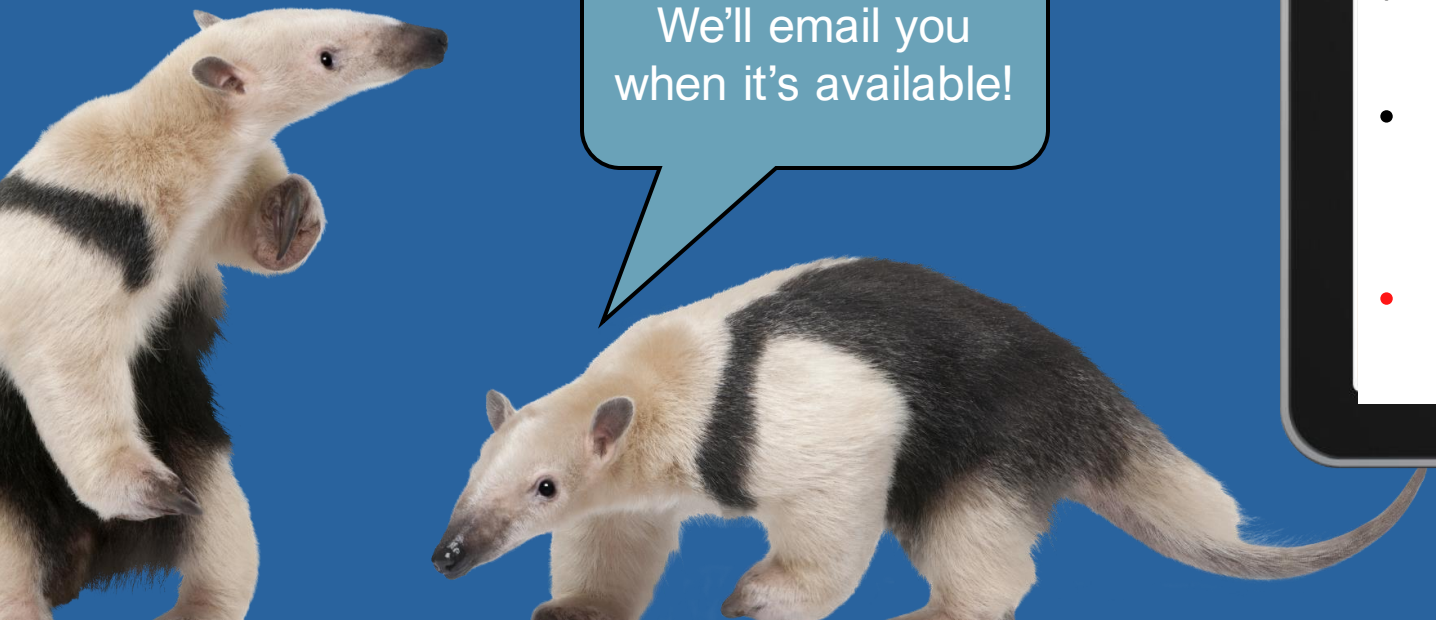
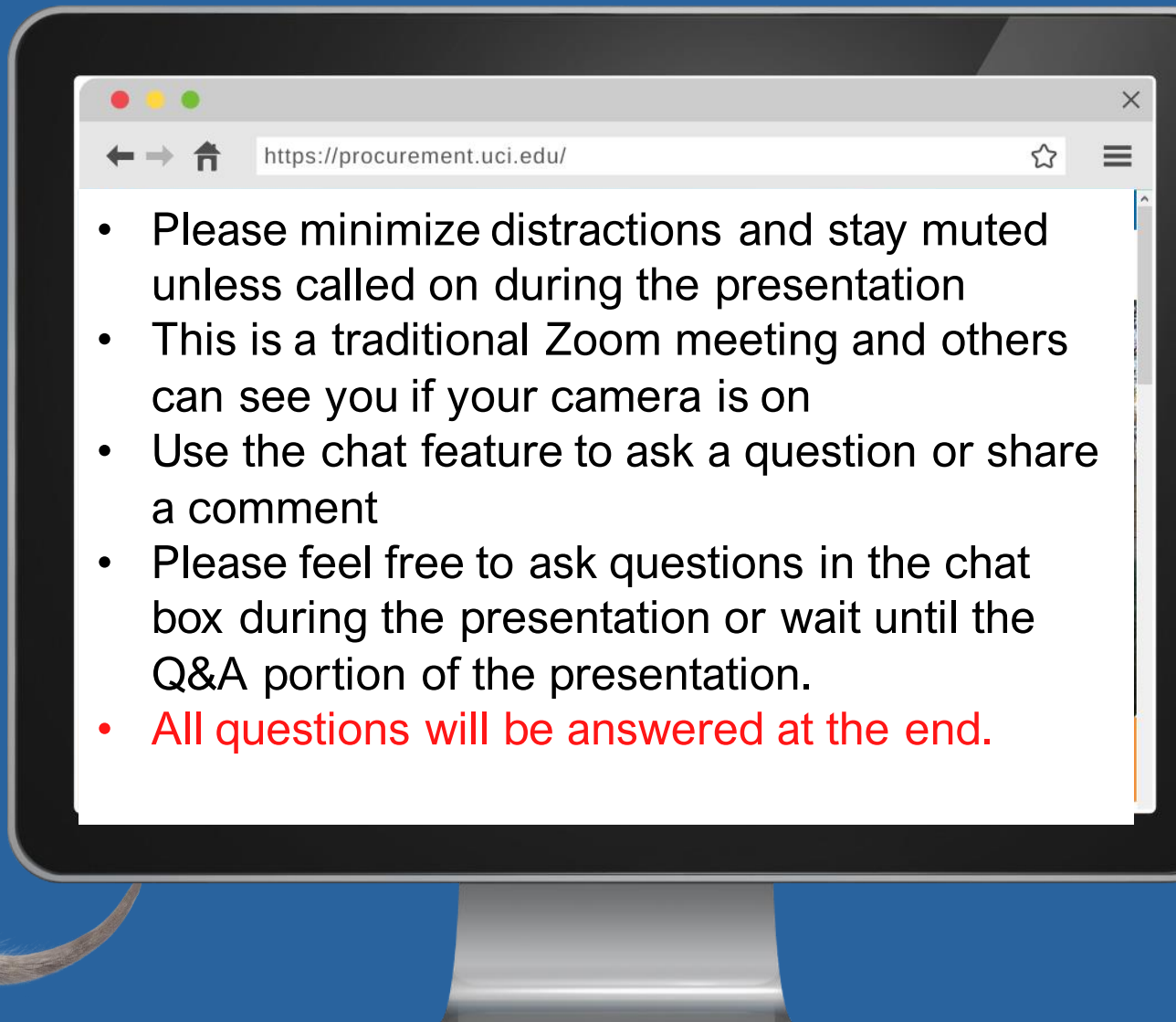
Welcome and thank you for joining!
This session will begin shortly.

THIS SESSION IS BEING RECORDED

and will be available on the Procurement Services website at: procurement.uci.edu.

We'll email you when it's available!





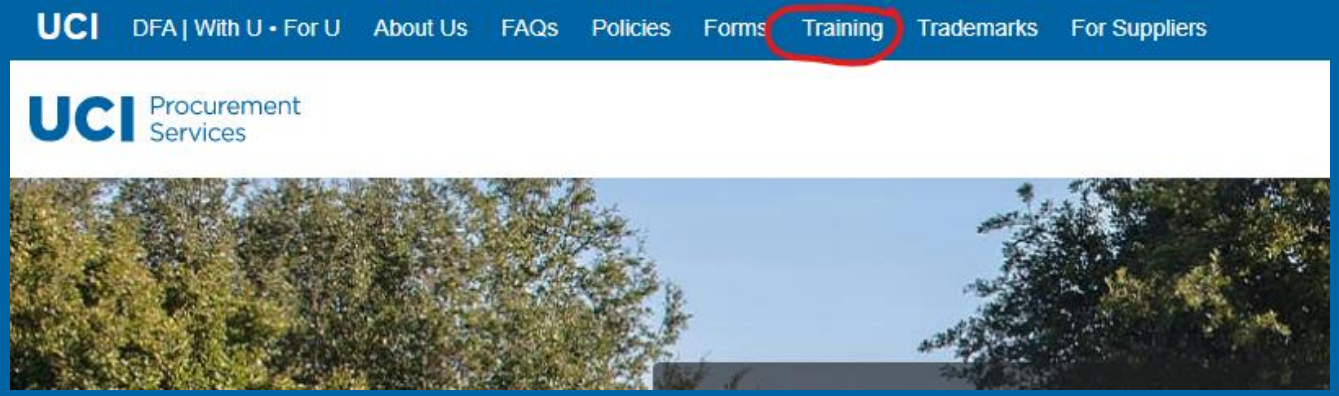
Buying Software and IT Services

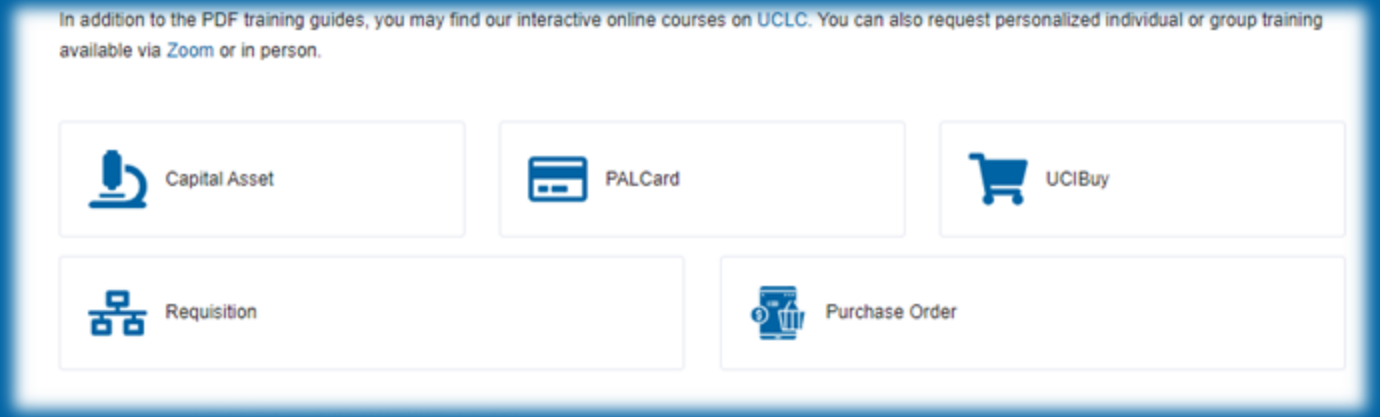
Procurement Services Department Buyer Training Session
Tuesday, September 19, 2023

UCI Division of Finance and Administration | With U • For U

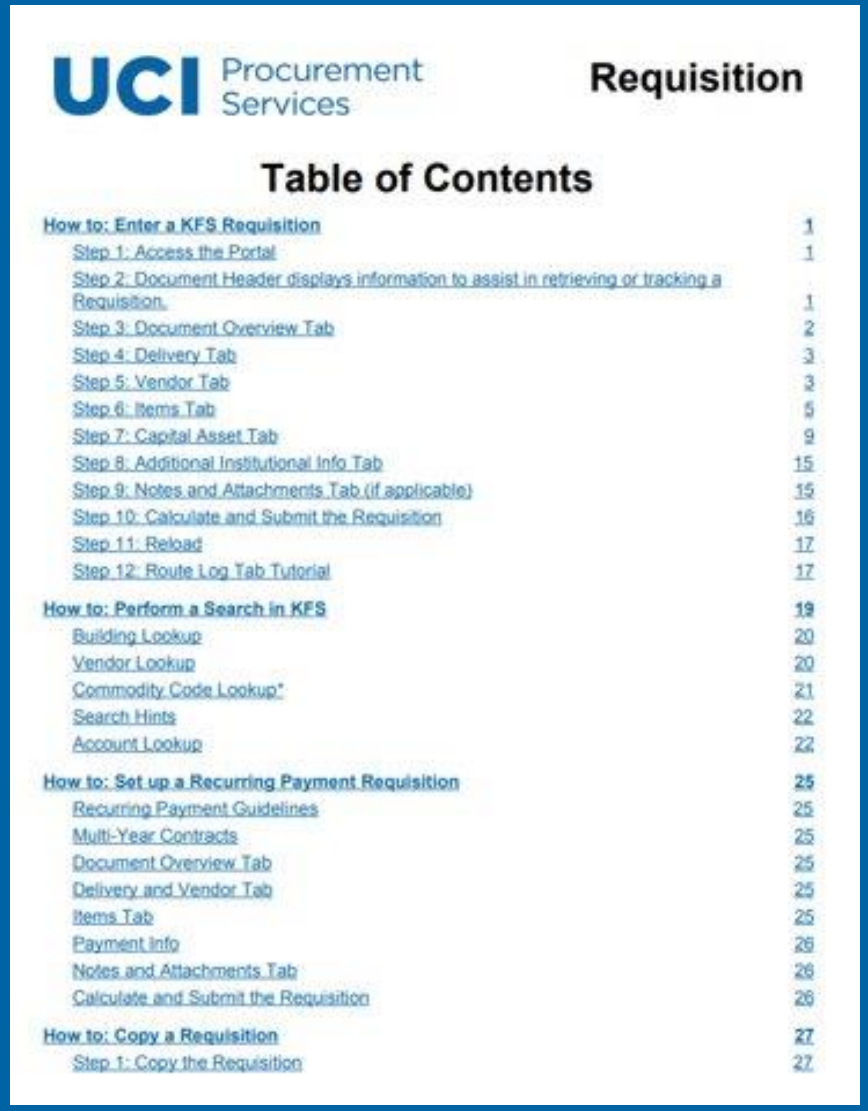
Procurement Training

Robust training guides are available on the Procurement website and can be accessed from the top of our website.





Procurement Training



UCI Procurement Services **Requisition**

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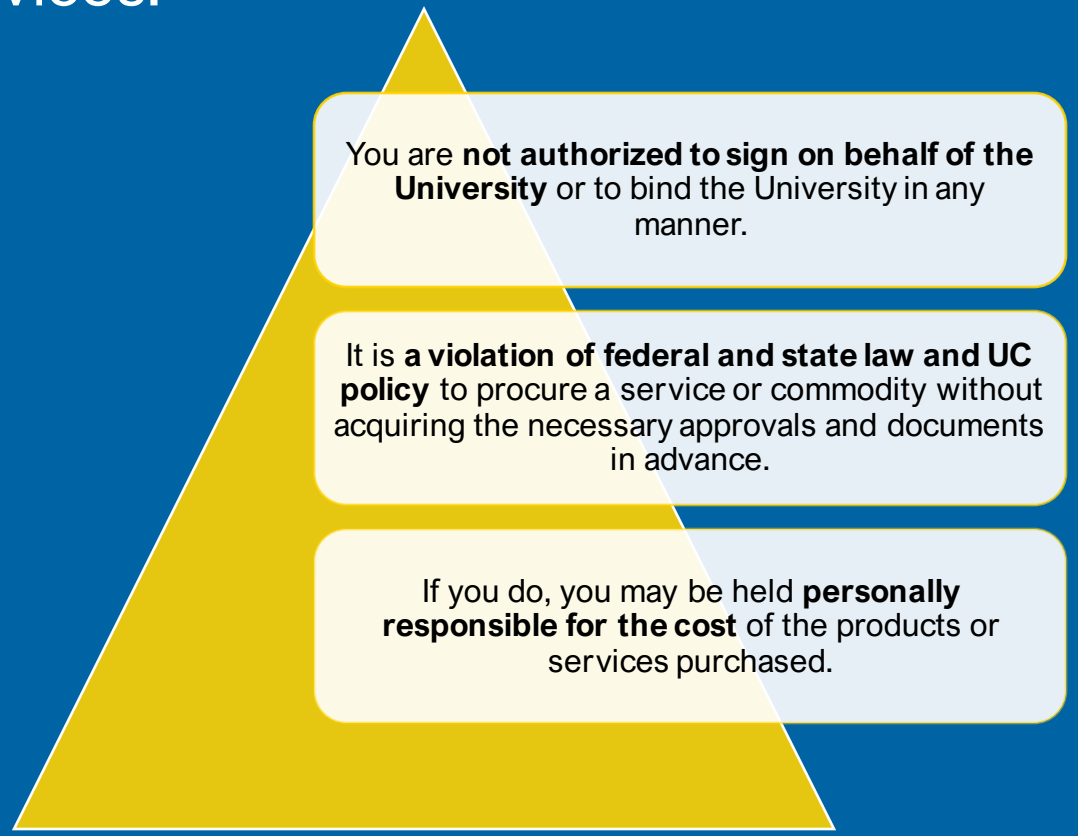
In addition to our guides and micro-learnings, you can request a one-on-one session conducted via Zoom for a more personalized learning experience.

Please contact procurement@uci.edu.

Remember

As an employee of a public university, it is your responsibility to comply with all procurement laws, rules, regulations, executive orders, policies and procedures concerning the purchase of goods and services:

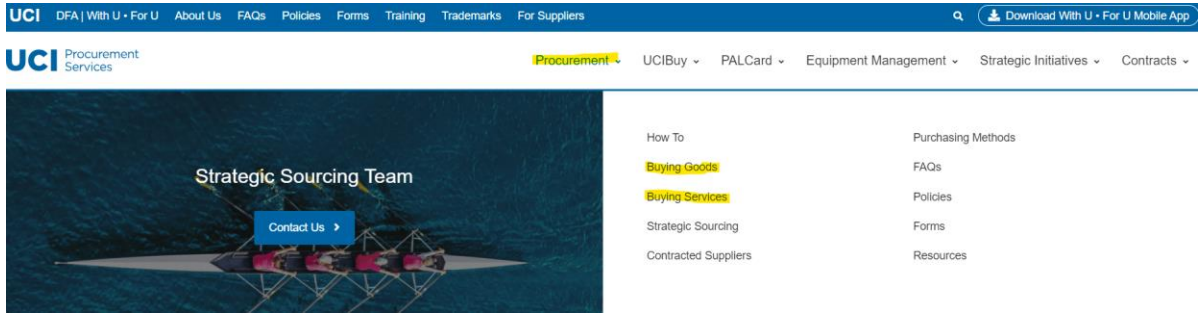
- UCOP BUS-43
- UCI 707-10
- UCI 701-23
- California Public Contract Code
- Uniform Guidance
- Small Business First
- Covered Services

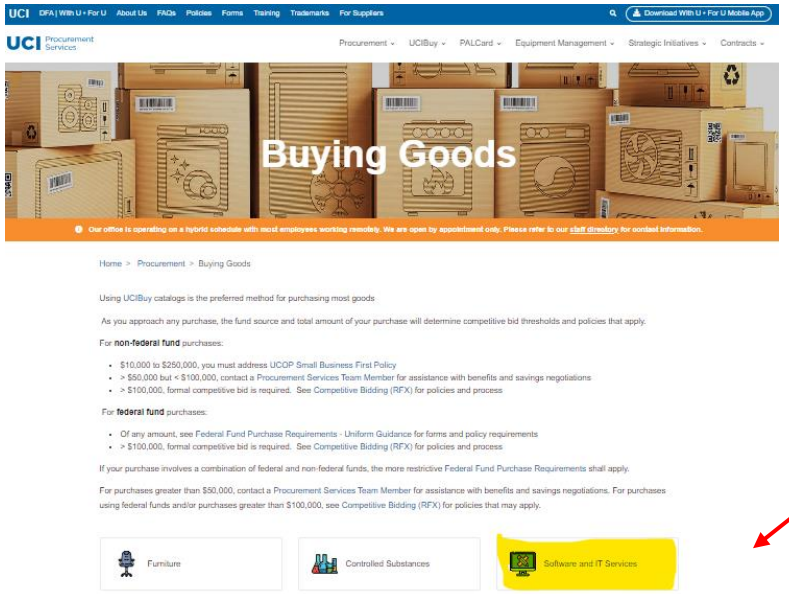


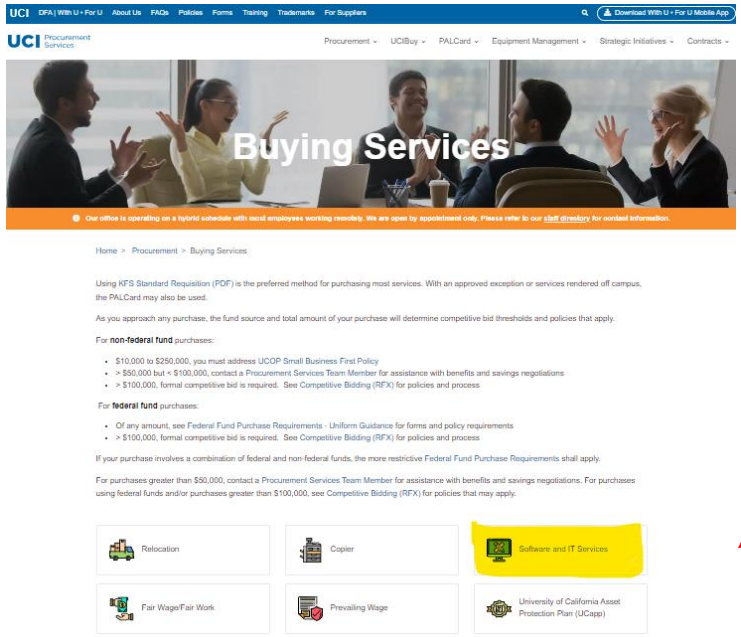
Today’s Agenda

- Welcome
- Buying Software and IT Services
- Resources
- Q & A

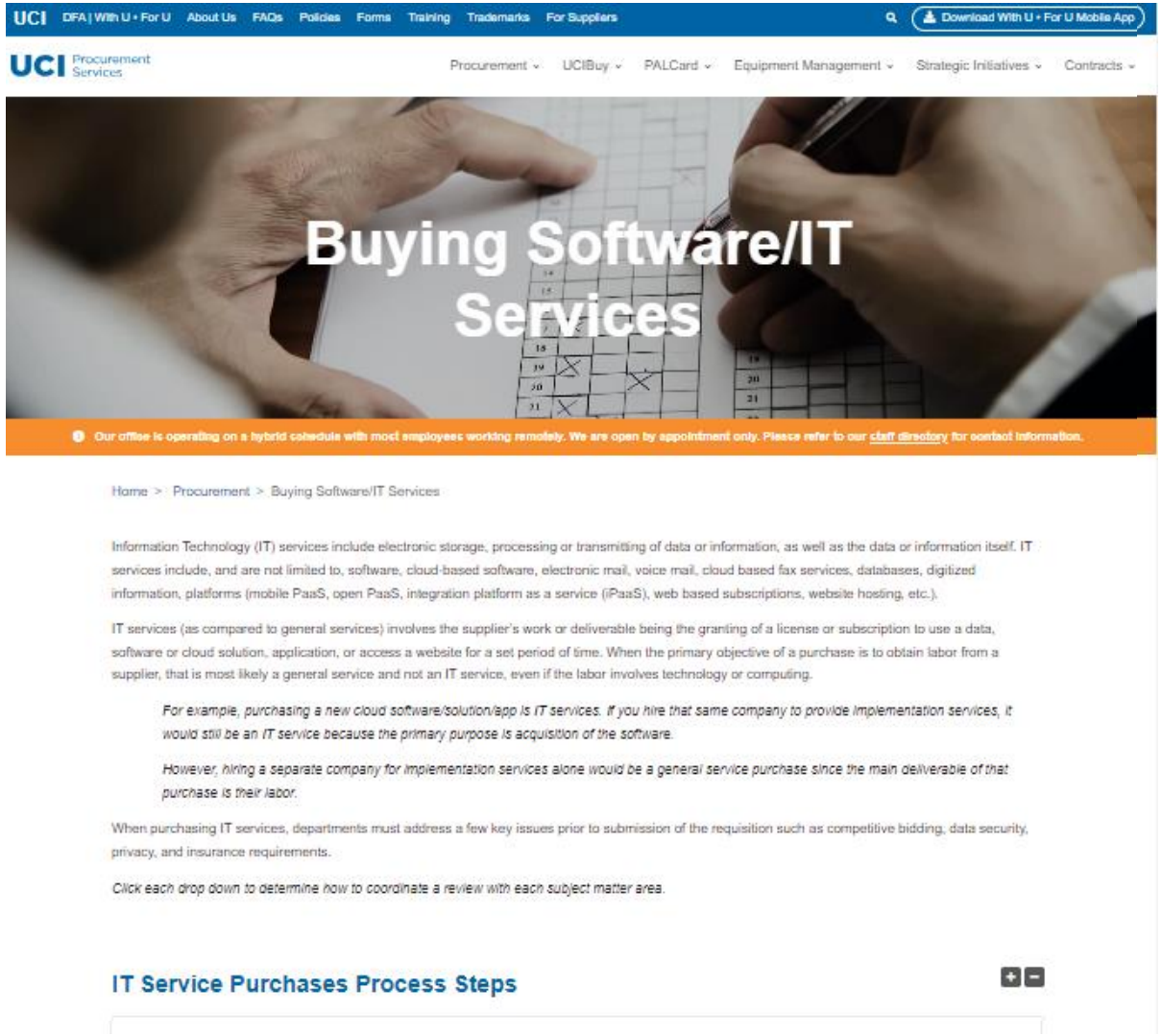
How to Navigate to the New Webpage

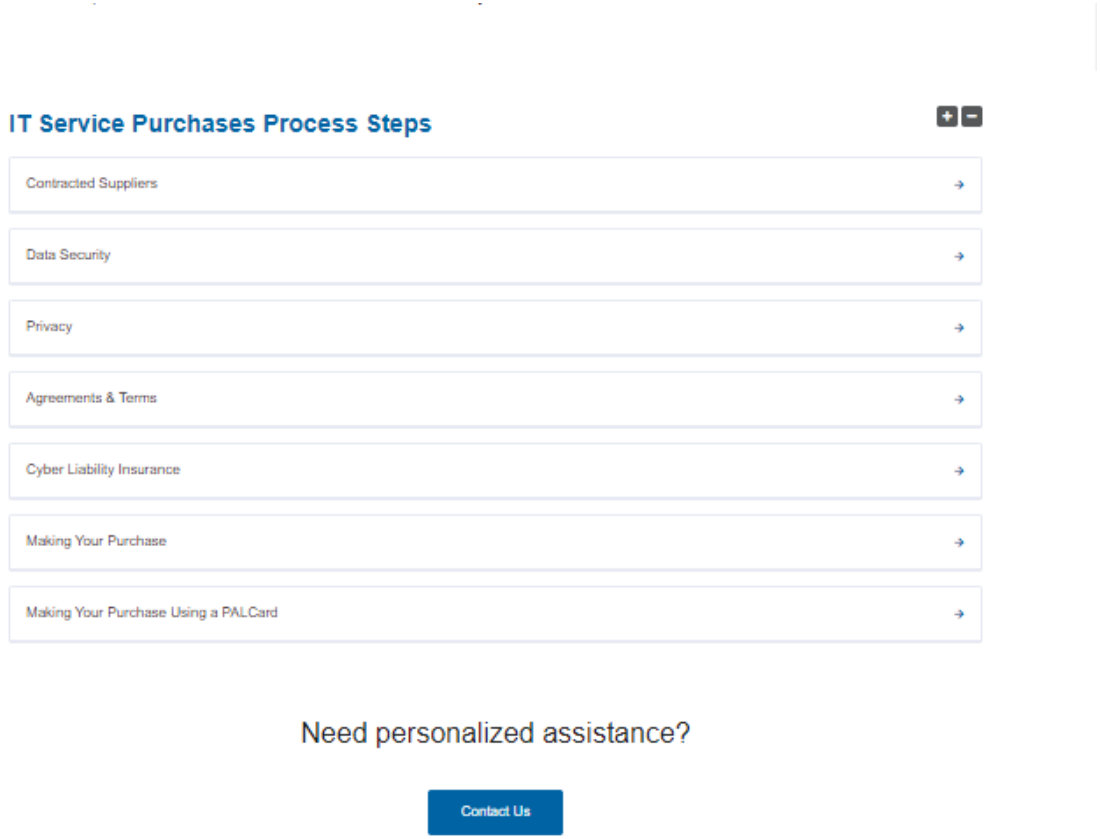






New Webpage





https://www.procurement.uci.edu/procurement/buying-software-it-services.php

Risk Services – BUS-63 Requirements

- Risk Management Offices ensure BUS-63 requirements have been met **BEFORE** the effective date of a contract, purchase order, or other agreement.
- All agreements between Suppliers and the University must include, as part of the contract:
  - **A requirement that the Supplier provides a Certificate of Insurance (COI) showing evidence of compliance with the established minimum insurance requirements.**
    - **Not providing the COI can Risk can delay Risk's analysis and approval.**
  - A requirement that the Supplier maintains minimum levels of insurance.
    - Cyber Insurance: this is based on the protection level and number of records.
  - A requirement that the Supplier adds the University as an Additional Insured (AI).
  - Indemnification: A provision to defend, indemnify and hold harmless the University from loss, injury or damage caused by or as a result of the Supplier's negligent or intentional acts arising out of the performance of the contract.

Risk Services – Common Issues

Risk review OIT Security Review.	• Include invaluable information on data protection levels, privacy concerns. • May include valuable information on system setup: Environmental factors like setup and encryption • Provide the basis for minimum Cyber insurance levels and Risk approvals.
Certificates of Insurance:	• Risk denials for inadequate Cyber Insurance. • Cyber vs Excess Cyber: Excess Cyber to get to the minimum insurance is ok in some situations. • Jurisdictional issues. • Request AI status for Cyber – if Supplier denies, move forward.

Indemnity & Limitation of Liability: "The amount of fees paid is not an accurate measure of the contract's Risk" - Wise Person, Richmon1.	• LOL must be read with any Indemnity provisions.
	  • Sometimes LOL carved out completely: 'Except for Indemnity obligations...'.
	  • Sometimes LOL carved out and "super"-capped: 'Indemnity obligations will not exceed 5 times the fees paid'.
	• Compared to Minimum Insurance reqs: may be pennies on the dollar.

Risk Services – Indemnity & Limitation of Liability

Indemnification means that one party assumes financial responsibility in the event of a specified loss. The language of an indemnification clause should only hold the University liable for the culpable acts or omissions of its own employees, officers, agents, students, invitees or guests.

One way indemnification; Mutual indemnification. Indemnification includes covered events which are subject to negotiation: In IT Contracts, most important Risks should be included (1) Data Breaches and (2) 3rd Party Infringement.

Recoverable Damages: All claims, liability, loss, expense (including reasonable attorneys' fees). Exceptions: Negligence and Gross Negligence: "but only in proportion to and to the extent … caused by or result from the negligent or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees or agents."

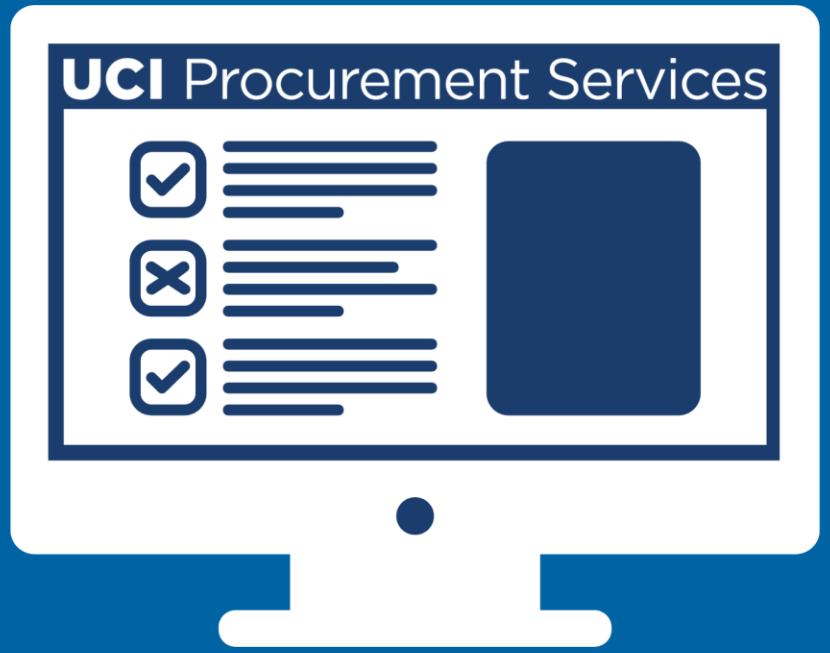
Limitation of Liability: Limits the amount recovered.

Resources

- Procurement Services
- Buying Software/IT Services webpage
- BUS-63
- Regents' Standing Order 100.4(dd)(9)
- Software and Hardware Resources

Survey

https://bit.ly/9-19-survey



Questions

Thank
You