

CollegeBuys/CSU Consortium Joint Template Master Services Agreement

Agreement No. 00004410

This Master Agreement (“Agreement”) is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization (“Foundation”), the Trustees of the California State University (“CSU”) and Waxie’s Enterprises, LLC, (“Contractor”). At times, the Foundation and the CSU are referred to herein collectively as the “Consortium.”

RECITALS

WHEREAS, the Consortium is comprised of the Trustees of the California State University, on behalf of the California State University system, and the Foundation for California Colleges, a 501(c)(3) nonprofit organization that serves as the official auxiliary to the California Community College Board of Governors and the California Community Colleges Chancellor’s Office in accordance with California Education Code 72670.5 and which is authorized to enter into system wide agreements on behalf of the California Community Colleges in accordance with California Public Contract Code 20661;

WHEREAS, the CSU develops, maintains, and administers CSU policy related to public procurement practices in the CSU system, including the facilitation of multi-campus, systemwide and multi-agency strategic initiatives, and the Foundation developed, supports, and operates CollegeBuys, a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Contractor with marketing and promotional services for Contractor’s products and/or services;

WHEREAS, the Consortium has determined that it is a benefit to establish a Master Agreement with established Contractors so that any or all California public agencies, public and private school districts, or public and private colleges or universities may purchase products at prices stated in this Agreement;

WHEREAS, the Foundation, in partnership with the California State University and the Association of Independent California Colleges and Universities, issued a Janitorial Supplies and Equipment so that Contractor may provide products and/or services as described in RFP #21-001, attached hereto as part of;

WHEREAS, this Agreement provides that any or all public agencies, public and private school districts, public and private colleges or universities, or the Foundation may purchase Products at prices stated in the RFP #21-001;

WHEREAS, Contractor provides Janitorial Supplies and Equipment as agreed upon in this Agreement and attached hereto as Exhibit E;

WHEREAS, Contractor desires to make this Master Agreement available to any and all public agencies, public and private school districts, as well as public and private colleges or universities and their official auxiliary organizations (at times hereinafter referred to individually as “Participating Entity” or “Customer” or collectively as “Participating Entities”), specifically including California Community Colleges, which are supported, in part, by the Foundation, California State University campuses and their official auxiliary organizations, and the California State University Chancellor’s Office; and

WHEREAS, The Consortium seeks to make Contractor's products and/or services available to Participating Entities subject to the terms and conditions in this Agreement.

Therefore, by signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement" or "Contract").

The term of this Agreement is May 18, 2021 through May 17, 2024

The Parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

- Exhibit A:** General Terms and Conditions
- Exhibit B:** Special Terms and Conditions between Contractor and Foundation
- Exhibit B-1:** Sample Form of Contractor Quarterly Reporting to Foundation
- Exhibit B-2:** Lowest Price Commitment Certification
- Exhibit C:** Special Terms and Conditions between Contractor and CSU
- Exhibit D:** Notices
- Exhibit E:** Products and Services
- Exhibit F:** Contractor Commitment & Program Promotion
- Exhibit G:** Cooperative Utilization
- Exhibit H:** Contract/RFP Modifications
- Exhibit I:** Copy of RFP 21-001
- Exhibit J:** Supplier Response to RFP 21-001
- Exhibit K:** RFP Documentation

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

CONTRACTOR

By: *A. Stevenson Thomas*
A. Stevenson Thomas (May 18, 2021 10:33 PDT)
Print Name: A. Stevenson Thomas
Title: Vice President National Accounts
Date: May 18, 2021

CSU

By: *Mary Carrillo*
Print Name: Ivonne Romo, M.L.S., P.M.P.
Title: Associate Director of Procurement Operations
Date: May 19, 2021

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: *Jorge J.C. Sales*
Print Name: Jorge J.C. Sales
Title: Vice President of Program Development
Date: May 18, 2021

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: *Joseph Quintana*
Print Name: Joseph Quintana
Title: Chief Operating Officer
Date: May 18, 2021

EXHIBIT A

GENERAL TERMS AND CONDITIONS

As used herein and in the Recitals above, the term “Customer” refers to the Participating Entity that purchases goods or services from Contractor under the terms of this Contract. “Customer” may include, without limitation, California Community Colleges, California Community College Districts, the Foundation, the Trustees of the CSU on behalf of CSU campuses, other public agencies, public and private school districts, and public and private colleges or universities, and their official auxiliary organizations.

As used herein, the term “Contracted Work” refers to the Contractor’s provision of goods or services as required under the terms of this Contract.

In the event of a conflict between the terms and conditions specified in Exhibit A-H and Exhibit I-K, the terms and conditions in Exhibit A-H shall take precedence. The Exhibits will be given precedence as follows: (1) terms and conditions in Exhibit A-H; (2) Request for Proposal (Exhibit I); (3) Supplier Response to the RFP (Exhibit J); (4) Exhibits of this Agreement beyond the aforementioned.

1. Commencement of Work

Contractor shall not commence work under the Contract until Contractor has received a fully executed Contract and been given written approval by Customer to proceed. Any work performed by Contractor prior to the date of approval shall be considered as having been performed at Contractor’s own risk and as a volunteer.

2. Contract Alterations & Integration

No alteration or variation of the Contract shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the Parties hereto.

3. Severability

If any provision of this Contract is found to be illegal or unenforceable, such provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Any Party having knowledge of such provision shall promptly inform the other of the presumed non-enforceability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, the Contract shall be terminated in a manner commensurate with the interests of the Parties, to the maximum extent reasonable.

4. Independent Status

Contractor and its employees, agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the Consortium, the State of California, or Participating Entities. While Contractor may be required by this Contract to carry Workers Compensation Insurance, in no event shall Contractor or its employees, agents, or subcontractors be entitled to unemployment or workers’ compensation benefits from the Consortium or from Participating Entities.

5. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California. Any action brought by any party hereto shall be brought within the State of California, in the county of the Customer’s principal place of business.

6. Contractor's Power and Authority

Contractor warrants that it has full power and authority to enter into this Contract and will hold the Consortium and its members harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of Customer under this Contract.

7. Assignments

Contractor shall not assign this Contract, either in whole or in part, without Customer's written consent, which will not be unreasonably withheld.

8. Personnel

Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor Customer's requests regarding Contractor's assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.

9. Waiver of Rights

Any action or inaction by Customer or the failure of Customer on any occasion to enforce any right or provision of this Contract shall not be a waiver by Customer of its rights hereunder and shall not prevent Customer, the Consortium, or any Participating Entity from enforcing such provision or right on any future occasion. Customer's rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

10. Time

Time is of the essence in the performance of this Contract.

11. Entire Contract

This Contract sets forth the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each Party.

12. Appropriation of Funds

In the event that Customer is a State agency, Local agency, or District, the following shall apply:

- (a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract and not yet paid for by Customer, terminate any future services and/or commodities to be supplied to Customer under the Contract, and relieve Customer of any further obligation therefore.
- (b) Customer agrees that if provision (a) above is involved, commodities shall be returned to Contractor in substantially the same condition in which such commodities were delivered, subject to normal wear and tear. Customer further agrees to pay for packing, crating, and transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

13. Cancellation

Customer has the right to cancel its participation in this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.

14. Termination for Default

Customer may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Customer may proceed with the Contracted Work in any manner deemed proper by Customer. The cost to Customer shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid to the Contractor upon demand.

15. Rights and Remedies of Customer for Contractor's Default

- (a) In the event any Contracted Work provided by Contractor in the performance of this Contract fails to conform to the requirements herein, Customer may reject the same. It shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services at no expense to Customer, and to immediately replace all such rejected items and/or work with others conforming to the requirements of this Contract. Should Contractor fail, neglect, or refuse to do so, Customer shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services, and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- (b) In the event Contractor fails to make prompt delivery of any item or service as specified in this Contract, Customer shall have the same rights, but not obligations, as set forth in subsection (a) above to purchase replacement items or services in the open market and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- (c) In the event Customer terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate Customer, in addition to any other remedy that Customer may have available to it, for any loss or damage sustained and cost incurred by Customer in procuring any items that Contractor agreed to supply.
- (d) Customer's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or this Contract.

16. Warranty

- (a) Contractor warrants that (i) the Contracted Work furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the specific Statement of Work (see Exhibit E) between Contractor and Customer), and (ii) the Contracted Work will be free from fault and defects in design, materials and workmanship. Where the Parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the deliverables shall provide all functionality required thereby and shall be new and of industry standard quality in the trade and in accordance with the approved and agreed to design and specifications. . Customer's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.
- (b) In addition to the other warranties set forth herein, where the Contract calls for delivery of commercial software, Contractor warrants such software shall perform in accordance with its license and accompanying documentation. Contractor further warrants that, at the time of delivery, any deliverables consisting of software (i) shall be free of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software); and (ii) shall not infringe or violate any third-party's intellectual property right. Without limiting the generality of the foregoing, if Customer believes harmful code may be present in any commercial software delivered, Contractor shall, upon Customer's request, provide a master copy of the software for comparison and correction.
- (c) Unless otherwise specified in the Statement of Work where Contractor resells hardware or software it purchased from a third party, and such third party offers additional or more advantageous warranties than

those set forth herein, Contractor shall pass through any such warranties to Customer and shall cooperate in enforcing them. Such warranty pass-through shall be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.

- (d) All warranties, including special warranties specified elsewhere herein, shall inure to Customer, its successors, assigns, customer agencies, and other governmental users of the deliverables or services.

17. Safety and Accident Prevention

In performing work under this Contract on Customer premises, Contractor shall conform to all specific safety requirements contained in this Contract and as required by law or regulation. Contractor shall take all additional precautions as the Customer may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

18. Invoices

Invoices shall be submitted, in arrears, to the address provided in the Contract. Each invoice must contain the Contract number and Contractor's Identification number. Final invoice shall be marked as such.

- (a) Contractor shall submit invoices to Customer for payment of goods and services rendered.
- (b) In the event that additional services are required, the Contractor shall submit invoices in accordance with provisions herein.
- (c) Unless otherwise specified, Customer shall pay properly submitted invoices not more than 45 days after (i) Customer's acceptance of goods; (ii) the performance completion date of Contractor's services; or (iii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.
- (d) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance of this Contract, including travel and per diem, unless otherwise expressly so provided; however, in the event the Contracted Work is of a continuing nature involving the provision of services by Contractor, Contractor shall submit invoices in arrears, upon completion of each phase and Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with Customer's policy.

19. Packing and Shipment

- (1) Should goods be provided under this Contract, all goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - (i) Show the number of the container and the total number of containers in the shipment; and
 - (ii) The number of the container in which the packing sheet has been enclosed.
- (2) All shipments by Contractor or its subcontractors must include packing sheets identifying: the contract number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.

20. Delivery

Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the Customer shall not be required to make any payment for the excess deliverables and may return them to Contractor at Contractor's expense or utilize any other rights available to Customer at law or in equity.

21. Substitutions

Contractor may not tender substitute items for any goods to be provided under this Contract without advance written consent of Customer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of Customer.

22. Inspection, Acceptance and Rejection

Unless otherwise specified in the Statement of Work, all deliverables may be subject to inspection and test by the Customer.

23. General Indemnity

Contractor shall indemnify, defend, and hold harmless the State of California, the Board of Trustees of the California State University, Foundation, Participating Entity, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor's performance of this Contract.

24. Insurance Requirements

Contractor shall not commence Contracted Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by Customer.

(a) Policies and Coverage.

(1) Contractor shall obtain and maintain the following policies and coverage:

- (i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Contracted Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Contracted Work.
- (ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.
- (iii) Worker's Compensation, including Employers Liability Insurance as required by law.

(2) Contractor also may be required to obtain and maintain the following policies and coverage:

- (i) Environmental Impairment Liability Insurance should the Contracted Work involve hazardous materials, such as, but not limited to, asbestos, lead, fuel storage tanks, and/or PCBs.
- (ii) Other insurance as agreed upon by Customer and Contractor.

(b) Verification of Coverage. Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to Customer as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by Contractor for all coverage until the Contracted Work is accepted as complete. Customer reserves the right to require Contractor to furnish Customer complete, certified copies of all required insurance policies.

(c) Insurance Provisions. Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Agreement. The insurance policies shall contain, or be endorsed to contain, the following provisions.

- (1) For Contracts between Contractor and CSU, the general and automobile liability policies shall include the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents as additional insureds.

- (2) For Contracts between Contractor and a Participating Entity other than CSU, the general and automobile liability policies shall include the Participating Entity, their officers, employees, representatives, volunteers, and agents as additional insureds.
 - (3) For any claims related to the Contracted Work, Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, Participating Entity, and/or their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, Participating Entity, and/or their officers, employees, representatives, volunteers, and agents shall be in excess of Contractor's insurance and shall not contribute with it.
 - (4) Each insurance policy required by this section shall state that coverage shall not be canceled by either Contractor or the insurance carrier, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Customer.
 - (5) The State of California, the Trustees of the California State University, the University, Participating Entity, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- (d) Amount of Insurance.
- (1) The insurance furnished by Contractor under this Contract shall provide coverage in amounts not less than the following, unless a different amount is stated in Exhibit H;
 - (i) Comprehensive or Commercial Form General Liability Insurance—Limits of Liability
 - a) \$2,000,000 General Aggregate
 - b) \$1,000,000 Each Occurrence—combined single limit for bodily injury and property damage.
 - (ii) Business Automobile Liability Insurance—Limits of Liability
 - a) \$1,000,000 Each Accident—combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
 - (iii) Workers' Compensation—limits as required by law with Employers Liability limits of \$1,000,000.
 - (2) For Contracts involving hazardous materials, Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in Exhibit H:
 - (i) Environmental Impairment (pollution) Liability Insurance—Limits of Liability
 - a) \$10,000,000 General Aggregate
 - b) \$5,000,000 Each Occurrence—combined single limit for bodily injury and property damage, including cleanup costs.
 - (ii) In addition to the above-referenced coverage for Business Automobile Liability Insurance, Contractor shall obtain for hazardous material transporter services:
 - a) MCS-90 endorsement
 - b) Sudden & Accidental Pollution endorsement—Limits of Liability*
 - \$2,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 *A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.
 - (iii) With Customer's approval, Contractor may delegate the responsibility to provide the additional coverage required under this subsection (2) to its hazardous materials subcontractor. In the event that Contractor has obtained Customer's permission to delegate such responsibility to its hazardous materials subcontractor, Contractor shall provide Customer a letter within thirty (30) days of executing this Contract stating that Contractor is requiring its hazardous materials subcontractor to provide the additional

coverage required under this subsection (2), if applicable. Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall adhere to all of the requirements of this Contract. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to Customer as soon as Contractor fully executes its subcontract with the hazardous materials subcontractor, or within thirty (30) days of the Notice to Proceed, whichever is less.

- (e) Acceptability of Insurers. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to Customer.
- (f) Subcontractor's Insurance. Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Contract, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's work as relates to this Contract. Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance has been obtained and approved by Customer. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.
- (g) Miscellaneous.
 - (1) Any deductible under any policy of insurance required in this Contract shall be Contractor's liability.
 - (2) Acceptance of certificates of insurance by Customer shall not limit Contractor's liability under the Contract.
 - (3) In the event Contractor does not comply with these insurance requirements, Customer may, at its option, provide insurance coverage to protect Customer. The cost of the insurance shall be paid by Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
 - (4) If Customer is damaged by the failure of Contractor to provide or maintain the required insurance, Contractor shall pay Customer for all such damages.
 - (5) Except as specifically provided in section 24(d)(2) above, Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.
 - (6) Contractor's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract.

25. Taxes, Fees, Expenses, and Extras

- (a) Contractor certifies that it shall comply with all California Sale and Use Tax requirements. Articles sold to Customer may be exempt from certain Federal Excise Taxes. Customer will furnish an exemption certificate on request.
- (b) Unless specified otherwise, prices quoted shall include all required and applicable taxes, and any applicable delivery charges, insurance, license fees, permits, and costs of bonds.
- (c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by Customer unless expressly included and itemized in the Contract. Unless otherwise indicated on the Purchase Order or Contract, on "FOB Shipping Point" transactions vendor shall arrange for lowest cost transportation, prepay, add freight to invoice, and furnish supporting freight bills over \$50. On "FOB Shipping Point" transactions, should any shipments under this Contract be received by Customer in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers by wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packing or loading or some inherent defect in the equipment and/or material, vendor shall, at its own expense, assist Customer in establishing carrier liability.
- (d) Contractor certifies it will immediately advise Customer of any change in its retailer's seller's permit or certification of registration or applicable affiliate's sellers permit or certificate of registration.

26. Electronic Software Tax Liability

If software is provided under the terms of this Contract, Contractor agrees to deliver purchased software solely in an intangible form and via electronic means. Contractor shall be responsible for ensuring that the software is not delivered to Customer in tangible form and shall defend and indemnify Customer for any and all tax liability resulting from Contractor's failure to deliver the software as required by this Agreement.

27. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, and other documentation exchanged pursuant to the Contract shall contain the Contract number. If factory shipment, the factory must be advised by Contractor to comply. Invoices not properly identified with the Contract number and Contractor identification number may be returned to Contractor and may cause delay in payment

28. Patent, Copyright, and Trade Secret Indemnity

- (a) Contractor shall indemnify, defend, and hold harmless the State of California, the Trustees of the California State University, the Foundation, Participating Entity, and their respective officers, agents, and employees (collectively referred to as Indemnitees), from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer hardware or software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to Indemnitees, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third-Party Obligation") and will cooperate in enforcing them; provided that if the third-party manufacturer fails to honor the Third-Party Obligation, Contractor will provide Indemnitees with indemnity protection.
 - (1) Indemnitees will notify Contractor of such claim in writing and tender their defense within a reasonable time; and
 - (2) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future Indemnitees' operations or liability, or when involvement of the Indemnitees is otherwise mandated by law. In such case, no settlement shall be entered into on behalf of Indemnitees without Indemnitees' written approval.
- (b) Contractor may be required to furnish Indemnitees a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- (c) Should the Contracted Work, or the operation thereof, become, or in Contractor's opinion be likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, Indemnitees shall permit Contractor at its option and expense either to procure for Indemnitees the right to continue using the Contracted Work or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and expectations. If neither option is reasonably practicable or if the use of such Contracted Work by Indemnitees shall be prevented by injunction, Contractor agrees to take back such Contracted Work and use its best effort to assist Indemnitees in procuring substitute Contracted Work at Contractor's cost and expense. If, in the sole opinion of Indemnitees, the return of such infringing Contracted Work makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, Indemnitees shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Contracted Work and refund any sums Indemnitees paid Contractor less any reasonable amount for use or damage.
- (d) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

29. Rights in Work Product

All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this section may be revised in a Statement of Work. Notwithstanding the foregoing, all finished products or deliverables required and first developed under this Contract shall be the exclusive property of Customer and may be used at Customer's discretion.

30. Examination and Audit

For contracts in excess of \$10,000, Contractor shall be subject to the examination and audit by:

- (a) in the case of goods or services purchased by CSU or a CSU auxiliary – the CSU Office of the University Auditor, and
- (b) in the case of goods or services purchased by CSU, the Foundation, a California Community College, a California Community College District, and/or any other California Public Entity – the California State Auditor. The contract shall be subject to examination and audit for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the Contract, including, but not limited to, the costs of administering the Contract. Note: Government Code Section 8546.7.

31. Dispute

- (a) Dispute Provision between Contractor and CSU: Any dispute arising under or resulting from this Contract that is not resolved within sixty (60) days by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor's Chief Executive Officer (or designee) and CSU's Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the Parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.
- (b) Dispute Provision Applicable between Contractor and Foundation or Participating Entity: Any dispute arising under or resulting from this Contract that is not resolved within sixty (60) days by authorized representatives of Contractor and Customer shall be brought to the attention of Contractor's Chief Executive Officer (or designee), Foundation's Executive Director of Program Development (or designee), and Customer's Chief Business Officer (or designee) for resolution. Either Contractor or Customer may request that their respective designee(s) participate in the dispute resolution process to provide advice regarding Customer contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the Parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

32. Conflict of Interest

Customer requires a Statement of Economic Interests (California Form 700) to be filed by any Contractor who is involved in the making or participates in the making of decisions which may foreseeably have a material effect on Customer's financial interest.

33. Endorsement

Nothing contained in this Contract shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of any product or service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this Contract shall be construed as the endorsement of any commercial product or service by Customer.

34. Follow-On Contracts

No person, firm, or subsidiary thereof who has been awarded a contract for Consulting and Direction (as defined further below) may be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:
 - (i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
 - (ii) shall not act as consultant to any person or entity that does receive a Contract described in subsection (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.
- (b) "Consulting and Direction" means services for which Contractor received compensation from CSU or Participating Entity and includes:
 - (i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- (c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where CSU or Participating Agency has entered into a Contract for software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- (d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

35. Covenant Against Gratuities

Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of Consortium or Participating Entity with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, Consortium or Participating Entity shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by Consortium or Participating Entity in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. Consortium's and Participating Entity's rights and remedies provided in

this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under the Contract.

36. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, gender, gender identity, gender expression, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, genetic information, age, marital status, military and veteran status, and denial of pregnancy disability leave or family care leave or a reasonable accommodation. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

37. Compliance with NLRB Orders

Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: PCC 10296

38. Drug-Free Workplace Certification

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- (a) publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations
- (b) establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- (c) provide that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note: Government Code Section 8350-8357.

39. Forced, Convict, Indentured and Child Labor

By accepting a contract with Customer, Contractor:

- (a) certifies that no equipment, materials, or supplies furnished to Customer pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of

sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.

- (b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (A).

40. Recycled Content Certification

Contractor shall certify in writing the minimum, if not exact, percentage of postconsumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to Customer regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

41. Child Support Compliance Act

For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

42. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Specifically, Contractor shall comply with WCAG 2.1 guidelines for website accessibility. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless Customer from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

43. California Consumer Privacy Act (CCPA)

Contractor warrants that it complies with the CCPA and other California laws regarding data privacy. If Contractor meets the definition of a Covered Business under the CCPA, Contractor shall comply with the following obligations.

1. Contractor will only collect, use, retain, or disclose personal information for the contracted business purposes.
2. Contractor will not collect, use, retain, disclose, sell, or otherwise make personal information available for Contractor's own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Contractor to disclose personal information for a purpose unrelated to the contracted business purpose, the Contractor must first inform Customer of the legal requirement and give Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.

3. Contractor will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible operational purpose.
4. Contractor must promptly comply with any request or instruction from a software user or from Customer requiring the Contractor to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.
5. If the contracted business purposes require the collection of personal information from individuals on Customer's behalf, Contractor will always provide a CCPA-compliant notice addressing use and collection methods.

44. Use of Data

Contractor shall not utilize any non-public Customer information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Contractor is or is not under contract at the time such gain is realized. Customer specific information contained in the report, survey, or other product developed by Contractor pursuant to this Contract is the property of Customer, and shall not be used in any manner by Contractor unless authorized in writing by Customer.

45. Confidentiality of Data

- (a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and protected data as confidential information. Contractor shall not use, disclose, or release confidential information contained in Customer's records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with Customer) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Further, if so requested by Customer, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.
- (b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to Customer's operation designated "confidential" by Customer, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify Customer in writing prior to any such disclosure to give Customer an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall: (1) Notify Customer of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- (c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by Customer in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

46. Debarment and Suspension

By accepting a contract with Customer, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction by any federal department or agency (2 Code Federal Regulations[CFR] 180.220, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)). The Contractor shall provide immediate written notice to the Consortium and Customer if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

47. Expatriate Corporations

Contractor declares and certifies that it is not an expatriate corporation and is not precluded from contracting with Customer by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

48. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

49. Loss Leader

Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: PCC 12104.5(b).

50. DVBE and Small Business Participation

- (a) If Contractor has committed to achieve small business (SB) participation, it shall, within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to Customer:
 - (1) the name and address of the SB(s) that participated in the performance of the Contract;
 - (2) the total amount the prime Contractor received under the Contract; and
 - (3) the amount each SB received from the prime Contractor. (Govt. Code § 14841.)
- (b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to Customer:
 - (1) the name and address of the DVBE(s) who participated in the performance of the Contract;
 - (2) the total amount the prime Contractor received under the Contract; and
 - (3) the amount each DVBE received from the prime Contractor. The Contractor shall also certify that all payments under the Contract have been made to the DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

51. Contractor's Staff

If services are provided under this Contract, Contractor warrants that its staff, which is assigned to performing work under this Contract, is legally able to perform such duties in the country where the work is being performed.

52. Force Majeure

- (a) Neither Party shall be liable for any failure to perform its obligations under this Contract for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of

any governmental authority, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a “Force Majeure Event.”).

- (b) The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party’s performance under this Contract, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Contract.
- (c) Notwithstanding any other term in this Contract, including, but not limited to, the foregoing subsections of this term, during the period of a Force Majeure Event affecting performance by Contractor, Customer may elect to do all or any of the following:
 - (i) suspend the Contract between Customer and Contractor for the duration of the Force Majeure Event and be relieved of any payment obligation for goods or services not delivered or accepted due to the Force Majeure Event;
 - (ii) obtain elsewhere the goods or services not delivered or accepted due to the Force Majeure Event;
 - (iii) extend the time for Contractor’s performance by a period equal to the duration of the Force Majeure Event; and/or
 - (iv) terminate the Contract between Customer and Contractor as to any goods or services not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.

53. COVID -19

In the event that Customer in good faith considers it necessary or prudent to cancel this Contract due to circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, Customer may do so and be relieved of any further financial obligation, risk, or other liability by providing seventy-two (72) hours prior written notice of cancellation to Contractor. Customer’s right to cancel the Contract pursuant to this section shall not be limited or restricted in any manner by any other term or condition of this Contract.

54. Material Change of Circumstances

The terms of this Contract are based on conditions in existence on the date that Contractor commences performance. In the event of a material change in the conditions that adversely affects the ability of Contractor to perform its obligations, Contractor shall reasonably cooperate with Customer to minimize the impact from such change in conditions on Contractor’s performance and shall, if requested by Customer, negotiate in good faith to adjust the terms of this Contract on a mutually agreeable basis to address the impact of such material change in conditions. This provision shall not limit Customer’s ability to avail itself of any rights or remedies provided to Customer by law, equity or any other term of this Contract.

55. Prevailing Wage

In accordance with Labor Code Section 1720, Contractor must pay employees the current prevailing rate wages for work on this service.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS BETWEEN CONTRACTOR AND FOUNDATION

1. Products and Services Ordered. Subject to the terms of this Agreement, Foundation will provide this Master Agreement to interested Participating Agencies for the services and or products identified in Exhibit E, provided the value of the agreed upon products and services are below the threshold of any applicable federal, state, or local mandatory bid requirements.
2. Administration. Foundation shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Agreement as set forth herein, and Contractor hereby agrees that Foundation shall act in the capacity of administrator of purchases under the Agreement not made with the California State University system.
3. Purchasing. With respect to any purchases by Participating Agencies pursuant to the Agreement, Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Contractor, or said Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement.
4. Option to Extend.
 - (a) The Foundation and/or CSU shall have the option to extend the Term for seven (7) additional, one (1) year periods (“the Extended Term”). If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and Contractor. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new Term extension or subsequent Agreement, Contractor agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.
5. Payment Terms. The payment obligations of the purchaser shall be set forth in the Agreement attached herein addressing the specific service and or product being ordered. Also, see Quarterly Fees & Reporting below for specific requirements.
6. Use of Logo. The Foundation’s prior review and written approval is required for any use of the Foundation or CollegeBuys name or logo by the Contractor in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.
7. Special Provisions.
 - (a) Promotion.
 - (i) Contractor Commitments. Contractor has reviewed, understands and agrees to the Contractor Commitments and Program Promotion attached hereto and incorporated herein as Exhibit F.
 - (ii) Availability of Master Agreement. Upon request, Contractor shall make available to interested Participating Agencies a copy of the Master Agreement as may be necessary for such agencies to evaluate potential purchases.
 - (b) Quarterly Fees & Reporting.

- (i) Quarterly Administrative Fee. With the exception of all orders procured by CSU institutions and auxiliaries, Contractor shall pay Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Agencies under said Master Agreement. The Contractor will provide the CSU Chancellor's Office a rebate of two percent (2%) for all orders shipped to CSU institutions. Contractor shall provide the Foundation and to the CSU respectively with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit B-1. The above referenced reports and fees are to be submitted to the CollegeBuys Department at the Foundation via cbcontracts@foundationccc.org. Reports are to be submitted to the CSU Chancellor's Office at mcarrillo@calstate.edu. Associated rebate for the CSU institutions shall be made payable to Trustees of the California State University and sent to the CSU Chancellor's Office. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Contractor, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
- (ii) Accounting. Contractor shall at its expense maintain an accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation. Quarterly reports and the administrative fee applicable to each quarter, as described in item 8(b)(i) above, are due within thirty (30) days of the end of each calendar quarter.
- (1) Default. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 8(b)(i) shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Contractor, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All undisputed administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of one and one half percent (1.5%) per month until paid.
 - (2) Errors and Omissions. Contractor is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes last) from when a quarterly report was due or submitted, to correct error(s) and/or omissions(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes last) has lapse, the Foundation also reserves the right to recover any unpaid administrative fee(s) from the Contractor discovered during an audit conducted pursuant to Section 8(b)(ii) above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).
 - (3) Right to Compare Records. Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Contractor. If there is a discrepancy, the Foundation will notify the Contractor in writing. Contractor will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Contractor does not so resolve the discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of Contractor's quarterly reports. Contractor shall be obligated to reimburse any reasonable Foundation costs and expenses related to or connected with the record and report reviews, the audit, Foundation staff time and expenses, counsel, and collection.

Exhibit B-1

SAMPLE FORM OF CONTRACTOR QUARTERLY REPORTING TO FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES

College Name Association Name	PO Number	Contractor Invoice Number	Invoice Amount \$	Savings \$	FCCC Admin. Fee \$
TOTAL	-	-			

NOTE: Reports to be submitted in Microsoft Excel

*Excluding taxes, additional services and transportation

Exhibit B-2

LOWEST PRICE COMMITMENT CERTIFICATION

In accordance with regulations established for California Public Contract Code 20661(a)(2), the Foundation shall require a vendor to certify that the goods or services provided pursuant to the contract shall carry the lowest cost available upon the same terms, conditions, and specifications. As such, Supplier certifies that the cost to each California Community College District that is a beneficiary of this Agreement is lower than the cost a California Community College District could obtain through its standard contracting procedures and is the lowest cost available for the same products and/or services in Exhibit E, upon the same terms, conditions, and specifications herein. This certification does not preclude Supplier from providing greater discounts than outlined in Exhibit E to a California Community College District in recognition of unique factors such as volume spend.

Waxie's Enterprises, LLC

By: *A. Stevenson Thomas* Date: May 18, 2021
A. Stevenson Thomas (May 18, 2021 10:33 PDT)

Print Name: A. Stevenson Thomas Title: VP National Accounts

EXHIBIT C

SPECIAL TERMS AND CONDITIONS BETWEEN CONTRACTOR AND CSU

1. Information Security Requirements

In the event Contractor will receive confidential data or information under this Contract, the following shall apply:

- (a) Contractor is required to comply with Information Security Requirements as described in Rider A, Supplemental Provisions for General Provisions for Service Acquisitions, attached hereto and by reference made a part of this agreement.
- (b) Information Security Plan
Contractor is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential Consortium and/or Customer data to which Contractor will have access. Requirements for the Information Security Plan are described in Rider A.
- (c) Personal Security Requirements
Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only. Contractor shall not knowingly permit a representative or subcontractor to have access to Customer records, confidential data, or premises of the Customer when such representative or subcontractor has been convicted of a felony.

Rider A
CSU Supplemental Provisions
Information Security

Introduction

This document contains contract language to be used to develop supplemental provisions for CSU General Provisions for Service Acquisition contracts involving the use of CSU information assets. This language is intended to be used when the nature of the information asset or resource requires protection. Use of supplemental contract language is required in order to comply with ICSUAM Policy 8040 Section 200, Payment Card Industry Data Security Standards (PCI DSS), NACHA, FERPA, and the Health Insurance Portability and Accountability Act (HIPAA). Additionally, supplemental language may be used to manage risks associated with allowing contractors to access, store or otherwise manage CSU information assets.

DEFINITIONS

Affiliate - an entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity.

Confidential Information - The term “Confidential Information” shall mean this Agreement and all proprietary information, data, trade secrets, business information, any Protected Information regarding students, employees or other individuals or entities, including but not limited to, Social Security numbers, other tax identification numbers, credit card, bank account and other financial information, and other information of any kind whatsoever which:

- a) a Party (“Discloser”) discloses, in writing, orally or visually, to the other Party (“Recipient”) or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which
- b) relates to:
 - i. the Discloser, or
 - ii. in the case of Contractor as Recipient, the CSU, its students and employees, and its third-party contractors or licensors who have made confidential or proprietary information available to the CSU.

Party – The CSU or Contractor.

CSU Protected Data - data defined as “Protected Level 1” and “Protected Level 2” in the CSU Data Classification Standard <https://calstate.policystat.com/policy/6607407/latest/> Attachment 8065.S001 Information Security Asset Management Standard

Representative - an employee, officer, director, or agent of a Party.

Relationship Manager - the respective employees of each Party that each Party shall designate to act on its behalf with regard to matters arising under this Agreement; each Party shall notify the other in writing of the name of their Relationship Manager; however, the Relationship Manager shall have no authority to alter or amend any term, condition or provision of the Agreement; further, each Party may change its Relationship Manager by providing the other Party with prior written notice.

Subcontractor - a third party to whom Contractor has delegated or subcontracted any portion of its obligations set forth herein.

Work Product - All discoveries, inventions, work of authorship or trade secrets, or other intellectual property and all embodiments thereof originated by Contractor within the scope of Services provided under this Agreement, whether or not prepared on CSU’s premises.

Contractor – Contractor is any party to an agreement with the CSU along with any Contractor Representative, Subcontractor, Affiliate, or other entity over whom the Contractor has control.

1.0 ACKNOWLEDGEMENT

Contractor acknowledges that its contract/purchase order with the California State University (“the CSU”) may allow the Contractor access to CSU Protected Data including, but not limited to, personal information, student records, health care information, or financial information. This data may be transferred in various forms, notwithstanding the manner in which or from whom it is received by Contractor subject to state laws that restrict the use and disclosure of such information, including the California Information Practices Act (California Civil Code Section 1798 et seq.) and the California Constitution Article 1, Section 1. Contractor represents and warrants that it will keep CSU Protected Data confidential both during the Term and after the termination of the Agreement.

2.0 DISCLOSURE REQUIREMENTS

Contractor agrees that it will include all of the terms and conditions contained in this agreement in all subcontractor contracts providing services under this Agreement.

Contractor shall not use or disclose CSU Protected Data other than to carry out the purposes of this agreement. Contractor shall not disclose any CSU Protected Data other than on a “need to know” basis and then only:

- a. To its representatives, provided however, that each such employee or officer has entered into a confidentiality agreement;
- b. To affiliates of or Subcontractors to Contractor, only if previously approved by the CSU and provided that
 - i. Use by such Affiliates or Subcontractor shall be limited to the purpose of this agreement;
 - ii. Affiliate or Subcontractor is bound by contract and or confidentiality agreement to protect CSU data from unauthorized access.

If required by a court of competent jurisdiction or an administrative body to disclose Protected Data, Contractor shall notify the CSU in writing prior to any such disclosure in order to give the CSU an opportunity to oppose any such disclosure. Prior to any disclosure of Confidential Information as required by legal process, the Contractor shall:

- c. Notify the CSU of any, actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and
- d. Delay disclosure until the CSU has provided contractor with notice that they will oppose or agree to such disclosure or the time specified for legal compliance is reached.

Any access, transmission, or storage of Protected Data outside the United States shall require prior written authorization by the CSU.

2.1 Exceptions to Obligations of Confidentiality

With the exception of the data classified as “Protected Level 1” or “Protected Level 2” under the CSU Data Classification Standard, identified in <https://calstate.policystat.com/policy/6607407/latest/> Attachment 8065.S001 Information Security Asset Management Standard, obligations of confidentiality shall not apply to any information that:

- a. Contractor rightfully has in its possession when disclosed to it, free of obligation to the CSU to maintain its confidentiality;
- b. Contractor independently develops without access to CSU Protected Data;
- c. Is or becomes known to the public other than by breach of this contract;

- d. The CSU or its agent releases without restriction; or
- e. Contractor rightfully receives from a third party without the obligation of confidentiality.

Any combination of Protected Data disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.

Failure by Contractor to comply with any provision of this Section shall constitute a default subject to Paragraph 14 of the CSU General Provisions for Information Technology Acquisitions.

3.0 INFORMATION SECURITY PLAN

Contractor acknowledges that the CSU is required to comply with information security standards for the protection of Protected Data Information required by law, regulation and regulatory guidance, as well as the CSU's internal security policy for information and systems protection.

Within 30 days of the Effective Date of the Agreement and subject to the review and approval of the CSU, Contractor shall establish, maintain and comply with an information security plan ("Information Security Plan"), which shall contain such elements that the CSU may require after consultation with Contractor. On at least an annual basis, Contractor shall review, update and revise its Information Security Plan, subject to the CSU's review and approval. At the CSU's request, Contractor shall make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to the CSU's security requirements as they exist from time to time.

Contractor's Information Security Plan shall be designed to:

- Ensure the security, integrity and confidentiality of the CSU Protected Data;
- Protect against any anticipated threats or hazards to the security or integrity of such information;
- Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the person that is the subject of such information;
- Protect against unauthorized changes to or use of CSU Protected Data; and
- Comply with all applicable CSU policies legal and regulatory requirements for data protection.
- Include business continuity and disaster recovery plans.

Contractor's Information Security Plan shall include a written response program addressing the appropriate remedial measures it shall undertake in the event that there is an information security breach.

Contractor shall cause all Subcontractors and other persons and entities whose services are part of the Services which Contractor delivers to the CSU or who hold CSU Protected Data, to implement an information security program and plan substantially equivalent to Contractor's.

The parties expressly agree that Contractor's security procedures shall require that any Protected Level 1 Data transmitted or stored by Contractor only be transmitted or stored in an encrypted form approved by the CSU.

In addition, Contractor represents and warrants that in performing the Services, it will comply with all applicable privacy and data protection laws and regulations of the United States including, as applicable, the provisions in the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq., the Family Education Rights and Privacy Act ("FERPA"), 20 USC Section 1232(g) et seq., and of any other applicable non-U.S. jurisdiction, including the European Union Directives, and that it will use best efforts, consistent with Federal Trade Commission and other applicable guidance, to protect CSU's Protected Information from identity theft, fraud and unauthorized use.

Failure by Contractor to comply with any provision of this Section shall constitute a default subject to Paragraph 14 of the CSU General Provisions for Information Technology Acquisitions.

4.0 INCIDENT RESPONSE MANAGEMENT

4.1 Notification of a Security Incident.

Contractor shall report, in writing, to the CSU any use or disclosure of CSU Protected Data not authorized by this Agreement or authorized in writing by the CSU, including any reasonable belief that an unauthorized individual has accessed CSU Protected Data. This report shall be made to the CSU's primary contact and its designated information security officer. It shall include details relating to any known or suspected security breach of Contractor's system or facilities which contain CSU Protected Data or any other breach of Protected Data relating to this Agreement. This report shall be made not later than within twenty-four (24) hours after discovery, if the information was, or is reasonably believed to have been, acquired by an unauthorized person.

4.2 Notification Contents

Contractor's report shall identify:

- The nature of the unauthorized use or disclosure,
- The time and date of incident,
- A description of CSU Protected Data used or disclosed,
- Who made the unauthorized use or received the unauthorized disclosure,
- What Contractor has done or shall do to mitigate any harmful effect of the unauthorized use or disclosure, and
- The corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

Contractor shall provide such other information, including a written report, as reasonably requested by the CSU.

4.3 Notification to Parties

Contractor agrees to fully cooperate with the CSU with the preparation and transmittal of any notice, which the CSU may deem appropriate or required by law, to be sent to affected parties regarding the known or suspected security breach, and to be financially responsible for any such notice resulting from Contractor's, its Representatives, Affiliates, or Subcontractors acts or omissions with regard to the data security requirements of this Agreement. Contractor shall take appropriate remedial action with respect to the integrity of its security systems and processes.

5.0 COMPLIANCE

5.1 PCI-DSS Requirements

Contractor represents and warrants that it shall implement and maintain certification of Payment Card Industry ("PCI") compliance standards regarding data security and that it shall undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt the network devices. If during the term of the Agreement, Contractor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI DSS standards and/or other material payment card industry standards, it will promptly notify the CSU of such circumstances.

Contractor agrees to promptly provide current evidence of PCI-DSS standards at the CSU request. The form and substance of such evidence must be reasonably satisfactory to and must be certified by an authority recognized by the payment card industry for that purpose.

Contractor shall maintain and protect in accordance with all applicable laws and PCI regulations the security of all cardholder data when performing the contracted Services on behalf of the CSU.

Contractor will provide reasonable care and efforts to detect fraudulent credit card activity in connection with credit card transactions processed for the CSU.

Contractor shall indemnify and hold CSU harmless from loss or damages resulting from Contractor's failure to maintain PCI compliance standard in accordance with this section.

Contractor shall not be held responsible for any such loss of data if it is shown that the loss occurred as a result of the sole negligence of the CSU.

5.2 PA DSS REQUIREMENTS

Contractor represents and warrants that software applications it provides for the purpose of processing payments, particularly credit card payments, are developed in accordance with and are in compliance with the standards known as Payment Application Data Security Standards (PA-DSS). As verification of this, the Contractor agrees to provide evidence that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification. The evidence may be provided in the form of the PA DSS form if the contractor self-certified, or a copy of the PA QSA if the Contractor was certified by an external party. If the contractor is unable to provide a copy of the PA DSS form of the PA QSA letter, the contractor must provide the CSU with proof of bonded insurance listing the CSU as the beneficiary in the case of a security breach.

If during the term of the Agreement, Contractor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PA DSS standards and/or other material payment card industry standards, it will promptly notify the CSU of such circumstances.

Contractor agrees promptly to provide, annual or at the request of the CSU, current evidence, in form and substance reasonably satisfactory to the CSU, of compliance with PA-DSS security standards which has been properly certified by an authority recognized by the payment card industry for that purpose.

Contractor shall indemnify and hold CSU harmless from loss or damages resulting from Contractor's failure to maintain PA-DDS security standards in accordance with this section.

5.3 NACHA Requirements

Contractor agrees to assist the CSU in documenting compliance with NACHA-The Electronic Payment Association provisions.

5.4 Health Insurance Portability and Accountability Act (HIPAA) Requirements

Contractor shall agree to use and disclose Protected Health Information in compliance with the security standards for the protection of electronic protected health information as per (45 C.F.R. Parts 160 and 164).

6.0 PERSONNEL SECURITY REQUIREMENTS

Any work to be performed in connection with this Agreement by Contractor, its Affiliates or Subcontractors must be performed in the United States, unless the prior written consent of the CSU is received to perform work outside the United States. Further, CSU Protected Data may not be transmitted or stored outside the United States without the prior written consent of the CSU.

Contractor shall require all Representatives, Affiliates and Subcontractors with access to CSU Protected Data, as a condition of their engagement, to participate in annual security awareness training.

Contractor shall comply and shall cause its Representatives, Affiliates and Subcontractors to comply with all personnel, facility, safety and security rules and regulations and other instructions of the CSU, when performing work at a CSU facility, and shall conduct its work at the CSU facilities in such a manner as to avoid endangering the safety, or interfering with the convenience of, CSU Representatives or customers.

Contractor shall not knowingly permit a Representative, Affiliate, or Subcontractor to have access to the records, data or premises of the CSU when such Representative, Affiliate or Subcontractor:

- (a) has been convicted of a crime;
- (b) has engaged in a dishonest act or a breach of trust; or
- (b) uses illegal drugs.

Contractor agrees that under no circumstances shall any of Contractor's Representatives, Affiliates or Subcontractors, whether full-time or part-time, connect to any CSU system or access any CSU data, for purposes of downloading, extracting, storing or transmitting information through personally owned, rented or borrowed equipment including, but not limited to mobile devices (e.g., laptops, PDAs, cell phones, etc.)

Contractor represents that it maintains comprehensive hiring policies and procedures which include, among other things, a background check for criminal convictions, and pre-employment drug testing, all to the extent permitted by law. Contractor shall conduct thorough background checks and obtain references for all its Representatives, Affiliates, and Subcontractors who have access to CSU's protected information.

Any exceptions are at variance with the CSU policy and must be approved in advance according to CSU policy guidelines.

7.0 RECORD RETENTION REQUIREMENTS

Contractor shall maintain all records pertaining to the Services provided to the CSU under this Agreement for a period of 5 years, and if longer after termination of the Agreement, subject to applicable law or regulation. Contractor further agrees to provide to the CSU, at its request, a full copy of all such records for the CSU to maintain at a U.S. location which the CSU shall designate.

Any residual data that exists on backups must be destroyed or purged within 5 years. Backup data may not be archived. Contractor to provide evidence or certification that this section has been complied with.

8.0 THE CSU RIGHT TO CONDUCT AND/OR REVIEW RISK ASSESSMENTS

A Contractor, with access to the CSU protected data, shall conduct risk assessments and/or audits of its use of CSU protected data at least annually. The Contractor shall provide the CSU with copies of its latest information security risk assessments and/or audits upon request.

If any assessment and/or audit discloses material variances from the performance requirements set forth in this Agreement or a breach by Contractor of the provisions of this Agreement, Contractor shall be deemed in breach of this Agreement.

9.0 TERMINATING OR EXPIRING THE AGREEMENT – RETURN/DESTROY PROTECTED DATA

Upon the termination or expiration of this Agreement, or at any time upon the request of the CSU, Contractor and its subcontractors shall return all CSU Protected Data (and all copies and derivative works thereof made by or for Contractor). Further, Contractor and all subcontractors shall delete or erase such Protected Data, copies and derivative works thereof, from their computer systems.

The CSU shall have the right to require Contractor to verify, to CSU's satisfaction, that all CSU Protected Data has been returned, deleted or erased. Contractor agrees to fully cooperate with the CSU's requests for verification.

EXHIBIT D

NOTICES

Unless otherwise expressly provided herein, all reports, notices or other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. Foundation or CSU may, by written or electronic notice delivered to Contractor, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

FOUNDATION (if applicable):

Foundation for California Community Colleges
CollegeBuys Program
1102 Q Street, Suite 4800
Sacramento, CA 95811
cbcontracts@foundationccc.org

CSU (if applicable)

Ivonne Romo, M.L.S., P.M.P.
Associate Director of Procurement Operations
California State University, Office of the Chancellor
401 Golden Shore
Long Beach, CA 90802
562-951-4928
iromo@calstate.edu

CONTRACTOR:

Waxie's Enterprises, LLC
John Giles
9353 Waxie Way
San Diego, CA 92123
(619) 606-6100
(619) 374-7452
jgiles@waxie.com

EXHIBIT E

PRODUCTS AND SERVICES

Minimum % Discount by Category

Category	Tier 1 Generic or House Brands	Tier 2 Manufacturer Brand
Chemicals	45%	40%
Equipment	23%*	23%*
Dispensers	COST + 25%**	COST + 25%**
Gloves	60%	60%
Hand Soap	44%	37%
Sanitizers	44%	37%
Liners	59%	42%
Paper	60%	60%
Supplies	36%	34%
Appliances	N/A	N/A
Other Items	20%	20%

* Does not include robotics

** Most proprietary dispensers can be offered free of charge

The above grid represents our ceiling prices. Item by item or location by location, at our discretion WAXIE may choose to offer deeper discounts.

Campuses committed to making all JanSan purchases from WAXIE and spending at least \$100,000 annually may achieve as much as 20% additional savings.

Use of DVBE or SB Contractors requires a 5% additional fee.

Price List and Catalog
Free Delivery Zip Codes

Due to file constraints, please contact CollegeBuys at CBcontracts@foundationccc.org for pricing sheets and list of free delivery zip codes in Excel format.

EXHIBIT F

CONTRACTOR COMMITMENT & PROGRAM PROMOTION

Contractor Commitment

The Foundation for California Community Colleges (“Foundation”) asks each Contractor to make four basic commitments to ensure the overall success of the program.

Corporate Commitment - A commitment that the Foundation has the support of senior management, and that the Foundation contract is the Contractor’s primary offering to Participating Agencies, specifically to the California Community Colleges. The Contractor shall make its existing public and private agency clients aware of its Foundation contract, and upon the public and private agency’s request, such agency will be transitioned to the Contractor’s Foundation contract.

Sales Commitment - A commitment that the Contractor will market Foundation contract and that the sales force will be trained, engaged and committed to offering Foundation agreement to Participating Agencies nationwide, with a further commitment that all Foundation sales be accurately and timely reported.

Service Commitment - A commitment that the Contractor will provide at minimum the level of service defined in the agreement to any and all Participating Agencies purchasing through Foundation’s contract.

Communication and Information Commitment - Establish the following communication links to facilitate customer access and communication:

- A toll-free national telephone for inquiries and orders
- Regional or toll-free fax number for inquiries and orders
- An email address for general inquiries
- Provide the following for Foundation website use:
 - Standard logos
 - Summary of products and pricing
 - Information web-link to Contractor’s website
 - Overall information about Contractor
 - Other promotional material as desired

Contractor Program Promotion

The Foundation recognizes that each Contractor has a successful business and may choose to meet its commitments to Foundation purchasing programs in a variety of ways that best suit the contractors’s business model, organization and market approach. The following are Program Standards intended to assist the Contractor in successfully implementing the Foundation contract:

Account Management Team – The Contractor shall provide an Account manager with the authority and responsibility for the overall success of the Foundation contract within the Contractor’s organization. The Contractor shall also designate a Lead Referral Contact Person, responsible for receiving communications from Foundation concerning new public agency registrations, and for ensuring timely follow up by the Contractor’s staff to requests for contact from public school districts. Additionally, Foundation suggests the Contractor implement and support a

Contractor-based internet web page dedicated to the Contractor's Foundation program and linked to the CollegeBuys website.

Quarterly Review – Upon request, Foundation will schedule a quarterly review with the Contractor to evaluate the Contractor's performance of Contractor Commitments and Program Standards outlined herein.

Foundation Purchasing Program Awareness – Foundation is responsible for raising the awareness of the overall Foundation purchasing program concept and programs to Participating Agencies. This work is intended to supplement and enhance the direct sales effort of the Contractor. The Contractor assists by providing promotional material such as logos and by participating in related trade shows and conferences. Foundation employs a team, a web-based lead referral system, a network of partner associations, direct mail, the Internet and newsletters and other publications to increase CollegeBuys awareness.

Contractor Sales - Contractor is responsible for proactive direct sales of Contractor's goods and services to Participating Agencies and the timely follow up to leads established by Foundation. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the CollegeBuys logo. Foundation will provide each Contractor with its logo and the standards to be employed in the use of the logo. At a minimum, the Contractor's sales initiatives should communicate:

- Best educational pricing focused on the Total Cost of Ownership (TCO)
- No cost to participate
- Non-exclusive contracts

Sales Force Training - Contractor is responsible for the training of its sales force on the Foundation contract. Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:

- Key features of Foundation contract
- Understanding of the process of development of the Agreement
- Working knowledge of Foundation Organization and Solicitation Process
- Awareness of the range of Participating Agencies that can access Foundation

EXHIBIT G

COOPERATIVE UTILIZATION

This Master Agreement is available to any and all public agencies, public and private school districts, as well as public and private colleges or universities and their official auxiliary organizations (referred to individually as “Participating Entity” or collectively as “Participating Entities”), specifically including California State Universities and California Community Colleges, which are supported, in part, by the Foundation.

A list of all California State Universities, California Community Colleges, and AICCU Member Institutions is provided below for reference, it being understood that nothing in this Exhibit G shall preclude any Participating Entity that is not listed below from purchasing under the terms of this Contract.

List of California Community Colleges

District	College	College Address	City	Zip
Allan Hancock Joint CCD	Allan Hancock College	800 S. College Dr.	Santa Maria	93454
Antelope Valley CCD	Antelope Valley College	3041 West Ave K.	Lancaster	93536
Barstow CCD	Barstow College	2700 Barstow Rd	Barstow	92311
Butte-Glenn CCD	Butte College	3536 Butte Campus Dr.	Oroville	95965
Cabrillo CCD	Cabrillo College	6500 Soquel Dr.	Aptos	95003
Cerritos CCD	Cerritos College	111110 Alondra Boulevard	Norwalk	90650
Chabot-Las Positas CCD	Chabot College	25555 Hesperian Blvd.	Hayward	94545
Chabot-Las Positas CCD	Las Positas College	3033 Collier Canyon Rd.	Livermore	94551
Chaffey CCD	Chaffey College	5885 Haven Ave.	Rancho Cucamonga	91737
Citrus CCD	Citrus College	1000 West Foothill Blvd.	Glendora	91741
Coast CCD	Coastline Community College	11460 Warner Avenue	Fountain Valley	92708
Coast CCD	Golden West College	15744 Goldenwest St.	Huntington Beach	92647
Coast CCD	Orange Coast College	2701 Fairview Rd, PO Box 5005	Costa Mesa	92628
Compton CCD	Compton College	1111 Artesia Blvd.	Compton	90221
Contra Costa CCD	Contra Costa College	2600 Mission Bell Dr.	San Pablo	94806
Contra Costa CCD	Diablo Valley College	321 Golf Club Rd.	Pleasant Hill	94523
Contra Costa CCD	Los Medanos College	2700 E. Leland Rd.	Pittsburg	94565
Copper Mountain CCD	Copper Mountain College	6162 Rotary Way (PO Box 1398)	Joshua Tree	92252

District	College	College Address	City	Zip
Desert CCD	College of the Desert	43500 Monterey Ave	Palm Desert	92260
El Camino CCD	El Camino College	16007 Crenshaw Blvd.	Torrance	90506
Feather River CCD	Feather River College	570 Golden Eagle Ave	Quincy	95971
Foothill-De Anza CCD	De Anza College	21250 Stevens Creek Blvd.	Cupertino	95014
Foothill-De Anza CCD	Foothill College	12345 El Monte Rd	Los Altos Hills	94022
Gavilan CCD	Gavilan College	5055 Santa Teresa Blvd.	Gilroy	95020
Glendale CCD	Glendale College	1500 N Verdugo Rd.	Glendale	91208
Grossmont-Cuyamaca CCD	Cuyamaca College	900 Rancho San Diego Pkwy.	El Cajon	92019
Grossmont-Cuyamaca CCD	Grossmont College	8800 Grossmont College Dr.	El Cajon	92020
Hartnell Joint CCD	Hartnell College	156 Homestead Ave.	Salinas	93901
Imperial Valley CCD	Imperial Valley College	380 E. Aten	Imperial	92251
Kern CCD	Bakersfield College	1801 Panorama Dr.	Bakersfield	93305
Kern CCD	Cerro Coso Community College	3000 College Heights Blvd	Ridgecrest	93555
Kern CCD	Porterville College	100 E College Ave.	Porterville	93257
Lake Tahoe CCD	Lake Tahoe Community College	1 College Dr.	So. Lake Tahoe	96150
Lassen CCD	Lassen College	P.O. Box 3000	Susanville	96130
Long Beach CCD	Long Beach City College - Liberal Arts	1305 E Pacific Coast Hwy	Long Beach	90806
Los Angeles CCD	East Los Angeles College	1301 Avenida Cesar Chavez	Monterey Park	91754
Los Angeles CCD	Los Angeles City College	855 N Vermont Ave.	Los Angeles	90029
Los Angeles CCD	Los Angeles Harbor College	1111 Figueroa Pl.	Wilmington	90744
Los Angeles CCD	Los Angeles Mission College	13356 Eldridge Ave	Sylmar	91342
Los Angeles CCD	Los Angeles Pierce College	6201 Winnetka Ave., PMB 103	Woodland Hills	91371
Los Angeles CCD	Los Angeles Southwest College	1600 Imperial Hwy.	Los Angeles	90047
Los Angeles CCD	Los Angeles Trade-Tech College	400 W. Washington Blvd.	Los Angeles	90015
Los Angeles CCD	Los Angeles Valley College	5800 Fulton Ave.	Valley Glen	91401
Los Angeles CCD	West Los Angeles College	9000 Overland Ave.	Culver City	90230
Los Rios CCD	American River College	4700 College Oaks Dr.	Sacramento	95841

District	College	College Address	City	Zip
Los Rios CCD	Cosumnes River College	8401 Center Pkwy.	Sacramento	95823
Los Rios CCD	Folsom Lake College	100 Clarksville Road	Folsom	95630
Los Rios CCD	Sacramento City College	3835 Freeport Blvd.	Sacramento	95822
Marin CCD	College of Marin	835 College Ave.	Kentfield	94904
Mendocino-Lake CCD	Mendocino College	1000 Hensley Creek Rd.	Ukiah	95482
Merced CCD	Merced College	3600 M Street	Merced	95348
MiraCosta CCD	MiraCosta College	One Bernard Dr.	Oceanside	92056
Monterey Peninsula CCD	Monterey Peninsula College	980 Fremont St.	Monterey	93940
Mt. San Jacinto CCD	Mt. San Jacinto College	1499 N State St.	San Jacinto	92583
Mt. San Antonio CCD	Mt. San Antonio College	1100 N Grand Ave.	Walnut	91789
Napa Valley CCD	Napa Valley College	2277 Napa-Vallejo Hwy.	Napa	94558
North Orange County CCD	Cypress College	9200 Valley View Street	Cypress	90630
North Orange County CCD	Fullerton College	321 E. Chapman Ave.	Fullerton	92832
Ohlone CCD	Ohlone College	43600 Mission Blvd.	Fremont	94539
Online CCD	Calbright College	1070 Innovation Way	Sunnyvale	94089
Palo Verde CCD	Palo Verde College	One College Dr.	Blythe	92225
Palomar CCD	Palomar College	1140 West Mission Rd	San Marcos	92069
Pasadena Area CCD	Pasadena City College	1570 E. Colorado Blvd.	Pasadena	91106
Peralta CCD	Berkeley City College	2050 Center Street	Berkeley	94707
Peralta CCD	College of Alameda	555 Atlantic Avenue	Alameda	94501
Peralta CCD	Laney College	900 Fallon Street	Oakland	94607
Peralta CCD	Merritt College	12500 Campus Dr.	Oakland	94619
Rancho Santiago CCD	Santa Ana College	1530 w. 17TH St.	Santa Ana	92706
Rancho Santiago CCD	Santiago Canyon College	8045 E. Chapman Ave.	Orange	92869
Redwoods CCD	College of the Redwoods	7351 Tompkins Hill Rd.	Eureka	95501
Rio Hondo CCD	Rio Hondo College	3600 Workman Mill Rd.	Whittier	90601
Riverside CCD	Moreno Valley College	16130 Lasselle St.	Moreno Valley	92551
Riverside CCD	Norco College	2001 Third St.	Norco	92860

District	College	College Address	City	Zip
Riverside CCD	Riverside City College	4800 Magnolia Ave.	Riverside	92506
San Bernardino CCD	Crafton Hills College	11711 Sand Canyon Road	Yucaipa	92399
San Bernardino CCD	San Bernardino Valley College	701 S. Mt Vernon Ave.	San Bernardino	92410
San Diego CCD	San Diego City College	1313 Park Blvd.	San Diego	92101
San Diego CCD	San Diego Mesa College	7250 Mesa College Dr.	San Diego	92111
San Diego CCD	San Diego Miramar College	10440 Black Mountain Rd	San Diego	92126
San Francisco CCD	City College of San Francisco	50 Phelan Ave	San Francisco	94112
San Joaquin Delta CCD	San Joaquin Delta College	5151 Pacific Ave.	Stockton	95207
San Jose-Evergreen CCD	Evergreen Valley College	3095 Yuerba Buena Rd.	San Jose	95135
San Jose-Evergreen CCD	San Jose City College	2100 Moorpark Ave	San Jose	95128
San Luis Obispo County CCD	Cuesta College	P.O. Box 8106	San Luis Obispo	93403
San Mateo County CCD	Cañada College	4200 Farm Hill Boulevard	Redwood City	94061
San Mateo County CCD	College of San Mateo	1700 West Hillsdale Blvd.	San Mateo	94402
San Mateo County CCD	Skyline College	3300 College Dr.	San Bruno	94066
Santa Barbara CCD	Santa Barbara City College	721 Cliff Dr.	Santa Barbara	93109
Santa Clarita CCD	College of the Canyons	26455 Rockwell Canyon Rd.	Santa Clarita	91355
Santa Monica CCD	Santa Monica College	1900 Pico Blvd	Santa Monica	90405
Sequoias CCD	College of the Sequoias	915 S. Mooney Blvd.	Visalia	93277
Shasta-Tehama-Trinity Joint CCD	Shasta College	P.O. Box 496006	Redding	96049
Sierra Joint CCD	Sierra College	5100 Sierra College Blvd	Rocklin	95677
Siskiyou Joint CCD	College of the Siskiyous	800 College Ave.	Weed	96094
Solano CCD	Solano Community College	4000 Suisun Valley Rd.	Fairfield	94534
Sonoma County JCD	Santa Rosa Junior College	1501 Mendocino Ave.	Santa Rosa	95401
South Orange County CCD	Irvine Valley College	5500 Irvine Center Dr.	Irvine	92720
South Orange County CCD	Saddleback College	28000 Marguerite Parkway	Mission Viejo	92692
Southwestern CCD	Southwestern College	900 Otay Lakes Rd.	Chula Vista	91910
State Center CCD	Clovis College	10309 N. Willow Avenue	Fresno	93730

District	College	College Address	City	Zip
State Center CCD	Fresno City College	1101 E University Ave.	Fresno	93741
State Center CCD	Madera College	30277 Avenue 12	Madera	93638
State Center CCD	Reedley College	995 North Reed Ave.	Reedley	93654
Ventura County CCD	Moorpark College	7075 Campus Rd	Moorpark	93201
Ventura County CCD	Oxnard College	4000 S Rosa Ave.	Oxnard	93033
Ventura County CCD	Ventura College	4667 Telegraph Rd.	Ventura	93003
Victor Valley CCD	Victor Valley College	18422 Bear Valley Rd.	Victorville	92392
West Hills CCD	West Hills College Coalinga	300 Cherry Lane	Coalinga	93210
West Hills CCD	West Hills College Lemoore	555 College Ave.	Lemoore	93245
West Kern CCD	Taft College	29 Emmons Park Dr.	Taft	93268
West Valley-Mission CCD	Mission College	3000 Mission College Blvd	Santa Clara	95054
West Valley-Mission CCD	West Valley College	14000 Fruitvale Ave.	Saratoga	95070
Yosemite CCD	Columbia College	11600 Columbia College Dr.	Sonora	95370
Yosemite CCD	Modesto Junior College	435 College Ave.	Modesto	95350
Yuba CCD	Woodland Community College	2300 E. Gibson Rd.	Woodland	95776
Yuba CCD	Yuba College	2088 N. Beale Rd.	Marysville	95901

List of California State Universities

Institution	Address	City	Zip
California State University, Bakersfield	9001 Stockdale Highway	Bakersfield	93311
California State University, Channel Islands	1 University Drive	Camarillo	93012
California State University, Chico	400 West First Street	Chico	95929
California State University, Dominguez Hills	1000 E. Victoria Street	Carson	90747
California State University, East Bay	25800 Carlos Bee Boulevard	Hayward	94543
California State University, Fresno	5421 N. Maple Avenue	Fresno	93740
California State University, Fullerton	800 N. State College Boulevard	Fullerton	92831
Humboldt State University	1 Harpst Street	Arcata	95521
California State University, Long Beach	1250 Bellflower Boulevard	Long Beach	90840
California State University, Los Angeles	5151 State University Drive	Los Angeles	90032
California State University Maritime Academy	200 Maritime Academy Drive	Vallejo	94590
California State University, Monterey Bay	5108 Fourth Avenue	Marina	93933
California State University, Northridge	18111 Nordhoff Street	Northridge	91330
California State Polytechnic University, Pomona	3801 West Temple Avenue	Pomona	91768
California State University, Sacramento	6000 J Street	Sacramento	95819
California State University, San Bernardino	5500 University Parkway	San Bernardino	92407
San Diego State University	5500 Campanile Drive	San Diego	92182
San Francisco State University	1600 Holloway Avenue	San Francisco	94132
San Jose State University	One Washington Square	San Jose	95192
California State Polytechnic University, San Luis Obispo	1 Grand Avenue	San Luis Obispo	93407
California State University, San Marcos	333 South Twin Oaks Valley Road	San Marcos	92096
Sonoma State University	1801 East Cotati Avenue	Rohnert Park	94928
California State University, Stanislaus	One University Circle	Turlock	95382

List of AICCU Member Institutions

Institution	Address	City	Zip
American Jewish University	15600 Mulholland Drive	Los Angeles	90077
Antioch University	400 Corporate Pointe	Culver City	90230
ArtCenter	1700 Lida Street	Pasadena	91103
Biola University	13800 Biola Avenue	La Miranda	90639
Brandman University	16355 Laguna Canyon Road	Irvine	92618
California Baptist University	8432 Magnolia Avenue	Riverside	92504
California College of the Arts	1111 Eighth Street	San Francisco	94107
California Institute of Integral Studies	1453 Mission Street	San Francisco	94107
California Institute of Technology	1200 E. California Boulevard	Pasadena	91125
California Institute of the Arts	24700 McBean Parkway	Valencia	91355
California Lutheran University	60 W. Olsen Road	Thousand Oaks	91360
Chapman University	One University Drive	Orange	92866
Charles R. Drew University	1731 East 120th Street	Los Angeles	90059
Chicago School of Professional Psychology	617 W. 7th Street	Los Angeles	90017
Claremont Graduate University	150 E. 10th Street	Claremont	91711
Claremont McKenna College	888 Columbia Avenue	Claremont	91711
Columbia College Hollywood	18618 Oxnard Street	Tarzana	91356
Concordia University Irvine	1530 Concordia West	Irvine	92612
Dominican University of California	50 Acacia Avenue	San Raphael	94901
Fielding Graduate University	2020 De la Vina Street	Santa Barbara	93105
Fresno Pacific University	1717 S. Chestnut Ave. East Hall	Fresno	93702
Golden Gate University	536 Mission Street	San Francisco	94105
Harvey Mudd College	301 Platt Boulevard	Claremont	91711
Holy Names University	3500 Mountain Boulevard	Oakland	94619
Humphreys University	6650 Inglewood Avenue	Stockton	95207
International Technological University	2711 North First Street	San Jose	95134
John F. Kennedy University	100 Ellinwood Way	Pleasant Hill	94523
Keck Graduate Institute	535 Watson Drive	Claremont	91711
La Sierra University	4500 Riverwalk Parkway	Riverside	92505
Laguna College of Art + Design	2222 Laguna Canyon Road	Laguna Beach	92651
Life Pacific College	1100 West Covina Boulevard	San Dimas	91733
Loma Linda University	11139 Anderson Street	Loma Linda	92350
Los Angeles Pacific University	300 N. Lone Hill Ave., # 200	San Dimas	91733

Institution	Address	City	Zip
Loyola Marymount University	1 LMU Drive	Los Angeles	90045
Marymount California University	30800 Palos Verdes Dr. East	Rancho Palos Verdes	90275
Menlo College	1000 El Camino Real	Atherton	94027
Mills College	5000 MacArthur Boulevard	Oakland	94613
Mount Saint Mary's University	12001 Chalon Road	Los Angeles	90049
National University	11255 North Torrey Pines Road	La Jolla	92037
National University, Sacramento	9320 Tech Center Drive	Sacramento	95826
Notre Dame de Namur University	1500 Ralston Avenue	Belmont	94002
Occidental College	1600 Campus Road	Los Angeles	90041
Otis College of Art and Design	9045 Lincoln Boulevard	Los Angeles	90045
Pacific Oaks College	55 West Eureka Street	Pasadena	91103
Pacific Union College	One Angwin Avenue	Angwin	94508
Palo Alto University	1791 Arastradero Road	Palo Alto	94304
Pepperdine University	24255 Pacific Coast Highway	Malibu	90263
Pitzer College	1050 N. Mills Avenue	Claremont	91711
Point Loma Nazarene University	3900 Lomaland Drive	San Diego	92106
Pomona College	333 N. College Way	Claremont	91711
Providence Christian College	1539 E. Howard Street	Pasadena	91104
Saint Mary's College of California	1928 Saint Mary's Road	Moraga	94556
Samuel Merritt University	3100 Telegraph Ave.	Oakland	94609
San Diego Christian College	200 Riverview Parkway	Santee	92071
San Francisco Art Institute	800 Chestnut Street	San Francisco	94133
San Francisco Conservatory of Music	50 Oak Street	San Francisco	94102
Santa Clara University	500 El Camino Real	Santa Clara	95050
Saybrook University	475 14th Street, 9th Floor	Oakland	94612
Scripps College	1030 N. Columbia	Claremont	91711
Simpson University	2211 College View Drive	Redding	96003
Soka University of America	1 University Drive	Aliso Viejo	92656
Southern CA Institute of Architecture	960 E. 3rd Street	Los Angeles	90013
Southern CA University of Health Sciences	16200 Amber Valley Drive	Whittier	90604
Stanford University	450 Serra Mall	Stanford	94305
TCS Education System	475 14th Street, 9th Floor	Oakland	94612
The Claremont Colleges Services	101 South Mills Avenue	Claremont	91711
The Master's University	21726 Placerita Canyon Road	Santa Clarita	91321
Thomas Aquinas College	10,000 Ojai Road	Santa Paula	93060

Institution	Address	City	Zip
Touro College and University System	43 West 23rd Street	New York	10010
Touro University California	1310 Club Drive	Vallejo	94592
Touro University Worldwide	10609 Calle Lee, Ste. 179	Los Alamitos	90720
University of La Verne	1950 3rd Street	La Verne	91750
University of La Verne College of Law	320 East D Street	Ontario	91764
University of Redlands	1200 East Colton Avenue	Redlands	92374
University of Saint Katherine	1637 Capalina Road	San Marcos	92069
University of San Diego	5998 Alcalá Park	San Diego	92110
University of San Francisco	2130 Fulton Street	San Francisco	94117
University of Southern California	University Park	Los Angeles	90089
University of the Pacific	3601 Pacific Avenue	Stockton	95211
University of the West	1409 Walnut Grove Avenue	Rosemead	91770
Vanguard University of Southern CA	55 Fair Drive	Costa Mesa	92626
Western University of Health Sciences	309 East Second Street, College Plaza	Pomona	91766
Westmont College	955 La Paz Road	Santa Barbara	93108
Whittier College	13406 East Philadelphia	Whittier	90608
Whittier Law School	3333 Harbor Boulevard	Costa Mesa	92626
William Jessup University	2121 University Avenue	Rocklin	95765
Woodbury University	7500 N Glenoaks Blvd	Burbank	91504
Zaytuna College	1712 Euclid Avenue	Berkeley	94709

EXHIBIT H

CONTRACT/RFP MODIFICATIONS

The parties have agreed to the following modifications based on the Supplier's response for RFP 21-001

In the event of any conflict between the below terms and any Exhibit, the below terms shall apply:

- Supplier accepts regularly stocked merchandise in its original packaging, in re-saleable condition, for return and credit for most transactions within sixty (60) days of purchase. After sixty (60) days, a 15% restocking fee and return freight may be charged.
- Chemical Returns are determined based on whether or not the product label is GHS Compliant on the expiration date of the product. If the product is expired or about to expire, the product is not eligible for return.
- Non-stock items may be returned within sixty (60) days of purchase, if in their original packaging, in re-saleable condition, and vendor is willing to take them back. Restocking fee plus actual freight charges will be incurred.
- Products shipped in error will be accepted for return within sixty (60) days if they are in their original packaging and in re-saleable condition. Products shipped in error should not be accepted by the customer.
- Custom order items that are altered specifically for a customer are not returnable. Products of this type, particularly logoed items, are not shipped without the written approval of the customer.
- Equipment parts may be returned within sixty (60) days from the date of invoice, if they are in re-sellable condition. Returned parts are subject to a 25% restocking fee and any applicable freight to return back to the manufacturer.

EXHIBIT I

COPY OF RFP 21-001

For a copy of the RFP, please contact:

CollegeBuys Contracts
cbcontracts@foundation.ccc.org

EXHIBIT J

SUPPLIER RESPONSE TO RFP 21-001

For access to Supplier Response to Janitorial Supplies and Equipment RFP, please contact:

CollegeBuys Contracts

cbcontracts@foundation.ccc.org

EXHIBIT K

RFP DOCUMENTATION

- (1) Certificate of Insurance
- (2) Proof of Publication
- (3) Board Documents