

UCI Procurement Services **SMALL BUSINESS FIRST WAIVER****For non-Federally funded purchases \geq \$10,000 and \leq \$250,000**

Before using this Waiver: Please review the [Small Business First webpage](#) for the [Small Business First Process Map](#) and additional training resources. Where possible, purchases should be made through existing [contracted suppliers and strategically sourced agreements](#) which are not required to go through the Small Business First (SB1st) program. If a contracted supplier is not utilized, the purchasing department should first try to [use these SB/DVBE search platforms](#) to identify a SB/DVBE in the desired commodity or our [list of certified preferred vendors](#). UCI accepts the following [certifications](#). Please contact smallbusiness@uci.edu for help in finding a SB/DVBE. For additional information on how to fill out this form, please refer to UCI's [SB1st instructions](#) found on our website.

Small Business First Policy: [UC Policy BUS-43](#) requires that all **non-construction** and **non-federally funded** purchases between \geq \$10,000 and \leq \$250,000 annually (excluding tax but including shipping) that cannot be procured via an existing strategically sourced agreement, must be awarded to a certified Small Business (SB) or Disabled Veteran Business Enterprise (DVBE), wherever practicable.

Waiver Exemptions. These purchases and/or agreement types are exempt from the Small Business First policy and **do not** require a waiver:

- **Sole Source/Unique Professional Services/Emergency purchases:**
 - **Sole Source:** Either 'one-of-a-kind' – specific features essential for task or project completion; available from only one source in the world. Or 'match existing' – specific proprietary item(s) compatible with existing equipment/systems and change of brand/manufacturer would compromise continuity and integrity of project.
 - **Unique Professional/Personal Services:** **Specific** unique qualifications selected supplier will provide.
 - **Emergency:** Failure to act immediately may result in significant bodily harm, loss or damage of property, violation of law, or cause significant liability to University or University community.
- **Purchases through existing [strategically sourced agreements](#):** An existing agreement competitively bid via RFP at systemwide or campus level; these include existing agreements for hotel and event spaces, catering, entertainment and travel partnerships, etc.
- **Federally funded purchases:** These fall under [Federal requirements](#).
- **Design & Construction:** All contracts, bids and purchases governed by [UC Facilities Manual](#) for compliance are exempt. However, Design & Construction-related purchases governed by procurement compliance must adhere to SB1st program (Ex: facility maintenance, equipment purchase, etc.).
- **Interagency Agreements:** Agreements with government agencies (Ex: CalFire, Transit Authorities, Utilities, Waste & Recycling agencies, etc.) take precedence.
- **Federal/local Government Agreements:** Agreements with cities, counties, Federal governments fall under existing guidelines for those government agencies.
- **Research Sub-awards:** These are governed by existing underlying agreements.
- **Higher education institution agreements:** Agreements between UC and other higher education institutions to provide specialized services needed by other institutions (Ex: biological testing, data analysis, technical advisors, specialized research services, etc.).
- **Concessions:** Agreements giving suppliers rights/licenses to operate in university locations (usually contracts with food/drink/apparel vendors).
- **Revenue/reimbursement contracts:** Revenue generation agreements – not usually considered a typical procurement contract (Ex: Service Core services; fabrication, design, developing tools for research; stores/cafes/brands revenue sharing; Pepsi Bottling, Peet's Coffee, etc.).
- **Medical and patient care contracts:** Typically, medication/prescriptions, medical devices, etc.

Waiver Requirements. This entire Waiver must be completed by the responsible requesting party prior to submission for approval. (Refer to [SB1st Waiver Completion Instructions](#) for detailed help.) The SB1st Waiver must be approved by Doreen Tannenbaum **BEFORE** making a purchase or contracting with a company that is not an SB/DVBE. (NOTE: non-Federally funded awards valued over \$100,000 must also be reported and attached to the waiver using the [Source Selection & Price Reasonableness form](#).)

- A. **Requisition #:** 123456 **Dollar Amount:** \$36,000
Department: Division of Continuing Education **Supplier:** StudentRecruit

(For PALCard purchases, enter PALCard for the Requisition #. Enter the full name of your department. Waivers containing abbreviations listed for Department name will be voided and returned.)

- B. **Reason for Waiver Request (REQUIRED).** (Choose only one and provide more detail in Justification Narrative below. If no box is selected, the waiver will be voided and returned.)

- Insufficient number of SB/DVBE suppliers identified or unable to obtain enough valid quotes
 Unable to meet specifications
 Supplier declined to become a certified SB or DVBE
 Other (provide additional information in the next section)

- C. **Justification Narrative (REQUIRED).** Detail in the field below the unique circumstances and/or specifications that support your selection in Section B above. This narrative must clearly state why awarding to a non-SB/ DVBE is the **only** means of meeting the requirements for the Scope of Work. (NOTE: Pre-work with the selected supplier to customize the equipment or service, thereby excluding competition, is not an allowable justification.)

Descriptive justification of why the vendor was chosen. If your searches yield results for alternate vendors please clearly explain why the chosen vendor's goods/services are unique or, consult with the requester on why this is the only vendor you can use for this request.

- D. **Attach Relevant Documentation.** Please attach any relevant documentation to support this waiver. (Documentation examples: failed solicitations; correspondence from the manufacturer, supplier, program; documentation of Small Business Officer assistance; documentation of supplier search/bidders list; past procurement data search or previous contract information; or evidence of SB/DVBE recruitment efforts.)

E. **REPRESENTATION**

By signing below, I hereby certify the foregoing is true and correct to the best of my knowledge.

Dept. Responsible Party Signature: Peter Anteater Date: 5/16/2023

Dept. Responsible Party Name: Peter Anteater Email: peter.anteater@uci.edu

Dept. Responsible Party Title: Program Manager

F. **WAIVER APPROVAL**

Policy Exception Authority Signature: _____ Date: _____

Policy Exception Authority Name: Doreen Tannenbaum Email: doreen.tannenbaum@uci.edu

Policy Exception Authority Title: Strategic Initiatives and Communications Manager, UCI Procurement Services

[Redacted]

[Redacted]

[Redacted]

Offer valid until: 25 February, 2022

Subscription Start Date: 26 February, 2022

Renewal Date: 31 January, 2024

Your Details

University full name (the "Customer"): [Redacted]

Full Address: 510 E Peltason Dr, Irvine, CA 92697

Billing frequency: Annual

Contact name: [Redacted]

Contact email: [Redacted]

Contact telephone: [Contact telephone]

Your [Redacted] Subscription

Subscription length: 24 months

Product	Quantity	Price
[Redacted] [Redacted]	1	\$18,000
[Redacted] [Redacted]	1	\$18,000

Total price	\$ 36,000
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The above prices quoted are exclusive of any VAT or any other applicable taxes. Your invoice will reflect any taxes due, based on your location and any other factors.

Additional terms

[Additional terms]

Multi-Instance License

No

Incorporated terms

[Redacted text]

Data Protection and related matters notices:

In relation to art 3.7 of Schedule 1 - Data Processing Agreement, the point of contact for each party is as follows:

[Redacted text]

[Redacted text]

x _____

[Redacted text]

[Redacted text]

x _____

[Redacted text]

MINIMIZE MENU ←

Apply Filters Clear Filters Save Search

Filters Country: United States supplier.io Network BDR Eligible

ORGANIZATION NAME DESCRIPTION EMPLOYEES REVENUE TRUSTIQ COUNTRY LOCATION STATE NAICS INDUSTRIES COUNCILS DIVERSITY SIZE SOCIAL

SEARCH BY Supplier Name Supplier Commodity Products & Services

Showing 10 results of 3,458 total

Add to List Select all 10 result(s) Actions Sort

- COMEVO INC. maintenance time, Our software allows you to optimize each student's experience while automating... TREES TECHNOLOGY COMPANY Software / Educational or reference software... POTAWATOMI SUPPORT SERVICES, LLC Computer services / Software maintenance and support... PEPELWERK LLC Software / Business function specific software... BTII INSTITUTE SAFe Agile Software Engineering with ASE Certification... GROUPTRAIL Software / Data management and query software... POPULUS GROUP LLC recruiting...

GROUPTRAIL

ALSO DOES BUSINESS AS : FMYI PORTLAND, OR

View Profile Add to List

DIVERSITY MINORITY-OWNED

SIZE SMALL

PRODUCTS & SERVICES

- Grouptrail

DESCRIPTION

Grouptrail is a collaborative database platform for helping your team achieve program goals. Because your data is more than just numbers and reaching goals makes an impact on people's lives. Grouptrail is proven and tested across over 60 districts, 1,000 schools, and millions of workspaces across nonprofits, universities, government agencies, and companies.

CONTACTS

JUSTIN YUEN justin@grouptrail.com

SEARCH HIGHLIGHTS

Product Categories Software / Data management and query software

Support