; requirement is from iOS 11.0 and higher)
  - 7.2.4 Android (Suppliers to specify versions; requirement is from Android OS 8.0 and higher)
- 7.3 Connectivity to Supplier's MFDs and/or Laser Printers by following communications protocols:
  - 7.3.1 POP, IMAP
  - 7.3.2 IPv4/IPv6/IPsec
  - 7.3.3 LDAPv3 or higher
  - 7.3.4 Kerberos – must include Kerberos for Windows and Macintosh Operating Systems listed in 2a-2b above
  - 7.3.5 LPR/LPD/IPP
  - 7.3.6 AirPrint
  - 7.3.7 SMTP
  - 7.3.8 SNMP v1 – v3 including authentication protocols
  - 7.3.9 TCP port 9100 direct printing (bidirectional)
  - 7.3.10 SSL/TLS
- 7.4 Printing to Supplier's MFDs and/or Laser Printers using the following printing protocols/output types:
  - 7.4.1 PostScript Level 3
  - 7.4.2 PCL 6e
  - 7.4.3 PDF
- 7.5 Effective and successful installation and set-up of Supplier's MFDs and/or Laser Printers on University network.

## Attachment A - Statement of Work (SOW)

- 7.6 Effective and successful installation and set-up of connectivity software (including, but not limited to, PPDs) to Supplier's MFDs/Laser Printers on customer computers as requested by the UC Location.
- 7.7 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:
  - 7.7.1 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;
  - 7.7.2 Network connectivity across a hard-wired and/or a wireless network;
  - 7.7.3 Ability to use USB proximity and/or magnetic stripe card readers for user authentication and access to the third-party system.

## 8. Product Acquisition

- 8.1 Required MFD's: During the term of the Agreement, Supplier must provide at least one model MFD that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of MFD fulfilling the category requirements below.
  - Category 1 - B/W Desktop 20+ pages per minute
  - Category 2 - B/W 20-30 pages per minute
  - Category 3 - B/W 31-40 pages per minute
  - Category 4A - B/W 41-50 pages per minute
  - Category 4B - B/W 51-60 pages per minute
  - Category 5 - B/W 61-90 pages per minute
  - Category 1 - Color Desktop 20+ pages per minute
  - Category 2 - Color 20-30 pages per minute
  - Category 3 - Color 31-40 pages per minute
  - Category 4A - Color 41-50 pages per minute
  - Category 4B - Color 51-60 pages per minute
  - Category 5 - Color 61-90 pages per minute
- 8.2 Required Laser Printers: During the term of the Agreement, Supplier must provide at least one model Laser Printer that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of Laser Printer fulfilling the category requirements below. Each model MUST have the ability to perform duplex printing and have ethernet connectivity:

## Attachment A - Statement of Work (SOW)

- Category 1 - Low Volume - B/W 25-40 pages per minute
- Category 2 - Mid Volume - B/W 41-55 pages per minute
- Category 3 - High Volume - B/W 56-70 pages per minute
- Category 1 - Low Volume - Color 10-20 pages per minute
- Category 2 - Mid Volume - Color 21-35 pages per minute
- Category 3 - High Volume - Color 36-50 pages per minute

8.3 Purchase Option: Supplier agrees to sell to UC the required devices listed herein and associated products and services, if requested by UC, in accordance with the requirements set forth in this Agreement. Supplier shall warrant that the Products are new and owned by Supplier. Supplier warrants that it will repair or replace defective Products and/or parts, including labor at no cost to UC for ninety (90) days after the installation date. The title for the purchased MFDs and/or Laser Printers will be transferred to UC. In conjunction with purchased MFDs, Suppliers must offer a cost per copy (CPC) rate for service and supplies.

8.4 Lease Option: Suppliers agrees to offer to UC the required MFDs listed herein and associated products and services based on the following Full Market Value (FMV) and \$1 buyout terms:

- 36 Months
- 48 Months
- 60 Months

8.4.2 In conjunction with leased MFDs, Supplier must offer a CPC rate for service and supplies.

8.4.3 In conjunction with leased MFDs, on both FMV and \$1 buyout option, Supplier must offer a service and supply component.

8.5 Trial Units: Supplier must offer current models to UC Locations on a trial basis for thirty (30) 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.

8.6 Product Certification: Supplier certifies and warrants that all products sold to UC under the Agreement:

- 8.6.1 Shall be new and genuine, except short term rentals or temporary replacements.
- 8.6.2 Shall be provided to UC in the manufacturer's original packaging unless otherwise requested by UC.
- 8.6.3 Shall be manufactured and sold or distributed to the Supplier for retail sale in the United States.

Attachment A - Statement of Work (SOW)

- 8.6.4 Shall be sold to the Supplier from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer.
- 8.6.5 Shall not be altered or misbranded within the meaning of the Federal and State laws applicable to such products.
- 8.7 Trade-ins: Supplier agrees to assist UC in obtaining the best trade-in values available for UC owned Products through Supplier's recommended Equipment Brokers. Supplier shall provide the required administrative support, including removal of UC owned products, to UC to effectively manage the trade-in transaction(s) at no cost to UC.
- 8.8 Leased Fleets: Lease Fleets of 50 devices or more at an individual campus. For those fleets, CSA Supplier will allow the Customer to upgrade or downgrade 5% of the cumulative installed population of machines over the term of the Customer Agreement, provided Customer has installed a minimum fleet of 100 units of Equipment [as provided to UC]. This provision excludes imageRUNNER machines with rated speeds of 110 pages per minute or greater, or imagePRESS products.



Attachment A - Statement of Work (SOW)

**Exhibits to Statement of Work – Attachment A**

**Exhibit 1 REDACTED**

**Exhibit 2 OMNIA Partners Participating Agency Pricing**

**Exhibit 3 REDACTED**

## Exhibit 2 OMNIA Partners Participating Agency Pricing

### All Canon Pricing

Double click on the Attachment pin to open the pricing document

Canon National Pricing 

**See Separate Pricing File**

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

PO Statements for University of California Purchasing Agreement # 2020002755

Effective Date: December 16th, 2020 – December 15th, 2025

**Required Agreement PO Language**

Notwithstanding any provision of this purchase order to the contrary, the use of this purchase order shall be for the Customer's administrative convenience only, and any terms and conditions in this purchase order which conflict with or vary from or modify the terms contained in Purchase Agreement # 2020002755 between Canon Solutions America, Inc. and the University of California, shall be deemed null and void.

**Required Agreement Non-Po Language**

Notwithstanding this Agreement, this transaction shall be governed by the terms and conditions of Purchase Agreement # 2020002755 between Canon Solutions America, Inc. and the University of California and any terms and conditions which conflict with, vary from or modify the Agreement terms shall be deemed null and void.

**1. General**

- 1.1 Description of the Scope of Services: The purpose of this Statement of Work is for Supplier to sell and/or lease to University multifunction devices (MFDs) with copy, print, scan, and optional fax functionality, and/or Laser Printers, along with related products and support, in a cost effective and efficient manner, accompanied by high standards of quality and service, aligned with University's needs as further detailed herein.
- 1.2 Participating Locations: Supplier shall make Specific terms of the Agreement available to the OMNIA Partners Participating Agencies (Participating Agencies)

**2. Program Requirements**

- 2.1 Program Manager: Supplier shall assign a Program Manager who will have the overall account management responsibility, as well as a dedicated Account Manager per Participating Agencies.
- 2.2 Supplier's Program Manager is listed below, is subject to UC approval, and has overall responsibility for managing the Participating Agencies /Supplier relationship:

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

Program Manager

|         |  |
|---------|--|
| Name    | Dave Wetzel  |
| Phone   | 940-580-9233   |
| Email   | <a href="mailto:dwetzel@csa.canon.com">dwetzel@csa.canon.com</a> |
| Address | 12856 Interurban Ave S.  |
|         | Seattle, WA 98168  |

Executive Sponsor

|         |  |
|---------|--|
| Name    | Paul Murphy  |
| Phone   | 847-706-3411   |
| Email   | <a href="mailto:pmurphy@csa.canon.com">pmurphy@csa.canon.com</a> |
| Address | One Canon Park Ste 300   |
|         | Melville, NY 11747   |

- 2.3 Program Administration: Supplier must provide the necessary staff, infrastructure, and other resources at a level sufficient to ensure efficient, effective, and continually improving fulfillment of its obligations under this Agreement, and as further detailed in the RFP and Supplier's Response, including, but not limited to:
- 2.3.1 All support to be available no less than Monday – Friday, 8:30am-5:00pm (Local Time).
  - 2.3.2 Provide a toll-free 800 number for Customer Service calls.
  - 2.3.3 Coordinate contract/program implementation, including designating associated Project Manager.
  - 2.3.4 Account management for on-going contract monitoring, maintenance and communication.
  - 2.3.5 Account Representative(s) assigned to Participating Agencies.
  - 2.3.6 To insure customer service satisfaction, Supplier is required to call customer 3 business days after equipment installation and training. Customer shall be defined as a designated user for that location. For Participating Agencies with MFD/Printer Fleet Management Programs, Customer shall be defined as the designated contacts for those Programs.
  - 2.3.7 Supplier's account representative must make frequent on-site visits sufficient to effectively address and resolve issues related to the fulfillment of Suppliers obligations under the Agreement including, but not limited to: customer orders, problems, and invoice disputes; increase sales activity; advise regarding cost reduction and process improvement opportunities; assist in resolving problems; demonstrate products; provide training; and other customer services as required for the efficient operation of the program.
  - 2.3.8 Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns.

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 2.3.9 Regular business review meetings (frequency to be determined by each location, though no less than quarterly) between Supplier's account manager and other representatives as needed (specialists, local representatives, management) and Participating Agencies Purchasing representative and/or MFD/Printer Fleet Management Program at each location to review and discuss agreement purchase activity, Supplier key performance indicators (KPIs) and metrics, outstanding issues, new products and services roadmaps, and other related issues.
  - 2.3.10 Maintain a customer service satisfaction level of 98% or better as evidenced by the results of regular customer survey's conducted by supplier.
  - 2.3.11 A designated contact for billing/invoicing questions and issues.
  - 2.3.12 Guarantee transaction accuracy of 99% or higher.
  - 2.3.13 Ensure that all Supplier support staff are oriented and trained on Supplier's transaction systems and other infrastructure and processes at a level sufficient to meet Participating Agencies' needs and comply with Supplier's obligations under the Agreement.
- 2.4 Consistency: Supplier must provide and assure consistency across all Locations in the following areas:
- 2.4.1 Pricing on all Products
  - 2.4.2 Discounts on all Products
  - 2.4.3 Support offerings
  - 2.4.4 New Support offerings
  - 2.4.5 Customer Service
  - 2.4.6 Quality Control
  - 2.4.7 Ordering and Payment Processes and Systems
- 2.5 Partnering: Suppliers must establish and maintain a partner relationship with Participating Agencies Location Purchasing and/or MFD/Printer Fleet Management Program with respect to MFDs and Laser Printers at each location to achieve objectives such as:
- 2.5.1 Improving Supplier performance
  - 2.5.2 Improving product and service quality
  - 2.5.3 Improving equipment utilization levels to reduce costs
  - 2.5.4 Increasing sales through product show sponsorship and other marketing assistance
  - 2.5.5 Reduction of paperwork and increased efficiency through consolidated invoicing and other methods
  - 2.5.6 Competitive pricing strategies
- 2.6 In the event of a problem, Supplier makes the following escalation process available to Participating Agencies:

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 2.6.1 "Client Relationship Escalation Procedures": To effectively manage the Client relationship, Supplier shall maintain a document transformational business model and strategy that demonstrates various 'touch points' within both organizations that covers:
- Management: Allows the effective Operational Management of the contract with respect to the provision of the service and delivery of the documented Key Performance Indicators (KPIs) and Key Risk Indicators (KRIs) across all the business streams.
  - Innovation: Allows a continuous focus on innovation of existing contracted services plus a focus on new value-added propositions.
  - Review: Provides a regular Strategic review process at a senior corporate level that enables both parties to understand synergies between both organizations that will add value to the relationship through the contract period.
- 2.6.2 Issue Escalation Procedures: The effective management of risk and issues is an essential component of all successful programs. At the beginning of the implementation period Supplier will develop a risk and issue log that will be jointly managed with Participating Agencies on a regular basis. The risk and issue log will ensure accountability for risks and issues together with clear action to manage and, where possible, mitigate risk and resolve issues. Equally, Supplier will agree to risk and issue thresholds with Participating Agencies to ensure the appropriate level of visibility and escalation. The escalation of risks and issues will be managed through an agreed management hierarchy based on their type and criticality.
- 2.6.3 Technical Service Escalation/Problem Resolution The steps for problem escalation are as follows:
- If the problem is not identified: Customer Service Engineer (CSE) contacts the Supplier Hotline to notify the Work Group Leader, who must respond within one hour.
  - If the problem remains unidentified and or unresolved: CSE re-contacts the Work Group Leader and the Supplier Field Manager for Customer Service to get further assistance and direction. This activity must transpire within 1-3 hours.
  - If Problem is still not identified or resolved: CSE contacts Work Group Leader, Customer Service Technical Specialist, and Field Manager for Customer Service to obtain further suggestions/information. This should occur within 3-4 hours.
  - If Problem is still not identified or resolved: CSE makes arrangements to receive site assistance from Work Group Leader/Customer Service Technical Specialist, and notifies the customer's decision maker on equipment status. This should occur within four to six hours.
  - If Problem is still not identified or resolved: CSE, Work Group Leader and Customer Service Technical Specialist contact Field Manager Technical

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

Service to seek assistance outside the immediate support team. This should occur within six to eight hours.

- If Canon is unable to correct the issue at this point, Canon Customer Satisfaction Policy states: If Customer is not satisfied with the performance of a Canon or Océ brand product, upon Customer's written request, Supplier in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, Supplier shall have the opportunity to return the product to good working order in accordance with the terms of this Contract. This policy shall apply for 5 years from the date of installation or for the initial term of any Canon Financial Services, Inc. lease, if longer, provided Customer is not in default of its Customer Agreement and such maintenance services have not been canceled or terminated.

2.7 Disaster Recovery/Business Continuity Plan: Supplier must establish, test, and maintain a Disaster Recovery/Business Continuity Plan, and deploy other systems and processes as necessary, in order to ensure efficient and timely fulfillment of its obligations under this Agreement in the event of a disaster or other service interrupting event.

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

- 2.8.1 Uptime per device – 96% measured as a quarterly average
- 2.8.2 Response time per device (MFDs) – 4 business hours within 1 business hour acknowledging call back from technician or dispatch – starting from time of call placement, measured as a quarterly average.
- 2.8.3 Response time per device (MFDs) – Areas beyond 20 miles from a major metropolitan area – Maximum 8 hours or upon mutually agreed time frame with field office or location administrator.
- 2.8.4 Response time per device (Laser Printers) – within 2 business days
- 2.8.5 Repair time – Average of 4 hours measured as a quarterly average.
- 2.8.6 Delivery-equipment (new equipment) – 10 business days from Supplier receipt of order. Delivery between 8:30 a.m. and 5:00 p.m. (Local Time) with one-hour pre-delivery call/email, unless otherwise arranged.
- 2.8.7 Delivery-replacement parts (MFDs) – within 8 business hours from Supplier receipt of order. Parts must be new unless pre-tested refurbished parts are requested by Participating Agencies for a reduced cost.
- 2.8.8 Delivery-replacement parts (Laser Printers) – within 2 business days from Supplier receipt of order. Parts must be new.
- 2.8.9 Delivery – Supplies – within 2 business days from Supplier receipt of order
- 2.8.10 Installation (MFDs) – upon delivery unless otherwise arranged
- 2.8.11 Installation (Laser Printers) – if requested, within 2 business days of delivery unless otherwise arranged
- 2.8.12 Setup – Within 4 business hours of delivery

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 2.8.13 Training, initial customer training and IT support: Unlimited user training on features and functionality at no charge. Initial IT support at no charge.
- 2.8.14 Return customer calls (at no cost) – within 1 hour
- 2.8.15 Resolve billing issues – within 10 business days
  
- 2.9 During the term of this Agreement and any extension(s) of such term, Supplier shall provide after-hours services based on the following service standards:
  - 2.9.1 Response time – Average 4 hours
  - 2.9.2 Repair time – Average 2 hours
  
- 2.10 Maintenance services requested and performed outside Supplier's normal business hours will be charged to Participating Agencies at the rates provided in Exhibit 2. Supplier shall not charge Participating Agencies more than thirty (30) minutes travel time for the services performed after normal business hours.
  
- 2.11 Supplier agrees to provide to Participating Agencies, during Supplier's normal business hours (Monday- Friday, 8:30am-5:00pm Local time), the maintenance necessary to keep the Product in, or restore the Product to, good working order. This maintenance service includes maintenance, based upon the specific needs of individual Product, as determined by Supplier, and unscheduled, on-call remedial maintenance.

Maintenance will include, but is not limited to, lubrication, adjustments, and the replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance services provided under this Agreement does not assure uninterrupted operation of the Product. Maintenance shall not include repairs necessitated by factors other than normal use (e.g. willful or negligent acts, service provided by unapproved third parties, ambient conditions, use of parts or supplies not provided by Supplier, etc.).

Maintenance service requested and performed outside Supplier's normal business hours will be charged to Participating Agencies at Supplier's applicable time and material rates and terms as provided in this Agreement.

Maintenance costs must be fixed or lowered during the term of the contract. Maintenance costs cannot increase in price during the initial term of the Agreement. Maintenance costs itemized on each individual order schedule shall be fixed for the initial term stated on the schedule, not to exceed sixty (60) months and shall be subject to annual increase thereafter.

Toner and staples ("Consumables") are provided at no additional charge for exclusive use with the Equipment. If you use the Consumables in a different manner and your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by Supplier, Supplier may invoice you



University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

for such excess usage provided, that Supplier shall not invoice you for such excess toner usage unless and until Supplier has first notified you of the excess toner usage, and until you and Supplier have consulted in good faith in an attempt to identify the reason(s) for the excess toner usage and you have had a reasonable opportunity, if practicable, to rectify the excess toner usage. Additional toner may be purchased from Supplier if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain Supplier's property and shall be returned promptly upon termination of this Agreement.

Relocation of Copiers: During the course of this Agreement, it may be necessary for various reasons to relocate installed copiers. After initial installation, upon customer request, any multi-function copier between 20 PPM and 105 PPM may be relocated one (1) time per Customer Agreement period at no additional charge. The number of relocations provided at no additional charge shall not exceed the aggregate number of units installed per member under this Customer Agreement. Any relocations in excess of this, shall be invoiced at CSA's then current rates.

- 2.12 Service Warranty: Supplier warrants that services will be performed in a good workmanlike manner in accordance with the applicable service description. Supplier will service during the warranty as well as during the Service Contract through its own Service Organization. It is understood and agreed by Participating Agencies that Supplier retains exclusive ownership and control of any proprietary software diagnostics utilized in servicing the Products. Supplier to provide MFD and Laser Printer warranty (Parts and labor) 90 Days.
- 2.13 Product Warranty Supplier warrants the Canon Brand equipment it supplies will be free from defects in material and workmanship for ninety (90) days from the date of delivery. In addition, after such ninety (90) day period, Supplier will maintain such equipment in good operating order per manufacturer's specifications provided subject to normal use. Within five (5) years for purchase or the term of the lease, of original installation of any newly installed Canon brand equipment covered by the agreement, Supplier will at Customer's written request, replace such equipment with a like unit if Customer meets the following three conditions: (1) The equipment is continuously and exclusively serviced by Supplier or its subcontractor from and including the date of original installation; (2) Customer fulfills all terms of the agreement; (3) Before requesting a replacement unit, Customer gives Supplier the opportunity to cure any service problems which Customer may have with the equipment. In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Supplier will supply a loaner unit until the machine is restored to good working order. Supplier to provide MFD and Laser Printer warranty (Parts and labor) 90 Days.
- 2.14 Non-Performance Penalty: Supplier agrees to credit Participating Agencies for not complying with the service standards specified in Section 2.8, as follows:

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 2.14.1 Maintenance credit - Up to one hundred (100) percent credit to individual Locations of monthly maintenance charge for individual MFD availability of less than ninety-six (96) percent calculated for each MFD as specified below:

| Uptime %        | Credit (off maintenance monthly charge)        |
|-----------------|--|
| <b>Uptime %</b> | <b>Credit (off maintenance monthly charge)</b> |
| 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 of half-hour.

Credits to be calculated based on prorated share of maintenance charge to be calculated and prorated on a per equipment/unit basis.

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

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

functions, due to a failure of the machine mechanically or electronically. This Failure Time will be tracked and reported by Supplier.

- 2.14.2 Delivery credit - Up to fifteen (15) percent of the Participating Agencies net purchase price and/or monthly lease charge to be calculated on a per equipment unit basis for each device as specified below. The credit for late delivery will not apply in the event Supplier provides, within required delivery time as stated in 2.8 above, a loner acceptable by Participating Agencies ordering department.

| <b>Delivery Schedule</b><br>(Business Days) | <b>Credit</b><br>(Off UC purchase/lease price) |
|---|--|
| 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%  |

- 2.14.3 The minimum quality of service standards set forth above recognize that occasional errors are likely, however, the Supplier further agrees to use best efforts to achieve 100% of service level. Should the service levels fall below the minimum standards and the Supplier does not take corrective action within thirty (30) days following University written notification, the University reserves the right to terminate the Agreement immediately.

**2.15 Delivery and Installation:**

- 2.15.1 Supplier shall provide delivery and installation of devices, including fulfillment process from Participating Agencies Purchase Order submission to delivery, all at no separate or additional charge to Participating Agencies. Participating Agencies has the option to accept or reject all Products delivered after promised delivery time, and in addition, may hold Supplier liable to an direct damages caused by late delivery as determined and documented by Participating Agencies; provided, however, in no event shall the amount of such direct damages exceed Participating Agencies documented replacement substitution cost for Products ordered. Supplier will report any delivery delay whatsoever to the ordering location, as well as its cause, within two (2) days after Supplier is able to reasonably determine there will be such a delay; such report will be provided to Participating Agencies by telephone, email, or facsimile. Supplier shall keep Participating Agencies fully informed if late

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

delivery is due to causes beyond the reasonable control and without the fault or negligence of Supplier, including but not limited to: acts of God, war, civil commotion, governmental action, fire, floods, unusually severe weather, explosions, earthquakes, strikes or walkouts against location, quarantine restrictions, or other causes beyond reasonable control of Supplier.

2.15.2 Suppliers' dedicated account representative must coordinate all the delivery, installation and training processes with designated representative(s) at each Location.

2.15.3 Supplier will provide a written acknowledgment of equipment delivery and installation.

2.16 Training: Supplier through its online portal eLearning, must provide training to authorized personnel sufficient to enable the proficient and productive use of Supplier's devices, systems and processes including, but not limited to:

- Initial Training (following installation)
- Follow-up training
- On-going training (existing and new users)

2.16.1 Key Operator training to be provided by Supplier at Participating Agencies Locations at mutually agreed upon dates and times, at no charge to Participating Agencies. "Key Operator" concept trains specifically one or more individuals in depth.

2.17 Sustainability: Suppliers shall comply with the University of California Sustainable Practices Policy which is the University's standard for all sustainable practices including, but not limited to:

2.17.1 For each device covered under the Agreement that are included in sections 8.1 and 8.2 below, Supplier must provide that device's EPEAT rating (Gold, Silver, Bronze) along with the EPEAT recorded options score. Each device must have achieved a minimum EPEAT rating of Bronze.

2.17.2 Provide a take back process for toner cartridges and other consumables at no additional cost to University.

2.17.3 Post Consumer Waste (PCW) Paper:

- All devices shall be able to use recycled content paper 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 Supplier's service personnel for equipment malfunctions.

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 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 designated official with Supplier to test and determine the appropriate resolution.
- 2.17.4 Environmentally Responsible Packaging: Supplier agrees to use good faith efforts to utilize minimal packaging, environmentally responsible packaging, recycling practices, and packaging take back for reuse, to minimize the adverse effects of packaging on the environment.
- 2.17.5 Provide a process by which devices acquired under this Agreement can be taken back by the Supplier at the end of their useful life for remanufacturing, refurbishing, or recycling of parts. For MFDs, Supplier must take back devices at the end of their useful life at no cost, at University discretion.
- 2.17.6 Sustainable Transportation: Supplier agrees to work towards creating a delivery and transportation model which minimizes Green House Gas (GHG) emissions and has the least impact on the environment. The purchase of the cleanest and most efficient vehicles and tires will be a Supplier goal. The use of alternative fuels will be utilized where and when appropriate.
- 2.17.7 Sustainable Operations: Supplier agrees to implement a continuous improvement program related to sustainable operations of its facilities.
- 2.17.8 Reporting: Supplier will report to Participating Agencies during the quarterly business reviews regarding the improvements that have been made in the previous quarter and planned improvements for the upcoming quarters. Supplier will provide quarterly summary reports as specified in the RFP detailing purchases, incentives and the purchase of sustainable products by Participating Agencies systemwide and by location.
- 2.17.9 Supplier is 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/>.
- 2.18 Accessibility:
- 2.18.1 Products will 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).

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

2.18.2 OCR will be available on all scanners at no additional cost to Participating Agencies.

2.18.3 On devices with scanning functionality, the installer or repair person will ensure that a one-page instructional flyer is posted at the device that (a) explains why OCR is critical to make PDFs accessible to people with disabilities, (b) instructs the user how to easily turn the OCR capability on/off, (c) provides information about the impact of the OCR process on file size or other document properties, emailing, uploading, and other functionality, and (d) advises that all floor-standing devices should have sufficient clearance for wheelchair access.

2.18.4 Accessibility features for each product will be identified in the supplier's online program myCSA.

2.19 Technical Support: Supplier must provide the following technical support to Locations:

2.19.1 Initial installation and configuration of MFD hardware and software for network connectivity and full functionality of the MFD to Locations and their IT resources, as needed and/or requested.

2.19.2 Onsite equipment electrical and mechanical troubleshooting and repairs.

2.19.3 Dedicated technical support staff with a working knowledge of all aspects of network functionality across all platforms including, but not limited to:

2.19.4 Hardware installation (network cards, cabling, etc.)

2.19.5 LDAP

2.19.6 Network administration (equipment, software installation/configuration, printer driver installation/configuration/characteristics and security settings as needed and requested.)

2.19.7 Advice and assistance with user-settable options in display menus and submenus

2.19.8 Support for MFDs or Laser Printer issues with respect to 3rd party vendor software and hardware.

2.19.9 Full maintenance services for Laser Printers, including repair parts, software and firmware updates and labor.

2.19.10 Supplier's employees that will be physically present at Locations (i.e. delivering copiers, providing service) must conform to the following:

- Wear proper uniform
- Carry badges with picture ID
- Successfully passed the following pre-employment background security checks:
  - Social security trace
  - National criminal search (including national sex offender registry)
  - County criminal search
  - Prior employer screening
  - Highest level of education (exempt only)
  - Motor vehicle record (driving roles only)

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- Bonded, or appropriately equivalent Crime Insurance coverage

2.19.11 Based on size and scope of the Participating Agencies MFD Fleet, the Supplier Management Team will consist of the dedicated Supplier Account Manager, Service Technicians, a dedicated Customer Relation Advocate as well as any other support personnel and resources deemed necessary at each location to ensure best in class contract monitoring, maintenance and provide locations with clear and concise communication.

### **3. Pricing:**

- 3.1 Pricing on Exhibit 2 is expressed as a discount from Manufacturer Suggested Retail Price MSRP. MSRP must be available on a manufacturer's published price list and be publicly available throughout the agreement term.
- 3.2 The prices of Supplier's products included in this Agreement shall not increase for the duration of this Agreement for existing Models.
- 3.3 Supplier may utilize Value Added Resellers to perform maintenance, service and support for all Participating Agencies locations at the pricing stated in the Pricing Exhibit 2
- 3.4 During the term of the Agreement, Supplier may add or delete contract devices introduced or removed from the market by the Supplier, provided the added device falls within the scope of the respective category. Supplier must update its dedicated contract websites and published catalogs and lists to reflect this change. New devices must be adequately describe and the associated price list must be updated to reflect the new devices prices. 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. From time to time Supplier will provide replacement or substation models prior to the updating of the pricing pages for the agreement or website. When ordering, the participating agency may refer in its purchase orders or other ordering documentation the new model/item code and the corresponding legacy model price.

4. **Reporting:** Supplier must provide electronic reports (in Microsoft Excel) or any other requested format to designated Participating Agencies contacts providing a wide range of information, at both the system-wide and individual Location level, related to the Agreement including, but not limited to:

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

**4.1 Quarterly Report Population of MFDs and Laser Printers reports including but not limited to the following data:**

- Location
- Department
- 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

**4.2 Monthly Reports:**

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

**4.3 Equipment inventory report that will provide a detail listing of all products and their locations at the particular Location..**

**4.4 Supplier must make a commercially reasonable effort to provide reports within five (5) business days of Participating Agencies' request.**

**5. Maintenance Service**

**5.1 Supplier agrees to provide to Participating Agencies, during Supplier's normal business hours, the maintenance service necessary to keep equipment in, or restore the equipment to, good working order in accordance with Supplier's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual equipment, as determined by Supplier, and unscheduled, on-call remedial maintenance.**

**5.2 Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance**



University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

services provided under this Agreement does not assure uninterrupted operation of the Product.

- 5.3 Supplier 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:
- 5.3.1 All relevant customer information, location, phone number(s), contact name, caller name
  - 5.3.2 A unique repair ticket number
  - 5.3.3 Time of call placement from the customer
  - 5.3.4 The customer's reported equipment malfunction or issue
  - 5.3.5 The equipment id number, model and serial number
  - 5.3.6 The equipment status operational status: operational, substandard, or inoperative
  - 5.3.7 Dispatched agent name or id number, dispatched time, location, caller, make, model, serial # and problem
- 5.4 Suppliers must further log the following information upon call completion:
- 5.4.1 Service technician's report of actual problem and troubleshooting & repair actions conducted.
  - 5.4.2 Arrival time, End time, Total Repair time, service copies made, final call status i.e.: completed.- closed, open, pending , escalated.
  - 5.4.3 Meter readings upon service completion (i.e. print, scan, color, b/w).
- 5.5 Locations with MFD/Printer Fleet Management programs may require that the call completion information be supplied from the Supplier's repair technician to a designated MFD/Printer Fleet Management program administrator at the conclusion of the service call.
- 5.6 Repair Parts and Supplies:
- 5.6.1 Supplier must carry in stock all common parts for no greater than next-day access by Supplier's service personnel.
  - 5.6.2 Supplier must produce or make parts and supplies available for no less than five (5) years after a model has been discontinued.
  - 5.6.3 Supplier must provide all Participating Agency's Locations with the same discount for parts and supplies for the devices covered under this Agreement.
- 5.7 MFD Service and Parts: Supplier must offer full maintenance services for MFDs, including repair parts, software and firmware updates and labor based on the following options:
- **Option 1:** Cost Per Impression Charge – Zero Volume Base

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

Supplier will provide full service maintenance with supplies, excluding paper. Supplier will invoice respective 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. Volumes will not be estimated. These rates apply to purchased and leased MFDs.

- **Option 2: Monthly Minimum Charge**  
Supplier will provide full service maintenance with supplies, excluding paper. Supplier will charge a fixed monthly minimum charge, which will include a monthly impression volume allowance, with a separate cost per impression charge applied to the overage. These rates apply to purchased and leased MFDs.
- **Option 3: T&M - Fixed Charge per Occurrence**  
Supplier will provide service repairs and maintenance using a Time and Material option. Supplier charges a fixed amount per occurrence and/or a fixed hourly fee, after expiration of standard or extended equipment warranties.

- 5.8 **Lemon Clause:** 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 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 Participating Agency with the device's "Useful Life".

## 6. Data Security

- 6.1 For all MFDs/Laser Printers, Suppliers must:

- 6.1.1 Disclose all default accounts, access methods, and passwords on the device at delivery.
- 6.1.2 Certify that log-in credentials are not communicated in clear text by default, though clear text may be an option if cipher text is available as an option.

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 6.1.3 Deliver MFDs and/or Laser Printers with the latest, fully-patched software, firmware, or other OEM software as provided for device functionality as detailed on the "Specifications" tab of Attachments B and C.
  - 6.1.4 Notify all Locations of all known and reported vulnerabilities, and of planned updates or mitigations to software provided for device functionality as detailed on the "Specifications" tab of Attachments B and C.
  - 6.1.5 Disclose and describe shared accounts or service accounts that Supplier technicians may or will use, and the security procedures planned by Supplier.
- 6.2 All devices must:
- 6.2.1 Provide secure login for administrator access (including username and password). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).
  - 6.2.2 Provide IP and MAC address filtering to limit users' access to the device via the web interface; and
  - 6.2.3 Provide on/off (switchable) provisions for other types of access, including but not limited to telnet, rsh, SNMP, FTP, IPSec, SSL/TLS, etc. Suppliers must list all on/off provisions for all types of access in their response.
- 6.3 All MFDs/Laser Printers that are equipped with hard drives must:
- 6.3.1 Possess an "always on" security feature that overwrites the sector(s) of the hard drive used for processing copy, print, or scan data using at least 3 passes, preventing the data from remaining on the hard drive of the MFD or Laser Printer after the copy, print, or scan job is finished.
  - 6.3.2 Provide at least 128-bit AES encryption (or equivalent) as part of the storage process for any information held on the hard drive for long-term storage.
  - 6.3.3 Provide secure login for administrator access (including username and password), allowing administrators to set access levels for users who perform tasks on the device (e.g., managing address books (fax or scan addresses), or printing print, fax, or copy/scan logs). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).
  - 6.3.4 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.
- 6.4 Hard Drive Data. Participating Agencies acknowledges that the hard drive(s) on the equipment, may retain images, content or other data that Participating Agencies may store for purposes of normal operation of the equipment ("HD Data"). Participating Agencies acknowledges that Supplier is not storing HD Data on Participating Agencies' behalf and that exposure or access to the HD Data by Supplier, if any, is purely incidental to the services performed by Supplier. Participating Agencies is solely responsible for

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

the HD Data. The equipment contains various security features that University can utilize to easily erase or dispose of stored data.

- 6.5 Provide on/off (switchable) control of read/write access to the device from portable media (e.g., SD cards, USB drives, etc.); Participating Agencies System Administrator will be required to initialize the Hard Drive via the device's local control panel utilizing the "Initialize All Data/Settings" function and additionally, Supplier will be required to initialize the Hard Drive utilizing the "Initialize All Data/Settings" function and provide certification of completion including device serial number, device name, erase mode, date and time of erasing, and firmware version to the appropriate Participating Agencies System Administrator, 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 Participating Agencies) at no additional cost to Participating Agencies. From time to time, when devices are leased, Supplier may be required to remove and surrender a Hard Drive to a Participating Agencies System Administrator, for a flat fee as priced in Pricing Exhibit 2.
1. If Solid State Devices (SSD) are used solely on Canon supplied devices, when the "Initialize All Data/Settings" function is invoked, the result would be equivalent to a cryptographic erasure
  2. If there will be a mix of SSD and Hard Disk Drives (HDD) used on Canon supplied devices, when the "Initialize All Data/Settings" function is invoked, the result would be equivalent to cryptographic erasure on Canon supplied SSD and purging (secure erase firmware command or cryptographic erasure) for Canon supplied HDD.
  3. See below bullets for further clarity and definitions
- Definitions Per [UC IS-3 UC Institutional Information Disposal Standard](#):

**Cryptographic Erasure** is defined as a disposal process that safely destroys all copies of the decryption key. If all data is adequately encrypted, then once the decryption key is removed, the Institutional Information is not recoverable. Note, for Cryptographic Erasure, the UC IT Workforce Member must verify that all data is adequately encrypted on the Canon device. The location of all decryption keys must be known and documented. An action that safely destroys all copies of the key must be available. The cryptographic algorithm employed must meet minimum standards, as defined by NIST FIPS 140-2.

**Purging** is defined as a disposal process that makes the media reusable but makes accessing the Institutional Information infeasible. This applies to physical or logical techniques that render Institutional Information recovery unachievable. Purge protects against laboratory attacks. Executing the secure erase firmware command on a disk drive, Cryptographic Erase and Degaussing are acceptable methods of purging.

- 6.6 Supplier will work with each Participating Agencies System Administrator to create the appropriate standards for device security including; interface, network, port usage,

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

authentication, key/certification, log, job and storage parameters. Prior to deliver the HDD Data Erase function will be enabled in all Canon imageRUNNER devices to overwrite at least once with NULL Data in the temporary image data storage areas. Participating Agencies System Administrator can configure the device to automatically overwrite to other settings.

**7. Technology Requirements:** Suppliers' devices must have the technological capability to fulfill specific requirements of the University including, but not limited to the following required device technologies:

- 7.1 100baseT or greater Ethernet connectivity
- 7.2 Connectivity to Supplier'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:
  - 7.2.1 Windows (requirement is from Windows 10.0 and higher; Suppliers to specify versions)
  - 7.2.2 Macintosh (Suppliers to specify versions; requirement is from OSX 10.13 and higher)
  - 7.2.3 IOS (Suppliers to specify versions; requirement is from iOS 11.0 and higher)
  - 7.2.4 Android (Suppliers to specify versions; requirement is from Android OS 8.0 and higher)
- 7.3 Connectivity to Supplier's MFDs and/or Laser Printers by following communications protocols:
  - 7.3.1 POP, IMAP
  - 7.3.2 IPv4/IPv6/IPsec
  - 7.3.3 LDAPv3 or higher
  - 7.3.4 Kerberos – must include Kerberos for Windows and Macintosh Operating Systems listed in 2a-2b above
  - 7.3.5 LPR/LPD/IPP
  - 7.3.6 AirPrint
  - 7.3.7 SMTP
  - 7.3.8 SNMP v1 – v3 including authentication protocols
  - 7.3.9 TCP port 9100 direct printing (bidirectional)
  - 7.3.10 SSL/TLS
- 7.4 Printing to Supplier's MFDs and/or Laser Printers using the following printing protocols/output types:
  - 7.4.1 PostScript Level 3
  - 7.4.2 PCL 6e
  - 7.4.3 PDF

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 7.5 Effective and successful installation and set-up of Supplier's MFDs and/or Laser Printers on University network.
- 7.6 Effective and successful installation and set-up of connectivity software (including, but not limited to, PPDs) to Supplier's MFDs/Laser Printers on customer computers as requested by the Location.
- 7.7 All Proposers' devices must be able to interface with existing third-party access control and management systems at locations (Equitrac, ITC, Pharos, PaperCut, PCounter, or comparable), with the following requirements to achieve reliable and accurate transactions and transactional reporting:
  - 7.7.1 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 Participating Agency;
  - 7.7.2 Network connectivity across a hard-wired and/or a wireless network;
  - 7.7.3 Ability to use USB proximity and/or magnetic stripe card readers for user authentication and access to the third-party system.

## 8. Product Acquisition

- 8.1 Required MFD's: During the term of the Agreement, Supplier must provide at least one model MFD that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of MFD fulfilling the category requirements below.
  - Category 1 - B/W Desktop 20+ pages per minute
  - Category 2 - B/W 20-30 pages per minute
  - Category 3 - B/W 31-40 pages per minute
  - Category 4A - B/W 41-50 pages per minute
  - Category 4B - B/W 51-60 pages per minute
  - Category 5 - B/W 61-90 pages per minute
  - Category 1 - Color Desktop 20+ pages per minute
  - Category 2 - Color 20-30 pages per minute
  - Category 3 - Color 31-40 pages per minute
  - Category 4A - Color 41-50 pages per minute
  - Category 4B - Color 51-60 pages per minute
  - Category 5 - Color 61-90 pages per minute
- 8.2 Required Laser Printers: During the term of the Agreement, Supplier must provide at least one model Laser Printer that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

Laser Printer fulfilling the category requirements below. Each model MUST have the ability to perform duplex printing and have ethernet connectivity:

- Category 1 - Low Volume - B/W 25-40 pages per minute
- Category 2 - Mid Volume - B/W 41-55 pages per minute
- Category 3 - High Volume - B/W 56-70 pages per minute
- Category 1 - Low Volume - Color 10-20 pages per minute
- Category 2 - Mid Volume - Color 21-35 pages per minute
- Category 3 - High Volume - Color 36-50 pages per minute

8.3 Purchase Option: Supplier agrees to sell to Participating Agency the required devices listed herein and associated products and services, if requested by Participating Agency, in accordance with the requirements set forth in this Agreement. Supplier shall warrant that the Products are new and owned by Supplier. Supplier warrants that it will repair or replace defective Products and/or parts, including labor at no cost to Participating Agency for ninety (90) days after the installation date. The title for the purchased MFDs and/or Laser Printers will be transferred to Participating Agency. In conjunction with purchased MFDs, Suppliers must offer a cost per copy (CPC) rate for service and supplies.

8.4 Lease Option: Suppliers agrees to offer to Participating Agency the required MFDs listed herein and associated products and services based on the following Full Market Value (FMV) and \$1 buyout terms:

- 36 Months
- 48 Months
- 60 Months

8.4.2 In conjunction with leased MFDs, Supplier must offer a CPC rate for service and supplies.

8.4.3 In conjunction with leased MFDs, on both FMV and \$1 buyout option, Supplier must offer a service and supply component.

8.5 Trial Units: Supplier must offer current models to Participating Agencies Locations on a trial basis for thirty (30) days. 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.

8.6 Product Certification: Supplier certifies and warrants that all products sold to Participating Agencies under the Agreement:

University of California Purchasing Agreement # 2020002755  
OMNIA Partners Exhibit - Terms applicable to all Non-University of California Entities

- 8.6.1 Shall be new and genuine, except short term rentals or temporary replacements.
  - 8.6.2 Shall be provided to Participating Agencies in the manufacturer's original packaging unless otherwise requested by Participating Agencies.
  - 8.6.3 Shall be manufactured and sold or distributed to the Supplier for retail sale in the United States.
  - 8.6.4 Shall be sold to the Supplier from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer.
  - 8.6.5 Shall not be altered or misbranded within the meaning of the Federal and State laws applicable to such products.
- 8.7 Trade-ins: Supplier agrees to assist Participating Agencies in obtaining the best trade-in values available for Participating Agencies owned Products through Supplier's recommended Equipment Brokers. Supplier shall provide the required administrative support, including removal of Participating Agency owned products, to Participating Agency to effectively manage the trade-in transaction(s) at no cost to Participating Agency.
- 8.8 Leased Fleets of 50 devices or more at an individual campus. For those fleets, Supplier will allow the Customer to upgrade or downgrade 5% of the cumulative installed population of machines over the term of the Customer Agreement, provided Customer has installed a minimum fleet of 100 units of Equipment across all locations. This provision excludes imageRUNNER machines with rated speeds of 110 pages per minute or greater, or imagePRESS products.





Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800) 613-2228

## Master Sales & Services Agreement Customer Information Face Page

# MA36980

Salesperson: Glenn Christopher Nagle Order Date: 5/8/2023

### Customer ("you"):

|   |                 |                       |
|---|-----------------|-----------------------|
| Company: CAPE CORAL CHARTER SCHOOL AUTHORITY    |                 |                       |
| DBA:  |                 |                       |
| Address: 3507 OASIS BLVD                        |                 |                       |
| City: CAPE CORAL                                |                 | County: LEE           |
| State: FL                                       | Zip: 33914-4914 | Phone #: 239-945-1999 |
| Contact: Jacquelin Collins                      |                 | Fax #:                |
| Email: jacquelin.collins@capecharterschools.org |                 |                       |

| Applicable Terms and Conditions   | Customer Organizational Information   |
|---|---|
| <p><b>TERMS AND CONDITIONS ARE AVAILABLE AT:</b><br/><a href="https://ess.csa.canon.com/customerdocuments">ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</a></p> <p>The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p><b>Customer Initials</b></p> | <p><b>Federal Tax ID Number:</b> _____</p> <p><b>Organization type:</b></p> <p><b>Address for Notices:</b><br/>Attn: Jacquelin Collins<br/>Address: 3507 OASIS BLVD<br/>Address 2:<br/>City: CAPE CORAL State: FL Zip: 33914-4914<br/>Email: jacquelin.collins@capecharterschools.org</p> |

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

### Lease Schedule ("Schedule") - Blended (SER-800)

Page 1 of 6

**Customer:** CAPE CORAL CHARTER SCHOOL AUTHORITY

**CFS App #:** 1925662

**Salesperson:** Glenn Christopher Nagle

**Agreement #:** MA36980

**Transaction #:** S21005967

**Order Date:** 05/08/23

| Billing Information  |  | Payment Information  |   | Equipment Maintenance Information   |  |
|--|--|--|---|---|--|
| Customer Account: 2180040  |  | Listed Items Lease Term                                    | # of Lease Payments                     | Maintenance included, except as indicated excluded<br>Excess Per Image Charge invoiced Monthly by CFS<br>New Fleet Plan<br>Fixed Price Plan |  |
| <b>Company:</b> CAPE CORAL CHARTER SCHOOL AUTHORITY<br><b>DBA:</b><br><b>Address:</b> 3507 OASIS BLVD<br><b>Address 2:</b><br><b>City:</b> CAPE CORAL <b>County:</b> LEE<br><b>State:</b> FL <b>Zip:</b> 33914-4914 <b>Phone #:</b> 239-945-1999<br><b>Contact:</b> Jacquelin Collins <b>Fax #:</b><br><b>Email:</b> jacquelin.collins@capecharterschools.org<br>Rider A applies (Office Equip/Cut Sheet Production) |  | 63 Months  | 63                                      |   |  |
|  |  | Payment* (*Plus Applicable Taxes)                          | CFS Invoicing                           | <b>Other Transaction Details</b><br>Purchase Option: Fair Market Value  |  |
|  |  | Total<br>\$4,272.00  | Lease Payment shall be invoiced Monthly |   |  |
|  |  | Due at Signing   |   | <b>Excess Per Image Charge(s)</b><br>B&W: \$0.00360    Color: \$0.03770   |  |
|  |  | # of Payments in Advance                                   | Total Due at Signing                    |   |  |
|  |  | Covered Images Included in Payment<br>B&W: 00    Color: 00 |   |   |  |

| Item Code | Listed Items Description                                 | Qty | Ship To & Maintenance Billing Information  |  |  |
|-----------|--|-----|--|--|--|
| 3826C002  | IMAGERUNNER ADVANCE DX C5850I                            | 1   | <b>Shipping:</b> 3519 OASIS BLVD <b>Delivery Date:</b> 06/12/23                                |  |  |
| 4031C002  | HIGH CAPACITY CASSETTE FEEDING UNIT-C1                   | 1   | <b>Address 2:</b>  |  |  |
| 4000C002  | INNER FINISHER-L1  | 1   | <b>City:</b> CAPE CORAL <b>County:</b> LEE <b>State:</b> FL <b>Zip:</b> 33914-4914             |  |  |
| 4002C002  | INNER 2/3 HOLE PUNCHER-D1                                | 1   | <b>Primary Customer Contact:</b> Jacquelin Collins   |  |  |
| 3998C001  | SUPER G3 FAX BOARD-AX1                                   | 1   | <b>Phone #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.org            |  |  |
| 1972V064  | ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D | 1   | <b>Meter Contact:</b>  |  |  |
| 2368V120  | MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM               | 1   | <b>Phone #:</b> <b>Email:</b>  |  |  |
| 3923V843  | INSTALL PAK DX C5870I/C5860I/C5850I/C5840I               | 1   | <b>IT Contact:</b> Jacquelin Collins   |  |  |
| 3575B624  | MICARD PLUS-2 SC V2                                      | 1   | <b>Phone #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.org            |  |  |
|           |  |     | <b>Billing:</b>  |  |  |
|           |  |     | <b>Address 2:</b>  |  |  |
|           |  |     | <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b>  |  |  |
|           |  |     | <b>Billing Contact:</b>  |  |  |
|           |  |     | <b>Phone #:</b> <b>Email:</b>  |  |  |
|           |  |     | <b>Elevator:</b> Yes <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5 |  |  |

| Additional Requirements:  |  |                                      |                          |
|---|--|--------------------------------------|--------------------------|
| Additional details on related Schedule  |  | Consumables: Toner Only              | Auto-Toner Fulfillment** |
|   |  | Meter Method: Remote Reporting Agent | Corporate Advantage      |
|   |  | <b>For CSA USE ONLY:</b>             |                          |
| OC: UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755      Fiscal Funding |  | Config: A   56992349                 |                          |

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

**Customer Authorized Signature:**      **Printed Name:**      **Title:**      **Date:**

#### ACCEPTANCE CERTIFICATE

To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

**Authorized Signature:**      **Printed Name:**      **Title:**      **Date:**

#### For Internal Purposes Only:

**CFS Authorized Signature:**      **Printed Name:**      **Title:**      **Date:**



Customer: CAPE CORAL CHARTER SCHOOL AUTHORITY

Agreement #: MA36980

Order Date: 05/08/23 Salesperson: Glenn Christopher Nagle

| Rider A applies (Office Equip/Cut Sheet Production) |  | Covered Images Included in Payment | Excess Per Image Charge(s)   |
|---|--|------------------------------------|--|
|   |  | See Page 1                         | See Page 1   |
| Item Code   | Listed Items Description                                 | Qty                                | Ship To & Maintenance Billing Information  |
| 3575B624  | MICARD PLUS-2 SC V2                                      | 1                                  | <b>Shipping:</b> 3519 OASIS BLVD <b>Delivery Date:</b> 06/12/23<br><b>Address 2:</b><br><b>City:</b> CAPE CORAL <b>County:</b> LEE <b>State:</b> FL <b>Zip:</b> 33914-4914<br><b>Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c<br><b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>IT Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c<br><b>Billing:</b><br><b>Address 2:</b><br><b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b><br><b>Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>Elevator:</b> Yes <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5<br>Consumables: Toner Only Auto-Toner Fulfillment**<br>Meter Method: Remote Reporting Agent Corporate Advantage<br><b>For CSA USE ONLY:</b><br>Config: B   56992350 |
| 3827C002  | IMAGERUNNER ADVANCE DX C5840I                            | 1                                  |  |
| 4030C002  | CASSETTE FEEDING UNIT-AQ1                                | 1                                  |  |
| 4000C002  | INNER FINISHER-L1  | 1                                  |  |
| 4002C002  | INNER 2/3 HOLE PUNCHER-D1                                | 1                                  |  |
| 3998C001  | SUPER G3 FAX BOARD-AX1                                   | 1                                  |  |
| 1972V064  | ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D | 1                                  |  |
| 2368V120  | MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM               | 1                                  |  |
| 3923V843  | INSTALL PAK DX C5870I/C5860I/C5850I/C5840I               | 1                                  |  |

| Rider A applies (Office Equip/Cut Sheet Production) |   | Covered Images Included in Payment | Excess Per Image Charge(s)  |
|---|---|------------------------------------|---|
|   |   | See Page 1                         | See Page 1  |
| Item Code   | Listed Items Description                                    | Qty                                | Ship To & Maintenance Billing Information   |
| 4083C015  | IMAGERUNNER ADVANCE DX 8705I SET                            | 2                                  | <b>Shipping:</b> 3507 OASIS BLVD <b>Delivery Date:</b> 06/12/23<br><b>Address 2:</b><br><b>City:</b> CAPE CORAL <b>County:</b> LEE <b>State:</b> FL <b>Zip:</b> 33914-4914<br><b>Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c<br><b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>IT Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c<br><b>Billing:</b><br><b>Address 2:</b><br><b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b><br><b>Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5<br>Consumables: Toner Only Auto-Toner Fulfillment**<br>Meter Method: Remote Reporting Agent Corporate Advantage<br><b>For CSA USE ONLY:</b><br>Config: C   56992351 |
| 3575B624  | MICARD PLUS-2 SC V2   | 2                                  |   |
| 0099C002  | STAPLE FINISHER-X1  | 2                                  |   |
| 2895B002  | PUNCHER UNIT-BF1  | 2                                  |   |
| 0166C007  | SUPER G3 FAX BOARD-AS2                                      | 2                                  |   |
| 1972V073  | ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D    | 2                                  |   |
| 3792V679  | IR ADV DX 8786/95/05 INSTALL PAK                            | 2                                  |   |
| 2368V118  | HIGH VOLUME CONNECTIVITY OVER 80PPM                         | 2                                  |   |
| 1618V190  | IR ADVANCE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ANALYST | 16                                 |   |
|   |   |                                    |   |
|   |   |                                    |   |
|   |   |                                    |   |



Customer: CAPE CORAL CHARTER SCHOOL AUTHORITY

Agreement #: MA36980

Order Date: 05/08/23 Salesperson: Glenn Christopher Nagle

| Rider D applies (Subscription Support Services) |  | Covered Images Included in Payment | Excess Per Image Charge(s)  |
|---|--|------------------------------------|---|
|   |  |                                    |   |
| Item Code                                       | Listed Items Description                   | Qty                                | Ship To & Maintenance Billing Information   |
| 2807V116  | SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK | 2                                  | <b>Shipping:</b> 3507 OASIS BLVD <b>Delivery Date:</b> 06/12/23<br><b>Address 2:</b><br><b>City:</b> CAPE CORAL <b>County:</b> LEE <b>State:</b> FL <b>Zip:</b> 33914-4914<br><b>Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c<br><b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>IT Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c<br><b>Billing:</b><br><b>Address 2:</b><br><b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b><br><b>Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5<br><b>For CSA USE ONLY:</b><br>Config: C   56992351 |

| Rider A applies (Office Equip/Cut Sheet Production) |   | Covered Images Included in Payment | Excess Per Image Charge(s)  |
|---|---|------------------------------------|---|
|   |   | See Page 1                         | See Page 1  |
| Item Code   | Listed Items Description                                    | Qty                                | Ship To & Maintenance Billing Information   |
| 4083C015  | IMAGERUNNER ADVANCE DX 8705I SET                            | 2                                  | <b>Shipping:</b> 3415 OASIS BLVD <b>Delivery Date:</b> 06/12/23<br><b>Address 2:</b><br><b>City:</b> CAPE CORAL <b>County:</b> LEE <b>State:</b> FL <b>Zip:</b> 33914-4924<br><b>Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c<br><b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>IT Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c<br><b>Billing:</b><br><b>Address 2:</b><br><b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b><br><b>Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5<br>Consumables: Toner Only Auto-Toner Fulfillment**<br>Meter Method: Remote Reporting Agent Corporate Advantage<br><b>For CSA USE ONLY:</b><br>Config: C   56992351 |
| 3575B624  | MICARD PLUS-2 SC V2   | 2                                  |   |
| 0099C002  | STAPLE FINISHER-X1  | 2                                  |   |
| 2895B002  | PUNCHER UNIT-BF1  | 2                                  |   |
| 0166C007  | SUPER G3 FAX BOARD-AS2                                      | 2                                  |   |
| 1972V073  | ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D    | 2                                  |   |
| 3792V679  | IR ADV DX 8786/95/05 INSTALL PAK                            | 2                                  |   |
| 2368V118  | HIGH VOLUME CONNECTIVITY OVER 80PPM                         | 2                                  |   |
| 1618V190  | IR ADVANCE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ANALYST | 16                                 |   |
|   |   |                                    |   |



Customer: CAPE CORAL CHARTER SCHOOL AUTHORITY

Agreement #: MA36980

Order Date: 05/08/23 Salesperson: Glenn Christopher Nagle

|   |  |                                    |  |                            |  |
|---|--|------------------------------------|--|----------------------------|--|
| Rider D applies (Subscription Support Services) |  | Covered Images Included in Payment |  | Excess Per Image Charge(s) |  |
|   |  |                                    |  |                            |  |
| Item Code                                       | Listed Items Description                   | Qty                                | Ship To & Maintenance Billing Information  |                            |  |
| 2807V116  | SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK | 2                                  | <div>Shipping: 3415 OASIS BLVD<span>Delivery Date: 06/12/23</span></div> <div>Address 2:</div> <div>City: CAPE CORAL<span>County: LEE</span><span>State: FL</span><span>Zip: 33914-4924</span></div> <div>Contact: Jacquelin Collins<span>Ph #: 239-945-1999</span><span>Email: jacquelin.collins@capecharterschools.c</span></div> <div>Mtr Contact:<span>Ph #:</span><span>Email:</span></div> <div>IT Contact: Jacquelin Collins<span>Ph #: 239-945-1999</span><span>Email: jacquelin.collins@capecharterschools.c</span></div> <div>Billing:</div> <div>Address 2:</div> <div>City:<span>County:</span><span>State:</span><span>Zip:</span></div> <div>Contact:<span>Ph #:</span><span>Email:</span></div> <div>Elevator: No<span>Loading Dock: No</span><span># of Steps: 0</span><span>Hrs of Operation: 9-5</span></div> <div>For CSA USE ONLY:</div> <div>Config: C   56992351</div> |                            |  |

|   |   |                                    |  |                            |  |
|---|---|------------------------------------|--|----------------------------|--|
| Rider A applies (Office Equip/Cut Sheet Production) |   | Covered Images Included in Payment |  | Excess Per Image Charge(s) |  |
|   |   | See Page 1                         |  | See Page 1                 |  |
| Item Code   | Listed Items Description                                    | Qty                                | Ship To & Maintenance Billing Information  |                            |  |
| 4083C015  | IMAGERUNNER ADVANCE DX 8705I SET                            | 2                                  | <div>Shipping: 3519 OASIS BLVD<span>Delivery Date: 06/12/23</span></div>   |                            |  |
| 3575B624  | MICARD PLUS-2 SC V2   | 2                                  | <div>Address 2:</div>  |                            |  |
| 0099C002  | STAPLE FINISHER-X1  | 2                                  | <div>City: CAPE CORAL<span>County: LEE</span><span>State: FL</span><span>Zip: 33914-4914</span></div>  |                            |  |
| 2895B002  | PUNCHER UNIT-BF1  | 2                                  | <div>Contact: Jacquelin Collins<span>Ph #: 239-945-1999</span><span>Email: jacquelin.collins@capecharterschools.c</span></div>   |                            |  |
| 0166C007  | SUPER G3 FAX BOARD-AS2                                      | 2                                  | <div>Mtr Contact:<span>Ph #:</span><span>Email:</span></div>   |                            |  |
| 1972V073  | ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D    | 2                                  | <div>IT Contact: Jacquelin Collins<span>Ph #: 239-945-1999</span><span>Email: jacquelin.collins@capecharterschools.c</span></div>  |                            |  |
| 3792V679  | IR ADV DX 8786/95/05 INSTALL PAK                            | 2                                  | <div>Billing:</div>  |                            |  |
| 2368V118  | HIGH VOLUME CONNECTIVITY OVER 80PPM                         | 2                                  | <div>Address 2:</div>  |                            |  |
| 1618V190  | IR ADVANCE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ANALYST | 16                                 | <div>City:<span>County:</span><span>State:</span><span>Zip:</span></div> <div>Contact:<span>Ph #:</span><span>Email:</span></div> <div>Elevator: Yes<span>Loading Dock: No</span><span># of Steps: 0</span><span>Hrs of Operation: 9-5</span></div> <div>Consumables: Toner Only<span>Auto-Toner Fulfillment**</span></div> <div>Meter Method: Remote Reporting Agent<span>Corporate Advantage</span></div> <div>For CSA USE ONLY:</div> <div>Config: C   56992351</div> |                            |  |



Customer: CAPE CORAL CHARTER SCHOOL AUTHORITY

Agreement #: MA36980

Order Date: 05/08/23 Salesperson: Glenn Christopher Nagle

| Rider D applies (Subscription Support Services) |  | Covered Images Included in Payment |  | Excess Per Image Charge(s) |  |
|---|--|------------------------------------|--|----------------------------|--|
|   |  |                                    |  |                            |  |
| Item Code                                       | Listed Items Description                   | Qty                                | Ship To & Maintenance Billing Information  |                            |  |
| 2807V116  | SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK | 2                                  | <b>Shipping:</b> 3519 OASIS BLVD <b>Delivery Date:</b> 06/12/23<br><b>Address 2:</b><br><b>City:</b> CAPE CORAL <b>County:</b> LEE <b>State:</b> FL <b>Zip:</b> 33914-4914<br><b>Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c<br><b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>IT Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c<br><b>Billing:</b><br><b>Address 2:</b><br><b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b><br><b>Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>Elevator:</b> Yes <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5<br><br><b>For CSA USE ONLY:</b><br>Config: C   56992351 |                            |  |

| Rider A applies (Office Equip/Cut Sheet Production) |   | Covered Images Included in Payment |  | Excess Per Image Charge(s) |  |
|---|---|------------------------------------|--|----------------------------|--|
|   |   | See Page 1                         |  | See Page 1                 |  |
| Item Code   | Listed Items Description                                    | Qty                                | Ship To & Maintenance Billing Information  |                            |  |
| 4083C015  | IMAGERUNNER ADVANCE DX 8705I SET                            | 2                                  | <b>Shipping:</b> 2817 SW 3RD LN <b>Delivery Date:</b> 06/12/23   |                            |  |
| 3575B624  | MICARD PLUS-2 SC V2   | 2                                  | <b>Address 2:</b>  |                            |  |
| 0099C002  | STAPLE FINISHER-X1  | 2                                  | <b>City:</b> CAPE CORAL <b>County:</b> LEE <b>State:</b> FL <b>Zip:</b> 33991-1151   |                            |  |
| 2895B002  | PUNCHER UNIT-BF1  | 2                                  | <b>Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c   |                            |  |
| 0166C007  | SUPER G3 FAX BOARD-AS2                                      | 2                                  | <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b>   |                            |  |
| 1972V073  | ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D    | 2                                  | <b>IT Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c  |                            |  |
| 3792V679  | IR ADV DX 8786/95/05 INSTALL PAK                            | 2                                  | <b>Billing:</b>  |                            |  |
| 2368V118  | HIGH VOLUME CONNECTIVITY OVER 80PPM                         | 2                                  | <b>Address 2:</b>  |                            |  |
| 1618V190  | IR ADVANCE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ANALYST | 16                                 | <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b><br><b>Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5<br>Consumables: Toner Only Auto-Toner Fulfillment**<br>Meter Method: Remote Reporting Agent Corporate Advantage<br><b>For CSA USE ONLY:</b><br>Config: C   56992351 |                            |  |



Customer: CAPE CORAL CHARTER SCHOOL AUTHORITY

Agreement #: MA36980

Order Date: 05/08/23 Salesperson: Glenn Christopher Nagle

| Rider D applies (Subscription Support Services) |  | Covered Images Included in Payment | Excess Per Image Charge(s)   |
|---|--|------------------------------------|--|
|   |  |                                    |  |
| Item Code                                       | Listed Items Description                   | Qty                                | Ship To & Maintenance Billing Information  |
| 2807V116  | SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK | 2                                  | <b>Shipping:</b> 2817 SW 3RD LN <b>Delivery Date:</b> 06/12/23<br><b>Address 2:</b><br><b>City:</b> CAPE CORAL <b>County:</b> LEE <b>State:</b> FL <b>Zip:</b> 33991-1151<br><b>Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c<br><b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>IT Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c<br><b>Billing:</b><br><b>Address 2:</b><br><b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b><br><b>Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5<br><b>For CSA USE ONLY:</b><br>Config: C   56992351 |

| Device Excluded from Maintenance |   | Covered Images Included in Payment | Excess Per Image Charge(s)   |
|----------------------------------|---|------------------------------------|--|
|                                  |   |                                    |  |
| Item Code                        | Listed Items Description  | Qty                                | Ship To & Maintenance Billing Information  |
| 3128V681                         | UNIFLOW ONLINE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ANALYST                       | 10                                 | <b>Shipping:</b> 3519 OASIS BLVD <b>Delivery Date:</b> 06/12/23<br><b>Address 2:</b><br><b>City:</b> CAPE CORAL <b>County:</b> LEE <b>State:</b> FL <b>Zip:</b> 33914-4914<br><b>Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c<br><b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>IT Contact:</b> Jacquelin Collins <b>Ph #:</b> 239-945-1999 <b>Email:</b> jacquelin.collins@capecharterschools.c<br><b>Billing:</b><br><b>Address 2:</b><br><b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b><br><b>Contact:</b> <b>Ph #:</b> <b>Email:</b><br><b>Elevator:</b> Yes <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> 9-5<br><b>For CSA USE ONLY:</b><br>Config: D   56992479 |
| 3788V326                         | UNIFLOW ONLINE PROJECT MANAGEMENT SERVICES BY SHARED OPERATIONS TEAM ADD-ON - 4 HOURS | 2                                  |  |



## Return Schedule, Rider B of Agreement

Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

**Customer:** CAPE CORAL CHARTER SCHOOL  
**Agreement #:** MA36980

**Salesperson:** Glenn Christopher Nagle  
**Transaction #:** S21005967

**Order date:** 5/8/2023

|  |                           |  |                     |
|--|---------------------------|--|---------------------|
| <b>Customer ("You")</b>                                | Customer Account: 2180040 | <b>Service Requested:</b>                |                     |
| <b>Company:</b> CAPE CORAL CHARTER SCHOOL AUTHORITY    |                           | Upgrade                                  |                     |
| <b>Address:</b> 3507 OASIS BLVD                        |                           | <b>Lease Information (if applicable)</b> |                     |
| <b>City:</b> CAPE CORAL                                | <b>County:</b> LEE        | <b>Leasing company name</b>              | <b>Lease Number</b> |
| <b>State:</b> FL                                       | <b>Zip:</b> 33914-4914    | CFS                                      | 001-0788145-001     |
| <b>Phone:</b> 239-945-1999                             |                           |  |                     |
| <b>Contact name:</b> Jacquelin Collins                 |                           |  |                     |
| <b>Email:</b> jacquelin.collins@capecharterschools.org |                           |  |                     |
| <b>Alternate Contact:</b>                              |                           |  |                     |
| <b>Alternate Phone:</b>                                |                           |  |                     |

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ \_\_\_\_\_ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

**Payable to:** \_\_\_\_\_ **Reason for check issuance:** \_\_\_\_\_

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

**Select one:**

☐ Not Applicable: No Equipment pick up required

☒ CSA will pick up the Equipment

☒ Return Equipment to CFS

☐ Return Equipment to CSA Original Order Date \_\_\_\_\_

☐ You will return Equipment to leasing company according to the terms and conditions of your lease agreement

☐ You will retain the equipment.

Will retained equipment remain under a CSA Maintenance Agreement?

☐ No

☐ Yes: SELECT ONE: under an Existing Contract ☐ Or New Contract ☐

**Trade in Equipment Condition:****Equipment for Trade-In, Upgrade, or Return**

If transaction includes a Lease return the following MUST be completed:

| Return code | Item Code | Description  | Serial # | Equipment Location                       | Contact Name & Phone           | Email                                    | Alt pick up date |
|-------------|-----------|--------------|----------|--|--------------------------------|--|------------------|
| UGTR        | 0192C071  | IRADV8595IV2 | XQU01502 | 3415 OASIS BLVD CAPE CORAL FL 33914-4924 | Jacquelin Collins 239-945-1999 | jacquelin.collins@capecharterschools.org |                  |
| UGTR        | 0294C024  | IRADV6565IV2 | XNF01842 | 3519 OASIS BLVD CAPE CORAL FL 33914-4914 | Jacquelin Collins 239-945-1999 | jacquelin.collins@capecharterschools.org |                  |
| UGTR        | 0294C024  | IRADV6565IV2 | XNF01544 | 3415 OASIS BLVD CAPE CORAL FL 33914-4924 | Jacquelin Collins 239-945-1999 | jacquelin.collins@capecharterschools.org |                  |
| UGTR        | 0294C024  | IRADV6565IV2 | XNF02213 | 3507 OASIS BLVD CAPE CORAL FL 33914-4914 | Jacquelin Collins 239-945-1999 | jacquelin.collins@capecharterschools.org |                  |
| UGTR        | 0192C052  | IRADV8505IV2 | XQU00791 | 2817 SW 3RD LN CAPE CORAL FL 33991-1151  | Jacquelin Collins 239-945-1999 | jacquelin.collins@capecharterschools.org |                  |

**Pick Up /Return Information:**

- ☐ Same Date as Delivery of Listed Items Specified on the Agreement
- ☐ Other Specified Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (but no longer than 30 days after delivery of Listed Items under Agreement)

|                              |                         |                  |                      |
|------------------------------|-------------------------|------------------|----------------------|
| <b>Contact Name:</b>         | <b>Phone:</b>           | <b>Email:</b>    |                      |
| <b>Hours of Operation:</b>   | <b>Number of Steps:</b> | <b>Elevator:</b> | <b>Loading Dock:</b> |
| <b>Special Instructions:</b> |                         |                  |                      |

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

|                                 |       |      |
|---------------------------------|-------|------|
| Customer's Authorized Signature |       |      |
| Printed Name                    | Title | Date |





Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

## Additional Equipment for Trade in, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

Page 2 of 2

**Customer:** CAPE CORAL CHARTER SCHOOL AUTHORITY

**Salesperson:** Glenn Christopher Nagle

**Agreement #:** MA36980

**Transaction #:** S21005967

**Order Date:** 5/8/2023

### Customer ("you"):

**Company:** CAPE CORAL CHARTER SCHOOL AUTHORITY

**Contact:** Jacquelin Collins

**Address:** 3507 OASIS BLVD

**Phone:** 239-945-1999

**Fax:** 239-945-1999

**City:** CAPE CORAL

**State:** FL

**Zip:** 33914-4914

**Email:** jacquelin.collins@capecharterschools.org

### Equipment for Trade-In, Upgrade, or Return

| Return code | Item Code | Description      | Serial # | Equipment Location, if different than above | Contact Name & Phone           | Email                                    | Alt pick up date |
|-------------|-----------|------------------|----------|---|--------------------------------|--|------------------|
| UGTR        | 0192C071  | IRADV8595IV<br>2 | XQU02046 | 3519 OASIS BLVD CAPE CORAL FL 33914-4914    | Jacquelin Collins 239-945-1999 | jacquelin.collins@capecharterschools.org |                  |
| UGTR        | 0294C024  | IRADV6565IV<br>2 | XNF02216 | 2817 SW 3RD LN CAPE CORAL FL 33991-1151     | Jacquelin Collins 239-945-1999 | jacquelin.collins@capecharterschools.org |                  |
| UGTR        | 1407C028  | IRADV4545IV<br>2 | XVR06333 | 3519 OASIS BLVD CAPE CORAL FL 33914-4914    | Jacquelin Collins 239-945-1999 | jacquelin.collins@capecharterschools.org |                  |
| UGTR        | 0192C071  | IRADV8595IV<br>2 | XQU02047 | 3507 OASIS BLVD CAPE CORAL FL 33914-4914    | Jacquelin Collins 239-945-1999 | jacquelin.collins@capecharterschools.org |                  |
|             |           |                  |          |   |                                |  |                  |
|             |           |                  |          |   |                                |  |                  |
|             |           |                  |          |   |                                |  |                  |
|             |           |                  |          |   |                                |  |                  |
|             |           |                  |          |   |                                |  |                  |
|             |           |                  |          |   |                                |  |                  |
|             |           |                  |          |   |                                |  |                  |
|             |           |                  |          |   |                                |  |                  |
|             |           |                  |          |   |                                |  |                  |
|             |           |                  |          |   |                                |  |                  |
|             |           |                  |          |   |                                |  |                  |
|             |           |                  |          |   |                                |  |                  |
|             |           |                  |          |   |                                |  |                  |



Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

**Software and Cloud Subscriptions Order Schedule ("Schedule") (SLS-915)**  
**Order Schedule, Rider C of Agreement**

Page 1 of 1

**Customer:** CAPE CORAL CHARTER SCHOOL AUTHORITY  
**Agreement #:** MA36980

**Transaction #:** S21005967

**Salesperson:** Glenn Christopher Nagle  
**Order Date:** 5/8/2023

| Billing Information  |  | Customer Account: 2180040 |  | Payment Terms   |  |
|--|--|---------------------------|--|---|--|
| <b>Company:</b> CAPE CORAL CHARTER SCHOOL AUTHORITY<br><b>DBA:</b><br><b>Address:</b> 3507 OASIS BLVD<br><b>Address 2:</b><br><b>City:</b> CAPE CORAL <b>County:</b> LEE <b>State:</b> FL <b>Zip:</b> 33914-4914<br><b>Primary Contact:</b> Jacquelin Collins <b>Tech Contact:</b> Jacquelin Collins<br><b>Contact Phone:</b> 239-945-1999 <b>Tech Phone:</b> 239-945-1999<br><b>Contact Email:</b> jacquelin.collins@capecharterschools.org <b>Tech Email:</b> jacquelin.collins@capecharterschools.org |  |                           |  | Payment Included with CFS Lease   |  |
|  |  |                           |  | Lease Payment Shall Be Invoiced Monthly                      Total # Lease Payments: 63 |  |
|  |  |                           |  |   |  |
|  |  |                           |  |   |  |
| Subscription Details   |  |                           |  |   |  |
| New Subscription   |  |                           |  |   |  |
| SN/Tenant ID: TUS3CBE708B  |  |                           |  |   |  |
| Term: 63 Months  |  |                           |  |   |  |
| Auto Renewal   |  |                           |  |   |  |

**Software and Software Subscription Licensing and Support (Subject to Rider C of the Agreement)**

| Item Code | Subscription Name  | Qty | Price Per Qty     | Periodic Payment  | # of Covered Units | Units        |
|-----------|--|-----|-------------------|-------------------|--------------------|--------------|
| 3575B806  | UNIFLOW ONE PRINT & SCAN-TYPE 1 - 1 DEVICE/1 MONTH (10-24) | 10  | Included in Lease | Included in Lease | 10                 | DEVICE/Month |

|  |  |  |                                       |  |                   |
|--|--|--|---------------------------------------|--|-------------------|
|  |  |  | <b>Software Subscription Subtotal</b> |  | N/A               |
|  |  |  | <b>Sales tax</b>                      |  | TBD at invoicing  |
|  |  |  | <b>Software Subscription Total</b>    |  | N/A               |
|  |  |  | <b>Total Periodic Payment</b>         |  | Included in Lease |

THIS ORDER SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER SCHEDULE.

**Customer's Authorized Signature** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Subscription Support Services (SLS-910)**  
**Subscription Schedule ("Schedule"), Rider D of Agreement**

Page 1 of 4

Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

**Customer:** CAPE CORAL CHARTER SCHOOL  
**Agreement #:** MA36980

**Salesperson:** Glenn Christopher Nagle

**Transaction #:** S21005967

**Order date:** 05/08/23

**Customer ("You")** Customer Account: 2180040

**Company:** CAPE CORAL CHARTER SCHOOL AUTHORITY

**Address:** 3507 OASIS BLVD, ,

**City:** CAPE CORAL

**State:** FL

**Zip:** 33914-4914

**Contact:** Jacquelin, Collins

**Phone:** 239-945-1999

**Email:** jacquelin.collins@capecharterschools.org

**Alternate Contact:**

**Alternate Email:**

**Alternate Phone:**

**Subscription Support Services**

**Schedule Term:** ☐ 63 Months or ☒ Lease term ☐ Customer P.O. Reference on invoice: \_\_\_\_\_

**Payment terms:** ☐ Net 30 ☒ Bill with my CFS Lease Payment ☐ Credit Card (Requires secure credit card authorization form.)

| Ordered Qty | Item Code | Description                                | Price            | Extended Price    |
|-------------|-----------|--|------------------|-------------------|
| 2           | 2807V116  | SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK | Included         | Included          |
|             |           |  | <b>Total</b>     | Included in Lease |
|             |           |  | <b>Sales Tax</b> | TBD at invoicing  |
|             |           |  | <b>Total Due</b> | Included in Lease |

| Resource Level                                    | Units / hour | Min Hrs/Engagement |
|---|--------------|--------------------|
| National Consulting and Support ("NCS") Engineers | 5            | 10                 |
| Production Analyst                                | 4            | 8                  |
| Project Mgmt or Software Development Specialist   | 4            | 4                  |
| Local Systems Analyst or Systems Engineer         | 3            | 1                  |
| Solutions Support Center Agent                    | 3            | 1                  |
| Product Trainer                                   | 2            | 1*                 |

\*1 Subject to Course minimum requirements, if applicable

THIS SUBSCRIPTION SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SUBSCRIPTION SCHEDULE.

Customer's Authorized Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Subscription Support Services (SLS-910)**  
**Subscription Schedule ("Schedule"), Rider D of Agreement**

Page 1 of 4

Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

**Customer:** CAPE CORAL CHARTER SCHOOL  
**Agreement #:** MA36980

**Salesperson:** Glenn Christopher Nagle

**Transaction #:** S21005967

**Order date:** 05/08/23

**Customer ("You")** Customer Account: 2180040

**Company:** CAPE CORAL CHARTER SCHOOL AUTHORITY

**Address:** 3415 OASIS BLVD, ,

**City:** CAPE CORAL

**State:** FL

**Zip:** 33914-4924

**Contact:** Jacquelin, Collins

**Phone:** 239-945-1999

**Email:** jacquelin.collins@capecharterschools.org

**Alternate Contact:**

**Alternate Email:**

**Alternate Phone:**

**Subscription Support Services**

**Schedule Term:** ☐ 63 Months or ☒ Lease term ☐ Customer P.O. Reference on invoice: \_\_\_\_\_

**Payment terms:** ☐ Net 30 ☒ Bill with my CFS Lease Payment ☐ Credit Card (Requires secure credit card authorization form.)

| Ordered Qty | Item Code | Description                                | Price            | Extended Price    |
|-------------|-----------|--|------------------|-------------------|
| 2           | 2807V116  | SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK | Included         | Included          |
|             |           |  | <b>Total</b>     | Included in Lease |
|             |           |  | <b>Sales Tax</b> | TBD at invoicing  |
|             |           |  | <b>Total Due</b> | Included in Lease |

| Resource Level                                    | Units / hour | Min Hrs/Engagement |
|---|--------------|--------------------|
| National Consulting and Support ("NCS") Engineers | 5            | 10                 |
| Production Analyst                                | 4            | 8                  |
| Project Mgmt or Software Development Specialist   | 4            | 4                  |
| Local Systems Analyst or Systems Engineer         | 3            | 1                  |
| Solutions Support Center Agent                    | 3            | 1                  |
| Product Trainer                                   | 2            | 1*                 |

\*1 Subject to Course minimum requirements, if applicable

THIS SUBSCRIPTION SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SUBSCRIPTION SCHEDULE.

Customer's Authorized Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Subscription Support Services (SLS-910)**  
**Subscription Schedule ("Schedule"), Rider D of Agreement**

Page 1 of 4

Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

**Customer:** CAPE CORAL CHARTER SCHOOL  
**Agreement #:** MA36980

**Salesperson:** Glenn Christopher Nagle

**Transaction #:** S21005967

**Order date:** 05/08/23

**Customer ("You")** Customer Account: 2180040

**Company:** CAPE CORAL CHARTER SCHOOL AUTHORITY

**Address:** 3519 OASIS BLVD, ,

**City:** CAPE CORAL **State:** FL **Zip:** 33914-4914

**Contact:** Jacquelin, Collins **Phone:** 239-945-1999

**Email:** jacquelin.collins@capecharterschools.org

**Alternate Contact:**

**Alternate Email:**

**Alternate Phone:**

**Subscription Support Services**

**Schedule Term:** ☐ 63 Months or ☒ Lease term ☐ Customer P.O. Reference on invoice: \_\_\_\_\_

**Payment terms:** ☐ Net 30 ☒ Bill with my CFS Lease Payment ☐ Credit Card (Requires secure credit card authorization form.)

| Ordered Qty | Item Code | Description                                | Price            | Extended Price    |
|-------------|-----------|--|------------------|-------------------|
| 2           | 2807V116  | SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK | Included         | Included          |
|             |           |  | <b>Total</b>     | Included in Lease |
|             |           |  | <b>Sales Tax</b> | TBD at invoicing  |
|             |           |  | <b>Total Due</b> | Included in Lease |

| Resource Level                                    | Units / hour | Min Hrs/Engagement |
|---|--------------|--------------------|
| National Consulting and Support ("NCS") Engineers | 5            | 10                 |
| Production Analyst                                | 4            | 8                  |
| Project Mgmt or Software Development Specialist   | 4            | 4                  |
| Local Systems Analyst or Systems Engineer         | 3            | 1                  |
| Solutions Support Center Agent                    | 3            | 1                  |
| Product Trainer                                   | 2            | 1*                 |

\*1 Subject to Course minimum requirements, if applicable

THIS SUBSCRIPTION SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SUBSCRIPTION SCHEDULE.

**Customer's Authorized Signature** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Subscription Support Services (SLS-910)**  
**Subscription Schedule ("Schedule"), Rider D of Agreement**

Page 1 of 4

Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

**Customer:** CAPE CORAL CHARTER SCHOOL  
**Agreement #:** MA36980

**Salesperson:** Glenn Christopher Nagle

**Transaction #:** S21005967

**Order date:** 05/08/23

|  |   |
|--|---|
| <b>Customer ("You")</b>                                | Customer Account: 2180040               |
| <b>Company:</b> CAPE CORAL CHARTER SCHOOL AUTHORITY    |   |
| <b>Address:</b> 2817 SW 3RD LN, ,                      |   |
| <b>City:</b> CAPE CORAL                                | <b>State:</b> FL <b>Zip:</b> 33991-1151 |
| <b>Contact:</b> Jacquelin, Collins                     | <b>Phone:</b> 239-945-1999              |
| <b>Email:</b> jacquelin.collins@capecharterschools.org |   |

**Alternate Contact:**  
**Alternate Email:**  
**Alternate Phone:**

**Subscription Support Services**

**Schedule Term:** ☐ 63 Months or ☒ Lease term ☐ Customer P.O. Reference on invoice: \_\_\_\_\_  
**Payment terms:** ☐ Net 30 ☒ Bill with my CFS Lease Payment ☐ Credit Card (Requires secure credit card authorization form.)

| Ordered Qty | Item Code | Description                                | Price            | Extended Price    |
|-------------|-----------|--|------------------|-------------------|
| 2           | 2807V116  | SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK | Included         | Included          |
|             |           |  | <b>Total</b>     | Included in Lease |
|             |           |  | <b>Sales Tax</b> | TBD at invoicing  |
|             |           |  | <b>Total Due</b> | Included in Lease |

| Resource Level                                    | Units / hour | Min Hrs/Engagement |
|---|--------------|--------------------|
| National Consulting and Support ("NCS") Engineers | 5            | 10                 |
| Production Analyst                                | 4            | 8                  |
| Project Mgmt or Software Development Specialist   | 4            | 4                  |
| Local Systems Analyst or Systems Engineer         | 3            | 1                  |
| Solutions Support Center Agent                    | 3            | 1                  |
| Product Trainer                                   | 2            | 1*                 |

\*1 Subject to Course minimum requirements, if applicable

THIS SUBSCRIPTION SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SUBSCRIPTION SCHEDULE.

Customer's Authorized Signature \_\_\_\_\_

Printed Name:

Title:

Date:



CANON SOLUTIONS AMERICA

Canon Solutions Americas, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800) 613-2228

## MASTER SALES AND SERVICES AGREEMENT ADDENDUM

|   |  |  |                     |
|---|--|--|---------------------|
| Related Master Sales and Services Agreement Number:<br><b>MA36980</b> |  | Related CFS Number:<br><b>CCAN# 788145</b> |                     |
| Customer:<br><b>Cape Coral Charter School Authority</b>               |  |  |                     |
| Street Address:<br><b>3507 Oasis Blvd.</b>                            |  | City:<br><b>Cape Coral</b>                 | State:<br><b>FL</b> |
|   |  | Zip:<br><b>33914-4914</b>                  |                     |

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer ("you") have determined that it is in their mutual benefit to enter into this Master Sales and Services Agreement Addendum ("Addendum") to the above-described Master Sales and Services Agreement (the "Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:
  - a. **GENERAL TERMS [Version 2.0, 5-16-22]**
    - i. **Add new Section 21. INDEMNIFICATION as follows:** "21. INDEMNIFICATION. CSA shall indemnify, defend and hold Customer harmless for any loss, expense and liability incurred by Customer from third party claims, for bodily injury (including death) or tangible property damage (collectively, "Claims"), to the extent resulting from CSA's willful misconduct or negligent performance of services pursuant to this Agreement; provided Customer shall give CSA prompt written notice of the Claim, allow CSA sole control over the defense and settlement thereof and provide CSA with such assistance, at CSA's expense, as CSA shall reasonably request."
  - b. **RIDER G [Version 2.0, 5-16-22]**
    - i. **Section 19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** Section 19 is amended by (i) deleting the first sentence in its entirety; (ii) deleting each instance of the words "NEW JERSEY" and replacing with the word "FLORIDA"; and (iii) deleting the words "CAMDEN OR BURLINGTON" and replacing with the word "LEE" in the third sentence.
2. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.
3. CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized officials as of the date set forth below, intending to be legally bound hereby.

**Canon Solutions America, Inc.**

**Cape Coral Charter School Authority**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





CANON SOLUTIONS AMERICA

## ADDENDUM TO ORDER SCHEDULE

## Project Work Order

NCS Ticket#: \_\_\_\_\_

Impact #: \_\_\_\_\_

Branch: FL - Tampa

| Customer Information          |  |     |       | Project Contact Information |                         |
|-------------------------------|--|-----|-------|-----------------------------|-------------------------|
| Company ("you" or "Customer") | Cape Coral Charter Schools               |     |       | Sales Contact               | Glenn Christopher Nagle |
| Address 1                     | 3507 OASIS BLVD                          |     |       | Phone #                     | 813.222.2125            |
| Address 2                     |  |     |       | Email Address               | glnagle@csa.canon.com   |
| City                          | Cape Coral                               |     |       | Project Manager             | TBD                     |
| State                         | FL                                       | Zip | 33914 | Phone #                     | TBD                     |
| Primary Contact               | Jacquelin Colins                         |     |       | Email Address               | TBD                     |
| Phone #                       | (239) 945-1999                           |     |       | Implementation Engineer     | TBD                     |
| Email Address                 | Jacquelin.Collins@capecharterschools.org |     |       | Phone #                     | TBD                     |
|                               |  |     |       | Email Address               | TBD                     |

| Associated Document(s)                                   | #/ID  | DATE  | Project Billing Method  | Technical Review   |
|--|-------|-------|-------------------------|--|
| Master Agreement #                                       | _____ | _____ | Implementation Services | PS Manager / Zone Manager <input checked="" type="checkbox"/> Brian Buchanan             |
| Order Schedule Transaction #                             | _____ | _____ | Subscription Services   | Solution Analyst / NCS Analyst <input checked="" type="checkbox"/> Christopher Rodriguez |
| <input type="checkbox"/> Additional Terms and Conditions | _____ | _____ |                         | Implementation Engineer <input checked="" type="checkbox"/> Dragan Horvat                |

| Work Package             | Project Deliverable(s) / Work Description  | Work Effort (Days) |              |    |   |                          |  |                          |   |                          |   |          |
|--------------------------|--|--------------------|--------------|----|---|--------------------------|--|--------------------------|---|--------------------------|---|----------|
| 1                        | <p>Note: Any additional components or professional services outside the scope of this PWO will require a SOW</p> <p><input type="checkbox"/> Bundled Solution: uniFLOW Online discussion / configuration call will be needed prior to the preinstall call and implementation.<br/>SOM Date: 5/1/2023<br/>SOM Number: S21005967<br/>Tenant ID: TUS3CBE708B</p> <p>1. Configure uniFLOW Online Tenant url <a href="https://capecoralcharterscho.us.uniflowonline.com">https://capecoralcharterscho.us.uniflowonline.com</a> with (63) month(s) subscription for following devices:</p> <table border="1"><thead><tr><th>Qty</th><th>License Type</th></tr></thead><tbody><tr><td>10</td><td>iR ADV Gen3 Cloud Print &amp; Scan – License Type 1 * Please see notes below for additional information</td></tr><tr><td><input type="checkbox"/></td><td>imageCLASS/Multi-Vendor/Release Station Cloud Print &amp; Scan – License Type 2 ** Please see notes below for additional information</td></tr><tr><td><input type="checkbox"/></td><td>Cloud Image Processing – License Type 1 *** Please see notes below for additional information</td></tr><tr><td><input type="checkbox"/></td><td>Cloud Image Processing – License Type 2</td></tr></tbody></table> <p>2. Configure user creation via:</p> <p><input type="checkbox"/> Email Login<br/><input checked="" type="checkbox"/> Upload via CSV (client to provide completed csv for upload to Uniflow Online)<br/><input type="checkbox"/> External Login (ADFS/Office 365, Social Media, Open ID. ADFS requires configuration on client's side)<br/><input type="checkbox"/> Manual User Creation (Train the client on how to create user's in Uniflow Online)</p> <p>3. Configure Login on the device via:</p> <p><input checked="" type="checkbox"/> HID Card<br/><input checked="" type="checkbox"/> Pin Code<br/><input type="checkbox"/> Department ID Synchronization (Requires configuration of Departments in Uniflow Online)<br/><input type="checkbox"/> Mobile Badge BLE 2.0</p> | Qty                | License Type | 10 | iR ADV Gen3 Cloud Print & Scan – License Type 1 * Please see notes below for additional information | <input type="checkbox"/> | imageCLASS/Multi-Vendor/Release Station Cloud Print & Scan – License Type 2 ** Please see notes below for additional information | <input type="checkbox"/> | Cloud Image Processing – License Type 1 *** Please see notes below for additional information | <input type="checkbox"/> | Cloud Image Processing – License Type 2 | 3 Day(s) |
| Qty                      | License Type   |                    |              |    |   |                          |  |                          |   |                          |   |          |
| 10                       | iR ADV Gen3 Cloud Print & Scan – License Type 1 * Please see notes below for additional information  |                    |              |    |   |                          |  |                          |   |                          |   |          |
| <input type="checkbox"/> | imageCLASS/Multi-Vendor/Release Station Cloud Print & Scan – License Type 2 ** Please see notes below for additional information   |                    |              |    |   |                          |  |                          |   |                          |   |          |
| <input type="checkbox"/> | Cloud Image Processing – License Type 1 *** Please see notes below for additional information  |                    |              |    |   |                          |  |                          |   |                          |   |          |
| <input type="checkbox"/> | Cloud Image Processing – License Type 2  |                    |              |    |   |                          |  |                          |   |                          |   |          |

Canon Solutions America Help Desk: 1-800-355-1385 Total Work Effort (Days) 3 Day(s)

Post implementation support is provided Monday through Friday – 8:30 AM to 8:00 PM Eastern

An active maintenance and support agreement is required to receive Help Desk Support

## Project Authorization

Customer by its authorized signatory agrees to the Project Deliverable(s) set forth in this Canon Solutions America, Inc. ("CSA") Project Work Order ("PWO"), and to all terms and conditions herein, and in the Associated Documents.

Company Name

Signature

Print Name

Date

Print Title



4. Configure Secure Print via

- ☐ Direct Secure Print / Forced Hold (all jobs are secure print jobs, direct printing not available. 3<sup>rd</sup> Gen IR ADV's only)
- ☒ Smart Client with job sent to Cloud
- ☐ Smart Client with job held on local PC
- ☐ Smart Client with job held on iR ADV Hard Drives
- ☐ Mobile Release with QR Code – Note: requires a smart client running on the network
- ☐ Universal Output Queue
- ☐ Universal Print by Microsoft (requires configuration by customer in their Azure Portal)
- ☐ None

5. Configure Scan Workflows

- ☒ Scan to Myself
- ☐ Scan to Microsoft Teams
- ☐ Scan to Box
- ☐ Scan to Dropbox
- ☐ Scan to Evernote
- ☐ Scan to Google Drive
- ☐ Scan to OneDrive for Business
- ☐ Scan to SharePoint Online
- ☐ Scan to Exchange Online
- ☐ Scan to Local Folders
- ☐ Filling Assist (project scope required)
- ☐ None

External Login Configuration Requirements:

To configure Uniflow Online with External Login ADFS, Office365, Exchange Online, Azure Active Directory client is required to configure the uniFLOW Applet within their respective portals.

**Notes:**

\* iR ADV Gen3 Cloud Print & Scan – License Type 1 includes:

- ✓ My Print Anywhere
- ✓ Mobile Printing
- ✓ Print from cloud
- ✓ Basic scanning without any processing or meta-data
- ✓ Scan to Myself, Google Drive™, Dropbox, Evernote®, Box, Microsoft OneDrive®/ OneDrive® for Business, SharePoint® Online, Therefore™ Online

\*\* Some imageCLASS Type 2 devices do not support basic scanning and/or image processing.

\*\*\* Cloud Image Processing – License Type 1 includes:

- ✓ All scan destinations available with 'Cloud Print & Scan'
- ✓ Additional scan destinations
- ✓ SAP Concur®
- ✓ Scan processing
- ✓ Despeckle/deskew, dark border removal, orientation detection, receipt-scanning, blank page removal, barcode recognition, Searchable PDF (OCR), document splitting, document conversion

Scan to OneDrive/SharePoint Requirements

To connect Uniflow Online with OneDrive/SharePoint, client must provide admin access to the respective Microsoft portal/Admin Center to complete the configuration of trusts.

uniFLOW SmartClient Requirements:

SmartClient is available for Mac and PC, and will be distributed by the customer or installed by the users, not to be distributed by CSA

The min. hardware requirements are the same as the min. hardware requirements specified for the Windows operating system where the uniFLOW SmartClient is to be installed.

In case eULM (embedded Universal Login Manager) is used, a local DNS (Domain Name System) with correct configuration is mandatory. All uniFLOW SmartClients must be accessible via their FQDN. (Fully Qualified Domain Name)

Please disable the Antivirus scanner on following folders: General Path: %ProgramFiles(x86)%\uniFLOW SmartClient, %ProgramData%\NT-ware\SmartClient, %APPDATA%\NT-Ware\SmartClient

Administrative rights are required for the installation of the uniFLOW SmartClient on the PC.

All privileged accounts in uFO require MFA app to login to uFO. All accounts converted to privileged accounts from Azure/O365 that have MFA enabled on the customer side will retain their MFA requirements on the uFO side.

## ADDITIONAL TERMS AND CONDITIONS TO PROJECT WORK ORDER

### 1. Scope; Terms and Conditions

The following terms and conditions are applicable to the PWO between you ("You" or "Client") and Canon Solutions America, Inc. ("CSA"), and supplement and control the terms and conditions of the applicable CSA Master Sales and Services Agreement ("Master Agreement") for the specific Order Schedule ("Order Schedule") both as referenced in this PWO (both collectively the "Agreement"). For purposes hereof, the PWO shall be deemed a "Listed Item" under the Agreement notwithstanding anything contained in the Agreement to the contrary. Equipment, hardware, software or consumables acquired from CSA in conjunction with the PWO may be governed by various agreements, but not by this PWO; as such, Your payment and other obligations under such other agreements are not dependent in any way upon CSA's performance of this PWO.

### 2. Standard Implementation Assumptions

In order to successfully implement Project Deliverables listed in this PWO (the "Implementation"), CSA has relied upon, and You hereby acknowledge these key assumptions:

- a. Although CSA's Implementation personnel may consist of CSA's authorized employees, retained third party vendors, or both, in any event CSA shall retain sole responsibility to Client.
- b. You will allow Implementation personnel accompanied or badged access to the Implementation-relevant areas. Except as otherwise set forth in this PWO CSA will perform the Implementation during CSA's normal business hours (8:30 AM to 5:00 PM (local time), Monday through Friday, excluding CSA holidays).
- c. CSA's Implementation personnel will have administrative access to all servers and domains necessary for the Implementation either directly or by proxy.
- d. With regard to any "shrink-wrap" or "click-wrap" or "click-through" acceptance required of an end user license agreement ("EULA"), software as a service or other subscription agreements ("SA") and/or software maintenance agreement ("SMA") for software associated with the PWO, You hereby authorize CSA to accept same on Your behalf (e.g., by clicking the "I ACCEPT" button of the EULA, SA or SMA), and You agree to comply with the terms of same. EULAs, SAs, and SMAs are available at <http://ess.csa.canon.com/SMA-EULA.html>, and shall solely govern as to the matters contained therein.
- e. CSA will not be liable for any loss of data during or as a result of the Implementation. You shall back-up all data that could be affected by the Implementation.
- f. All software supplied by You for use in the Implementation is properly licensed to You.
- g. Any changes to this PWO, including as to Implementation outside of CSA's normal business hours, must be made in writing in accordance with Section 4 hereof.
- h. There is no commitment for ongoing support expressed or implied by the PWO. Any additional requests for services after this Implementation's completion may be subject to additional charges on a time and materials basis or may be the subject of a separate support agreement.
- i. Any work product not specifically listed in this PWO is considered out of scope. Services that are out of scope will be addressed through CSA's Implementation change order ("Change Order") procedure. (See Section 4)
- j. It is Client's responsibility ensure that its resources are capable and available to assist CSA during the course of the Implementation to ensure timely completion of the Project Deliverables. This includes but is not limited to Client personnel, resources for designing, building, testing, and implementing, and staff for the training of personnel.
- k. Client will assign a dedicated point of contact to act in the role of Implementation manager. He or she will work in tandem with CSA to facilitate communication and proper execution throughout the lifecycle of the Implementation.
- l. If a change in resources is required during the course of the Implementation, CSA will work with the Client's assigned Implementation manager to facilitate the transition. CSA will ensure that resources with the appropriate technical skill set will be properly aligned with the requirements of the engagement.
- m. CSA will provide Internal Implementation personnel as CSA deems appropriate for the Implementation.
- n. In cases where the required system information is not available or able to be determined by Client resources, CSA will issue a Change Order to extend the requirements gathering activities to collect the required information.
- o. Client will respond to all requests for information in writing within two (2) business days.
- p. If Client has its own process for managing change or otherwise is aware of internal factors that might delay the completion of this Implementation, Client will inform CSA prior to the initiation of this Implementation.

Changes in these assumptions may result in a scope change, which may cause You to incur additional professional services fees or delays in the Implementation.

### 3. Standard Dependencies and External Requirements

Project Deliverables may be predicated on certain additional information, external deliverables or agreements ("Additional Requirements"). In order to successfully fulfill the requirements of the PWO, additional Requirements (other than the Agreement) which have been approved by CSA are incorporated into and made part of this PWO. Where conflicts or inconsistency might exist between terms of the Agreement, the Additional Requirements and this PWO, the terms of this PWO shall take precedence with respect to the Implementation and Project Deliverables.

### 4. Implementation of Change Order Procedure

Once a change condition is identified, there are three (3) steps involved with implementation of a change order:

- a. Your submittal of a Change Order ("Change Order") in a form requested from CSA.
- b. CSA's written approval or rejection of the Change Order.
- c. Modification and/or adjustment of the Implementation or Project Deliverables if required by an approved Change Order.

The Change Order form is executed by You with CSA's assistance. CSA evaluates Change Orders individually for their overall impact on the Implementation's constraints. CSA will work with Your Implementation manager to communicate these changes and acquire the required approvals for any costs related to Change Orders. You acknowledge that a Change Order is required for work performed outside of CSA's normal business hours, under the following conditions: (i) minimum engagement of four (4) hours; (ii) work typically billed in a minimum of one (1) hour increments; and (iii) hourly services billed at multiples of one and one-half (1.5x) for Monday-Friday after-hours and double (2x) for Saturdays, Sundays and Holidays.

### 5. Completion Criteria

CSA will have fulfilled its obligations under the PWO when one (1) of the following first occurs:

- a. CSA completes the Implementation, or,
- b. You terminate the PWO for reasons beyond the control of CSA.

### 6. Implementation Fees

CSA will invoice You per the terms and conditions of the Agreement. The parties acknowledge the Implementation fee was established on the scope of effort presented to CSA during initial discovery discussions. In the event additional, material requirements are uncovered during the detailed discovery or Implementation execution, CSA will require a Change Order in accordance with Section 4 hereof.

### 7. Period of Performance

The approximate time to complete the Implementation is an estimate and is subject to revision. Should CSA encounter challenges to the scope or outside factors that have a material impact on the Implementation, CSA will present a Change Order per Section 4 hereof for the services and software needed to complete the job.

### 8. Implementation Scheduling & Change Policy

CSA will endeavor to work diligently with You to accommodate reasonable schedule requirements. On-site work must be scheduled with a three (3) week minimum advance notice.

CSA recognizes circumstances may arise necessitating the rescheduling of the PWO implementation. Schedule changes requested more than fifteen (15) business days prior to the scheduled implementation date will be accommodated with no charge to You. As CSA must reserve engineering resources in anticipation of the requested implementation date, scheduling changes requested within fifteen (15) business days of the scheduled implementation date are subject to a fee of up to, and including, the full cost of the associated professional service fees and travel costs.

### 9. Additional Limited Warranty and Limitation of Liability

CSA makes no warranty for proper functioning of equipment not supplied by CSA including, but not limited to: PCs, servers and networks.

CSA makes no warranty for the proper functioning of your proprietary network, server or workstation software. Proprietary is defined for this purpose as software packages that are not sold by CSA.

CSA warrants its workmanship for the Installation services for a period of thirty (30) days from the date such services are rendered. This warranty applies only to the original installation by CSA and does not include alterations or modifications initiated by You or failure of equipment or software not provided by CSA.

THE SERVICES PERFORMED UNDER THIS AGREEMENT ARE ADVISORY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED. CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF EQUIPMENT OR SOFTWARE. YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTY SHALL BE TO REJECT THE PROJECT DELIVERABLE OR SERVICES AND CANCEL THIS PWO AT THE TIME INSTALLATION IS COMPLETED. CSA SHALL NOT BE LIABLE (I) FOR BODILY INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) FOR LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, OR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS PWO OR THE AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM MAY BE BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 10. Disclaimer

This document is the property of and is proprietary to CSA. It is not to be disclosed in whole or in part without prior written consent of CSA, and shall not be duplicated or used in whole or in part, for any purpose other than to evaluate CSA's proposal, and shall be returned upon request.

|                      |                      |
|----------------------|----------------------|
| <b>Item Number:</b>  | <b>15.D.</b>         |
| <b>Meeting Date:</b> | <b>5/9/2023</b>      |
| <b>Item Type:</b>    | <b>NEW BUSINESS:</b> |

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of Modifications to the General Job Description of the Cape Coral Charter School Authority Bookkeeper - Amy Brown, Human Resources Manager, City of Cape Coral

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

| <b>Description</b>                | <b>Type</b>     |
|-----------------------------------|-----------------|
| ▯ CSA BOOKKEEPER REVISED MAY 2023 | Backup Material |





# Charter School Bookkeeper

Class Code:  
CS179702

Bargaining Unit: NON-BARGAINING EMPLOYEE

CITY OF CAPE CORAL  
Established Date: Aug 9, 2016  
Revision Date: Feb 13, 2018 May 2, 2023

## SALARY RANGE

\$17.69 - \$27.66 Hourly  
\$36,795.00 - \$57,532.80 Annually

## GENERAL STATEMENT OF JOB:

Under the general direction of the Principal, performs a broad range of bookkeeping, financial, budgeting and accounting functions ranging in difficulty from routine to complex and requires a high degree of accuracy. Maintains expenditure/revenue accounts, processes purchasing & travel card expenditures, generates reports, produces correspondence, maintains procurement/finance-related files and records, and provides assistance to the supervisor and staff. Works collaboratively with Charter School Authority & City of Cape Coral accounting staff and other departments as necessary to ensure that accounting transactions are properly accounted for in accordance with governmental accounting practices and policies.

~~Works independently under general supervision of the Superintendent of the City of Cape Coral Charter School provides maintenance of accounts payable, capital assets, and other accounting operations and transactions for the four (4) City Charter Schools. Responsible for reviewing, analyzing, correction and monitoring all items pertaining to cash, in compliance with established cash management policies. Work in this class is performed with a subprofessional working knowledge of governmental accounting practices and policies in interpreting procedures, recording transactions, and preparing financial records. Work is subject to automatic and periodic verification through systems of internal controls, preaudits and post-audits, and supervisory review for conformity with established policies and procedures.~~

## SPECIFIC DUTIES AND RESPONSIBILITIES:

*The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by incumbents of this job. Incumbents may be requested to perform job-related tasks other than those specifically presented in this description.*

- Assists Principal in preparing school operating and asset management budgets. Develops and produces budget preparation spreadsheets, analyzes, and monitors line-item expenses, and makes budget recommendations.
- Maintains electronic accounting records for the school, i.e., purchase orders, expenditures, revenues, and inventory. Compiles data and generates weekly, monthly, and ad hoc reports.
- Responsible for reviewing, analyzing, correcting and monitoring all items pertaining to cash, in compliance with established cash management policies.
- Determines availability of internal funds. Prepares and processes requisitions, purchase orders, check requests, Purchasing Card transactions, budget transfers and travel-related documentation.
- Establishes and maintains division and department filing system. Files and retrieves various records, files, forms, reports and/or related documents as directed.
- Acts as a liaison between supervisor, Charter School accounting staff, City finance department, outside agencies, and staff to gather and relay information as needed.
- Communicates with vendors to resolve financial transaction issues, including but not limited to, invoices, purchase orders and check requests.
- Obtains quotes and specifications from various vendors for purchases. Collaborates on contracts, assists in preparation of sole source packages and market research.
- Operates computers and various electronic devices to access programs and applications.
- Receives, reviews, and distributes invoices, and bills for payment.
- Provides department assistance via telephone, in person, and written or electronic communication, i.e., completing forms/applications, explaining school policy and procedure, researching information, and directing to appropriate entities for assistance.

- Performs related work as required (NOTE: The omission of specific statements of duties does not exclude them from the position if the work is similar or a logical assignment to the position).
- ~~• Applies School and City policies and procedures in all financial transactions. Communicates these policies and procedures to all school employees.~~
- ~~• Ensure proper procedures, processes, training and forms to be used by school personnel for cash handling, bank deposits, and internal controls.~~
- ~~• Monitor school internal funds database in general ledger system as well as on all secure user forms.~~
- ~~• Creates and maintains capital asset control sheets and depreciation schedules. Records depreciation entries in the general ledger monthly for all active capital assets.~~
- ~~• Performs daily accounting tasks related to work performed, i.e., calculating, billing, and cash handling associated with payments; balancing daily revenues~~
- Title II - A Travel and Training: Makes all travel arrangements for school business travel and training in compliance with Title II - A procedures. Prepares forms for reimbursement of out-of-pocket expense to employees and processes through the accounts payable system. Maintains Title II - A expense tracking worksheets to insure budget is fully utilized but not overspent. Distributes to the Principals on a regular basis. Prepares documentation for reimbursement of Title II - A expenditures with the Lee County School District and monitors funding distribution.
- ~~• Manages collection activities for all dishonored checks. Refers unresolved dishonored checks to a collection agent.~~
- ~~• Implements procedures for Charter School internal fund accounts and prepares daily fund balance reports for users to determine available funding.~~
- ~~• Handles banking transactions. Records all daily bank transactions in the general ledger system through journal entries. (Estimate 150 transactions per month).~~

#### **ADDITIONAL JOB FUNCTIONS:**

- Assists office staff to ensure smooth operation of daily functions.
- Performs related work as required. (NOTE: The omission of specific statements of duties do not exclude them from the position if the work is similar, related, or a logical assignment to the position).
- ~~• Assists in implementation of system changes and enhancements to insure compliance with reporting requirements and policies. (i.e. JDE integration of internal funds).~~
- ~~• Keeps up with industry trends and makes recommendation~~
- ~~• Assists office staff to ensure smooth operation of daily functions.~~

#### **MINIMUM QUALIFICATIONS:**

High school diploma or GED required; Associate degree preferred; a minimum four (4) years' experience in accounting, bookkeeping or related field. Ability to read, write and follow instructions in the English language. Experience with industry-standard computer applications. Governmental experience preferred.

#### **ADDITIONAL MINIMUM QUALIFICATIONS REQUIRED: KNOWLEDGE, SKILLS, AND ABILITIES:**

- Financial management and accepted accounting principles and procedures.
- Report and record maintenance principles and techniques.
- Filing principles and methods.
- Business English and the application of such to a variety of formats, styles, and editing principles and techniques.
- Procurement methods and procedures.
- Modern office equipment and various computer programs and applications.
- Proficiency in Microsoft Office Suite (Microsoft Word, Excel, PowerPoint).
- Skilled in numerical data entry tasks.
- Must be able to process numbers and figures with a high degree of accuracy.
- Skilled in organization, prioritization, and time management.
- Ability to relate to people beyond giving and receiving instructions, to include applying consistent courtesy and tact in public contact and/or confrontational situations.
- Ability to perform under frequent deadlines and/or in response to emergencies.
- Must be able to convey a sense of authority and influence.
- Ability to apply sound judgement and interpretation based on acquired knowledge in circumstances where limited standardization exists.
- Ability to establish and maintain effective working relationships and communications with supervisor, support staff and other departments position interacts with.
- Ability to compare and/or judge the readily observable, functional, or composite characteristics of numbers, totals, and invoices.
- Ability to read, understand and apply a variety of materials relevant to government, legal and charter school administration budget/financial operations.
- Must be able to draw valid conclusions in task processing and prioritization.

- Proficient in addition, subtraction, multiplication and division, calculation of decimals. Percentages and computation of profit, loss, ratio, and proportion.
- Must be able to communicate efficiently and effectively in Standard English.
- Research data and information to detect and resolve accounts payable operations and accounts payable accounting discrepancies and inaccuracies.

~~Has considerable knowledge of governmental accounting principles and procedures.~~

~~Has considerable knowledge of report and record maintenance principles and techniques.~~

~~Has considerable knowledge of filing principles and methods.~~

~~Has general knowledge of modern office practices and procedures and office equipment, i.e. computers, facsimile machines and copiers.~~

~~Is skilled in oral communications and interpersonal relations for effective expression and clarity.~~

~~Is skilled in processing numbers and figures with a high degree of accuracy.~~

~~Is able to work with diverse groups.~~

~~Is able to establish and maintain effective working relationships with supervisor, support staff and other departments position interacts with.~~

~~Is able to organize and review work for efficient results and accuracy.~~

~~Is able to handle diverse tasks while maintaining an attention to detail for the purpose of ensuring accuracy in task performance.~~

#### **MINIMUM STANDARDS REQUIRED:**

**Physical Requirements:** Tasks are essentially sedentary, some unassisted lifting, carrying, pushing and/or pulling of light weight objects up to 20 pounds. Tasks may require prolonged periods of visual concentration.

**Data Conception:** Requires the ability to compare and/or judge the readily observable, functional, structural or composite characteristics (whether similar or divergent from obvious standards) of documentation, accounting, and applications.

**Interpersonal Communication:** Requires the ability of speaking and/or signaling people to convey or exchange information. Includes giving and receiving instructions, assignments, or directions.

**Language Ability:** Requires the ability to read a variety of materials relevant to municipal policy, procedure, and ordinance. Requires the ability to communicate with numerous individuals from a broad array of backgrounds.

**Intelligence:** Requires the ability to apply principles of rational systems; to solve practical problems and deal with a variety of concrete variables in situations where standardization exists.

**Verbal Aptitude:** Requires the ability to record and deliver information, to explain procedures, to issue and follow oral and written instructions. Must be able to communicate effectively and efficiently in Standard English.

**Numerical Aptitude:** Requires the ability to add, subtract, multiply, and divide; calculate decimals and percentages.

**Form/Spatial Aptitude:** Requires the ability to inspect items for proper length, width and shape.

**Motor Coordination:** Requires the ability coordinate hands and eyes in utilizing modern office equipment.

**Manual Dexterity:** Must have minimal levels of eye/hand/foot coordination.

**Color Discrimination:** Requires the ability to differentiate between colors and shades of color.

**Interpersonal Temperament:** Requires the ability to deal with people beyond giving and receiving instructions. Includes considerable public contact, and potential confrontational situations.

**Physical Communication:** Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear.)

**Environmental Requirements:** Tasks are generally performed without exposure to adverse environmental conditions.





CITY OF CAPE CORAL  
Established Date: Aug 9, 2016  
Revision Date: Feb 13, 2018

# Charter School Bookkeeper

Class Code:  
CS179702

Bargaining Unit: NON-BARGAINING  
EMPLOYEE

## SALARY RANGE

\$17.69 - \$27.66 Hourly  
\$36,795.20 - \$57,532.80 Annually

## GENERAL STATEMENT OF JOB:

Works independently under general supervision of the Superintendent of the City of Cape Coral Charter School provides maintenance of accounts payable, capital assets, and other accounting operations and transactions for the four (4) City Charter Schools. Responsible for reviewing, analyzing, correction and monitoring all items pertaining to cash, in compliance with established cash management policies. Work in this class is performed with a sub professional working knowledge of governmental accounting practices and policies in interpreting procedures, recording transactions, and preparing financial records. Work is subject to automatic and periodic verification through systems of internal controls, pre-audits and post-audits, and to supervisory review for conformity with established policies and procedures.

**Individuals assigned to this position must report to work per their assigned schedule.**

## SPECIFIC DUTIES AND RESPONSIBILITIES:

- Applies School and City policies and procedures in all financial transactions.
  - Communicates these policies and procedures to all school employees.
- Ensure proper procedures, processes, training and forms to be used by school personnel for cash handling, bank deposits, and internal controls.
- Monitor school internal funds database in general ledger system as well as on all secure user forms.
- Creates and maintains capital asset control sheets and depreciation schedules. Records depreciation entries in the general ledger monthly for all active capital assets.
- Performs daily accounting tasks related to work performed, i.e., calculating, billing, and cash handling associated with payments; balancing daily revenues
- Title II-A Travel and Training:
  - Makes all travel arrangements for school business travel and training in compliance with Title II-A procedures.
  - Prepares forms for reimbursement of out of pocket expense to employees and processes through the accounts payable system.
  - Maintains Title II-A expense tracking worksheets to insure budget is fully utilized but not overspent. Distributes to the Principals on a regular basis.

- Prepares documentation for reimbursement of Title II-A expenditures with the Lee County School District and monitors funding distribution.
- Manages collection activities for all dishonored checks. Refers unresolved dishonored checks to a collection agent.
- Implements procedures for Charter School internal fund accounts and prepares daily fund balance reports for users to determine available funding.
- Handles banking transactions. Records all daily bank transactions in the general ledger system through journal entries. (Estimate 150 transactions per month).

#### **ADDITIONAL JOB FUNCTIONS**

- Assists in implementation of system changes and enhancements to insure compliance with reporting requirements and policies. (i.e. JDE integration of internal funds).
- Keeps up with industry trends and makes recommendation
- Assists office staff to ensure smooth operation of daily functions.
- Performs related work as required. (NOTE: The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

### **MINIMUM QUALIFICATIONS:**

High school diploma or GED required; Associate's degree preferred; a minimum four (4) years experience in accounting, bookkeeping or related field. Ability to read, write and follow instructions in the English language. Experience with industry-standard computer applications. Governmental experience preferred.

### **ADDITIONAL MINIMUM QUALIFICATIONS REQUIRED: KNOWLEDGE, SKILLS, AND ABILITIES:**

Has considerable knowledge of governmental accounting principles and procedures.

Has considerable knowledge of report and record maintenance principles and techniques.

Has considerable knowledge of filing principles and methods.

Has general knowledge of modern office practices and procedures and office equipment, i.e. computers, facsimile machines and copiers.

Is skilled in oral communications and interpersonal relations for effective expression and clarity.

Is skilled in processing numbers and figures with a high degree of accuracy.

Is able to work with diverse groups.

Is able to establish and maintain effective-working relationships with supervisor, support staff and other departments position interacts with.

Is able to organize and review work for efficient results and accuracy.



Is able to handle diverse tasks while maintaining an attention to detail for the purpose of ensuring accuracy in task performance.

## **MINIMUM STANDARDS REQUIRED:**

**Physical Requirements:** Tasks are essentially sedentary, some unassisted lifting, carrying, pushing and/or pulling of light weight objects up to 20 pounds. Tasks may require prolonged periods of visual concentration.

**Data Conception:** Requires the ability to compare and/or judge the readily observable, functional, structural or composite characteristics (whether similar or divergent from obvious standards) of documentation, accounting, and applications.

**Interpersonal Communication:** Requires the ability of speaking and/or signaling people to convey or exchange information. Includes giving and receiving instructions, assignments or directions.

**Language Ability:** Requires the ability to read a variety of materials relevant to municipal policy, procedure, and ordinance. Requires the ability to communicate with numerous individuals from a broad array of backgrounds.

**Intelligence:** Requires the ability to apply principles of rational systems; to solve practical problems and deal with a variety of concrete variables in situations where standardization exists.

**Verbal Aptitude:** Requires the ability to record and deliver information, to explain procedures, to issue and follow oral and written instructions. Must be able to communicate effectively and efficiently in Standard English.

**Numerical Aptitude:** Requires the ability to add, subtract, multiply, and divide; calculate decimals and percentages.

**Form/Spatial Aptitude:** Requires the ability to inspect items for proper length, width and shape.

**Motor Coordination:** Requires the ability to coordinate hands and eyes in utilizing modern office equipment.

**Manual Dexterity:** Must have minimal levels of eye/hand/foot coordination.

**Color Discrimination:** Requires the ability to differentiate between colors and shades of color.

**Interpersonal Temperament:** Requires the ability to deal with people beyond giving and receiving instructions. Includes considerable public contact, and potential confrontational situations.

**Physical Communication:** Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear.)

**Environmental Requirements:** Tasks are generally performed without exposure to adverse environmental conditions.

|                      |                      |
|----------------------|----------------------|
| <b>Item Number:</b>  | <b>15.E.</b>         |
| <b>Meeting Date:</b> | <b>5/9/2023</b>      |
| <b>Item Type:</b>    | <b>NEW BUSINESS:</b> |

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School Authority

**TITLE:**

Request for Approval of Modifications to the General Job Description of the Cape Coral Charter School Authority School Secretary - Amy Brown, Human Resources Manager, City of Cape Coral

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

| <b>Description</b>               | <b>Type</b>     |
|----------------------------------|-----------------|
| ▢ CSA SECRETARY REVISED MAY 2023 | Backup Material |



# Charter School Secretary

Class Code:  
CS00163

Bargaining Unit: NON-BARGAINING EMPLOYEE

CITY OF CAPE CORAL  
Established Date: 11/15/05  
Revision Date: May 2, 2023

## **SALARY RANGE**

\$15.00 - \$23.25 Hourly  
\$31,200 - \$48,360.00 Annually

## **GENERAL STATEMENT OF JOB:**

Under general supervision of the Principal, performs diversified office support and administrative functions requiring specialized school based knowledge. Incumbents possess considerable organizational skill and excellent clerical/keyboarding skills. Duties may range from extensive record and report maintenance tasks to heavy public/parental contact work with accounting responsibilities. Employees in this position have considerable contact with the public, which requires exercise of initiatives and independent judgment. Office support functions performed at this level are moderate to complex in nature, requiring incumbent to coordinate several specific tasks, and maintain a high degree of accuracy in processing information. The incumbent prioritizes tasks and usually performs such independently with periodic supervision or review. Position exercises considerable discretion due to the sensitive and confidential nature of information processed at this level. Performs related work as required.

## **SPECIFIC DUTIES AND RESPONSIBILITIES:**

*The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by incumbents of this job. Incumbents may be requested to perform job-related tasks other than those specifically presented in this description.*

- Maintains Student and Staff records.
- Establishes office procedures and coordinates duties of clerical office personnel.
- Serves as receptionist for the school, answers phones, maintains a log, and responds appropriately to requests, needs, and crises.
- Schedules appointments for conferences and interviews.
- Coordinates with outside agencies to assist teachers, students and parents.
- Prepares confidential documents for employee evaluations, disciplinary action, grievances, and other personnel issues.
- Sorts and files correspondence, reports, vouchers or other materials.
- Sets up and maintains a regular filing system as well as a set of locked confidential files and processes incoming correspondence as instructed.
- Maintains effective working relationship with other employees, students, parents and the public.
- Orders and maintains supplies as needed.
- Locates, removes, transfers, and distributes requested information; keeps records of material transferred/distributed/removed.
- Computes data from listings, reports, or other records: assembles data in appropriate form for use in completing required reports.
- Types letters, memoranda, statements, purchase orders, and other materials from copy or rough draft; operates other office machines as needed.
- Maintains a schedule of appointments and makes arrangements for conferences and interviews for the Principal/Superintendent.
- Welcomes visitors and arranges for their comfort; screens unexpected callers in accordance with pre-determined policy.
- Provides public assistance via telephone, in person, and/or by mail, e.g., completing forms/applications, explaining policy and procedure, researching information, directing to appropriate entities for assistance.
- Verifies accuracy and completeness of all data/information received, and researches and provides verification on information requests from School District personnel.

- Processes data/information received into a variety of formats specific to department of placement, e.g., crime reports, complaint cards, cash summaries, purchase orders, billing statements, forms, and applications. If assigned to an Elementary school, performs cash handling duties associated with payments.
- Operates word processors in transferring/transcribing/composing various documentation, i.e., school correspondence, memoranda, various school logs and records.
- Performs daily accounting tasks related to work performed, i.e., calculating, billing, and receiving various fees and payments; balancing daily revenues.
- Receives, processes and distributes school mail, and prepares forms, letters, and parcels for mailing.
- Receives and reviews invoices, reports, forms, and applications, and distributes copies to appropriate personnel.
- Maintains professional contact with other agencies as applicable.
- Prepares, organizes and maintains the school's activity and event lists and distributes as required.
- Completes all personnel and payroll processing of new/terminated or employees requiring changes.
- Obtains, gathers, and organizes pertinent data as needed, and puts it into usable form.
- Organizes school functions as assigned.
- Schedules appointments for conferences and interviews.
- Works with the principal in carrying out the day-to-day operations necessary for the smooth functioning of the school.
- Works with teachers and support personnel in carrying out the day-to-day office and administration operations necessary for the smooth functions of the school.
- Contributes to a positive, professional office atmosphere.
- Coordinates and assists with compliance of outside agencies to assist parents, students, and staff.
- Maintains radio communications with administrators and other security personnel.
- Orders school materials and supplies.
- Performs related work as directed.

#### **ADDITIONAL JOB FUNCTIONS:**

- Support the retention of Highly Effective/Effective employees by exhibiting professionalism and making positive contributions to workplace morale.
- Promote a culture of high performance and continuous improvement by valuing learning and making a commitment to quality.

#### **MINIMUM QUALIFICATIONS:**

High school diploma or GED required; with minimum four (4) years experience as an office secretary; or graduation from a recognized school of secretarial/office skills, and two (2) years successful experience as a secretary. Bilingual skills encouraged.

#### **ADDITIONAL MINIMUM QUALIFICATIONS REQUIRED: KNOWLEDGE, SKILLS, AND ABILITIES:**

- Ability to perform duties with consistent courtesy and tact in the best interest of the public.
- Excellent oral and written communication skills.
- General knowledge of report and record keeping principles and techniques.
- Knowledge of and experience with industry-standard computer applications.
- Demonstrated skill in both written and oral communications for effective expression and clarity.
- Ability to work with diverse groups of people.
- Ability to work effectively under the stress of deadlines, volume of workload, and multi-tasking requirements.
- Ability to establish and maintain effective working relationships with Principal, support staff and other personnel.
- General knowledge of office practices/procedures/office equipment, i.e., computers, facsimile machines, copiers and scanners.
- ~~General knowledge of business mathematics.~~
- Ability to organize and review work for efficient results and accuracy.
- Ability to issue and follow oral and written instructions.
- ~~Ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar or divergent from obvious standards) of documentation, accounting and applications.~~
- ~~Ability to read a variety of materials relevant to municipal policy, procedure and ordinance.~~

- ~~Ability to apply principles of rational systems; to solve practical problems and deal with a variety of concrete variables in situations where standardization exists.~~

**MINIMUM STANDARDS REQUIRED:**

**Physical Requirements:** Tasks are essentially sedentary, some unassisted lifting, carrying, pushing and/or pulling of light weight objects up to 20 pounds. Tasks may require prolonged periods of visual concentration.

**Data Conception:** Requires the ability to compare and/or judge the readily observable, functional, structural or composite characteristics (whether similar or divergent from obvious standards) of documentation, accounting, and applications.

**Interpersonal Communication:** Requires the ability of speaking and/or signaling people to convey or exchange information. Includes giving and receiving instructions, assignments, or directions.

**Language Ability:** Requires the ability to read a variety of materials relevant to municipal policy, procedure, and ordinance. Requires the ability to communicate with numerous individuals from a broad array of backgrounds.

**Intelligence:** Requires the ability to apply principles of rational systems; to solve practical problems and deal with a variety of concrete variables in situations where standardization exists.

**Verbal Aptitude:** Requires the ability to record and deliver information, to explain procedures, to issue and follow oral and written instructions. Must be able to communicate effectively and efficiently in Standard English.

**Numerical Aptitude:** Requires the ability to add, subtract, multiply, and divide; calculate decimals and percentages.

**Form/Spatial Aptitude:** Requires the ability to inspect items for proper length, width and shape.

**Motor Coordination:** Requires the ability coordinate hands and eyes in utilizing modern office equipment.

**Manual Dexterity:** Must have minimal levels of eye/hand/foot coordination.

**Color Discrimination:** Requires the ability to differentiate between colors and shades of color.

**Interpersonal Temperament:** Requires the ability to deal with people beyond giving and receiving instructions. Includes considerable public contact, and potential confrontational situations.

**Physical Communication:** Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear.)

**Environmental Requirements:** Tasks are generally performed without exposure to adverse environmental conditions.





CITY OF CAPE CORAL  
Revision Date: Apr 22, 2022

# Charter School Secretary

Class Code:  
00163

Bargaining Unit: NON-BARGAINING  
EMPLOYEE

## SALARY RANGE

\$15.00 - \$23.25 Hourly  
\$31,200.00 - \$48,360.00 Annually

## GENERAL STATEMENT OF JOB:

Under general supervision of the Principal, performs diversified office support and administrative functions requiring specialized school based knowledge. Incumbents possess considerable organizational skill and excellent clerical/keyboard skills. Duties may range from extensive record and report maintenance tasks to heavy public/parental contact work with accounting responsibilities. Employees in this position have considerable contact with the public, which requires exercise of initiatives and independent judgment. Office support functions performed at this level are moderate to complex in nature, requiring incumbent to coordinate several specific tasks, and maintain a high degree of accuracy in processing information. The incumbent prioritizes tasks and usually performs such independently with periodic supervision or review. Position exercises considerable discretion due to the sensitive and confidential nature of information processed at this level. Performs related work as required.

## SPECIFIC DUTIES AND RESPONSIBILITIES:

- Maintains Student and Staff records.
- Establishes office procedures and coordinates duties of clerical office personnel.
- Serves as receptionist for the school, answers phones, maintains a log, and responds appropriately to requests, needs, and crises.
- Schedules appointments for conferences and interviews.
- Coordinates with outside agencies to assist teachers, students and parents.
- Prepares confidential documents for employee evaluations, disciplinary action, grievances, and other personnel issues.
- Sorts and files correspondence, reports, vouchers or other materials.
- Sets up and maintains a regular filing system as well as a set of locked confidential files and processes incoming correspondence as instructed.
- Maintains effective working relationship with other employees, students, parents and the public.
- Orders and maintains supplies as needed.
- Locates, removes, transfers, and distributes requested information; keeps records of material transferred/distributed/removed.
- Computes data from listings, reports, or other records: assembles data in appropriate form for use in completing required reports.

- Types letters, memoranda, statements, purchase orders, and other materials from copy or rough draft; operates other office machines as needed.
- Maintains a schedule of appointments and makes arrangements for conferences and interviews for the Principal/Superintendent.
- Welcomes visitors and arranges for their comfort; screens unexpected callers in accordance with pre-determined policy.
- Provides public assistance via telephone, in person, and/or by mail, e.g., completing forms/applications, explaining policy and procedure, researching information, directing to appropriate entities for assistance.
- Verifies accuracy and completeness of all data/information received, and researches and provides verification on information requests from School District personnel.
- Processes data/information received into a variety of formats specific to department of placement, e.g., crime reports, complaint cards, cash summaries, purchase orders, billing statements, forms, and applications. If assigned to an Elementary school, performs cash handling duties associated with payments.
- Operates word processors in transferring/transcribing/composing various documentation, i.e., school correspondence, memoranda, various school logs and records.
- Performs daily accounting tasks related to work performed, i.e., calculating, billing, and receiving various fees and payments; balancing daily revenues.
- Receives, processes and distributes school mail, and prepares forms, letters, and parcels for mailing.
- Receives and reviews invoices, reports, forms, and applications, and distributes copies to appropriate personnel.
- Maintains professional contact with other agencies as applicable.
- Prepares, organizes and maintains the school's activity and event lists and distributes as required.
- Completes all personnel and payroll processing of new/terminated or employees requiring changes.
- Obtains, gathers, and organizes pertinent data as needed, and puts it into usable form.
- Organizes school functions as assigned.
- Schedules appointments for conferences and interviews.
- Works with the principal in carrying out the day-to-day operations necessary for the smooth functioning of the school.
- Works with teachers and support personnel in carrying out the day-to-day office and administration operations necessary for the smooth functions of the school.
- Contributes to a positive, professional office atmosphere.
- Coordinates and assists with compliance of outside agencies to assist parents, students, and staff.
- Maintains radio communications with administrators and other security personnel.
- Orders school materials and supplies.
- Performs related work as directed.

## **MINIMUM QUALIFICATIONS:**

High school diploma or GED required; with minimum four (4) years experience as an office secretary; or graduation from a recognized school of secretarial/office skills, and two (2) years successful experience as a secretary.

## **ADDITIONAL MINIMUM QUALIFICATIONS REQUIRED: KNOWLEDGE, SKILLS, AND ABILITIES:**

TIs able to perform duties with consistent courtesy and tact in the best interest of the public.

- Excellent oral and written communication skills.
- General knowledge of report and record keeping principles and techniques.
- Knowledge of and experience with industry-standard computer applications.
- Demonstrated skill in both written and oral communications for effective expression and clarity.
- Ability to work with diverse groups of people.
- Ability to work effectively under the stress of deadlines, volume of workload, and multi-tasking requirements.
- Ability to establish and maintain effective working relationships with Principal, support staff and other personnel.
- General knowledge of office practices/procedures/office equipment, i.e., computers, facsimile machines, copiers and scanners.
- General knowledge of business mathematics.
- Ability to organize and review work for efficient results and accuracy.
- Ability to issue and follow oral and written instructions.
- Ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar or divergent from obvious standards) of documentation, accounting and applications.
- Ability to read a variety of materials relevant to municipal policy, procedure and ordinance.
- Ability to apply principles of rational systems; to solve practical problems and deal with a variety of concrete variables in situations where standardization exists.

**REPORTS TO:** Principal or designee

**OTHER JOB FUNCTIONS:**

- Support the retention of Highly Effective/Effective employees by exhibiting professionalism and making positive contributions to workplace morale.
- Promote a culture of high performance and continuous improvement by valuing learning and making a commitment to quality.
- Bilingual skills encouraged.

**EXERTION TYPE:**

Light work. Position requires exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

**OTHER PHYSICAL REQUIREMENTS:**

- Tasks may involve extended periods of visual concentration.

**MINIMUM STANDARDS REQUIRED:**



| The physical requirements of this position. (Please check all boxes that apply) |  |                 |
|---|--|-----------------|
| Physical Requirement  | Description  | Percent of Time |
| Balancing   | Maintaining body equilibrium to prevent falling and walking, standing or crouching on narrow, slippery, or erratically moving surfaces. This factor is important if the amount of balancing exceeds that needed for ordinary locomotion and maintenance of body equilibrium. | 10%             |
| Climbing  | Ascending or descending ladders, stairs, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms. Body agility is emphasized. This factor is important if the amount and kind of climbing required exceeds that required for ordinary locomotion.  | 10%             |
| Crawling  | Moving about on hands and knees and feet.  | 10%             |
| Crouching   | Bending the body downward and forward by bending leg and spine.  | 10%             |
| Feeling   | Perceiving attributes of objects, such as size, shape, temperature or texture by touching with skin, particularly that of fingertips.  | 80%             |
| Finger Dexterity  | Picking, pinching, typing or otherwise working, primarily with fingers rather than with the whole hand as in handling.   | 90%             |
| Grasping  | Applying pressure to an object with the fingers and palm.  | 10%             |
| Hearing   | Perceiving the nature of sounds at normal speaking levels with or without correction. Ability to receive detailed information through oral communication, and to make the discriminations in sound.  | 100%            |
| Kneeling  | Bending legs at knee to come to a rest on knee or knees.   | 10%             |
| Lifting   | Raising objects from a lower to a higher position or moving objects horizontally from position to position. This factor is important if it occurs to a considerable degree and requires substantial use of upper extremities and back muscles.                               | 10%             |
| Pulling   | Using upper extremities to exert force in order to draw, haul or tug objects in a sustained motion.  | 10%             |
| Pushing   | Using upper extremities to press against something with steady force in order to thrust forward, downward, or outward.   | 10%             |
| Reaching  | Extending hand(s) and arm(s) in any direction.   | 10%             |
| Repetitive Motion   | Substantial movements (motions) of the wrists, hands and/or fingers.   | 80%             |
| Seeing  | The ability to perceive the nature of objects by the eye.  | 100%            |
| Sitting   | Particularly for sustained periods of time.  | 80%             |
| Standing  | Particularly for sustained periods of time.  | 10%             |
| Stooping  | Bending the body downward and forward by bending spine at the waist. This factor is important if it occurs to a considerable degree and requires full motion of the lower extremities and back muscles.  | 10%             |
| Talking   | Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly or quickly.   | 80%             |
| Walking   | Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.   | 20%             |

|               |                               |
|---------------|-------------------------------|
| Item Number:  | 17.A.                         |
| Meeting Date: | 5/9/2023                      |
| Item Type:    | TIME AND DATE OF NEXT MEETING |

**AGENDA REQUEST FORM**  
City Of Cape Coral Charter School  
Authority

**TITLE:**

The next Regular Governing Board Meeting will be held on Tuesday, June 13, 2023 at 5:30p.m. at Oasis High School- Cafeteria, 3519 Oasis Blvd., Cape Coral 33914

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**RECOMMENDED ACTION:**