The Regents
of
the University of California

REQUEST FOR PROPOSAL (RFP)

FOR

UC System-wide Job Order Contracting (JOC) Services
RFP# 002013-MAY2020
Date Issued: 7/1/2020

It is the Supplier's responsibility to read the entire document, any addendums and to comply with all requirements listed herein. Any addenda to this Request for Proposal will be directed to all participating Suppliers. It is the Suppliers responsibility to watch their e-mail for any addendums, notices, or changes to the RFP or process.

Issued By:	The Regents of the University of California
RFP Administrator:	Sean Parker, Senior Commodity Manager System-wide Procurement Services Strategic Sourcing – Professional & Consulting Services University of California, Office of the President 1111 Franklin Street, 10th Floor Oakland, CA 94607-5200

The information contained in this Request for Proposal (RFP) is confidential and proprietary to the University of California and is to be used by the recipient solely for the purpose of responding to this RFP.

TABLE OF CONTENTS

I.	University of California Overview	Page 1
II.	Introduction to the Request for Proposal	Page 2
III.	Proposal Evaluation Methodology	Page 3
IV.	RFP Schedule	Page 6
V.	Supplier Requirements	Page 6
VI.	General Information	Page 7
VII.	Scope of Services	Page 9
VIII.	Questionnaires	Page 15
IX.	Attachments Listed	Page 21

SECTION I: UNIVERSITY OF CALIFORNIA OVERVIEW

A) Background

The University of California ("UC"), one of the largest and most acclaimed institutions of higher learning in the world, is dedicated to excellence in teaching, research, health care and public service. It is a public institution with annual resources of over $34 billion and encompasses ten campuses, six medical schools and five medical centers, four law schools and a statewide Division of Agriculture and Natural Resources. The University is also involved in the operation and management of three national laboratories for the U.S. Department of Energy.

System-wide management of the University of California is assigned to the Office of the President based in Oakland, California. Its divisions oversee UC's academic mission, budget, external relations, legal matters, and business and financial activities (including the UC Office of the Chief Investments Officer). The University is governed by a Board of Regents consisting of 26 members, 18 of whom are appointed by the Governor for 12-year overlapping terms.

Website: https://www.universityofcalifornia.edu/

Established: 1868

Fiscal Year: 07.01.XX - 06.30.XX

Official incorporated entity: The Regents of the University of California

B) Job Order Contracting Operations Summary

UC Facilities and Construction Services departments operate system-wide providing guidance, support, and training to campus capital programs, construction and facilities staff. The University utilizes innovative strategic options to deliver projects, manage costs, and mitigate project risk by advocating industry best practices and crafting complementary policies, procedures, guidelines, contract documents, and educational opportunities.

The Job Order Contracting delivery method is one such option to provide value and efficiency to the campus stakeholders. Utilized by teams in Facilities Management, Design & Construction Services, Housing & Dining, and UC Health, the University JOC program covers a wide range of trade specific projects as well as recurring maintenance solutions. It is anticipated that over the potential 10 year agreement life, that the University JOC program will reach $30M in spend.

The University describes a job order contract (JOC) as a contract for a fixed term or maximum dollar value, whichever occurs first, in which a contractor is selected based on a competitive bid to perform various separate job orders during the life of the contract. Contract award is based on the bidding contractor's adjustment factor, a multiplier used to determine the

contractor's costs relative to the "pre-priced" unit costs compiled in a Unit Price Book. The adjustment factor represents all of the contractor's costs (indirect and direct) and profit not included in the pre-priced unit costs. The contract may be modified by amendment or change order. Change orders include additions to the Unit Price Book and the University's unilateral option to extend the contract.

Job order contracts are typically used for well-defined, recurring or repetitive work where quick execution is essential, not for single unique or complex projects.

The JOC has an initial term of one year, with options to extend the term twice for one year intervals at the sole discretion of the University. Each option may be exercised after the previous term has expired or the maximum dollar value for the term has been reached, whichever occurs first. The adjustment factor for the initial term may be updated for use in subsequent option terms based on changes in the Construction Cost Index.

The University's maximum value of each contract term is $5 million. The maximum value of any job order is $1,000,000. The guaranteed minimum value of work under the contract is $25,000. The minimum value of any job order is at the discretion of the campus.

Outside of the University, Participating Public Agencies may determine their maximum contract value at their discretion, including the maximum and minimum values pertaining to any job order associated with this Master Agreement.

SECTION II: INTRODUCTION TO THE REQUEST FOR PROPOSAL

The University of California seeks a system-wide agreement to administer its JOC Services program for one term of five (5) years with the University's option to renew five, one year extensions after the term is successfully completed (10 years total). The successful Supplier(s) shall be required to meet the requirements listed within this solicitation.

National Contract

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

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

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

The University anticipates spending approximately $30M over the full potential Master Agreement term for Job Order Contracting. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Job Order Contracting purchased under the Master Agreement through OMNIA Partners is approximately $100M. This projection is based on the current annual volumes among the University of California, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

All items are subject to review and approval by the University.

SECTION III: PROPOSAL EVALUATION METHODOLOGY

Responsive Proposals will be evaluated using a Best Value method. Best Value means the most advantageous balance of price/cost, quality, service performance and other elements, as defined by the University. University evaluators will determine the Proposal's value by scoring the Proposals based on a uniform set of weighted evaluation criteria. Each Proposal's Best Value score will be the average of all evaluators' total scores awarded for the Proposal. The University will have determined the Maximum Possible Price Score prior to the Proposal due date. The Proposal with the Maximum Possible Price Score will be considered the lowest responsive Proposal.

All other responsive Proposals will receive a proportion of the Maximum Possible Price Score equal to the quotient of the lowest Proposal's cost divided by that Proposal's cost. Each

Proposal's Price Score will be added to that Proposal's Quality Point Score to get that Proposal's Total Score. The Proposal with the highest Total Score will be considered the "Best Value". The Proposal with the next highest Total Score will be considered the second Best Value, and so on. The University will then determine if the Supplier submitting the Best Value Proposal is responsible. The apparent RFP winner(s) will be the responsible Supplier(s) submitting the Best Value Proposal. The University's selection may be made on the basis of the initial Proposals or the University may elect to negotiate with Suppliers who are selected as finalists. The Evaluation Team may utilize Supplier's Oral Presentations, software demonstrations, additional material information, or References from the Supplier and others to come to a determination of award(s).

The University reserves the right to make evaluation decisions at its sole discretion. In performing its review of proposals, the University reserves the right to obtain and use in its evaluation any independently derived information including, but not limited to, financial reports and secondary customer references.

Right to Cancel/Modify

The University reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program outlined within this RFP at any time. Notice shall be provided in a timely manner thereafter. The University may award the contract without further discussion or may enter into negotiations with the apparent RFP winner. Should the apparent RFP winner fail to accept the award, the University may determine that that Supplier has abandoned its Proposal. The University may then enter into negotiations with the responsible Supplier submitting the second Best Value Proposal. If that Supplier fails to accept the award, the University may determine that that Supplier has abandoned its Proposal and enter into negotiations with the responsible Supplier submitting the third Best Value Proposal and so on to each successive responsible Best Value Supplier until an award is made and accepted. The University may also conduct concurrent negotiations with responsible Suppliers for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Suppliers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Suppliers.

Right to Make No Award

The University reserves the right to reject all Proposals and to make no award. Unless stated otherwise in this RFP, the University reserves the right to make multiple awards or to award items separately or in the aggregate as the interests of University may appear.

Minimum Criteria

Proposals will be screened as to whether the following minimum qualifications are met:

- The proposal must be submitted on time.
- The proposal includes all requested documents and has fully answered all required questions.

Evaluation Criteria

Qualification measurements may include, but are not limited to:

Section	Weight
Company Profile	15%
Sustainability	15%
Pricing	40%
Technology Capabilities	30%

Proposal Acceptance

Proposal must be complete and comply with all specifications and legal requirements set in this Request for Proposal.

The University reserves the right to reject any submittals which are:

- Incomplete or non-responsive
- Late (late Proposals are immediately rejected)

If, at any time, it is found that a person, firm or corporation in their response to this RFP, or to which an Agreement has been awarded, has colluded with any other party or parties, the University reserves the right to reject the proposal(s) and/or terminate any Agreement(s) so awarded and all parties involved in the collusion shall be liable to the University for all loss or damages which the University may have suffered.

SECTION IV: RFP SCHEDULE

Event	*Date
RFP Issue Date	**7/1/2020 at 5:00PM PST**
Supplier RFP Zoom Call **Email Sean.Parker@ucop.edu for details**	**7/14/2020 at 10:00AM PST**
Supplier RFP Questions Deadline in CalUSource	**7/22/2020 by 5:00PM PST**
UC Response to Supplier Questions (distributed to all Suppliers without attribution on CalUSource)	7/29/2020
RFP Responses Due	**8/4/2020 by 5:00PM PST**
**Finalist Presentations (if applicable) – Zoom Call	Est. 9/15/2020
Anticipated Award Date	11/6/2020
Anticipated Start Date	11/7/2020

The University does not guarantee the above schedule and reserves the right to modify this schedule at its discretion. ****Please mark off calendars**

**The UC reserves the right to conduct interviews with some or all of the Supplier's at any point during the evaluation process. While presentations are anticipated for this project, the UC may determine interviews are not necessary. In the even interviews or presentations are conducted, information provided during the interview/presentation process shall be taken into consideration when evaluating the stated criteria. The UC shall not reimburse the Supplier for the costs associated with the interview process.

SECTION V: SUPPLIER REQUIREMENTS

The requirements shown below are essential to the UC for proposal consideration. Supplier's failure to provide or be in compliance with any one or more of the following requirements will negatively impact the evaluation of Suppliers proposal and may result in disqualification. All required documents must be accepted before Suppliers can submit proposals on the CalUSource platform.

a) The University of California Terms and Conditions of Purchase, dated 2/27/20, as referenced in ***Guidelines to this RFP***, will be incorporated into any Agreement that may result from this RFP.

b) The University of California Appendix – Data Security and Privacy, dated 8/12/19, as referenced in ***Guidelines to this RFP***, will be incorporated into any Agreement that may result from this RFP.

b) All proposals shall remain available for UC acceptance for a minimum of 180 days following the RFP close date.

c) No late proposals will be accepted. Any proposals received after the specified deadline for submission shall result in automatic disqualification.

SECTION VI: GENERAL INFORMATION

A. Issuing Office and Communications Regarding the RFP

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

Any requests for clarification concerning this RFP must be submitted via the CalUSource platform, under the Discussion Forum icon .

The submission of RFP response, pricing proposal and attachments must be submitted via the CalUsource e-Sourcing application, as further detailed in the *"Instructions for Submitting Proposals"* below.

Suppliers are advised that failure to adhere to the above communications requirements may result in disqualification.

B. Supplier RFP Zoom Call

Suppliers are welcome to join a **Supplier RFP Zoom call hosted on Tuesday, June 14th at 10:00am PST.** Please email Sean.Parker@ucop.edu for details and a log in link. This call will review the function of the CalUSource platform and how to submit proposals.

C. Instructions for Submitting Proposals

Proposals in response to this RFP must be submitted online using the CalUsource e-Sourcing application no later than August 4th, 2020 at 5:00 p.m. (PT).

Please review the CalUSource Resource Guide for any questions regarding operation of the RFP platform and submitting proposals.

Suppliers are to complete the questionnaire section(s) directly in the Excel templates provided in the CalUsource e-Sourcing application. Fill in these templates and upload them into CalUSource before submitting. Note: There are four (4) Questionnaires (Company Profile, Sustainability, Structured Offering and Technical questions).

Additional documents to support answered questions in the templates shall be submitted in the Attachment Section of the CalUsource e-Sourcing application.

******CalUsource requires significant time for accurate data entry. Suppliers are encouraged to review the Resource Guide and familiarize themselves with the process of responding, leaving adequate time to submit the proposal. General information and support is available by email: support@ucprocure.zendesk.com; or, for CalUsource technical issues, contact GEP Support: 1-732-428-1578 or support@gep.com. Please identify yourself as registering in the University of California network.******

Suppliers must provide a complete, straightforward, concise response to all prerequisites, questions and information in the RFP as detailed. Submission of a proposal via the CalUsource e-Sourcing application confirms Supplier's understanding and acceptance of all requirements, terms, and conditions of the RFP.

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

D. Addenda to the Request for Proposal

Any changes, additions, or deletions to this RFP will be in the form of written Addenda issued by the University of California via email or the CalUsource e-Sourcing application. The University will not be responsible for failure of any prospective Supplier to receive such Addenda. All Addenda so issued shall become part of this RFP.

E. Supplier Questions

An opportunity to submit questions will be allowed up to **5pm (PT), July 22, 2020.**

Note: All Supplier questions will be shared with all RFP participants, without attribution, on the CalUSource platform under the Discussion Forum icon . Email responses will not be provided.

F. Proposal Acceptance

The proposal must be completed and submitted via the CalUsource e-Sourcing application on the forms provided or in the format indicated herein.

All documents submitted to the UC on behalf of this RFP will become the exclusive property of the UC system and will not be returned.

G. Proposal Format

Proposals should demonstrate a clear understanding of the Scope of Services and contain a comprehensive discussion of how the Supplier will fulfill the requirements of the Scope of

Services, including a discussion of the important features and Supplier attributes, highlighting any aspects, which separate it from its competitors. The UC reserves the right to make additional investigations as it deems necessary to establish the competence and financial stability of any Supplier submitting a proposal. Additionally, to comprehensively evaluate the proposals received, the UC may seek additional information or clarification from one or more of the Suppliers. Experience with the UC and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experiences. The proposal should be submitted using the appropriate response templates provided on CalUSource:

1. Company Profile Questions
2. Sustainability Questions
3. Technical Questions
4. Structured Offering (Pricing) Questions

H. Proposal Preparation Costs

Supplier will bear all costs incurred in the preparation and submission of the Proposal and related documentation, including Supplier's presentation to UC. If Supplier is apparent awardee, Supplier will bear its own costs in negotiating and finalizing an agreement with the University.

I. Agreement Term

It is anticipated that the initial term of any Agreement awarded pursuant to this RFP will be for a period of five (5) years. UC may, at its option, extend or renew the Agreement for five additional one-year periods on the same terms and conditions. As stated, the successful Supplier(s) shall also have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed ten (10) years. Any job orders executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

SECTION VII: SCOPE OF SERVICES

I. Deliverables:

A. Unit Price Book (UPB) – Successful Supplier(s) shall develop a Unit Price Book for each individual Job Order Contract. The UPB must contain a comprehensive listing of all construction tasks and related work items necessary for projects involving alteration, renovation, rehabilitation and/or minor new construction and incorporate

local pricing. Each construction task specified in the Unit Price Book must include a task description, a unit of measurement, and a unit price. Each unit price must contain fully-developed costs for the performance of the construction task specified, including, without limitation, the costs specified below:

1. Direct cost of material and equipment, including, without limitation, transportation to the site and sales and personal property taxes, if required.

2. Direct cost of labor, including, without limitation, prevailing wages for all required labor classifications in accordance with the prevailing wage determinations established by the State of California or the state of the Participating Public Agency.

3. Annual adjustments to market conditions and updates to Unit Price Book at the University's requests (maximum 3 per year). Adjustments shall be automatically updated whenever the contract is renewed or extend. (**Note**: the overall adjustment factor shall be multiplied by the local Construction Cost Index per ENR for that term)

B. <u>Additional Services & Requirements:</u>

1. <u>System-wide JOC Training</u> - The successful Supplier(s) shall develop a comprehensive JOC training program that provides specialized training to UC staff and JOC contractors. The training program must enable UC personnel and JOC contractors to acquire a proficiency in JOC methodology and the UPB created by the Supplier and skills in the use of all necessary tools. Although this additional service reflects the needs and requirements of the UC, OMNIA Partners Participating Public Agencies may have different needs and requirements as it relates to training. Specific services to be provided by the successful Supplier(s) shall include the following:

   a. The successful Supplier shall develop a "hands on" training program based on approved UC policies and procedures. Training may occur onsite or via recordable webinar for archiving purposes. Training will include development and production of a comprehensive training and reference manual with sample Work Order letters, flow charts and forms. The training courses will include practical exercises which shall be based on actual UC projects. Training will incorporate all the activities necessary to give UC personnel and JOC contractors the expertise to implement, manage and use the JOC program. All training material shall be subject to review by the Office of the President for accuracy with respect to UC policies, procedures and contracts.

   b. The successful Supplier(s) shall conduct six (6) online training courses every year in order to ensure that UC staff and JOC contractors are fully prepared to properly execute the current JOC System and to utilize proposal development

software. The training courses provided by the successful Supplier(s) and shall include, without limitations, the following:

- Conduct procedural and software training for new UC and contractor personnel
- Provide hands-on training for new UC and contractor personnel
- Conduct refresher course training for existing UC and contractor personnel, including update trainings
- Conduct specialized training courses for problem areas designated by UC
- Provide on-site or via webinar, software assistance to UC project managers and contractors
- Provide on-site systems support in connection with software
- Provide procedural assistance to UC and contractors for various projects
- Set-up software access for UC management, personnel and contractors
- Provide software overview and training manuals or videos
- Provide customized reports utilizing software for review by UC management
- Monitor the proper use of the software shared database

c. The successful Supplier(s) shall develop and produce all training aids and material necessary to support the JOC system training courses, including comprehensive training materials with sample Work Order letters, flow charts and forms as well as full software documentation and applicable training manuals.

2. Technical Support & Requirements:

Although this service and requirements reflect the needs and requirements of the UC, OMNIA Partners Participating Public Agencies may have different needs and requirements as it relates to technical support and requirements.

a. Technical Specifications – Successful Supplier(s) shall prepare construction and technical specifications that are contractually clear and understandable, and must be developed in conjunction with the unit price and UC Facilities standards. These specifications shall be easily amended (expanded, modified, etc.) by each University location. The price book shall also allow each UC location to add specifications as required in conjunction with Supplier's efforts for the individual location and project. Specifications must be prepared in accordance with Construction Specification Institute (CSI) format and meet all federal, state, and local laws, rules and regulations as well as all applicable code requirements and applicable requirements of all other regulatory agencies.

The successful Supplier(s) shall provide site-licensed software responsible for managing the JOC program which should be capable of the following:

- Track all contract documents in connection with JOC program, including Unit Price Book, contractor cost proposals, cost estimates, initial and final task orders, and project documentation.
- Creating management reports and forms, for both campus and UC system-wide scopes

- Creating project-specific and general program executive summary reports, including but not limited to, milestone reporting on:
    - Notice to Proceed
    - Substantial Completion / Beneficial Occupancy
    - Contract Completion
    - Change Order tracking
    - Milestone tracking
- Verification of contractor Job Order Schedule of Values

3. <u>On-Going Support:</u>

   Although this service reflects the needs and requirements of the UC, OMNIA Partners Participating Public Agencies may have different needs and requirements as it relates to on-going support and requirements.

   The successful Supplier(s) shall provide ongoing support services to each location at the University of California with respect to the use of the UPB. These support functions would include, at a minimum, the following:

   1. Answer technical and support questions related to the UPB software
   2. Assist campus with billing inquiries and disputes
   3. Assist campus in comparing unit prices on JOC bids against the UPB estimates
   4. Inform the University of California in advance of any service updates that could potentially disrupt existing project functions.

Awarded Supplier(s) shall respond to all of the items mentioned above within 24 hours from the inquiry unless otherwise noted.

4. <u>Optional Services:</u>

   If available by the Supplier, the following services under this section may be listed in the Supplier's proposal to be made available to the UC and/or OMNIA Partners Participating Public Agencies as needed and requested. Each Successful Supplier awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Job Order Contracting.

   Services may include but are not limited to:

   a. JOC program development to implement and administer a JOC Program such as:
      i. Developing customizable documents to be used by the JOC Program (ie: task catalog, technical specifications, and JOC Program facilitation documents);
      ii. Establishing, maintaining, and updating a roster of contractors available to bid on JOC job orders;
      iii. Organizing and managing conferences to promote operating and organizational concepts;
      iv. Assisting in the development of procedures/policies for a JOC Program incorporating all applicable Federal, State and County laws, regulations and policies, including those of FEMA;

v. Documenting the final JOC Program execution procedures and policies;
vi. Assisting in incorporating safeguards into the execution procedures for the prevention of fraud, waste and abuse;
vii. Coordinating JOC Program, policies and procedures with various Participating Public Agency Departments as well as other Local, State and Federal agencies as designated; and
viii. Marketing JOC program to contractors and end users.

b. Overall technical, procurement, bid, and program support such as:

i. Preparing and conducting orientation briefings of interested parties at the determination of Participating Public Agencies;
ii. Assisting Participating Public Agencies with JOC Contract bidding services, including bid Addendums, RFI's and administration during JOC bid phases;
iii. Coordinating and assisting with evaluations for JOC services;
iv. Assisting with the verification of JOC Contractor qualifications and/or capabilities and other tasks involved in the selection and award of JOC Contract Services;
v. Reviewing contractor price proposals for accuracy and selection of appropriate construction tasks;
vi. Reviewing JOC contractor's construction schedule, proposed subcontractors, and other relevant documents;
vii. Determining that the JOC contractor is proposing reasonable means and methods to perform the work specified in the scope of work and that the correct tasks are selected;
viii. Verifying any task listed that is not available in the Unit Price Book and task catalog includes the required price justification;
ix. Verifying all pricing for accuracy;
x. Providing ongoing project development and financial oversite to include reviewing invoices and disbursements;
xi. Providing insight and support for permit requirements and approvals, accuracy of as-built drawings, and warranty issues;
xii. Visiting or remaining onsite for questions or assistance as requested by Participating Public Agency;
xiii. Assisting in the development of Work Orders to include attending site visits, proposal development, and negotiation sessions;
xiv. Providing post-award support for documentation and maintenance;
xv. Providing updated versions of Information Management System software as well as installing, testing, and debugging software as needed;
xvi. Providing telephonic systems support as needed;
xvii. Assisting in reviews of concepts, performance, and effectiveness as well as providing documentation as needed; and
xviii. Assisting in the execution of a JOC system;

c. Additional Assistance to Participating Public Agencies at their request that may include but is not limited to:

i. Providing assistance in developing individual JOC Job Orders from project identification through issuance of the Job Order;
ii. Providing construction management services to manage Job Orders from Job Order issuance to Job Order close-out; and
iii. Providing an automated job order contracting system capable of providing full project tracking, automated development of proposals and independent

estimates, generation of all project documentation, providing project scheduling and budget/cost control, and generation of customized reports.

II. Pricing:

The successful Supplier(s) shall provide a complete set of pricing information for the JOC program including tax where applicable. A schedule of price with payment expectations and a clear listing of all prices associated with services and any project value is required as part of response to this RFP. This pricing schedule shall reflect "National" pricing, regardless of participating campuses or participating Public Agencies. The prices quoted in the proposal response by the successful Supplier(s) shall be the UC net price for the various services/materials. For items in the bid pricing submitted, there shall be no separate or additional charges, fees, handling or other incidental costs following contract award. **Supplier(s) shall not charge contractors extra fees or require contractors to use additional services and products in order to comply with the University's JOC program unless agreed to in writing by the University or Participating Public Agency.**

Special Offers/Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

Product Offering/Balance of Line Pricing

Pricing for complete product offering/balance of line items will be determined by a percentage discount off. The pricing percentage discount offered must be entered in the Pricing section of the Supplier's response.

Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be utilized. Supplier's should provide alternative pricing (for emergency or disaster recovery situations with potential federal funding) that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. When products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

III. Technical Requirement:

Technical Specifications – Successful Supplier(s) shall prepare construction and technical specifications that are contractually clear and understandable, and must be developed in conjunction with the unit price and UC Facilities standards. These specifications shall be easily amended (expanded, modified, etc.) by each University location. The price book shall also allow each UC location to add specifications as required in conjunction with Supplier's efforts for the individual location and project. Specifications must be prepared in accordance with Construction Specification Institute (CSI) format and meet all federal, state, and local laws, rules and regulations as well as all applicable code requirements and applicable requirements of all other regulatory agencies.

The successful Supplier(s) shall provide site-licensed software responsible for managing the JOC program which should be capable of the following:

- Track all contract documents in connection with JOC program, including Unit Price Book, contractor cost proposals, cost estimates, initial and final task orders, and project documentation.
- Creating management reports and forms, for both campus and UC system-wide scopes
- Creating project-specific and general program executive summary reports
- Verification of contractor Job Order Schedule of Values

IV. On-going support:

The successful Supplier(s) shall provide ongoing support services to each location at the University of California with respect to the use of the UPB. These support functions would include, at a minimum, the following:

i) Answer technical and support questions related to the UPB software
ii) Assist campus with billing inquiries and disputes
iii) Assist campus in comparing unit prices on JOC bids against the UPB estimates
iv) Inform the University of California in advance of any service updates that could potentially disrupt existing project functions.

Supplier(s) shall respond to all of the items mentioned above within 24 hours from the inquiry unless otherwise noted.

SECTION VIII: QUESTIONNAIRE(S)

Refer to the CalUsource e-Sourcing application to complete the Questionnaire section(s) of the proposal.

There are four (4) questionnaire's that need to be completed;

1. Company Profile Questions
2. Sustainability Questions
3. Structured Offering (Pricing) Questions

4. Technical Questions

All questions must be answered as part of the proposal. If the response requires an attachment (Do not submit sales brochures), add the attachments in the Attachment Section of the CalUsource eSourcing tool and reference the question number in the title of the document.

Suppliers shall respond to the following questionnaire in order to be considered for evaluation. Failure to answer the following questions could result in disqualification.

Company Profile Questions

1. Provide a description about your company and all offerings at a high level, including location of company headquarters (actual street address), location of account management (if different from the headquarters), and number of offices your company has in California.

2. How long has your company been in business? Have your service offerings changed in the last 5 (five) years? If so, how?

3. Provide a reference list of existing clients outside of the University of California system and duration of their respective contracts

4. Does your firm have experience with Job Order Contracting and development of technical specifications? Include specific experience with the proposed Unit Price Book and related software.

5. Does your firm provide other types of JOC services? If so, describe these services.

6. Have you had any experience with “cloud based” or online Job Order Contract systems? If yes, share your experience and comments on the existing system.

7. Provide proposed management and staffing you intend to dedicate to the University’s JOC program. Include names, job titles, resumes, position within the company, potential role and % of time dedicated of all members of your proposed JOC team for the University. You may break this into a system-wide team and project based team.

8. Provide a response to the national program (Omnia Partners Exhibit A) .
    a. Include a detailed response to Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

    b. The Successful Supplier(s) will be required to sign Exhibit B, OMNIA Partners Administration Agreement. Suppliers should have any reviews required to sign

the document prior to submitting a response. Supplier's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

9. Do you have additional implementation plans, other than those listed in this RFP, for the University's JOC program, if awarded to you? You may include marketing efforts, site-visits (system-wide or by campus).

10. This RFP requires you to provide on-going system-wide training for the JOC program. Have you offered training classes (in person or online) to your customers previously? If so, please include a small description or example of all standard training classes offered and length of each class.

Sustainability Questions

11. Is your company certified in the State of California or other U.S. State as a SBE, DBE, WBE, MBE, VBE, or DVBE? If yes, expand.

12. Do you have a Corporate Social Responsibility (CSR) statement/policy/code of conduct or equivalent? If yes, provide an information link. If not publicly available, submit a copy with your response under the CalUSource Attachments section.

13. Does your company have an existing, documented system to manage workplace and labor practices compliant with SA8000 (or equivalent) and/or other applicable labor and prevailing wage standards? If so, describe what systems are used and which compliance practices those systems are used for.

14. Describe in general terms how your company supports your local community and regional businesses and markets.

15. Describe specifically how your company will incorporate environmentally conscious business practices into the delivery of the requested services of this project.

16. Describe how you will ensure that the team which is awarded the work under this RFP reflects the diversity of the UC student and staff population.

17. Describe any tools or services that you offer to help the University with its sustainability goals listed within the Sustainable Practices Policy.

18. Is your company able to provide a cost book or program that utilizes green building products and systems for healthy & sustainable design (i.e. LEED, WELL, Living Building Challenge, Buy Clean California Act)?

Structured Offering (Pricing) Questions

19. Provide the structure of pricing for your services as listed below. As a reference, discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first twelve (12) months after the contract award.
    Pricing specific to the following examples:

a. *Per User access*

b. *Per Campus access*

c. *System-wide access*

d. *Project spend*

e. *Annual spend (campus or system-wide)*

f. *Task Catalog purchase with initial onetime set up charge (campus to utilize enterprise billing systems). Include any limitations or ceiling structures.*

20. Provide details of proposed additional discounts for volume and tiered pricing structures offered

21. A description of the approach to localizing pricing and what localized data can be obtained to serve both the UC and Participating Public Agencies

22. Provide any Task Catalog fees

23. Details for what factors modify pricing (such as any restrictions or premiums for where tasks are performed/what areas or hours are worked); and

24. Additional incentives that can be offered (patronage, rebates, payment term incentives etc.)

25. Provide available payment terms and if payment will be accepted via credit card. If a credit card is permitted, can payments be made online and state the convenience fee, if allowable, per the Visa Operating Regulations

Technical Questions

26. For the offering provide:

    a. *A summary of the depth/breath of tasks/services covered under the UPB;*

    b. *The percentage of tasks/services covered by a typical contract (and identify which items are typically not covered or considered optional services);*

    c. *Reporting dashboards or reports for export;*

    d. *Details for how often updates are made to include both product, service, and pricing changes;*

    e. *Details as to what services can be provided as it relates to all items listed in the Scope, such as:*

        i. *Offered strategies around marketing and outreach to contractor communities in order to ensure the largest qualified bidding pool possible;*

ii. *Summary of assistance your company has provided previous clients when trying to improve bid prequalification parameters;*

f. *Provide examples if your software is a user-centered interface and what strategies your firm utilizes to intake and implement client recommended improvements.*

27. Describe the technical features of your software related to the UPB and whether they are hosted by the client or web-based. Consider such items as platform, system requirements, ongoing support, and security.

    a. *What is the system's architecture (include a diagram when necessary)?*

    b. *Describe any import and export capabilities with Word, Excel, Access, PowerPoint, Acrobat, and other common text and presentation programs.*

    c. *Does the product allow for customizable interface (landing page) for local branding?*

    d. *Is there 24/7 customer support by vendor for JOC administrators?*

    e. *Please describe your products' archiving and back-up system.*

    f. *What contingency plans do you have in place should your system go down? Please describe the plan(s).*

28. Describe your implementation approach. Include key activities, specific deliverables, timeline and resource requirements. For resource requirements, describe the ideal team composition among the University, vendor, and any third-party consultants, keeping in mind that different campuses have different administrators and project managers. For timeline, include the proposed estimate of the number of weeks the implementation team will take to complete a project of this scale. Include any key assumptions the University should be aware of when reviewing the overall implementation approach and timeline. Address the differences in University-wide efforts and local efforts.

29. Describe your training process and program(s), including: approach for training the University staff and UC contractors, including training schedule and resources required (the University and Supplier).

    a. *Describe your strategy for post-implementation support. Include your recommendations for the University (e.g., structure, functions), as well as any ongoing vendor support.*

30. Outline what you need from the University to successfully implement the JOC. Specify the level of involvement and specific tasks required of the University during this engagement.

    a. *Describe University ownership of source code. Will all unencrypted source files and programmer notes be turned over to the University? Will the University have the right to maintain the program on its own in the future? Is source code at any time maintained in escrow?*

31. What are your service levels for response times and how will your company prove you are meeting the service levels and response times? Note RFP requirements.

32. Describe how the system supports a secure data environment, including encryption technology. Does this comply or conflict with UC Data Security? (See Appendix – Data Security)

    a. *Will you support login account and password resets?*

    b. *How many concurrent users can the system support?*

    c. *Describe the system's ability to enforce security at multiple levels (e.g., organization, department, learning organization, etc.).*

    d. *Describe how the system authenticates information to ensure data integrity.*

    e. *Describe the audit trail linking the user or administrator to all transactions updating the database.*

33. Describe any plans to "partner" with another vendor to meet implementation needs. If your approach includes the use of one or more additional vendors or sub-contractors, please provide a detailed explanation of their role on the project. In addition, if your response to the technical and functional requirements and associated product demonstration is dependent upon a product offered by another vendor partner, please instruct that vendor to provide a response to this RFP as well.

34. What is your update/enhancement schedule?

    a. *Describe the process for reviewing, approving and prioritizing suggested changes and enhancements.*

        i. *Does this vary when looking at system, region or campus locations?*

        ii. *Does this vary for participating agencies?*

    b. *What is your procedure for handling and resolving "bugs"?*

    c. *What is the process for updating or adding line items to a task catalog prior to a contract issuance? Include time frames when possible to each task*

    d. *OSHPD requirements*

35. What is the software's ability to create various contracts and department profiles?

36. How does software handle archiving of past contracts?

37. For the following project documents, please provide an example of pricing and schedule of values:

    a. Fenestration and Framing (details listed on document)

    b. Small Building Renovation (general construction drawings)

    These responses can be uploaded on the CalUSource platform

SECTION IX: ATTACHMENTS

1. UC Terms and Conditions of Purchase dated 2-27-20
2. UC Required Supplier Information dated 8-5-19
3. UC Appendix Data Security and Privacy dated 4-12-19
4. Supplier Bidding Guide for CalUSource
5. Sustainable Practices Policy 7-24-19
6. Questionnaire Template (Excel)
    - A. Company Profile Question
    - B. Sustainability Questions
    - C. Structured Offering (Pricing) Questions
    - D. Technical Questions
        - i. Fenestration and Framing Example (PDF)
        - ii. Small Building renovation Example (PDF)
7. Omnia Partners - Exhibit A - Response for National Cooperative Contract
8. Omnia Partners - Exhibit B – Administration Agreement Example
9. Omnia Partners - Exhibits C – Master Intergovernmental Cooperative Purchasing Agreement Example
10. Omnia Partners - Exhibit D – Principal Procurement Agency Certificate Example
11. Omnia Partners - Exhibit E – Contract Sales Reporting Template
12. Omnia Partners - Exhibit F – Federal Funds Certifications Form
13. Omnia Partners - Exhibit G – New Jersey Compliance Form
14. Omnia Partners - Exhibit H – Advertising Compliance Requirement

UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

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

ARTICLE 2 – TERM AND TERMINATION

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

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

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

ARTICLE 4 – INSPECTION.

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

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not 0again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

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

A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:

1. It complies with California and federal disability laws and regulations; and
2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;

E. General Accessibility Requirements. Supplier warrants that:
1. It will comply with California and federal disability laws and regulations;
2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.

F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.

J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

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

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

B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

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

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

ARTICLE 9 – INSURANCE

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

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
   1. Each Occurrence $ 1,000,000
   2. Products/Completed Operations Aggregate $ 2,000,000
   3. Personal and Advertising Injury $ 1,000,000
   4. General Aggregate $ 2,000,000

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)

C. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence or claim with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.

E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.

F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
   1. P1 - This insurance policy must have minimum limits of $500,000 each occurrence and $500,000 in the aggregate.
   2. P2 - This insurance policy must have minimum limits of $1,000,000 each occurrence and $1,000,000 in the aggregate.
   3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of $5,000,000 each occurrence and $5,000,000 in the aggregate.
   4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of $10,000,000 each occurrence and $10,000,000 in the aggregate.

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

G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates

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

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

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

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

ARTICLE 11 – FEDERAL FUNDS

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

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

1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
2. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
   1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
   2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
   3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
   4. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

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

ARTICLE 13 – LIENS

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

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

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

ARTICLE 16 – COOPERATION

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

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

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

A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.

B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.

C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.

D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.

F. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

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

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

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

ARTICLE 19 – AUDIT REQUIREMENTS

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

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

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

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

B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.

C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:

1. Personally identifiable information,
2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
3. Medical information as defined by California Civil Code § 56.05,
4. Cardholder data,
5. Student records, or
6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
   a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq*.);
   b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
   c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
   d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq*.);
   e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq*), and
   f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.

D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.

E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.

F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.

G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

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

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines:
(https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf).
In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

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

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

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

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

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

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

ARTICLE 24 - PREVAILING WAGES

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

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

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

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

ARTICLE 25 – FAIR WAGE/FAIR WORK

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

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

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

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

ARTICLE 26 – MEDICAL DEVICES

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

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

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

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

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

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

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

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

ARTICLE 27 – FORCE MAJEURE

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

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 29 – NO THIRD-PARTY RIGHTS

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

ARTICLE 30 – OTHER APPLICABLE LAWS

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

ARTICLE 31 – NOTICES

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

ARTICLE 32 – SEVERABILITY

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

ARTICLE 33 – WAIVER

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

ARTICLE 34 – AMENDMENTS

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

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

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

ARTICLE 35 – GOVERNING LAW AND VENUE

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

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

ARTICLE 37 – SUPPLIER TERMS

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

ARTICLE 38 – SURVIVAL CLAUSE

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

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

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

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

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

(a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) and at Supplier's expense; and

(b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.

Instructions

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

Guideline sequence number	
Guideline number	5ec31c971099851b6cf4e28e
Guideline name	UC Required Supplier Information
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	Please accept the linked Required Supplier Information before proceeding with a response. UC reserves the right to update the Required Supplier Information at any time before the executed contract. UC Required Supplier Information

Required Supplier Information

A. Communications & Amendments Regarding the RFx

All communications, including any requests for clarification, concerning this Request for Proposal ("RFP"), Request for Quote ("RFQ"), Request for Qualifications ("RFq"), or Request for Information ("RFI") (collectively, referred to as "RFx") must be submitted via the Discussion Forum section of this RFx within CalUsource, the University of California and California State University Public Bid Site.

The University of California ("UC") will make any changes, additions, or deletions to the RFx in the form of amendments electronically sent via the Public Bid Site. UC will not be responsible for failure of any prospective Supplier to receive such amendments. All amendments will become part of the RFx.

It is Supplier's responsibility to read the entire RFx document, including any attachments, references and amendments, and to comply with all requirements listed herein.

For instruction on how to bid, refer to the CalUsource Supplier Bidding Guide under the Guidelines section of the Public Bid Site.

B. Proposal Submittal and Evaluation

1. This solicitation, the evaluation of proposals, and the award of any resulting contract will be made in conformance with applicable UC policies and California law. UC reserves the right to withdraw this RFx at any time. All documents submitted to UC in response to this RFx will become the exclusive property of UC and will not be returned.

2. Supplier is strongly encouraged to complete and submit its proposal/bid ("Proposal") in the Public Bid Site well before the RFx closing date and time. A late Proposal will not be accepted after the RFx closing date and time.

3. Proposals must follow the format specified in the RFx. The submission of a Proposal confirms that it has been issued and reviewed by an individual authorized to enter into contracts on behalf of Supplier.

4. Supplier must not provide superfluous materials such as marketing materials or website links in response to or in lieu of the Questionnaires Section, and may be disqualified for providing superfluous materials. Supplier may, however, use attachments or website links to respond to Cost Questions if Cost is directly referenced in the question and such materials respond specifically to the question without extraneous information.

5. Any contract(s) resulting from this RFx will be awarded to the responsive and responsible Supplier who's Proposal, in UC's opinion, offers the greatest benefit to UC. Proposals will be evaluated by the UC evaluation team using the methodology set forth in the RFx Evaluation document attached to this RFx. NOTE: This applies to RFPs, RFqs, and RFQs only. RFIs do not result in contracts.

6. UC may waive irregularities in a Proposal provided that, in UC's judgment, such action will not negate fair competition and will permit proper comparative evaluation of proposals. UC's waiver of an immaterial deviation or defect will not modify the RFx documents or excuse Supplier from full compliance with the RFx specifications in the event a contract is awarded to Supplier.

7. UC reserves the right to reject all proposals, make more than one award, or make no award. Based on the results of this RFx process, UC reserves the right to request one or more separate proposals for selected items, with a select group of suppliers, including direct manufacturers of these products. Based on the results of such requests, UC or its locations may enter into contracts with other suppliers to provide those products, while remaining UC locations may buy those products through this RFx. Any contract awarded pursuant to this RFx will incorporate the RFx requirements and specifications, as well the contents of the Proposal as accepted by UC, and will be in writing.

8. Supplier must operate within the guidelines of all federal, state, and local labor laws and codes. Supplier must possess all trade, professional or business licenses as may be required by the work contemplated by this RFx.

9. Supplier will bear all costs incurred in the preparation and submission of the Proposal and related documentation, including Supplier's presentations to UC. If Supplier is the apparent awardee, Supplier will bear its own costs in negotiating and finalizing an agreement with UC.

10. Several UC campuses have enabled e-commerce using hosted catalogs and punch-outs. Supplier may be asked to comply with campus e-commerce requirements on a campus by campus basis, but must adhere to UC system-wide policy for consistency in catalog loading, pricing, and product flagging. Suppliers must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments, where enabled.

11. UC may visit Supplier's site to verify that Supplier will meet the RFx specifications set forth in the Statement of Work ("RFx Specifications"). Additionally, in assessing Supplier's ability to perform, UC may consider factors including but not limited to Supplier's financial resources, past performance with UC, references from other customers, experience, organization, personnel, technical skills, operational controls, sustainable offerings and practices, supplier diversity, equipment, and quality control.

C. UC Sustainable Practices Policy

Recognizing the substantial impact that procurement decisions have on the environment, society, and the economy, the University of California will maximize its procurement of sustainable products and services, within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations and laws. The University values the health and wellbeing of its students, staff, faculty, visitors, and suppliers, and seeks to provide healthy and accessible conditions for the communities it serves, as well as those throughout its supply chain. As such, product, service, and supply chain impacts to health and wellbeing will be considered as fundamental factors when making procurement decisions. Where functional alternatives to harmful products and/or services exist, they will be strongly preferred.

1. Packaging Requirements: Packaging for all products procured by the University must be designed, produced, and distributed to the end user in a sustainable manner. The University requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:

    - Uses bulk packaging;
    - Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
    - Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
    - Maximizes recycled content and/or meets or exceeds the minimum post-consumer content

level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
- Uses locally recyclable or certified compostable material.

The University has prohibited the use of Expanded Polystyrene (EPS) in foodservice facilities for takeaway containers. By 2020, the University will prohibit the sale, procurement, and distribution of expanded plastic foam materials [such as Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane, and expanded plastic foam hybrids] at all UC locations other than that utilized for laboratory supply or medical packaging and products where there is no functional alternative.

2. Environmental Marketing Claims: The University requires all sustainability related purchasing claims to be supported with UC-recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the Federal Trade Commission's (FTC) Green Guides for the use of environmental marketing claims.

D. California Public Records Act

All proposals, supporting materials and related documentation are subject to the California Public Records Act. Marking a document "confidential" or "proprietary" may not prevent its release.

E. Insurance Requirements

If awarded a contract, Supplier must name UC as an additional insured and furnish a certificate of insurance acceptable to UC as outlined in the Terms and Conditions set forth in the RFx.

F. Errors & Omissions

Supplier should immediately notify UC of any apparent discrepancy, error, omission, ambiguity or lack of clarity in this RFx, any attachments, references and amendments. Supplier will not be entitled to compensation for any error or discrepancy that appears in this RFx.

G. Federal and State Water and Air Pollution Laws

UC will not contract with entities in violation of Federal or State water or air pollution laws. To determine if the State of California has a record that Supplier is in violation of California pollution laws, Supplier may contact the California Air Resources Board and California Water Resources Control Board. Supplier must disclose on an addendum to its Proposal any open violations of water or air pollution laws, along with Supplier's action plans to remedy the violations.

H. Collusion among Suppliers

Collusion among Suppliers is not allowed. If there is proof of collusion among Suppliers, UC will reject all proposals involved in the collusive action.

I. Exclusions

Supplier is advised that some goods and/or services may be subject to pre-existing agreements with other Suppliers, or may be outside the scope of this RFx and may not be included in any awarded contract or may be included on a limited basis.

J. Disqualification

UC may disqualify any Supplier that does not adhere to the provisions in this Required Supplier Information.

K. Multiple Proposals

Supplier may not submit or be interested in more than one proposal for the same RFx; provided, however, that a person or firm that submitted a sub-proposal to a Supplier or who has quoted prices for goods and/or services to a Supplier is not thereby disqualified from submitting a sub-proposal quoting prices to other Suppliers.

L. Specifications and Exceptions

1. Unless documented as an Exception, the submission of a Proposal will confirm Supplier's acceptance of all RFx Specifications. In documenting an Exception to the RFx Specifications, Supplier must provide a detailed itemization and explanation for each deviation from the RFx Specifications, clearly describing any alternate goods and/or services that could be provided to satisfy those requirements. Supplier should list any items it wishes to exclude from its standard catalog. Absence of an itemization and explanation will mean that Supplier is willing and able to meet all RFx Specifications. If Supplier does not document an Exception regarding the RFx Specifications and it is found that goods and/or services delivered do not meet the RFx Specifications, Supplier will be required to correct same at Supplier's expense.

2. Unless documented as an Exception, Supplier's submission of a Proposal confirms acceptance of UC's Guidelines and Contract Documents. In documenting an Exception to the Guidelines or Contract Documents, Supplier must itemize in detail any exceptions taken to the Guidelines or Contract Documents and provide alternative language or provisions for UC to review. UC will not consider the submission of Supplier's terms and conditions to be documentation of an Exception. UC reserves the right to modify the Guidelines and Contract Documents as it deems necessary either before or during any negotiations with Supplier until mutual agreement is achieved.

3. Supplier is cautioned that if UC does not approve Supplier's request for Exception to the RFx Specifications and/or Guidelines and Contract Documents, and Supplier does not withdraw the request, the Proposal may be deemed non-responsive and ineligible for contract award.

M. Complaints and Protests

Controversies over the solicitation or award of a contract are covered by University of California Policy https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html, which is posted online. The policy requests that a party with a complaint regarding the solicitation or award of a contract first attempt to resolve the complaint with the University contracting officer involved in the transaction.

If the complaint cannot be resolved informally, the complainant may file a formal written protest with the University contracting officer who will escalate this protest to the proper authority. Complainants should use the phrase "Formal Bid Protest" in the communication's subject line to indicate the intent to escalate the complaint. Under UC policy, formal written protests must be filed promptly (and in any event within two calendar weeks after the complainant knows or should have known the facts giving rise to the protest).

N. Offshoring of Services

Supplier must do one of the following in its Proposal:

1. Certify *under penalty of perjury* that the services will be performed solely with workers within the United States, including any services that Supplier would provide using a sub-supplier; or
2. Describe in its bid any parts of the services that will be performed by workers outside of the United States.

Additionally, UC will not, as a part of the contract that will displace UC employees, pay to train workers located in foreign countries or who plan to relocate to a foreign country. Please note that a condition of awarding a contract will be that Supplier agree to the warranties in Article 6(I) of UC's Terms & Conditions of Purchase.

Instructions

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

Guideline sequence number	
Guideline number	5ec31c971099851b6cf4e28d
Guideline name	UC Appendix – Data Security and Privacy (04.12.2019
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	Please see the link below for the UC Appendix – Data Security and Privacy terms and conditions UC Appendix – Data Security and Privacy

ARTICLE 1. PURPOSE AND INTRODUCTION

A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.

B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.

C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:

1. Developing and documenting a plan that protects Institutional Information and IT Resources.
   - Supplier must responsibly execute this plan.
   - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.[1]
   - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a third-party review if approved by the responsible UC Information Security Officer.
2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
3. Updating its plan to effectively address new cybersecurity risks.
4. Complying with pertinent contractual and regulatory responsibilities.
5. Providing UC with evidence of compliance with Supplier's information security plan.
6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

[1] Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, IS0 27002, NIST SP 800-53 and NIST SP 800-171.

D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.

E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.

F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

ARTICLE 2. DEFINED TERMS

A. **"Breach"** means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.

B. **"Illicit Code"** means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, "back door," "trap door," "booby trap," "dead drop device," "data scrambling device," or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.

C. **"Institutional Information"** means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.

D. **"IT Resource"** means: IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

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

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

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

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

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

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

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

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

ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES

A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.

B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.

C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.

D. Updates to Exhibit 2 will occur as follows:

1. On an annual basis, Supplier will review its information security plan, update it as needed, and submit it upon written request by UC.
2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.

E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.

F. Supplier's Information Security Plan must:

1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;
2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;
3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;
4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;
5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;
6. Clearly document the cybersecurity responsibilities of each party;
7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;
8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;
9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;
10. Prevent unauthorized access to Institutional Information and IT Resources;
11. Prevent unauthorized changes to IT Resources;
12. Prevent the reduction, removal, or turning off of any security control without express written approval from UC;

13. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;

14. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and

15. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.

B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.

C. UC may request and perform a security audit using a qualified third party or a mutually agreed upon alternative annually or as a result of a Breach.

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:

1. When Major Changes happen.
2. When Supplier becomes aware of a vulnerability that warrants a CVE[2] rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.

B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.

C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

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

ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.

B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (https://security.ucop.edu/policies/institutional-information-disposal.html) or an alternative approved by UC.

C. Supplier will certify in writing to UC that such return and/or disposal has been completed.

D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

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

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

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

1. Contacts for both technical and management coordination;

2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
3. The nature of the Breach and/or Security Incident;
4. The Institutional Information and/or IT Resources affected;
5. What Supplier has done or will do to mitigate any deleterious effect; and
6. What corrective action Supplier has taken or will take to prevent future Security Incidents.

B. Supplier will provide other information as reasonably requested by UC.

C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.

D. **Coordination of Breach Response or Security Incident Activities:** Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:

1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
2. Remedying the Breach and/or Security Incident as quickly as circumstances permit;
3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
7. Ensuring that knowledgeable Supplier employees are available on short notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.

E. **Breaches and Security Incidents – Corrective And Preventive Action**: As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:

1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
2. Identification and description of the root causes; and
3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.

F. **Costs**: Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.

G. **Grounds for Termination:** Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

ARTICLE 10. ILLICIT CODE WARRANTY

A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.

B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.

C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.

D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.

E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.

F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.

G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.

H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 - COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

ARTICLE 11. BACKGROUND CHECKS

A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4[3], Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

[3] See Exhibit 1.

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

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

Exhibit 1 – Institutional Information

1. Protection Level Classification[4]:

☐ Protection Level 1

☐ Protection Level 2

☐ Protection Level 3

☐ Protection Level 4

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

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

2. Institutional Information data element descriptors:

Select all data types that apply:

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

[4] For reference see: https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

R. ☐ Other: _____

S. ☐ Other: _____

3. Institutional Information Regulation or Contract Requirements:

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

Privacy (* indicates data security requirements are also present)

A. ☐ California Confidentiality of Medical Information Act (CMIA) *****.

B. ☐ California Consumer Privacy Act (CCPA).

C. ☐ California Information Practices Act (IPA).

D. ☐ European Union General Data Protection Regulation (GDPR)*****.

E. ☐ Family Educational Rights and Privacy Act (FERPA) *****.

F. ☐ Federal Policy for the Protection of Human Subjects ("Common Rule").

G. ☐ Genetic Information Nondiscrimination Act (GINA).

H. ☐ Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *****.

I. ☐ Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *****.

J. ☐ Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).

K. ☐ The Fair and Accurate Credit Transaction Act (FACTA).

L. ☐ The Fair Credit Reporting Act (FCRA).

Data Security

M. ☐ Chemical Facility Anti-Terrorism Standards (CFATS).

N. ☐ Defense Federal Acquisition Regulations (DFARS).

O. ☐ Export Administration Regulations (EAR).

P. ☐ Federal Acquisition Regulations (FARS).

Q. ☐ Federal Information Security Modernization Act (FISMA).

R. ☐ International Traffic in Arms Regulations (ITAR).

S. ☐ Payment card data (PCI, PCI DSS).

T. ☐ Toxic Substances Control Act (TSCA).

U. ☐ Other: _____

V. ☐ Other: _____

W. ☐ Other: _____

X. ☐ Other: _____

Exhibit 2
Supplier's Initial Information Security Plan

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

Instructions

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

Guideline sequence number	
Guideline number	5ec3f29b05513617484d81cf
Guideline name	Supplier Bidding Guide for CalUSource
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	Please see the link for the Suppliers Bidding Guide on how to submit a proposal in CalUsource. For additional help please contact our service provider, GEP, at support@gep.com CalUsource Supplier Guide

CALUSOURCE

Collaborative Procurement

Supplier Guide

CONTENTS

GETTING STARTED WITH CALIFORNIA HIGHER EDUCATION 4
CalUsource Collaborative Procurement 4
Accessing and Using CalUsource 4
USING THE PUBLIC BID SITE 5
Searching for Bid Opportunities 6
Selecting an Event to Bid On 7
REGISTERING WITH CALUSOURCE 8
Registration Steps 9
Adding Additional Supplier Contacts 10
Updating Supplier Profile General Settings 11
PARTICIPATING IN AN RFX 12
Overview of the RFX process 12
Supplier RFx Bidding Tasks in CalUsource 13
Navigating from the Main Menu 13
Utilizing the Task and Manage Menus 14
Top Blue Bar Features 15
Event Details Section 16
Accepting Event Guidelines 16
Event Timelines 17
Viewing and Adding Attachments 17
Completing Price Sheets 18
Completing Questionnaires 19
Using the Discussion Forum 20
Submitting your Response 21
Bidding Checklist 21
Withdrawing and Resubmitting a Bid 22
CONTRACTING IN CALUSOURCE 23
Contract Document Overview 23
Reviewing and Revising Contract Language 24
Comparing Versions of a Document 25
Accepting the Contract 26
Executing the Contract 27

Accessing a Live Contract....28
GETTING HELP 29
CalUsource Sites and Resources....30
Frequently Asked Questions....30

GETTING STARTED WITH CALIFORNIA HIGHER EDUCATION

The California public universities (University of California and California State University) and California Community College systems welcomes suppliers interested in doing business with us and strives to provide efficient and equitable sourcing opportunities.

CalUsource Collaborative Procurement

To participate in bidding and supplier activities with these California public higher education institutions, potential suppliers must register in CalUsource – the collaborative web-based eProcurement platform used by California public higher education systems.

Whether you are already a supplier for California public higher education or are exploring working with us for the first time, CalUsource will help make your experience in bidding and contracting with us more streamlined.

Accessing and Using CalUsource

The CalUsource website and this guide have all the information and resources you need to use CalUsource effectively, including the CalUsource Public Bid Site.

To participate in California public higher education bidding events and to access contract documents, you must first register in CalUsource.

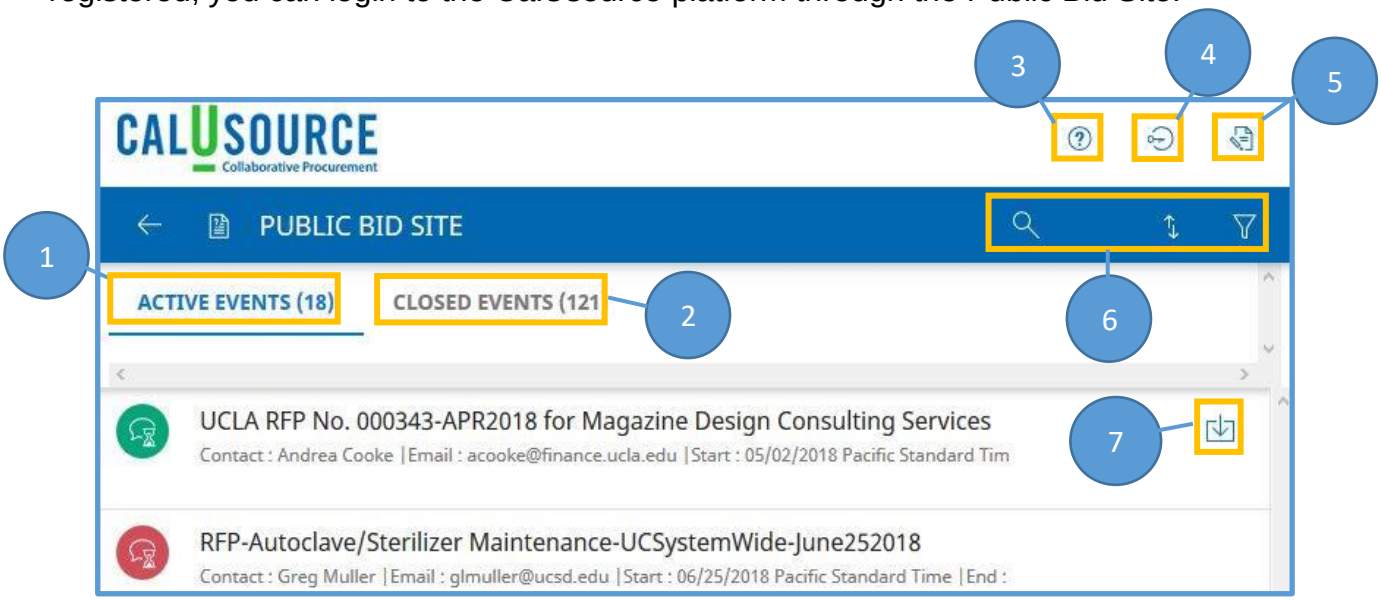
This guide leads you step-by-step through:

- Navigating, searching for bids, and selecting a bidding event on the Public Bid Site
- Registering as a CalUsource supplier
- Adding additional company contacts
- Updating your company's CalUsource profile
- Updating your user profile
- Navigating CalUsource
- Submitting a bid
- Posting and participating in the event's bidding discussion forum
- Withdrawing and resubmitting a bid
- Reviewing, editing and signing your UC/CSU/CCC contract
- Getting help

USING THE PUBLIC BID SITE

The CalUsource Public Bid Site is where you can browse public bid opportunities for all California public higher education campuses (UC, CSU and CCC). You can also access the Public Bid Site from the CalUsource website.

The Public Bid Site lists all active and closed public sourcing events. On this site, you can also register in CalUsource so you can participate in bidding events. Once registered, you can login to the CalUsource platform through the Public Bid Site.

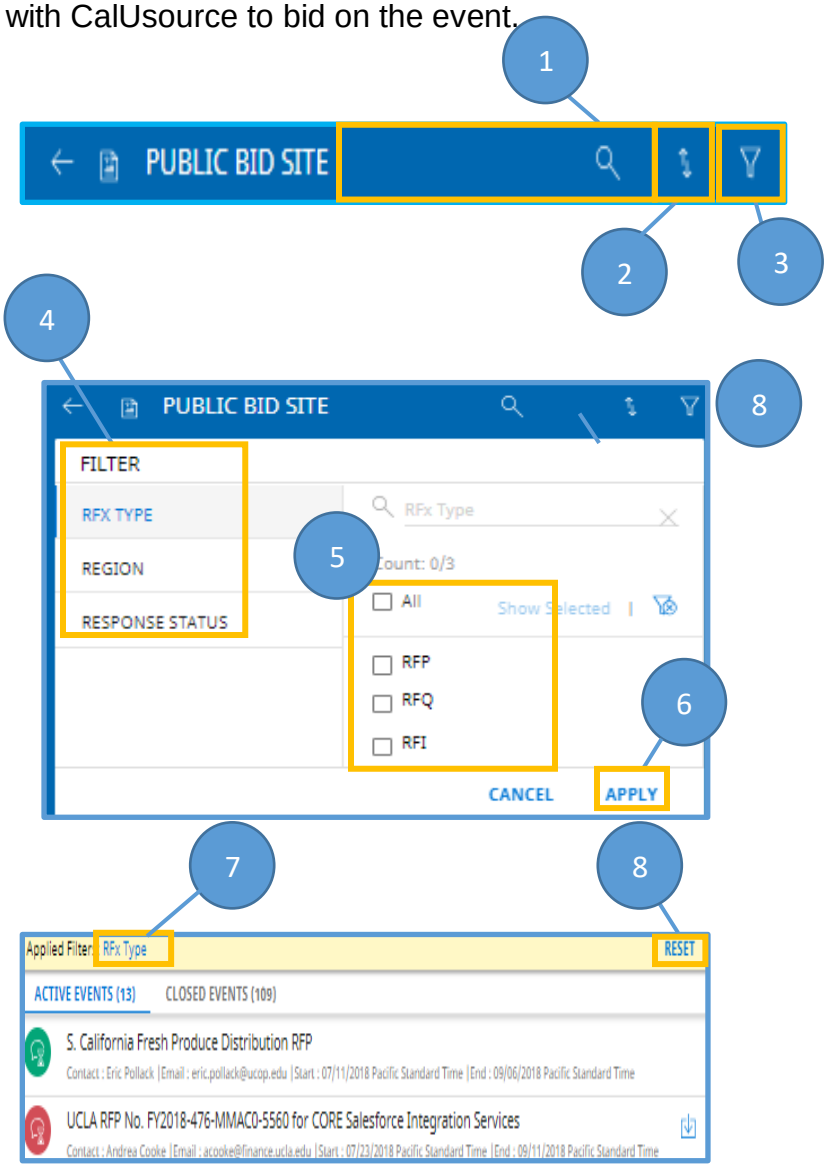


1. **Active Events** Displays all active CalUsource events available for bidding.
2. **Closed Events** Displays all CalUsource events that have been awarded or closed.
3. **Help icon** Opens CalUsource support contact information.
4. **Login icon** Opens the CalUsource login screen.
5. **Register icon** Opens the CalUsource Primary Registration Form so you can register your company in CalUsource.
6. **Search**, **Sort** and **Functions** Helps to locate an event. (See next page for more details.)
7. **Download Event Summary icon** (If available) Downloads the Event Summary, which provides background, instruction and other details.

Searching for Bid Opportunities

Follow these instructions to explore bidding opportunities for your company on the CalUsource Public Bid Site. Note: Once you have identified a bidding opportunity, you must register your company with CalUsource to bid on the event.

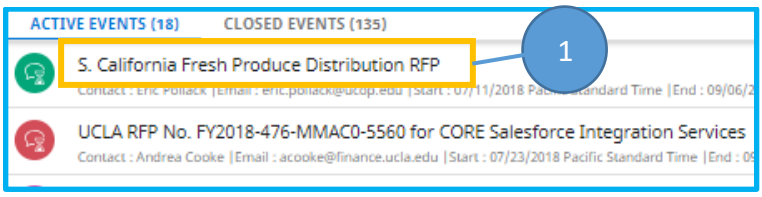
1. Enter **search terms** for the product or services you wish to provide.
2. Click the **Sort icon** to sort events by 'Response Start Date' and 'Response End Date' in either ascending (starts with earliest date) or descending (starts with latest date) order.
3. Click the **Filter icon** to display a set of events.
4. Select the filter type on the left.
5. Select additional filtering option on the right. (Options vary based on the filter type selected in Step 5.)
6. Click **Apply.**
7. The filtered results display. **Applied Filters** in the yellow bar on the top of the screen tells you which filters have been applied to the search results.
8. Click **Reset** to remove the applied filters.

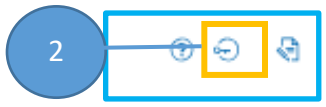


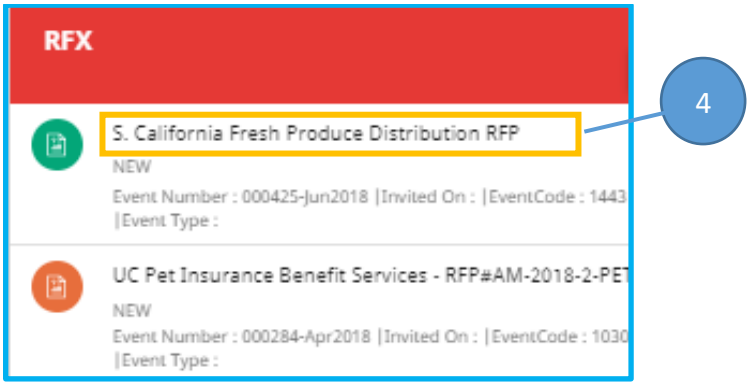
Selecting an Event to Bid On

Once you have identified an event, you can bid on it if you are registered with CalUsource. (See registration instructions on page 8 of this Guide.) Follow the instructions below to select an event on the CalUsource Public Bid Site and display it in CalUsource.

1. Copy the RFx event name shown in the **Active Event** listings.
2. Click the **Login icon** and log into CalUsource with your login credentials.
3. Paste the name of the RFx into the Main Menu **search field** and press Enter.
4. Click on the event in the **RFX Card*.**
5. The RFX event you selected will display.







*Note: If you are already registered with CalUsource, you can search from **Projects** in the **Manage** section to access bidding events as well.

(See pages 12 through 22 for instructions on 'Participating in an RFx.')

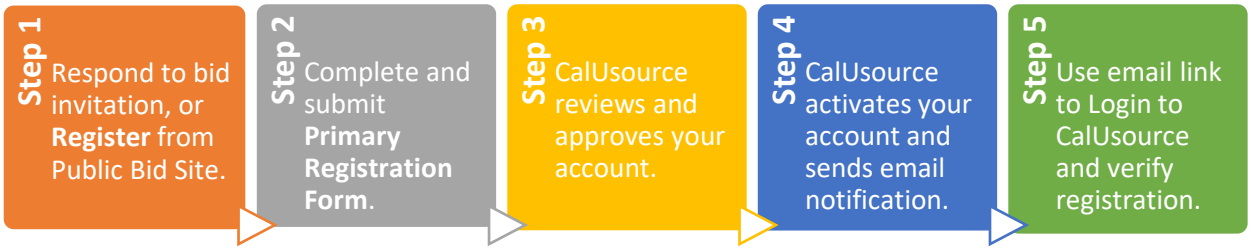
REGISTERING WITH CALUSOURCE

Registering in CalUsource offers you the opportunity to participate in sourcing events within the University of California (UC), California State University (CSU) and California Community College (CCC) systems. These events may be system-wide, multi-campus or campus-specific, within all or any system. Registration is available through the registration icon on the CalUsource Public Bid Site.

All you need to register is: (Note: Fields marked with a red asterisk* in registration form are required)

Your Company Information		Company Contact Information	Contact Login Credentials
• **Company Name** (Legal) • **Headquarters** (Country) • **Street Address** • **City** • **Phone #**	• **Business Region** (Campuses you'd like to work with) • **Category of Business** (Commodity Classifications)	• **First/Last Name** • **Email Address** • **Phone #**	• **Username** (6 characters min.) • **Password** (10 characters, w/upper & lowercase, a number & symbol.

CalUsource Registration Process:



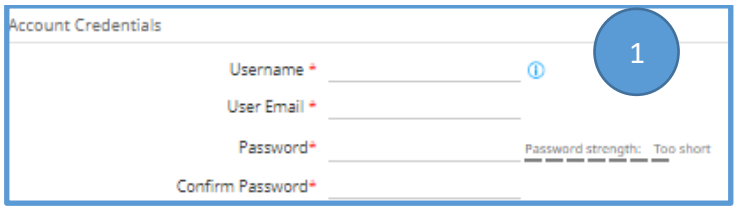
There are three different starting points for registration in CalUsource:

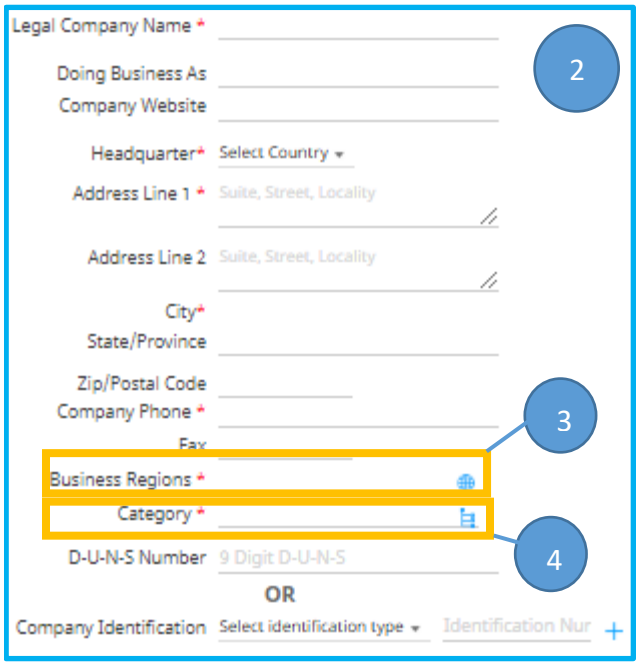
Registration Method	Starting Point
Self-registration	From the CalUsource Public Bid Site , click on the **Register icon** in upper right corner to open and complete the registration form.
By Bid Invitation	You receive an email invitation to register with a request to bid from an RFx author, or upon your own request to bid on a sourcing event.
By Invitation-not related to bid	You receive an email invitation to register when someone from your company has added you as a new contact in CalUsource.

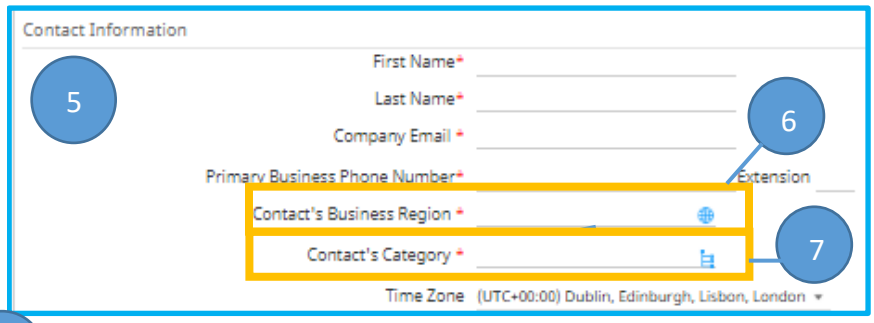
Registration Steps

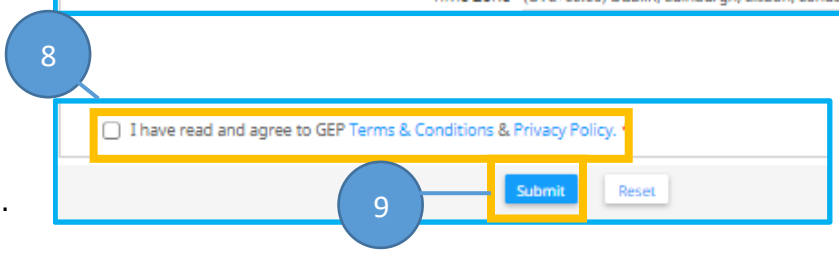
No matter how you start the registration process, the icon or link will open the Primary Registration Form. This form is simple and asks for the following basic information.

1. Complete the **Account Credentials** section with your login information.
2. Complete the basic **Company Information** section.
3. For **Business Regions**, click the **Region icon,** then click the **Plus icon**. Select campuses <u>your company</u> hopes to do business with. Click **Done.**
4. For **Category**, click the **Add Category icon.** Check all categories for which <u>your company</u> is able to provide materials and/or services.
5. Complete the **Contact Information** for the primary person responsible for responding to RFxs.
6. For **Contact's Business Region**, select the campuses the contact hopes to do business with.
7. For **Contact's Category**, check all applicable categories of materials and/or service.
8. Review the **Terms & Conditions** and **Privacy Policy**. Mark the **checkbox**.
9. **Submit** the Registration form.





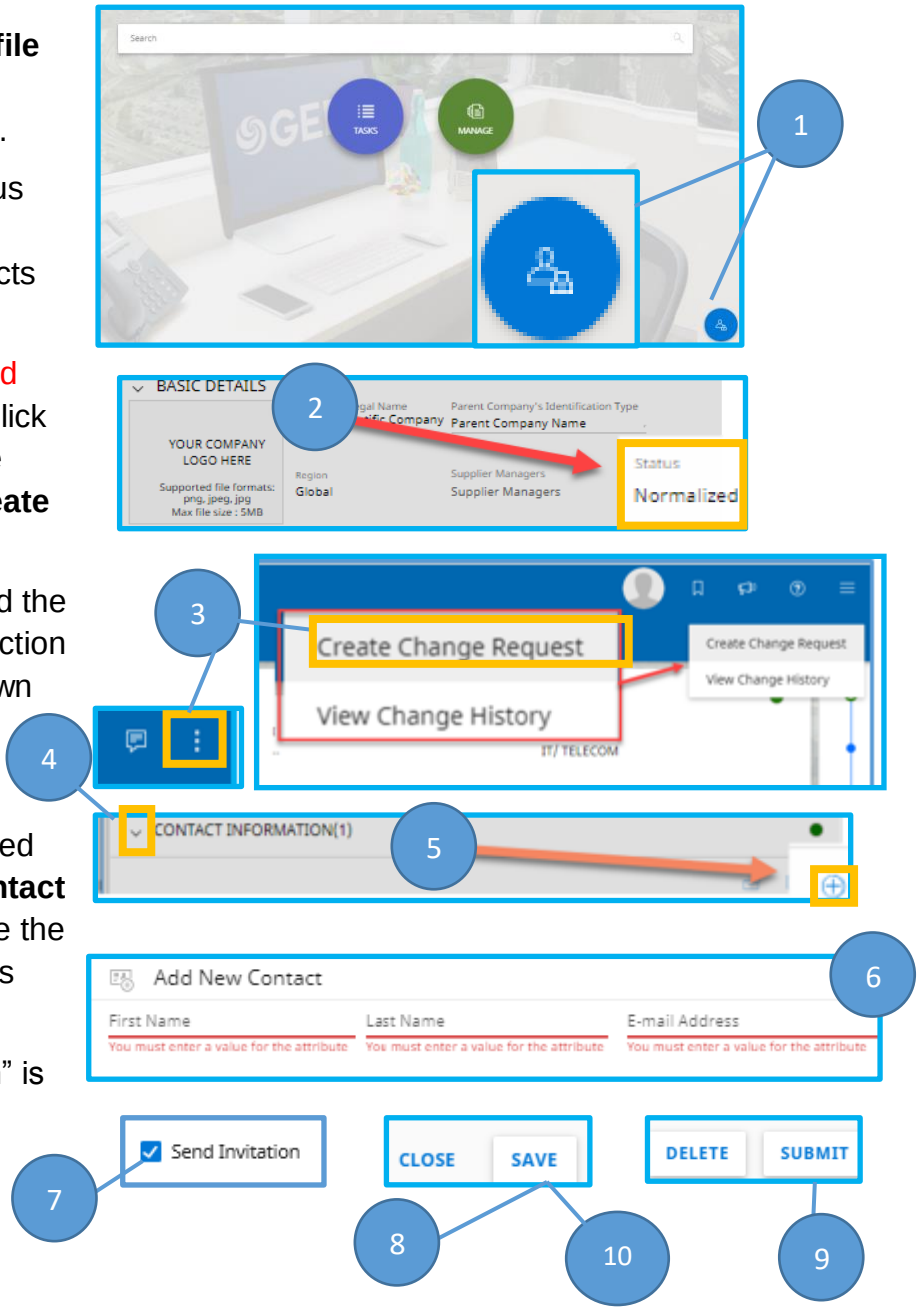




Adding Additional Supplier Contacts

Once you are registered with CalUsource, you can add colleagues to your company's Supplier profile so they can also view and participate in bids and contracts.

1. Select the **Supplier Profile icon** in the lower right corner of the Main Menu.
2. Note your company status in the **Basic Details** section. Your status affects which steps to complete.
3. For Normalized/Approved Status Suppliers Only: Click the **Actions Menu** in the right and then select **Create Change Request**.
4. Click the arrow to expand the **Contact Information** section that displays halfway down the screen.
5. Select the **Plus icon**.
6. Complete <u>all</u> fields with red text in the **Add New Contact Form**. Scroll down to see the **Global** and **Region** fields (required).
7. Ensure "**Send Invitation**" is checked (not needed for Normalized/Approved suppliers.)
8. Click **Save**.



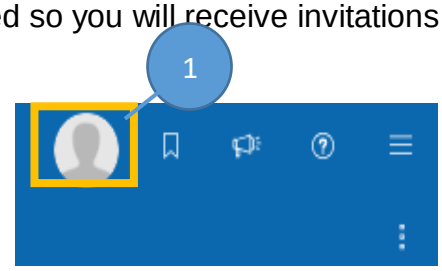
9. For Normalized/Approved Suppliers: Click **Submit** (at bottom of the screen). A pending approval message displays. **Important:** Refresh your browser until the message disappears. Your contact will be added and receive an invitation to register in CalUsource.
10. Click **Save**.

Updating Supplier Profile General Settings

CalUsource uses the information provided in registration to create your supplier profile.

It's important to keep your profile updated so you will receive invitations to participate in CalUsource bidding events.

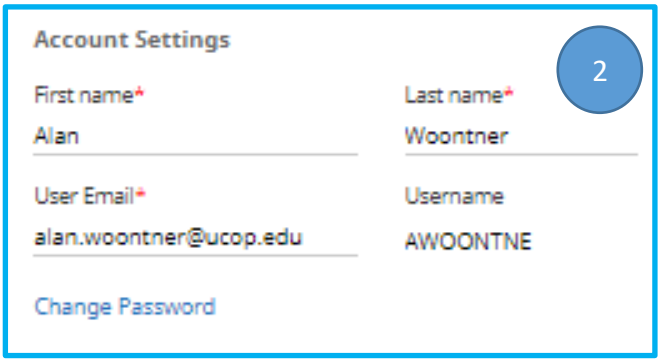
1. Login to CalUsource and click the **Supplier Profile icon** in the upper right of the screen.

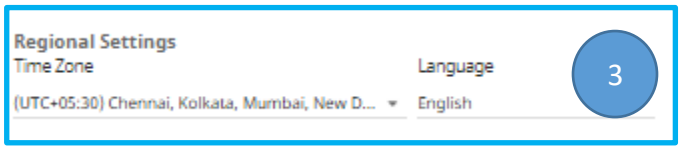


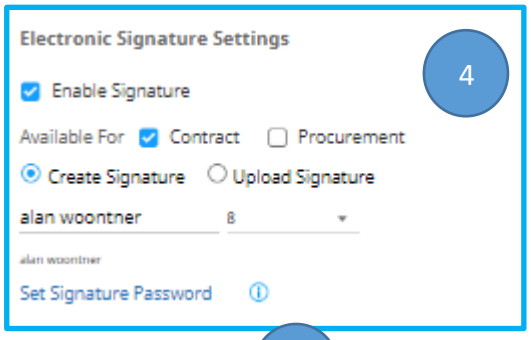
2. Edit the information in the **Account Settings** as needed.

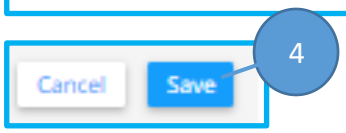
3. Edit **Regional Settings** sections, as needed.

4. Enable your electronic signature in the **Electronic Signature Settings** section.
   - Click the check box to enable your **Electronic Signature**.
   - Check the box to identify if the signature is applicable for **Contract** and/or **Procurement**.
   - You have the option of either creating a signature on this screen or uploading a signature file.
   - Click **Set Signature Password** to enter your password for the first time or change your password.









5. Click **Save** when you are finished updating your profile.

PARTICIPATING IN AN RFX

CalUsource uses the term **RFx** to describe an online sourcing event. An RFx might be a Request for Information (RFI), a Request for Quote (RFQ), a Request for Proposal (RFP), or an Auction. California public higher education institutions use CalUsource to create an RFx and invite suppliers to submit a bid.

Overview of the RFX process

The following diagram shows the major phases in the RFx process once a bid is closed. An RFx document's Timeline section (described on Page 17) provides a graphic representation of the time periods of each phase of the RFx.

Response	During the Response phase, invited suppliers can prepare and submit a bid for the RFx. During this phase, suppliers can revise their bids in response to information posted in the Discussion Forum or as desired to improve their chances of being selected. The RFx includes a bid clock that displays how much time is left to submit a bid the event. As long as the RFX is in the Response phase, you can withdraw and resubmit your bid.
Evaluation	The RFx's commodity manager can also include an Evaluation period after the Response phase to analyze bids. During this period, a team of evaluators will follow a structured practice to assess each supplier's responses. During this time, the commodity manager may reach out to suppliers for additional information on their bids. The buyer might negotiate with suppliers and make agreed-upon adjustments to their bids before the event moves into the Pending Selection phase.
Selection	After the Evaluation period closes, the RFX moves to the Selection phase. During this time, the commodity manager reviews bids and scores to make the final determination of which supplier(s) will be awarded a contract.
Award	During the Award phase, the supplier selection is formalized and documented. At this point, negotiation and contract creation begins.

The rest of this section describes the steps included in each phase of the RFX process.

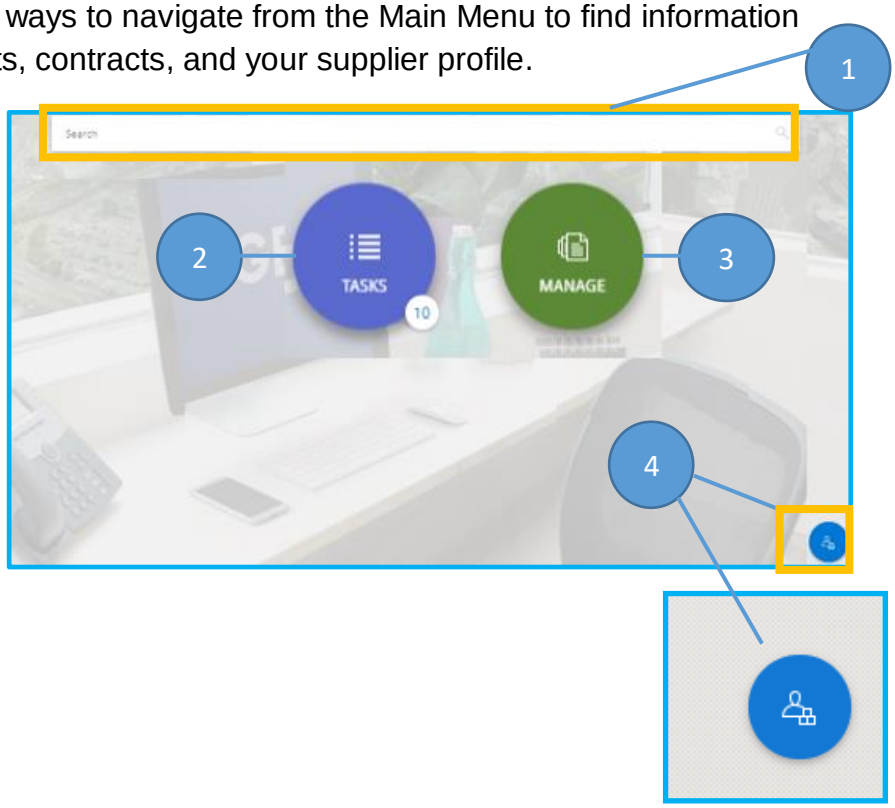
Supplier RFx Bidding Tasks in CalUsource

CalUsource expedites the process of bidding on RFx events from accepting bid guidelines, reviewing timelines, answering questions and providing price sheets.

Review this entire section to understand all aspects of responding to a CalUsource RFx event or go directly to the page for instructions with a specific CalUsource bidding task you need to perform.

Navigating from the Main Menu

The CalUsource Main Menu is the starting point for accessing all CalUsource pages and features. There are four ways to navigate from the Main Menu to find information related to your bidding events, contracts, and your supplier profile.



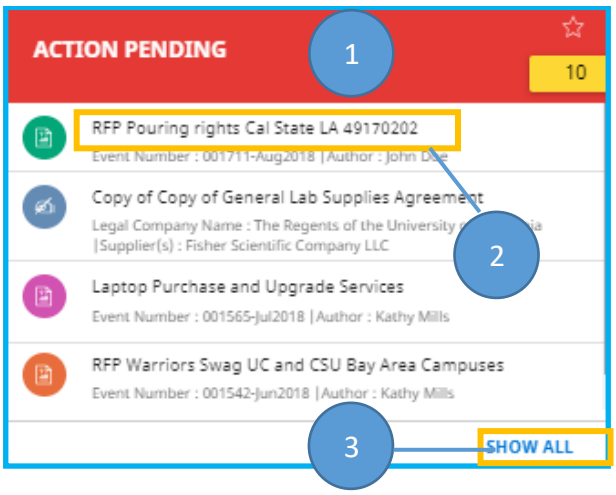
1. Enter specific terms to search for an RFx or Contract name in the main **Search bar** and press enter to see a list that matches your search terms.
2. Click **Tasks** to see items awaiting action from you.
3. Click **Manage** to see all existing CalUsource RFx events available for viewing.
4. Click **Supplier Profile** to review and update your company's profile and contact information.

Utilizing the Task and Manage Menus

Task Menu/Action Pending Card

When you click the Task Menu, the Action Pending card displays documents associated with you. The most recently modified documents will display at the top.

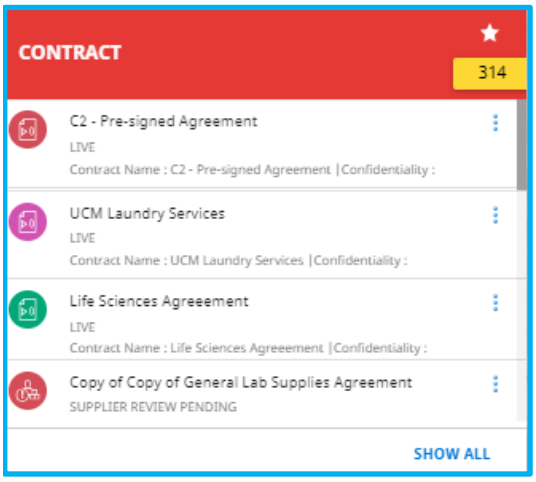
1. In most cases, the only card that will appear in the Task Menu is **Action Pending.** This card will list all items that require action from you.
2. Click the document's name to open it.
3. Click **Show All** to display all your Action Pending records.



Manage Menu

The Manage Menu lists all documents that you have access to, both those that are currently in progress and those that have been completed.

Contract Card: Lists contracts that you have been awarded.



RFx Card: Lists sourcing events you have responded to, or are in the process of responding to.

Top Blue Bar Features

The top blue bar has numerous icons to access and navigate CalUsource features.

Left Side Navigation Aids

Back button: Redisplays the previous screen.

Home: Returns you to the Main Menu from any CalUsource screen.

Page Title: The name and status of the displayed page.

Right Side Navigation Aids

Profile: Defines your account credentials, including password and electronic signature setup.

Bookmarks: Allows you to add bookmarks and select existing ones for quick access.

Announcements: Provides the latest CalUsource published announcements.

Support: Used to access the Help Center. For help with CalUsource issues contact support@gep.com. Do not use the GEP phone numbers.

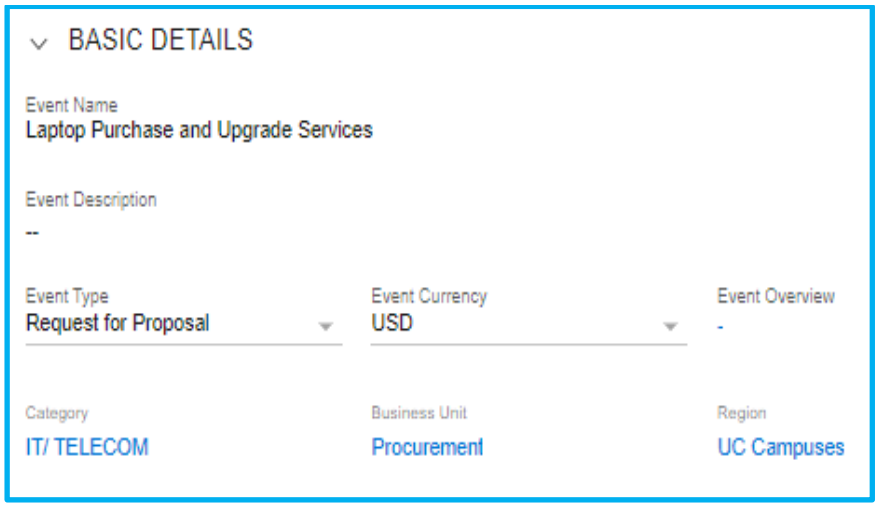
Navigation: Used to display the Log Out button and to provide quick access to CalUsource modules.

The following pages provide instructions on how to review and respond to a bid CalUsource.

Event Details Section

As the first section of the RFx, the Basic Details section acts as a cover sheet, providing an overview of the event. Key fields are highlighted below:

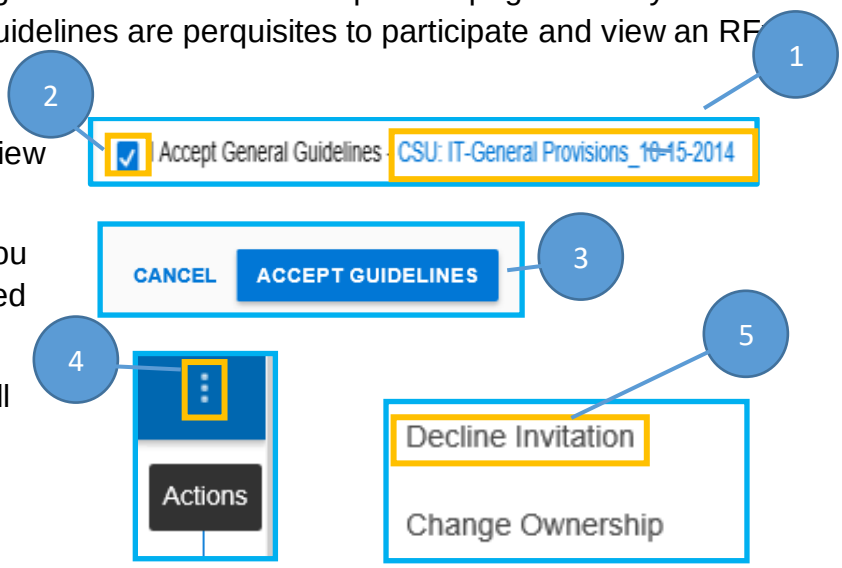
- **Event Name**
- **Event Description** – basic details of the event.
- **Event Type** – RFP, RFI, RFQ.
- **Event Overview**
- **Category** –The type of supplies/services addressed in the RFx.
- **Region** – Campus(es) covered by the RFx.



Accepting Event Guidelines

You must read and accept all guidelines listed on the top of the page before you can participate in the RFx event. Guidelines are perquisites to participate and view an RFx event.

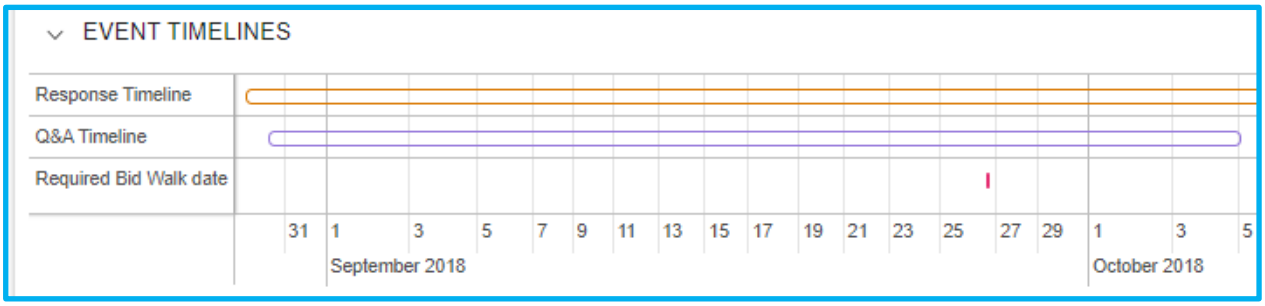
1. Click on the **hyperlink** to view event Guidelines.
2. **Check the box** to certify you have reviewed and accepted the Guidelines.
3. When you have checked all required guidelines, click **Accept Guidelines** in the lower right corner.
4. If you wish to decline participation in the event, click the **Actions icon**.
5. Select **Decline Invitation**.



Event Timelines

The **Event Timelines** section provides a graphical representation of the time allotted for each phase of the event.

The **Response Timeline** is of critical importance to you. To be considered, your response must be submitted by the end date and time shown in the Response Timeline.



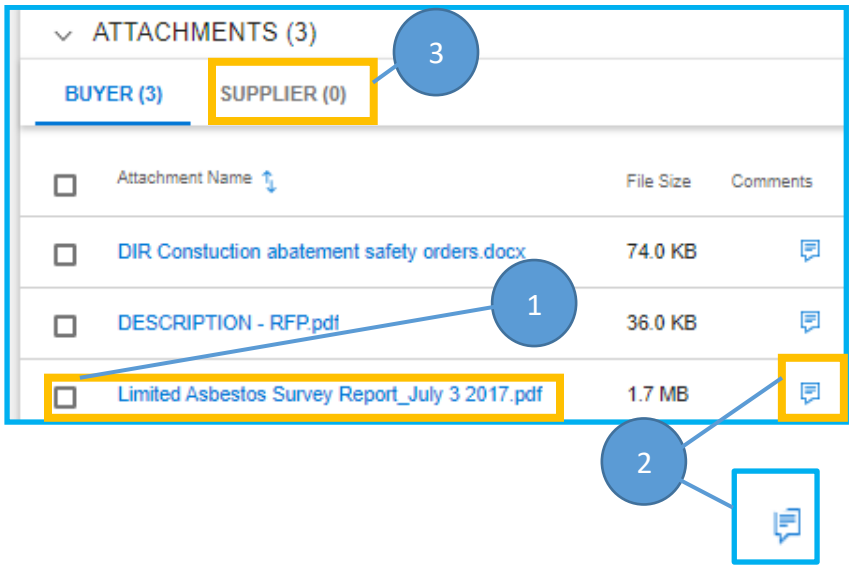
Note: The names of the timelines displayed in the graphic will vary from RFx to RFx.

The time remaining before the response period is closed displays in the upper right of the top blue bar as shown below.

Viewing and Adding Attachments

Use the Attachments section to view documents the RFx author has uploaded for your review.

1. Click documents to download them.
2. Click the **Comments icon** to view information the RFx author has provided about the attachment.
3. Click **Supplier** to upload documents that support your response.

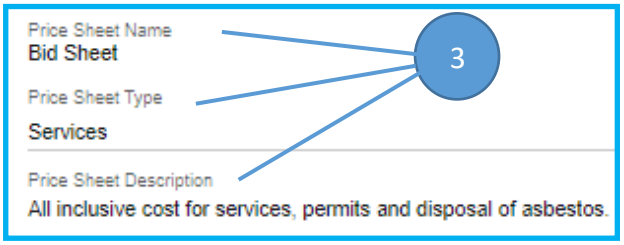


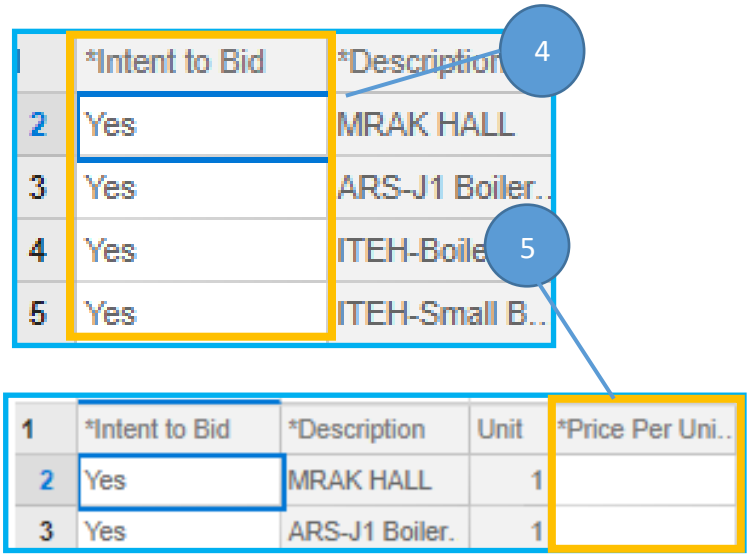
Note: Do NOT load Questionnaire and Price Sheet responses in the Attachment section. Use the 'Questionnaire' and 'Price Sheet' sections to load your responses.

Completing Price Sheets

A price sheet includes a list of items specified by the RFx author. Suppliers can provide quotes for all or some of these items. Also, you can choose to complete the price sheet online, or download the sheet to work offline and upload it upon completion.

1. Go to the **Price Sheet**s section. Click on a **price sheet name** to open it.
2. The **Response Completion %** column displays the percentage of price sheet fields that have been already completed. Price sheets for which you have not provided quotes are listed as 0.00%.
3. Review the top fields of the price sheet to confirm which items require you to provide prices.
4. In the **Intend to Bid** column, select **Yes** for items on which you will bid, and **No** for items on which you will not bid.
5. Complete the **Price Per Unit** column for all items on which you are bidding.
6. Alternately, if you choose to work on the price sheet offline, click the **Download icon** in the upper right of the screen to download the sheet.
7. Once you have completed your price sheets offline, click the **Upload icon** to upload them back into CalUsource.

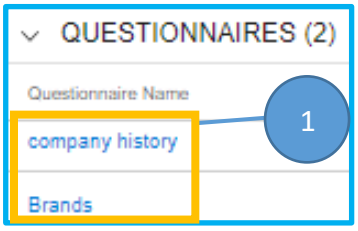




Completing Questionnaires

An RFX may have one or more questionnaires. You must answer all questions in each questionnaire before you will be allowed to submit your bid response. Follow these instructions to respond to CalUsource questionnaires.

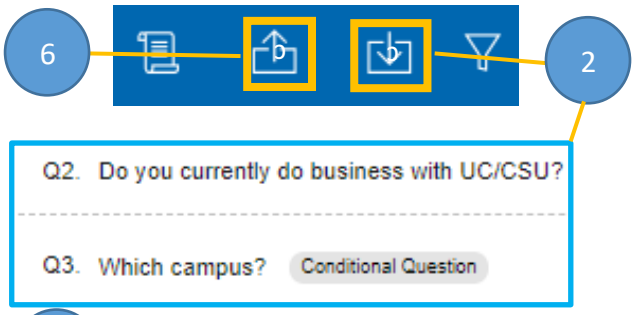
1. Click the **Questionnaire** name in the **Questionnaire** section to display the questionnaire.



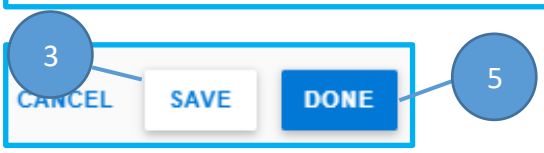
2. Answer the questions in CalUsource.

   —OR—

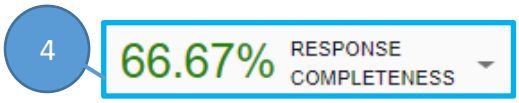
   Click the **Download icon** to download the questionnaire. (If you download the questionnaire, insert your answers in the *Response to Question* column of the downloaded file and save the document.



3. If you answer questions in CalUsource, click **Save** periodically to ensure you don't lose your work.



4. Answer all questions. The **Response Completeness** indicator will help you keep track of your progress. When the indicator display 100%, you are finished.



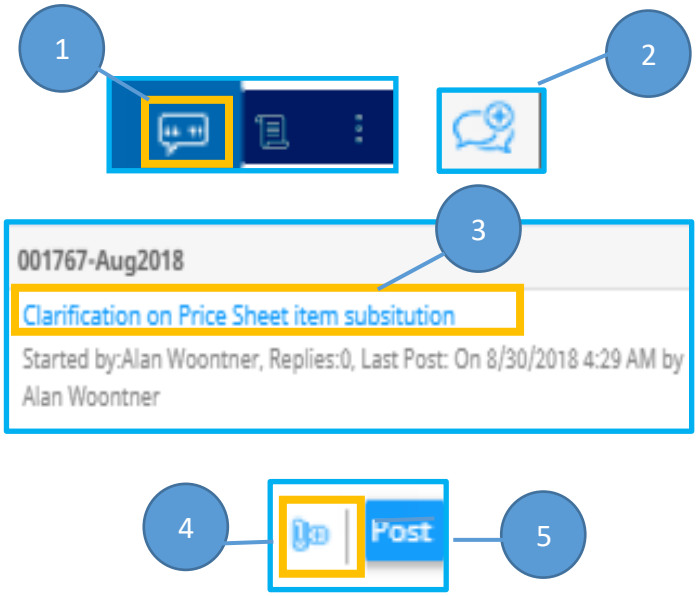
5. Click **Done** when you have answered all questions.

6. If you have downloaded questionnaires and completed them offline, click the **Upload icon** to upload them back into CalUsource.

Using the Discussion Forum

Use the RFx Discussion Forum to ask questions and reply to discussion topics.

Opening the Discussion Forum



1. Click the **Discussion Forum icon** in the top right corner of an RFx event screen to access the forum.
2. Click the **Add New Discussion icon** to start a discussion topic.
3. Add a descriptive **Discussion Title** and type your question below the title. Check the **Email Notifications** box to be notified on responses to your post.
4. Click the **Add Attachment** icon to upload related documents.
5. Click **Post** to post your discussion.

Replying to a Group Discussion Topic

1. Discussion topic titles are listed in blue on the main Group Discussion page. Click a **title** to display the discussion topic in a popup.
2. The discussion topic text displays at the top of the popup.
3. Click the **Reply with Quote icon**. This copies the discussion text into your reply to provide context.
4. **Enter your reply** in the blank field in the middle of the popup. Add files to your reply by clicking the **Attachment icon**.
5. Click **Post.**

Submitting your Response

After you have answered all RFx questions and completed the pricing sheets, you can submit your RFx response*.

1. Click the **Submit Response** button in the lower right of your screen, and click **Yes** in the Confirmation message.
2. **Response Submitted** will display in the top blue bar, or an error message will display describing the additional information required.

*Note: A primary respondent can reassign ownership to another contact (also registered in CalUsource) to submit the RFx.

Bidding Checklist

Use the following checklist to complete your bid before submitting it:

- ❑ Accept Guidelines

  You must accept the RFx guidelines before bidding.

- ❑ Review All RFX Details

  Check the information you have entered in all RFx sections. Make sure you read all attachments before bidding.

- ❑ Use the Discussion Forum

  CalUsource hosts a Discussion Forum for each RFx so you can ask questions and see responses to questions that other suppliers have asked. Ask questions as early in the process as possible to allow the RFx author time to provide a complete answer.

- ❑ Prepare a Price Sheet for All Items

  You must indicate whether you intend to bid on each item listed in each price sheet. You must also enter a price per unit for all items on which you are bidding.

- ❑ Prepare Questionnaire Responses

  You must respond to all RFx Questionnaire questions before submitting your bid.

Withdrawing and Resubmitting a Bid

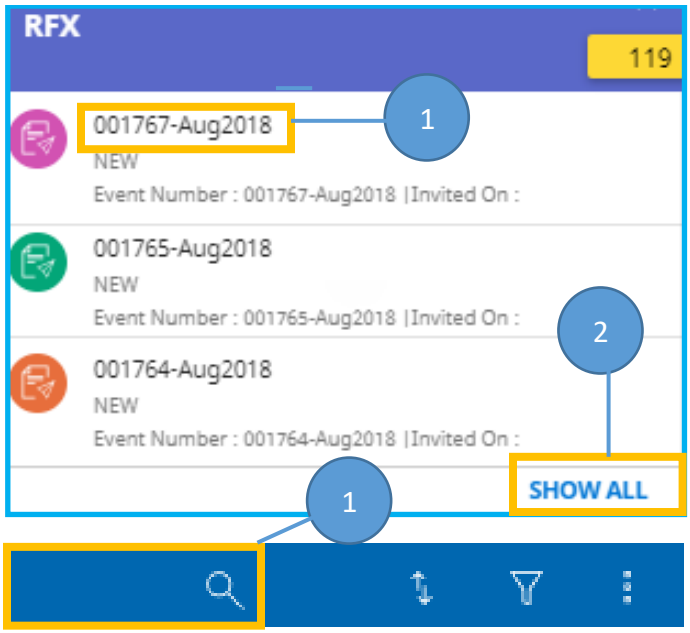
You can withdraw a submitted bid while the response period is open if:

a) you want to make changes to your response or,
b) you no longer want to be considered for an RFx.

Locating a Submitted Bid

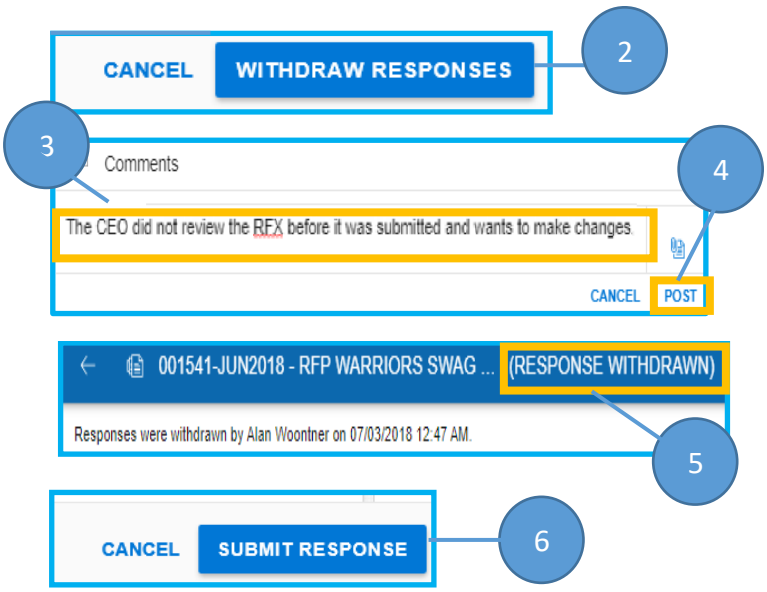
Submitted bids can be accessed by clicking **Manage** on the Main Menu.

1. If the RFx desired displays in the Card list, click the **RFx title** to open it.
2. If it does not display, click **Show All** at the bottom of the Card.
3. If the RFx list is too long, enter the name of the RFx in the **Search** field and press Enter. Click on the **RFx title** in the list to open it.



Withdrawing and Resubmitting a Bid

1. With the RFx displayed, click the **Withdraw Responses** button in the lower right of your screen, then click **Yes** in the Confirmation message.
2. Enter a reason for withdrawing your response in the **Comments** popup that displays.
3. Click **Post**.
4. **Response Withdrawn** will display in the top blue bar.
5. Make the necessary changes to your RFx bid.
6. Click **Submit Responses** to resubmit your bid.



CONTRACTING IN CALUSOURCE

CalUsource facilitates the contracting process by:

- Sharing contract details, such as party contact information, contract terms, compliance requirements, notification schedules, access to additional attachments and other pertinent information.
- Facilitates the process of contract language review, redlining and revisioning among all parties.
- Facilitates the process of contract execution.

Contract Document Overview

The following table defines each section of a CalUsource contract document.

Basic Details – The contract cover sheet provides basic details about the contract.

Applicable For – Defines commodity category and campuses to which the contract pertains.

Internal Party – Lists authoring entity's key contacts and parties.

External Party – Lists your company's contract contact and signatory.

Terms – Lists the Parent Contract Number or Name (if applicable), contract value, payment terms, effective date, how long the contract remains in effect, and any renewal conditions.

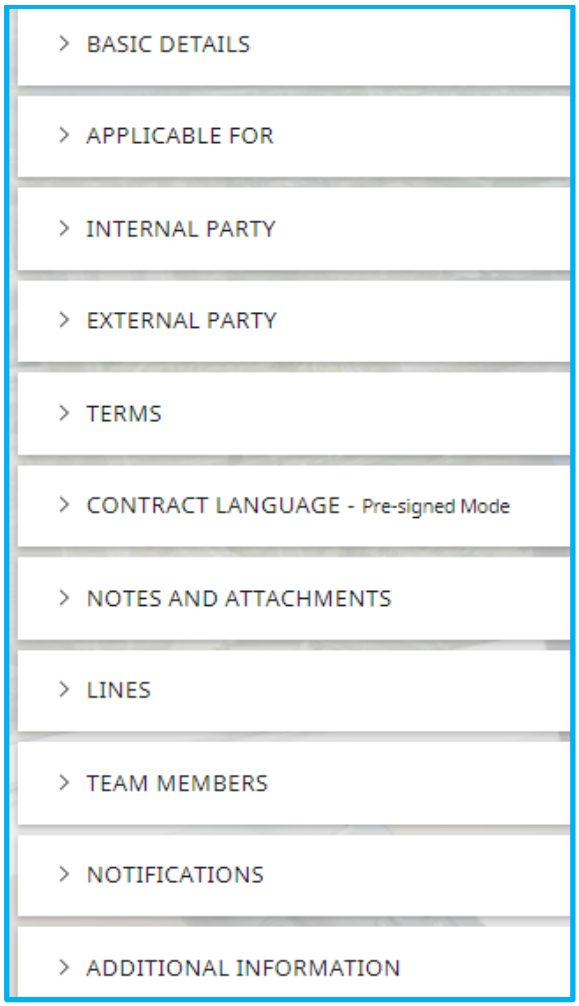
Contract Language – For review and revision of contract language (see below).

Notes and Attachments – Displays contract-related files, notes and external links.

Lines – Displays lines from the RFx price sheet.

Team Members – Lists authoring entity's contract viewers or reviewers.

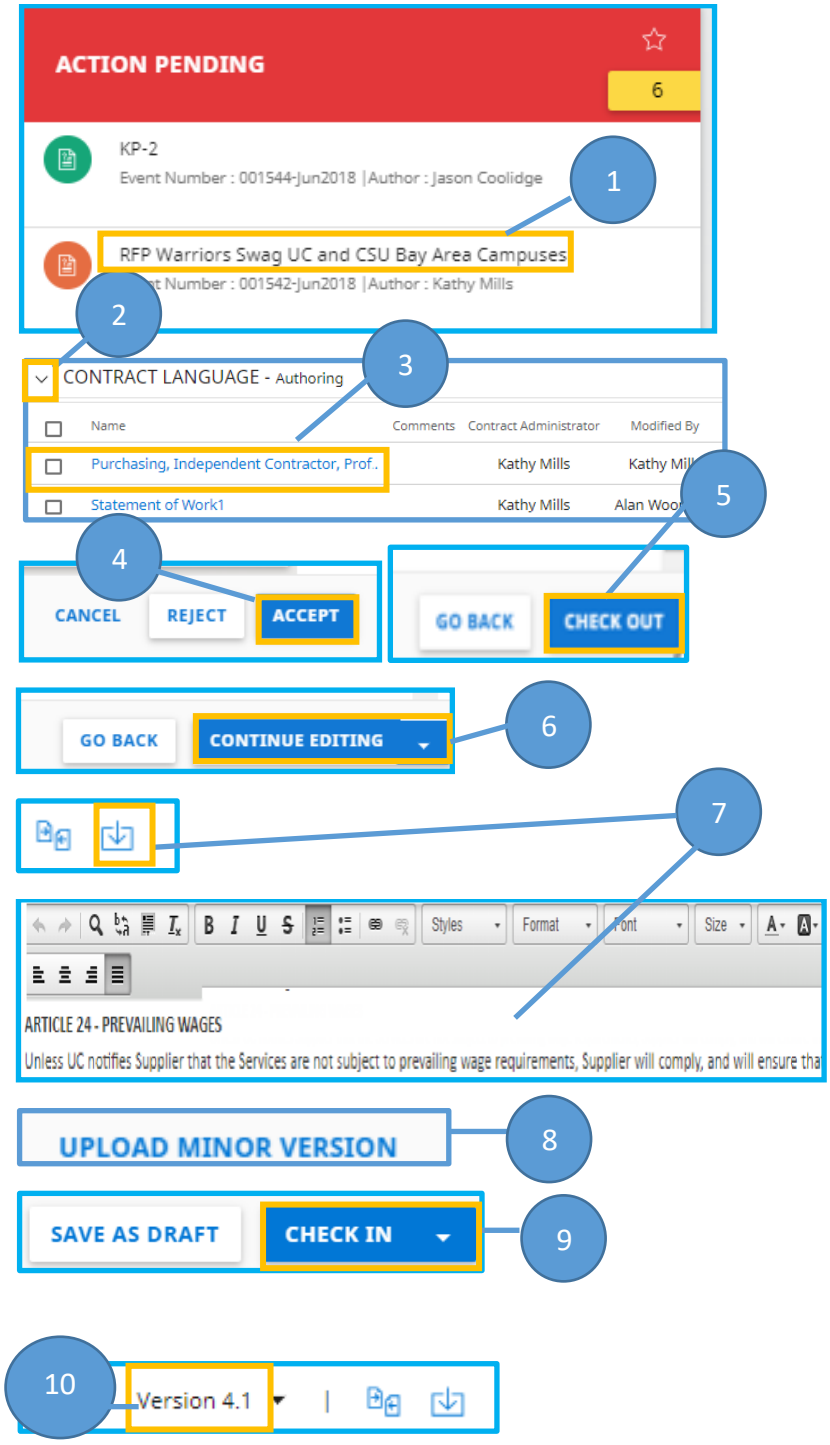
Notifications – Lists notifications you will receive during the life of the contract.



Reviewing and Revising Contract Language

You will receive an email notification with a login link when your contract is ready for review. Upon review, you can accept the contract language as is or suggest modifications. This process is the equivalent of track change redlining.

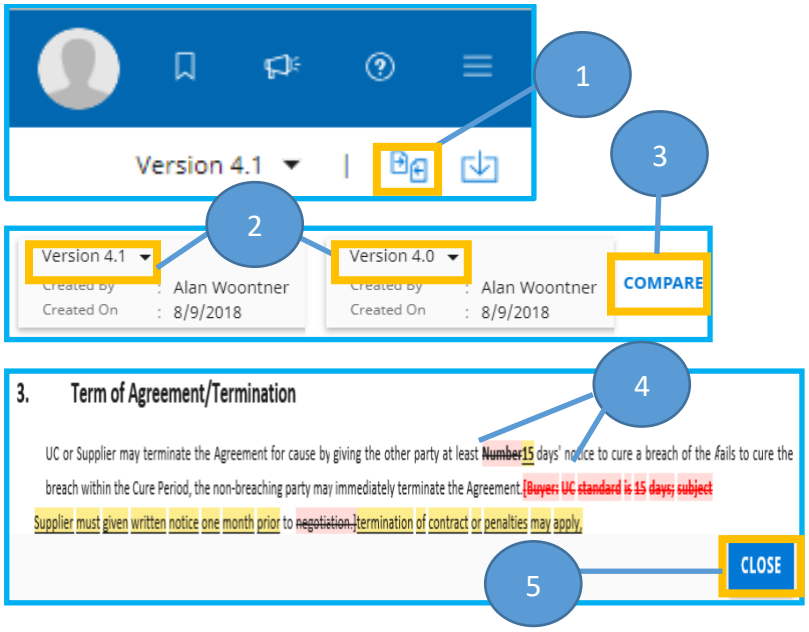
1. Once logged in, click **Tasks** on the **Main Menu** and click on the **Contract's Name** in the Action Pending card to display it.
2. Click the down arrow to open the **Contract Language** section.
3. Click the **contract document's name** to review it.
4. Upon review, if you are satisfied with the contract language, click **Accept** (bottom of screen) to approve the contract. (Skip to "Accepting the Contract" – pg 25.)
5. If not satisfied, click **Check Out** in the bottom right corner of the displayed document.
6. Click **Continue Editing.**
7. You can either edit the document in CalUsource (similar to Microsoft Word) or click the **Download icon** and edit offline. Downloading will allow you to share the document with others to review and redline.
8. If you made changes to a downloaded document, click **Upload Minor Version** in the lower right corner to upload it.
9. Click **Check In** when you have finished making changes.
10. The new **Version Numbe**r will display at the top of the screen.



Comparing Versions of a Document

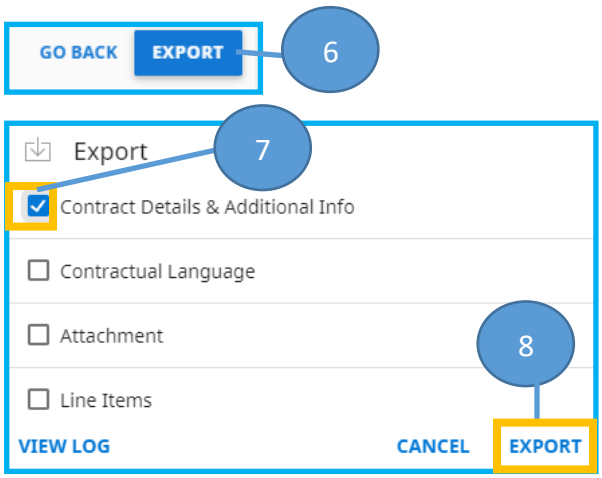
Note: Comparing versions is optional. If not comparing versions, go to “Accepting the Contract” on the next page.

1. Click the **Compare Versions icon** to compare what you have changed to previous versions.
2. Click the dropdown arrows in the left and right boxes to select the versions you want to compare.
3. Click **Compare** to see a markup comparing the two versions you selected.
4. In the compared document, yellow highlights denote text that has been added. Crossed-out text has been deleted.
5. Click **Close** to re-display the current version.
6. Click **Check Out.**
7. Click the down arrow next to **Continue Editing.**
8. Click **Check In**.
9. Click **Go Back** to return to the main contract document.



Accepting the Contract

1. Click **Accept** in the main contract document to accept the Contract.
2. Review previous comments about the document in the top section of the Comments pop-up.
3. Add your comments indicating any changes you made or confirming your acceptance in the bottom part of the Comments popup.
4. Click **Accept.** This forwards the contract to the contract author who will review your changes and comments and determine next steps.
5. The contract cover sheet displays and a **Contract Successfully Added** appears at the bottom of the screen.
6. Click **Export** at the bottom of the screen if you want to export the contract to your computer.
7. Select the particular contract language document(s) you want to export.
8. Click **Export** again.

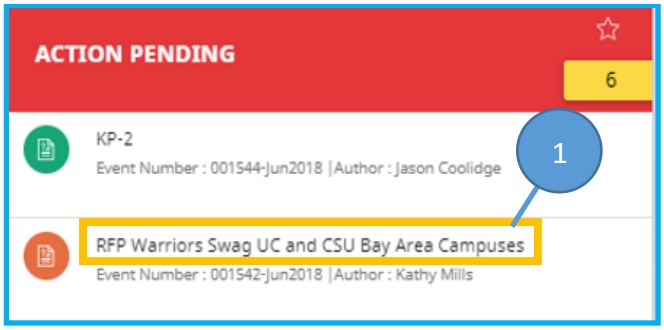


Executing the Contract

Once the contract has been accepted by both parties, you will receive an email notification to sign the contract.

1. Click **Tasks** in the **Main Menu.** Click the contract title in the **Action Pending** card to open the contract.
2. Click **Sign Contract** at the bottom of the page.
3. Enter your password in the **Signatory Password** field.
4. Click the check mark stating you have authority to sign the contract.
5. Click **Sign**.
6. **Supplier Signed** displays in the top blue bar. Your signed contract is forwarded to the internal signatory.The contract is executed once they sign it.

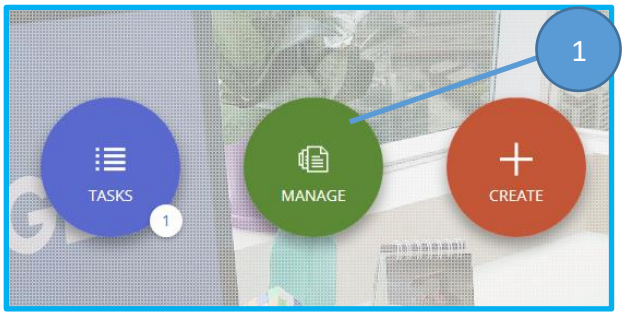
   You will receive an email notification when your contract has been executed and is designated as “Live” in CalUsource.



Accessing a Live Contract

You can access live agreements in CalUsource to track any revisions and modifications that occur throughout its life.

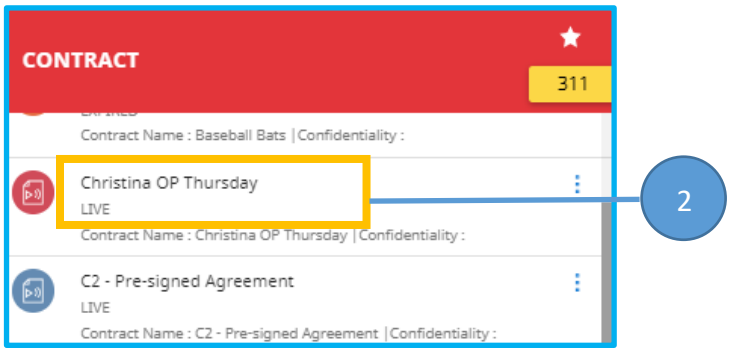
1. Log in to CalUsource and click **Manage** in the **Main Menu**.



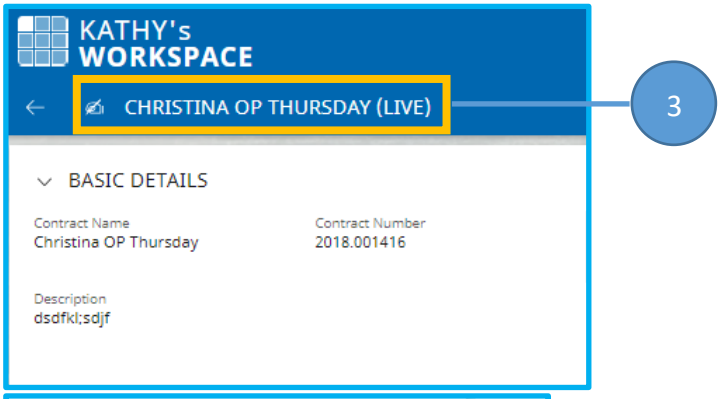
2. Locate the contract in the **Contract** card. If a contract is live, **LIVE** will display under the contract's name.

   You may need to click **Show All** (at the bottom of the card) if you have several contracts listed.

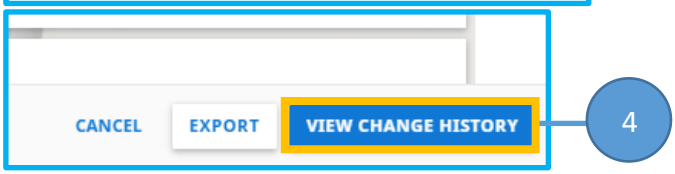
   Click the **Contract name** to display the contract.



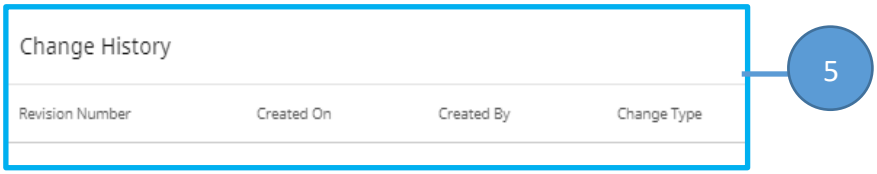
3. The contract document displays and **Live** displays in the top blue bar.



4. Click the **View Change History** button.



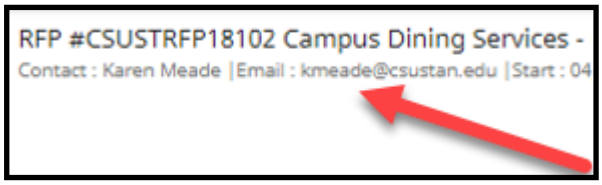
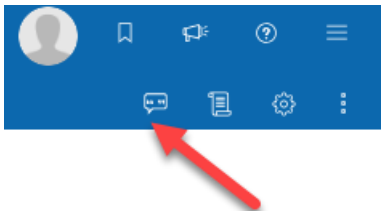
5. Review any contract revisions that have occurred since the contract has gone live in the **Change History** popup.



GETTING HELP

The type of issue you are experiencing determines where you should go for help.

The table below identifies the appropriate CalUsource resource to contact for help with technical issues, registration, bidding, and contracts.

For technical issues or general information on using CalUsource	Contact the GEP* Help Desk at support@gep.com. *GEP is the technology provider of the CalUsource platform.
For general questions related to an RFx event posted on the CalUsource Public Bid Site	Refer to Contact name and email listed directly below the RFx title in the listing on the Public Bid Site. 
For questions or assistance related to an active RFx event on which you are currently bidding	Open the RFx in CalUsource and click on the Discussion Forum icon (shown below) to submit a question within the Q&A time period specified in the RFx. The question you submitted will be answered according to the Q&A time period through the Discussion Forum (see p.19 for more detail). 
For questions about contract terms, conditions or contract language.	Open the Contract in CalUsource, and scroll down to the **Internal Party** section which lists the authoring entity's key contacts and parties.

CalUsource Sites and Resources

Click the following URLs to access CalUsource resources for Suppliers.

CalUsource Public Bid Site	Lists all active and closed bidding events within CalUsource. Provides a link to self-register in CalUsource.
CalUsource Website	Resource for Suppliers interested in working with California public higher education institutions. The CalUsource Public Bid Site is accessible from this website.
CalUsource login	Allows registered CalUsource users to login to the CalUsource platform to participate in sourcing events.

Frequently Asked Questions

Do I have to pay a membership fee to participate?

There are no fees. The buying organization assumes all costs associated with running the RFx.

How do I get a username and password?

The email message inviting you to register for CalUsource and/or participate in the RFx contains your username and password.

How do I change my password?

You can change your password by clicking on the Profile icon (silhouette) that displays at the top of all CalUsource webpages. See Page 5 of this guide for more details.

How do I change my time zone?

You can change your time zone by clicking on the Profile icon (silhouette) that displays at the top of all CalUsource webpages. See Page 5 of this guide for more details.

Do I have to fill out all the registration profile information?

Only fields with a red asterisk (*) are required. However, the buying organization will use the information in your profile to find suppliers for future sourcing events, so it is advantageous for you to complete your entire profile.

Can my company bid as a team?

You can bid as a team only if the team members share a single login during the bid response process. Using the same login, different team members can edit, enter and save information, but the primary contact listed is the person who must submit the final bid.

Please note that only one team member should edit the bid at a time. Otherwise, one team member can overwrite another team member. You can change ownership of a bid by selecting **Ownership** on the **Actions menu** and changing the role of Primary Respondent to another registered CalUsource user in your company.

What do I do if I make a mistake?

CalUsource checks your bid when you submit it and informs you of any errors that need correction. CalUsource will display a 'Success' message if your bid has been submitted properly.

Can I change my bid after it is submitted?

You can withdraw and resubmit your bid only while the RFX is in the Response phase.

How do I send a message to the buying organization?

Click the Discussion Forum icon in the RFX, and then click the add New Discussion icon. Enter your message, and click Post.

Will other suppliers be able to see my bid or name?

No, other suppliers will not be able to see your bid.

Will the event end automatically?

The event will close automatically at the end date/time shown in the RFx timeline.

Do I need to save the information I enter during bidding?

CalUsource automatically saves information that you enter into each section. However, we do recommend saving your questionnaire responses as you enter them, as it is possible to inadvertently cancel out and lose your responses.

Sustainable Practices

Responsible Officer:	EVP – Chief Operating Officer
Responsible Office:	ES – Energy & Sustainability
Issuance Date:	7/24/2019
Effective Date:	7/1/2019
Last Review Date:	1/31/2019
Scope:	All Campuses, Health Locations, and the Lawrence Berkeley National Laboratory

Contact:	Matthew St. Clair
Title:	Director of Sustainability, UCOP
Email:	Matthew.StClair@ucop.edu
Phone:	(510) 287-3897

TABLE OF CONTENTS

I. POLICY SUMMARY 2
II. DEFINITIONS 2
III. POLICY TEXT 8
A. Green Building Design 8
B. Clean Energy 9
C. Climate Protection 10
D. Sustainable Transportation 11
E. Sustainable Building Operations for Campuses 11
F. Zero Waste 12
G. Sustainable Procurement 13
H. Sustainable Foodservices 15
I. Sustainable Water Systems 16
J. Sustainability at UC Health 16
IV. COMPLIANCE/RESPONSIBILITIES 17
V. PROCEDURES 18
VI. RELATED INFORMATION 35
VII. FREQUENTLY ASKED QUESTIONS 35
VIII. REVISION HISTORY 36

I. POLICY SUMMARY

The Sustainable Practices Policy ("Policy") establishes goals in nine areas of sustainable practices: green building, clean energy, transportation, climate protection, sustainable operations, waste reduction and recycling, environmentally preferable purchasing, sustainable foodservice, sustainable water systems.

II. DEFINITIONS

Addressable Spend: Spend that can be impacted through sourcing activities. For the purposes of this policy, addressable spend relates to the spend within a specific product or service category.

Adjusted Patient Day: Inpatient Days x (Gross Patient Revenue/Inpatient Revenue) where Gross Patient Revenue is Outpatient Revenue + Newborn Revenue + Inpatient Revenue.

Allowable Thermal Residual Conversion: Consistent with CalRecycle and the Southern California Conversion Technology Project, residual conversion includes: thermal, chemical, mechanical, and/or biological processes capable of converting post-recycled residual solid waste into useful products and chemicals, green fuels like ethanol and biodiesel, and clean, renewable energy. It does not include combustion.

Examples include the transformation of post-recycled residual materials into usable heat or electricity through gasification, pyrolysis, distillation, or biological conversion other than composting. To count as allowable residual conversion, the process must include an integrated materials recovery facility (MRF) or equivalent sorting system to recover recyclables and compostable material prior to conversion. Materials that are otherwise landfilled or incinerated, including biomass conversion operations that exclusively incinerate organic materials, landfill-gas-to-energy (LFGTE) facilities, and other facilities that do not employ integrated materials recovery or equivalent sorting and recovery systems may not be considered to be converted residual waste.

Average Vehicle Ridership (AVR): Calculated by dividing the number of all person trip arrivals by the number of private vehicle trips, with adjustments for telecommuting, compressed work weeks and zero emission vehicles (based on the South Coast Air Quality Management District method).

CBC: California Building Code, Title 24 portion of the California Code of Regulations

Climate Neutrality: Climate neutrality means that the University will have net zero climate impacts from greenhouse gas (GHG) emissions attributed to scope 1 direct emission sources and scope 2 indirect emission sources as defined by The Climate Registry, and specific scope 3 emissions as defined by Second Nature's Carbon Commitment. This neutrality will be achieved by minimizing GHG emissions from these sources as much as possible and using carbon offsets or other measures to mitigate the remaining GHG emissions.

Combustion: As defined by CalRecycle, combustion is a rapid conversion of chemical energy into thermal energy. The reaction is exothermic. Organic matter is oxidized with

sufficient air (or oxygen) for reactions to go to completion. The carbon and hydrogen are oxidized to carbon dioxide and water, respectively.

Construction and Demolition Waste (C&D): Waste generated by construction projects that do not occur every year or are not a result of regular operations and maintenance. Examples include building renovations or new construction.

Diversion from Landfill: Institutions divert materials from the landfill, combustion or other non-allowable thermal conversion by recycling, composting, donating, reselling or reusing.

Domestic Water: Potable and non-potable water provided for domestic indoor (e.g., toilets, urinals, showers, and faucets) and outdoor (e.g., landscape irrigation) use.

Economically and Socially Responsible (EaSR) Spend: Spend on products or services supplied by a business holding one of the UC-recognized certifications listed in the UC Sustainable Procurement Guidelines.[1]

Environmentally preferable products: Designation for those products whose manufacture, use, and disposal results in relatively less environmental harm than comparable products.

Expanded Polystyrene (EPS): As defined by the City of San Francisco, blown polystyrene and expanded and extruded foams which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to, fusion of polymer spheres (expanded bead polystyrene), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Fleet: University-owned or operated vehicles and mobility equipment (e.g., passenger vehicles, trucks, vans, shuttles, agricultural vehicles, marine equipment, etc.) including vehicles operated under contract with the University **and for which the University/Campus maintains operational control.**

Full Time Equivalent (FTE): A full-time equivalent employee is the hours worked by one employee on a full-time basis and can be used to convert the hours worked by several part-time employees into the hours worked by full-time employees. A full-time employee is assumed to work 40 hours in a standard week.

Green Lab Assessment Programs: A program that works with individual laboratories and researchers to inform, collect best practices, and assess areas for improvement in research efficiency, including engagement, and targeted initiatives around efficiency in natural resources and other environmental issues. This assessment program could be based on the My Green Labs (MGL) Systemwide Checklist or another similar tool. The MGL checklist was developed based on best practices from several UC campuses as well as the expertise of My Green Lab.

Green Spend: Spend on products meeting the UC "Preferred Level" of environmental

[1] University of California. 2018. The University of California's Sustainable Procurement Guidelines.

sustainability criteria as laid out in the UC Sustainable Procurement Guidelines.[2]

Gross Square Foot: Pursuant to the definition in the Facilities Inventory Guide[3], gross square footage is the Outside Gross Area, or OGSF50, and equals the sum of Basic Gross Area (the sum of all areas, finished and unfinished, on all floors of an enclosed structure, for all stories or areas which have floor surfaces) + 50% Covered Unenclosed Gross Area (the sum of all covered or roofed areas of a building located outside of the enclosed structure). OGSF50 is also known as "California Gross."

Industrial Water: Water provided for specific industrial applications such as heating, cooling, or lubricating equipment.

LEED™: Leadership in Energy and Environmental Design. LEED is a registered trademark of the U.S. Green Building Council (USGBC). This trademark applies to all occurrences of LEED in this document. LEED is a green building rating system developed and administered by the non-profit U.S. Green Building Council. The four levels of LEED certification, from lowest to highest, are Certified, Silver, Gold, and Platinum. LEED has several rating systems. This Policy refers to the following rating systems:

> **LEED for Interior Design and Construction (LEED-ID+C)** for renovation projects;
> **LEED for Building Operations and Maintenance (LEED-O+M)** for the ongoing operational and maintenance practices in buildings; and,
> **LEED for Building Design and Construction (LEED-BD+C)** for new buildings and major renovations of existing buildings.

Location: As used in this Policy, means any or all campuses, health locations, and the Lawrence Berkeley National Laboratory as referred to in the "Scope" above.

Low-emissions vehicle (LEV): As defined by the current California Air Resources Board (CARB) LEV program standards, a vehicle that emits relatively low levels of GHG emissions from the onboard source of power and may include subcategories as defined by CARB.

Municipal Solid Waste: Garbage, refuse, sludges, and other discarded solid materials resulting from residential activities, and industrial and commercial operations which are legally accepted in CalRecycle permitted landfills. Municipal Solid Waste does not include any regulated hazardous/universal waste, medical waste or other material used as Average Daily Cover (ADC); however, it does include construction and demolition waste, diverted recyclables and organic waste. Non-health location waste targets refer to municipal solid waste only.

Operating Room Setback: (also referred to as "night setback" or "unoccupied setback") is an energy-saving strategy that reduces the amount of air supplied to an OR when the room is not in use. Heating, ventilation and air conditioning (HVAC) system setback may also allow temperature or humidity settings (or both) to widen during times the room is not in use.

[2] University of California. 2018. The University of California's Sustainable Procurement Guidelines
[3] Facilities Inventory Guide, Attachment 8, Appendix C, pages 13-15.

Organic: As defined by CalRecycle, material containing carbon and hydrogen. Organic material in municipal solid waste includes the biomass components of the waste stream as well as hydrocarbons usually derived from fossil sources (e.g., most plastics, polymers, the majority of waste tire components, and petroleum residues).

Packaging Foam: Any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: Ethylene-vinyl acetate (EVA) foam, Low-density polyethylene (LDPE) foam, Polychloroprene foam (Neoprene), Polypropylene (PP) foam, Polystyrene (PS) foam (including expanded polystyrene (EPS), extruded polystyrene foam (XPS) and polystyrene paper (PSP)), Polyurethane (PU) foams, Polyethylene foams, Polyvinyl chloride (PVC) foam, and Microcellular foam. Not included is easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

Policy Exception Authority: The responsible authority for granting exceptions to item III.G.5.a. in the Sustainable Procurement section of this Policy will be the Chief Procurement Officer for a non-UC Health systemwide or Office of the President contract and otherwise by the senior procurement officer of the campus.

Post-Consumer Waste (PCW): Waste produced by the end-user of a product. Post-consumer waste is differentiated from pre-consumer waste, which refers to waste produced in the manufacture of a product.

Potable Water: Water that meets state water quality standards for human consumption**.**

Reclaimed or Recycled Water: Wastewater treated with the intention of reuse, including:

- Direct Potable Reuse: Treated wastewater reused for human consumption.
- Indirect Potable Reuse: Treated wastewater blended with groundwater or other water sources reused as potable or non-potable water.
- Non-Potable Reuse: Treated wastewater reused for purposes other than human consumption, such as irrigation, fire suppression, and industrial processes.

Renewable power: Energy generated from inexhaustible sources, such as the sun or wind, or from sources that can quickly be replenished, such as biomass. For the purposes of this Policy, an energy source is renewable if it has been designated as such by the California Energy Commission (Renewables Portfolio Standard Eligibility).

Required Level Green Spend criteria: The minimum certification standard required for a product or service category. Required Level Green Spend criteria is laid out in the UC Sustainable Procurement Guidelines.[4]

Research Group: When counting the number of laboratories assessed via a green lab assessment program, a laboratory will be counted as a research group rather by physical rooms. As defined in the Laboratory Hazard Assessment Tool, (LHAT) a group includes the workers that report to one Principal Investigator (PI) or Responsible Person. While some PI's may have multiple groups, one assessment for the purposes

[4] University of California. 2018. The University of California's Sustainable Procurement Guidelines

of this Policy will include all the people working under one PI or Responsible Person, and all of the rooms they occupy or share, and field sites, if any. Total number of PI's and Responsible People will be tracked according to LHAT or similar tracking method at campuses not using LHAT. LHAT includes research and teaching laboratories.

Savings by Design: An energy efficiency program offered by California's four investor-owned utility companies and the Sacramento Municipal Utility District. Savings By Design provides design assistance, energy analysis, life-cycle costing, and financial incentives for new construction and major renovation projects. The Savings By Design program is also known as the Non-Residential New Construction Program.

Single-Occupancy Vehicle (SOV): Vehicle driven by a single driver with no passengers. SOV percentages may separate the percentage of vehicle trips occurring in zero- or low-emission vehicles from carbon-fuel vehicles (e.g., SOV-standard fuel and SOV-alternative fuel).

Single Pass Cooling: Single Pass or Once Through cooling systems flow water through a piece of equipment to absorb heat and dispose the water down the drain without recirculation. Replacing and managing these types of systems is a recommended best practice by the International Institute for Sustainable Laboratories (formerly Labs 21), US Office of Energy Efficiency & Renewable Energy, and the EPA. Equipment typically using this type of cooling includes hydraulic equipment, distillation condensers, refrigeration condensers, air compressors, vacuum pumps, electron microscopes, mass spectrometers, lasers, helium recovery, and electro magnets.

Solicitation: The process of seeking information, bid proposals, and quotations from suppliers.

Sterilized Water: Water that has been cleaned to remove, deactivate, or kill microorganisms present that may be harmful to humans; primarily used in medical facilities and research.

Stormwater: Water that originates during precipitation events.

Strategic sourcing: A process designed to maximize the purchasing power of large, decentralized organizations, such as the University of California, by consolidating and leveraging common purchases.

Sustainable Procurement: [Modified from the UK Government's Sustainable Procurement Task Force (2012)] Purchasing that takes into account the economic, environmental and socially responsible requirements of an entity's spending. Sustainable Procurement allows organizations to procure their goods and services in a way that achieves value for money on a whole-life basis in terms of generating benefits not only to the organization, but also to society and the economy, while remaining within the carrying capacity of the environment.

Sustainable Spend: The intersection of Green and Economically and Socially Responsible (EaSR) Spend. UC Sustainable Spend is defined as spend that meets the

criteria and requirements for Green Spend as well as EaSR Spend as laid out in the UC Sustainable Procurement Guidelines.[5]

Sustainable Water Systems: Water systems or processes that maximize water use conservation or efficiency, optimize water resource management, protect resources in the context of the local watershed, and enhance economic, social and environmental sustainability while meeting operational objectives.

Takeback program: A program that allows customers to return used products or materials to either the producer or distributor for responsible re-use or recycling consistent with applicable state and federal laws. These programs encourage responsible design for disassembly and recyclability, and protect the environment by keeping bulky or toxic products and packaging out of the waste stream.

TDM: Transportation Demand Management. TDM is the application of strategies and policies to reduce travel demand (specifically that of single-occupancy private vehicles). TDM programs may include: car sharing (car share), carpools (rideshare), vanpools, bus pools, shuttles, transit, bicycle circulation systems, pedestrian circulation systems, emergency rides home, telecommuting, flexible schedules, parking management (amount, access, fees), etc.

Total Cost of Ownership (TCO): An analysis of cost that considers not only purchase price, but also any costs associated with the acquisition, use, and disposal of the product. These costs may include some or all of the following: freight, taxes and fees, installation, operation/energy use, maintenance, warranty, collection, end-of-life disposal or recycling, as well as social or environmental costs, such as the cost of purchasing pollution offsets or monitoring labor practices.

Total Solid Waste: total solid waste includes municipal solid waste as well as all forms of regulated waste, this includes but is not limited to: regulated medical waste, biohazardous waste, pharmaceutical waste, universal waste and construction and demolition waste. Unlike campus targets, UC Health Location diversion rates and reduction targets use total solid waste rather than municipal solid waste.

UC Green Laboratories Action Plan: A document created with the goal of setting campus specific targets; documenting the strengths and areas for improvement within sustainable operations of research laboratories via a gap analysis; and outlining actions that can be implemented to further targets.

USGBC: U.S. Green Building Council. The USGBC is a membership-based non-profit organization dedicated to sustainable building design and construction, and is the developer of the LEED building rating system.

Vehicle Miles Traveled (VMT): Number of miles driven by a given vehicle(s) over a given period of time.

Wastewater: Water that is discharged from domestic, industrial, or other use.

[5] University of California. 2018. The University of California's Sustainable Procurement Guidelines

Watershed: In the context of this Policy, a watershed is the area of land that drains to a common waterway, such as a stream, lake, estuary, wetland, aquifer, bay, or ocean.

Water systems: Natural and/or human made systems that provide water to and support the functions of watersheds and/or human communities.

Weighted Campus User: As defined in the current Association for the Advancement of Sustainability in Higher Education (AASHE) STARS Technical Manual.[6] This calculation applies only to campuses and not to health locations or LBNL.

Zero-emissions vehicle (ZEV): As defined by the current California Air Resources Board (CARB) ZEV program standards, a vehicle that emits no tailpipe pollutants from the onboard source of power and may include subcategories as defined by CARB.

Zero waste: The University zero waste goal is made up of incremental waste reduction and waste diversion targets. The University recognizes the attainment of reduction goals stated in this Policy and a 90% diversion of municipal solid waste as minimum compliance standard to be defined as a zero waste for locations other than health locations.

III. POLICY TEXT

The University of California ("University") is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. The University's locations should be living laboratories for sustainability, contributing to the research and educational mission of the University, consistent with available funding and safe operational practices. Policy goals are presented below in nine areas of sustainable practices.

A. Green Building Design

New Buildings

1. All new building projects, other than acute care facilities, shall be designed, constructed, and commissioned to outperform the CBC energy-efficiency standards by at least 20% or meet the whole-building energy performance targets listed in Table 1 of Section V.A.3. The University will strive to design, construct, and commission buildings that outperform CBC energy efficiency standards by 30% or more, or meet the stretch whole-building energy performance targets listed in Table 1 of Section V.A.3, whenever possible within the constraints of program needs and standard budget parameters.
2. Acute care/hospital facilities and medical office buildings shall be designed, constructed, and commissioned to outperform ASHRAE 90.1 - 2010 by at least 30% or meet the whole-building energy performance targets listed in Table 2 in Section V.A.3.

[6] Association for the Advancement of Sustainability in Higher Education (AASHE) is a sustainability rating system for the higher education sector.

3. No new building or major renovation that is approved after June 30, 2019 shall use onsite fossil fuel combustion (e.g., natural gas) for space and water heating (except those projects connected to an existing campus central thermal infrastructure). Projects unable to meet this requirement shall document the rationale for this decision as described in Section V.A.4.
4. All new buildings will achieve a USGBC LEED "Silver" certification at a minimum. All new buildings will strive to achieve certification at a USGBC LEED "Gold" rating or higher, whenever possible within the constraints of program needs and standard budget parameters.
5. The University of California will design, construct, and commission new laboratory buildings to achieve a minimum of LEED "Silver" certification as well as meeting at least the prerequisites of the Laboratories for the 21st Century (Labs21) Environmental Performance Criteria (EPC)[7]. Laboratory spaces in new buildings also shall meet at least the prerequisites of Labs21 EPC. Design, construction, and commissioning processes shall strive to optimize the energy efficiency of systems not addressed by the CBC energy efficiency standards.
6. All new building projects will achieve at least two points within the available credits in LEED-BD+C's Water Efficiency category.

Building Renovations

7. Major Renovations of buildings are defined as projects that require 100% replacement of mechanical, electrical and plumbing systems and replacement of over 50% of all non-shell areas (interior walls, doors, floor coverings and ceiling systems) shall at a minimum comply with III.A.4 or III.A.5, above. Such projects shall outperform CBC Title 24, Part 6, currently in effect, by 20%. This does not apply to acute care facilities.
8. Acute care facilities and medical office buildings undertaking major renovations as defined above will outperform ASHRAE 90.1- 2010 by 30%.
9. Renovation projects with a project cost of $5 million or greater (CCCI 5000) that do not constitute a Major Renovation as defined in item III.A.6. shall at a minimum achieve a LEED-ID+C Certified rating and register with the utilities' Savings by Design program, if eligible. This does not apply to acute care facilities.

B. Clean Energy

In support of the climate neutrality goals outlined in Section C of this policy, the University of California is committed to reducing its greenhouse gas emissions by reducing energy use and switching to clean energy supplies.

[7] Labs21 is a voluntary partnership program that offers training and resources to support the design and operation of high-performance laboratories. Labs21 is co-sponsored by the Department of Energy and the Environmental Protection Agency. The Labs21 Environmental Performance Criteria (EPC) is a rating system that consists of prerequisites and credits in several laboratory-specific areas, including laboratory equipment water use, chemical management, and ventilation. Labs21 EPC is designed as a complement to LEED.

1. Energy Efficiency

   Each location will implement energy efficiency actions in buildings and infrastructure systems to reduce the location's energy use intensity by an average of least 2 percent annually.

2. On-campus Renewable Electricity

   Campuses and health locations will install additional on-site renewable electricity supplies and energy storage systems whenever cost-effective and/or supportive of the location's Climate Action Plan or other goals.

3. Off-campus Clean Electricity

   By 2025, each campus and health location will obtain 100% clean electricity. By 2018, the University's Wholesale Power Program will provide 100% clean electricity to participating locations.

4. On-campus Combustion

   By 2025, at least 40% of the natural gas combusted on-site at each campus and health location will be biogas.

C. Climate Protection

Each campus and the UC Office of the President will develop strategies for meeting the following UC goals:

1. Climate neutrality from scope 1 and 2 sources by 2025
2. Climate neutrality from specific scope 3 sources (as defined by Second Nature's Carbon Commitment) by 2050 or sooner

And at minimum, meet the following intermediate goal in pursuit of climate neutrality:

3. Reduce greenhouse gas (GHG) emissions to 1990 levels by 2020, pursuant to the California Global Warming Solutions Act of 2006.

For purposes of this section, campuses shall include their health location for all goals. GHG emissions reduction goals pertain to emissions of the six Kyoto greenhouse gasses[8] originating from all scope 1 and scope 2 sources as specified by the Climate Registry, and from scope 3 emissions as specified by Second Nature's Carbon Commitment, which include air travel paid for by or through the institution; and commuting to and from campus on a day-to-day basis by students, faculty, and staff. These goals will be pursued while maintaining the research and education mission of the University.

Campuses subject to the United States Environmental Protection Agency (USEPA) Greenhouse Gas Reporting Program, California Air Resources Board (CARB) Mandatory Greenhouse Gas Emissions Reporting, and participation in the CARB Cap-and-Trade Program shall perform to those regulatory requirements.

[8] The six greenhouse gasses identified in the Kyoto Protocol are carbon dioxide, methane, nitrous oxide, sulfur hexafluoride, hydrofluorocarbons, and perfluorocarbons.

D. Sustainable Transportation

The University will implement transportation programs and GHG emission reduction strategies that reduce the environmental impacts from commuting, fleet and business air travel related to achieving the Climate Protection section of this Policy (see Section III.C.).

1. Each location will reduce GHG emissions from its fleet and report annually on its progress. Locations shall implement strategies to reduce fleet emissions and improve fuel efficiency of all university-owned or operated fleet vehicles and equipment where practical options exist through acquisition and fleet operation protocols.
   A. By 2025, zero emission vehicles or hybrid vehicles shall account for at least 50%of all new light-duty vehicle acquisitions.
2. The University recognizes that single-occupant vehicle (SOV) commuting is a primary contributor to commute GHG emissions and localized transportation impacts.
   A. By 2025, each location shall strive to reduce its percentage of employees and students commuting by SOV by 10% relative to its 2015 SOV commute rates;
   B. By 2050, each location shall strive to have no more 40% of its employees and no more than 30% of all employees and students commuting to the location by SOV.
3. Consistent with the State of California goal of increasing alternative fuel – specifically electric – vehicle usage, the University shall promote purchases and support investment in alternative fuel infrastructure at each location.
   A. By 2025, each location shall strive to have at least 4.5% of commuter vehicles be ZEV.
   B. By 2050, each location shall strive to have at least 30% of commuter vehicles be ZEV.
4. Each location will develop a business-case analysis for any proposed parking structures serving University affiliates or visitors to campus to document how a capital investment in parking aligns with each campus' Climate Action Plans and/or sustainable transportation policies.

E. Sustainable Building Operations for Campuses

1. Each campus will submit for certification one pilot building at a LEED-O+M "Certified" level or higher.
2. Each campus shall register a master site to certify campus-wide LEED-O+M credits and prerequisites to streamline the certification of multiple buildings through the LEED-O+M rating system by July 1, 2015. Each campus shall certify their campus-wide credits as soon as possible after the master site has been registered.

3. Each campus shall seek to certify as many buildings as possible through the LEED-O+M rating system, within budgetary constraints and eligibility limitations.
4. All locations shall implement an ongoing Green Lab Assessment Program supported by a department on campus to assess operational sustainability of research groups and the laboratories and other research spaces they use by Summer 2018.
    a. At least one staff or faculty member from the location must have the role of managing the Green Lab Assessment Program.
    b. Any green lab assessment programs and related efforts will adhere to all relevant UC, state and national policies and laws. Safety will never be compromised to accommodate sustainability goals.
    c. All locations shall submit a UC Green Laboratories Action Plan by Summer 2018.

F. Zero Waste

1. The University prioritizes waste reduction in the following order: reduce, reuse, and then recycle and compost.
2. The University supports the integration of waste, climate and other sustainability goals, including the reduction of embodied carbon in the supply chain through the promotion of a circular economy and the management of organic waste to promote atmospheric carbon reduction. In support of this goal, waste reporting will include tracking estimated scope 3 greenhouse gas emissions.
3. The University will reduce per capita total municipal solid waste generation at all locations other than health locations as follows:
    a. Reduce waste generation per capita to FY2015/16 levels by 2020
    b. Reduce waste generation by 25% per capita from FY2015/16 levels by 2025
    c. Reduce waste generation by 50% per capita from FY2015/16 levels by 2030
4. The University will achieve zero waste by 2020 at all locations other than health locations. Minimum compliance for zero waste is 90% diversion of municipal solid waste from landfill.
5. By 2020, the University will prohibit the sale, procurement or distribution of packaging foam, such as food containers and packaging material, other than that utilized for laboratory supply or medical packaging and products. The University seeks to reduce, reuse and find alternatives for packaging foam used for laboratory and medical packaging products.
    a. No packaging foam or expanded polystyrene (EPS) shall be used in foodservice facilities for takeaway containers.

    For implementation guidelines as they relate to the procurement of goods for University of California campuses, reference the University of California Sustainable Procurement Guidelines.

G. Sustainable Procurement

Recognizing the substantial impact that procurement decisions have on the environment, society, and the economy, the University of California will maximize its procurement of sustainable products and services. The goals outlined throughout these policy and procedures sections shall be applied within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations and laws.

1. The University values the health and wellbeing of its students, staff, faculty, visitors, and suppliers. The University seeks to provide healthy and accessible conditions for the communities it serves and this will be considered as a fundamental factor when making procurement decisions. Where functional alternatives to harmful products or impacts exist, they are to be strongly preferred.
2. Per III. F. 1., the University prioritizes waste reduction in the following order: reduce, reuse, and then recycle. Accordingly, sustainable procurement will look to reduce unnecessary purchasing first, then prioritize purchase of surplus or multiple use products, before looking at recyclable or compostable products.
3. The University's sustainable purchasing requirements are [9]:
    a. 100% compliance with Required Level Green Spend criteria within three (3) fiscal years of the addition of those products and/or product categories to the Guidelines.
    b. 25% Green Spend as a total percentage of spend per product category; target to be reached within three (3) fiscal years after a category is added to the Guidelines.
    c. 25% Economically and Socially Responsible Spend as a total percentage of addressable spend; target to be reached within five (5) fiscal years of adoption of this section in the Guidelines.
4. The University's sustainable purchasing reporting requirements are:
    a. Reporting on percent Green Spend beginning at the close of the first full Fiscal Year after a category is added to the Guidelines.
    b. Reporting on percent Economically and Socially Responsible Spend beginning at the close of Fiscal Year 2018/19.
    c. Reporting on percent Sustainable Spend will be piloted by UCOP beginning at the close of Fiscal Year 2018/19.
5. Each University's Procurement department will integrate sustainability into its processes and practices, including competitive solicitations, in order to satisfy the

[9] Detailed criteria for Green Spend, Economically and Socially Responsible (EaSR) Spend, and their combined intersection, Sustainable Spend, can be found in the UC Sustainable Procurement Guidelines (Guidelines); University of California. 2018. The University of California's Sustainable Procurement Guidelines.

sustainable purchasing goals outlined above for products, as well as for the procurement of services. The University will do so by:

a. Allocating a minimum of 15% of the points utilized in solicitation evaluations to sustainability criteria. Criteria may include, but is not limited to, sustainable product attributes, supplier diversity, supplier practices, contributions to health and wellbeing, and materials safety. This requirement will go into effect on July 1st, 2019. Exceptions to this policy may only be granted by the appropriate Policy Exception Authority. Decisions to grant an exception shall be made in the context of a locations need to support teaching, research and public service when there is a demonstrable case that the inclusion of a minimum of 15% of the points utilized in solicitation evaluation for sustainability criteria will conflict with the project teams ability to execute a competitive solicitation.

b. Supporting outreach, education and providing equal access to small, diverse, and disadvantaged suppliers for all applicable University procurement opportunities in accordance with BUS-43 policy.

c. Comparing the Total Cost of Ownership when evaluating costs for goods and services in the selection of suppliers, whenever feasible.[10]

d. Targeting sustainable products and services for volume-discounted pricing to make less competitive or emerging sustainable products and services cost-competitive with conventional products and services.

e. Leveraging its purchasing power and market presence to develop sustainable product and service options where not already available.

f. Requiring packaging for all products procured by the University be designed, produced, and distributed to the end user in a sustainable manner.

g. Contracting with suppliers of products (e.g. electronics, furniture, lab consumables) that have established (preferably non-manufacturer specific) end-of-life reuse, recycling, and/or takeback programs at no extra cost to the University, and in compliance with applicable federal, state, and University regulations regarding waste disposal.

h. Requiring sustainability related purchasing claims to be supported with UC-recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the Federal Trade Commission's (FTC) Green Guides for the use of environmental marketing claims.

[10] Public Contract Code§ 10507.8 states: "As provided for in this article, when the University of California determines that it can expect long-term savings through the use of life-cycle cost methodology, the use of more sustainable goods and materials, and reduced administrative costs, the lowest responsible bidder may be selected on the basis of the best value to the university. In order to implement this method of selection, the Regents of the University of California shall adopt and publish policies and guidelines for evaluating bidders that ensure that best value selections by the university are conducted in a fair and impartial manner."

i. Working with its suppliers to achieve greater transparency and sustainable outcomes throughout the supply chain. This may include maximizing the procurement of products that optimize use of resources from extraction through manufacturing and distribution (e.g. EPA's SmartWay Program).

6. All procurement staff will consult the UC Sustainable Procurement Guidelines document for minimum mandatory sustainability requirements to be included in solicitations for a given product or service category.

H. Sustainable Foodservices

1. Campus and Health Location Foodservice Operations

Campuses and health locations shall develop sustainability goals and initiatives in each of the four categories of sustainable foodservice practices listed below.

a. Food Procurement

Each campus and health location foodservice operation shall strive to procure 20% sustainable food products by the year 2020, while maintaining accessibility and affordability for all students and UC Health Location's foodservice patrons.

b. Education

Each campus and health location shall provide patrons with access to educational materials that will help support their food choices.

c. Engagement With External Stakeholders

Campus and health location departments, organizations, groups, and individuals shall engage in activities with their surrounding communities that support common goals regarding sustainable food systems.

d. Sustainable Operations

Campus and health location foodservice operations shall strive to earn third-party "green business" certifications for sustainable dining operations.

2. Retail Foodservice Operations:

a. Retail foodservice tenants will strive to meet the policies in III.H.1.a-d. above. Given the constraints faced by nationally-branded franchises that must purchase food through corporate contracts, location departments managing retail foodservice tenants will have the option of meeting III.H.1.a. (procuring 20% of all sustainable food products by the year 2020) by aggregating the purchases of all retail entities under the jurisdiction of a single operational unit on location.

b. Locations will include Section H of this Policy in lease language as new leases and contracts are negotiated or existing leases are renewed. However, locations will also work with tenants to advance sustainable foodservice practices as much as possible within the timeframe of current leases.

I. Sustainable Water Systems[11]

With the overall intent of achieving sustainable water systems and demonstrating leadership in the area of sustainable water systems, the University has set the following goals applicable to all locations:

1. Locations will reduce growth-adjusted potable water consumption 20% by 2020 and 36% by 2025, when compared to a three-year average baseline of FY2005/06, FY2006/07, and FY2007/08. Locations that achieve this target early are encouraged to set more stringent goals to further reduce potable water consumption. Each Campus shall strive to reduce potable water used for irrigation by converting to recycled water, implementing efficient irrigation systems, drought tolerant planting selections, and/or by removing turf.
2. Each location will develop and maintain a Water Action Plan that identifies long term strategies for achieving sustainable water systems. The next update of the plan shall be completed in December 2016.
   A. Campuses will include in this update quantification of total square feet of used turf and under-used turf areas on campus as well as a plan for phasing out un-used turf irrigated with potable water.
3. Each campus shall identify existing single pass cooling systems and constant flow sterilizers and autoclaves in laboratories and develop a plan for replacement.
4. New equipment requiring liquid cooling shall be connected to an existing recirculated building cooling water system, new local chiller vented to building exhaust or outdoors, or to the campus chilled water system through an intervening heat exchange system if available.
   A. Once through or single pass cooling systems shall not be allowed for soft-plumbed systems using flexible tubing and quick connect fittings for short term research settings.
   B. If no alternative to single pass cooling exists, water flow must be automated and controlled to avoid water waste.

J. Sustainability at UC Health

1. Health locations will achieve Practice Greenhealth's award "Greenhealth Partner for Change". Locations will use the definitions in Practice Greenhealth to set medical-center-specific goals for waste diversion and reduction as well as water reduction. Award achievement and target setting will occur before the following dates:

   Award Recognition from Practice Greenhealth by:

   - August 31, 2017 for UC San Francisco Health and UCLA Health.

[11] Related sections: Green Building Design policy III.A. 5, Green Building Design procedure V.A.4, and Sustainable Purchasing procedures V.G.10.e, V.G.15, V.G.16, and V.G.17.

- August 31, 2019 – UC Irvine Health, UC San Diego Health and UC Davis Health.

Target commitments for water and waste by:

- January 1, 2020 – UC Irvine Health, UC San Diego Health and UC Davis Health.

2. UC San Francisco Health and UCLA Health have the following targets:

- By 2020, 50% of total solid waste diverted from landfill and incineration.
- By 2020, 40lbs of total solid waste per Adjusted Patient Day.
- In line with campus targets, UCLA and UCSF Medical Centers will reduce growth-adjusted potable water consumption 20% by 2020 and 36% by 2025, when compared to a three-year average baseline of FY2005/06, FY2006/07, and FY2007/08.

IV. COMPLIANCE/RESPONSIBILITIES

A. Implementation of the Policy

The Executive Vice President-Chief Operating Officer is the Responsible Officer for this Policy. The UC Sustainability Steering Committee, which is chaired by the Executive Vice President-Chief Operating Officer, provides oversight for all aspects of the Policy.

B. Revisions to the Policy

The President is the approver of this Policy and has the authority to approve or delegate the approval of revisions to the Policy.

The systemwide Working Group corresponding to each section of the Policy recommends Policy revisions to the UC Sustainability Steering Committee and Executive Vice President-Chief Operating Officer. Proposed previsions accepted by the UC Sustainability Steering Committee and the Executive Vice President-Chief Operating Officer shall then be recommended to the President for approval or to the appropriate delegated authority, as stated above.

The Sustainable Practices Policy will be reviewed, at a minimum, once every three years with the intent of developing and strengthening implementation provisions and assessing the influence of the Policy on existing facilities and operations, new capital projects, plant operating costs, fleet and transportation services, and accessibility, mobility, and livability. The University will provide for ongoing active participation of students, faculty, administrators, and external representatives in further development and implementation of this *Policy*.

C. Compliance with the Policy

Chancellors and the Lawrence Berkeley National Laboratory Director are responsible for implementation of the Policy in the context of individual building projects, facilities operations, etc. An assessment of location achievements with

regard to the *Policy* is detailed in an annual report to the Regents. The internal audit department may conduct periodic audits to assess compliance with this Policy. (Annual Report on Sustainable Practices).

D. Reporting

On an annual basis, the President will report to the Regents on the University's sustainability efforts in each area of the *Policy*.

V. PROCEDURES

A. Green Building Design

New Buildings and Major Renovations

1. Projects will utilize the versions of the CBC energy efficiency standards and of LEED-BD+C that are in effect at the time of first submittal of "Preliminary Plans" (design development drawings and outline specifications) as defined in the *State Administrative Manual*.[12]
2. If eligible, all new buildings and major renovations (as defined in III.A) will register with the Savings By Design program in order to document compliance with the requirement to outperform CBC energy efficiency standards by at least 20%.
3. Projects other than acute care facilities that opt to use energy performance targets for compliance with III.A.1 will at a minimum use the whole-building energy performance target listed below that corresponds to the year of the project's budget approval. The whole-building energy performance target is expressed as a percentage of the sum of the Annual Electricity and Annual Thermal targets (converted to kBTU/gsf-yr) published as Table 1, UC Building 1999 Energy Benchmarks by Campus, in Sahai, et al. 2014.[13]

   Table 1

Calendar Years	Compliance Target	Stretch Target
2015-16	65%	50%
2017-18	60%	45%
2019-20	55%	40%
2021-22	50%	35%
2023-24	45%	30%
2025 or after	40%	25%

4. Decisions affecting energy efficiency, fossil fuel use, and connection to existing central thermal services shall be made in the context of the location's climate action plan. Where onsite fossil fuel combustion within the building is deemed

[12] The State Administrative Manual (SAM) is a reference source for statewide policies, procedures, regulations and information developed and issued by authoring agencies such as the Governor's Office, Department of General Services (DGS), Department of Finance (DOF), and Department of Personnel Administration.

[13] Sahai, R., Kniazewycz, C., Brown, K, 2014.Benchmark-based, Whole-Building Energy Performance Targets for UC Buildings. University of California Office of the President and California Institute of Energy and Environment.

necessary, the rational for this decision shall be documented as part of the existing project approval process. The submittal should include the following:

a. An estimate of annual electricity and gas use for the project as well as the project's target design energy use in thousand British thermal units (kBtu) per square foot.

b. An explanation of why fossil fuel combustion is required for the project and what other alternatives were evaluated.

c. An analysis explaining why fossil-fuel combustion is the most cost-effective energy source for the identified project specific applications.

d. A plan to mitigate, by 2025, the associated greenhouse gas emissions in accordance with the location's Climate Action Plan.

This documentation is part of the broader project approval process and does not require separate UCOP approval. Draft information should be submitted prior to budget approval as part of a Project Planning Guide, Delegated Authority Project Certification Checklist or related ancillary document. This information should be updated prior to design approval.

5. Acute care facilities and medical office buildings opting to use energy performance targets for compliance with III.A.2 will at a minimum use the whole-building energy performance target listed in table 2 below. The whole-building energy performance target is expressed as a percentage of the sum of the Annual Electricity and Annual Thermal targets (converted to kBTU/gsf-yr) based on ASHRAE (2012) Advanced Energy Design Guidelines.[14]

Table 2

	Acute Care			**Medical Office Buildings**		
	Benchmark Average	**Target**	**Stretch Target**	**Benchmark Average**	**Target**	**Stretch Target**
UC Davis Health	230	160	115	85	60	43
UC Irvine Health	230	160	115	80	56	40
UCLA Health	230	160	115	80	56	40
UC San Diego	230	160	115	80	56	40
UC San Francisco Health	230	160	115	80	56	40

Locations will demonstrate compliance based on the results of energy modeling that represents a best estimate of as-operated, whole-building energy use, before

[14] ASHRAE (2012) Advanced Energy Design Guidelines for Large Hospitals

accounting for on-site energy generation. Targets are intended to be verifiable in actual operation following building occupancy.

Projects are also required to model and report on the following metrics:

- annual electricity consumption (kWh/gsf/yr)
- annual thermal consumption (therms/gsf/yr)
- peak electricity (W/gsf)
- peak chilled water (tons/kgsf) (if applicable)
- peak thermal (therms/hr/kgsf)

The following very high-intensity process loads may be subtracted out of the total building energy use intensity if they can be metered separately.

- Clean room
- Data center
- Micro-chip fabrication
- Accelerator (e.g. laser, light source)
- Bio-safety level III Laboratory
- Magnetic Resonance Imaging (MRI)
- Positron Emission Tomography (PET)
- Computer Tomography (CT)
- Pharmacies

If a building has more than 6 Operating Rooms (ORs), additional ORs (defined as any ORs beyond the baseline of 6 ORs) may be subtracted out of total building energy use intensity if they meet the following two requirements:

a. OR heating, ventilation and air conditioning (HVAC) is metered separately; and,

b. A commitment is made by an appropriate official within the hospital's administration to implement an OR HVAC setback program in the subtracted ORs.

6. Locations are encouraged to coordinate with local water districts in efforts to conserve water and to meet reduced water use goals of the local districts.

Privatized Development

7. All privatized development of New Buildings or Major Renovations on University-owned land, that are constructed in whole or in substantial part for University-related purposes (i.e., in furtherance of the University's mission, both programmatic and auxiliary uses), and build-to-suit projects not on University-owned land constructed for University-related purposes, shall comply with section III.A. of this *Policy*. The provisions of this subsection apply regardless of

the business relationship between the parties (i.e., whether a gift, acquisition, ground lease and/or lease).

Building Renovations

8. At budget approval, all renovation projects should include a listing of sustainable measures under consideration.
9. For all improvement projects in spaces leased or licensed by the Regents to be used for University-related purposes for a term of greater than 12 months, locations shall strive to comply with the Policy requirements in III.A.6 and III.A.7, as appropriate.

Waiver Conditions Applicable to all Projects

10. Waivers will only be granted in exceptional circumstances and will not be considered if the project negatively impacts the ability to comply with the goals of this Policy, in particular the goal of achieving carbon neutrality by 2025.
11. Any proposed waiver from section III.A of the Policy may be requested administratively from the UCOP Executive Director of Capital Programs prior to first project approval.
12. New Building and Major Renovation projects applying for an exception from section III.A.3 of this Policy should strive to achieve a USGBC LEED “Certified” rating. New building and renovation projects that are unable to achieve a USGBC LEED “Certified” rating shall submit a request for an exception with a LEED scorecard and supporting documentation to the UCOP Executive Director of Capital Programs, showing the credits that the project would achieve.
13. Such waiver requests shall indicate the applicable section of the Policy and/or Procedures; the proposed solution; and demonstrate equivalency with Policy intent.

General/Miscellaneous

14. The University will develop a program for sharing best practices.
15. The University will incorporate the requirements of sections III.A. and V.A. into existing training programs, with the aim of promoting and maintaining the goals of the Policy.
16. The University planning and design process will include explicit consideration of lifecycle cost along with other factors in the project planning and design process, recognizing the importance of long-term operations and maintenance in the performance of University facilities.
17. The University will work closely with the USGBC, Labs21, the Department of Energy, the U.S. Environmental Protection Agency, state government, and other organizations to facilitate the improvement of evaluation methodologies to address University requirements.

B. Clean Energy

1. Energy Efficiency: The energy efficiency goal follows the spirit of the US Department of Energy's Better Building Challenge. Each location's percent reduction in energy use intensity (EUI) will be reported annually based on the sum of weather-adjusted energy use divided by the sum of the maintained gross square footage (OGSF50). The average annual reduction will be calculated by comparing the current year EUI to the EUI five years prior. UCOP will use energy usage data from the systemwide purchased utility database for reporting campus energy use intensity, based on the campus-specified set of utility accounts and associated maintained gross square footage. Electric and gas site energy will be converted to kBTU and normalized for weather.
2. On-campus Renewable Energy
   a. Each location will determine the appropriate mix of measures to be adopted within its clean energy portfolio. The capacity to adopt these measures is driven by technological and economic factors and each location will need to reevaluate its mix of energy measures on a regular basis.
   b. Locations will periodically evaluate the feasibility of new on-site renewable electricity projects. The financial evaluation of these projects will fully account for the anticipated avoided costs associated with decreased on-site power production from combined heat and power plants and/or purchased electricity as well as the avoided cost of carbon.
3. Off-campus Clean Electricity
   a. Clean electricity is defined as having a residual greenhouse gas emission factor that is less than 150 lbs CO2/MWh.
   b. Clean electricity shall be procured through the following methods and reported on annually:
      i. A location may opt-in to a utility provided green power program for its purchased electricity that meets the definition of clean electricity specified in V.B.3.a.
      ii. The UC Wholesale Power Program, which will procure and supply to participating campuses 100% clean electricity by 2018.
      iii. Those locations without access to a green power program may purchase Renewable Energy Credits (REC) to offset purchased electricity. In order to be counted, such RECs will be transferred to UC or retired on behalf of UC.
4. Where feasible, the University will seek to benefit from the economies of scale and to reduce risk by developing a portfolio for systemwide clean energy procurement contracts from which locations may benefit.
5. On-campus Combustion
   a. The University will develop and procure biogas supplies under the direction of the Energy Services Unit Governing Board (The Governing Board). The

Governing Board will establish acceptable pricing for biogas projects and determine how the biogas will be allocated to each location. Locations may also implement local projects to directly transport biogas to the location.

C. Climate Protection

1. Each campus will maintain individual membership with The Climate Registry (TCR)[15]. Campuses shall include their health locations in their membership.
2. Each campus will complete a Greenhouse Gas (GHG) emissions inventory annually. Campuses shall include their health locations in their inventories.
3. To comply with TCR and the Second Nature Carbon Commitment requirements,[16] inventories should contain emissions of the six Kyoto greenhouse gasses from: scope 1 and 2 emission sources outlined in the TCR General Reporting Protocol; and scope 3 emissions sources outlined by the Second Nature Carbon Commitment's Implementation Guide. All UC campuses will report their updated emissions inventories through the Second Nature Carbon Commitment on-line reporting tool at least biennially. Campuses must verify all emissions inventories through TCR. Campuses may either pursue verification annually (for the previous year's emissions inventory) or biennially (for the emissions inventories from the previous two years).
4. Campuses subject to the United States Environmental Protection Agency (USEPA) Greenhouse Gas Reporting Program, California Air Resources Board (CARB) Mandatory Greenhouse Gas Emissions Reporting, and participation in the CARB Cap-and-Trade Program shall complete the relevant emissions inventories outlined in the USEPA and CARB reporting protocols.
5. Each campus will regularly update its climate action plan for reducing GHG emissions to 1990 levels by calendar year 2020 (annual 2020 emissions to be reported in 2021); achieving climate neutrality for scope 1 and 2 sources by calendar year 2025 (annual 2025 emissions reported in 2026); and achieving climate neutrality for the Second Nature Carbon Commitment-specified scope 3 sources for calendar year 2050 (annual 2050 emissions reported in 2051). This will include an annual review and update, if needed, of the GHG reduction strategies reported by the campus to the UC Office of the President (UCOP). Campuses shall include their health locations in the action plan.
6. The Climate Change Working Group (CCWG), under the UC Sustainability Steering Committee and represented on the President's Global Climate Leadership Council, will monitor progress toward reaching the stated goals for GHG reduction, and will evaluate suggestions for strategies and programs to reach these goals.

---

[15] The Climate Registry is a nonprofit collaboration among North American states, provinces, territories and Native Sovereign Nations that sets consistent and transparent standards to calculate, verify and publicly report greenhouse gas emissions into a single registry.

[16] The Second Nature Carbon Commitment requirements are outlined at Second Nature: The Presidents' Climate Leadership Commitments.

7. The CCWG will develop protocols to allow for growth adjustment, normalization of data, and accurate reporting procedures among the UC campuses, as required.

D. Sustainable Transportation

1. The Sustainable Transportation Working Group, with input from the Climate Change Working Group, will develop normalized data reporting protocols to track progress on the implementation of sustainable transportation programs. Annually, each location will collect and report:
   a. Fleet efficiency metrics: fleet fuel consumption, total vehicle inventory, and total number and percent of new ZEV fleet acquisitions.
   b. Commute data: employee and campus-wide mode split, average vehicle ridership (AVR), and percent of commuter alternative fuel vehicles.
   c. Number and type of alternative fuel infrastructure (e.g. electric vehicle charging stations, natural gas, etc.).
2. Due to the unique characteristics of each campus' fleet management protocols, each location shall develop a Fleet Sustainability Implementation Plan by January 1, 2018 to document the infrastructure and financial needs to implement a low-carbon fleet program and lower campus fleet carbon emissions through 2025. Location fleets shall implement practical measures to improve fleet emissions including, but not necessarily limited to, managing vehicle fleet size, eliminating non-essential vehicles, purchasing the cleanest and most efficient vehicles and fuels, and investing in clean shuttle operations.
3. To amplify the impact of campus programs, each location is encouraged to partner with local agencies on opportunities to improve sustainable transportation access to and around university facilities in addition to developing its own transportation programs.
4. Each location shall implement parking management and pricing strategies to support emissions reduction and sustainable transportation goals, including variable pricing and unbundling parking and housing costs.
5. The University will pursue strategic programs and data collection to offset greenhouse gas emissions related to business-related campus air travel.
6. This Policy shall be consulted for all new campus development – including acquisitions and leases – to evaluate how the development or acquisition would meet the transportation policies and goals of the campus and University.
7. Sustainable Transportation Working Group will coordinate the development of a system wide best practices guide for campus units implementing this Policy. Mechanisms for reducing transportation emissions include, but are not limited to:
   a. Constructing additional on-campus housing (e.g., student housing and temporary housing for new faculty)
   b. Expanding TDM programs: car share, carpool/rideshare, vanpool, shuttles, transit, bicycle circulation system, pedestrian circulation system, emergency

rides home, parking management and pricing, employee service and retail amenities, etc.

c. Expanding intra-campus transportation programs such as shuttles, car share, bike share, bicycle and pedestrian infrastructure, etc.

d. Encourage opportunities for employees to participate in flexible work schedules and/or telecommuting programs to provide alternative commute flexibility and options.

e. Replacing fleet vehicles with newer, more fuel-efficient vehicles when ZEV are not available

f. Rightsizing fleets (determining the appropriate fleet size, revising business practices to reduce need for travel)

g. Reducing fleet vehicle miles traveled

h. Increasing use of fuels with lower GHG emissions

i. Installation of telematics and GPS to measure and help reduce fuel consumption by monitoring and reducing excessive idling and speeding.

E. Sustainable Building Operations for Campuses

1. The University will incorporate the Sustainable Building Operations policy requirements into existing facilities-related training programs, with the aim of promoting and maintaining the goals of the Policy.
2. The University will work closely with the USGBC to address the needs and concerns of campuses in the further development of USGBC programs, including the LEED-O+M rating system and the USGBC's "Application Guide for Multiple Buildings and On-Campus Buildings."
3. Locations will use the LEED-O+M certification process to advance the University's educational and research mission by using the buildings as living, learning laboratories.
4. Each location will assess at least three new research groups through their Green Lab Assessment Program by Summer 2018.
5. All locations shall complete a UC Green Laboratories Action Plan by summer 2018 to determine strengths and areas for improvement within the operations of research laboratories in respect to sustainability and carbon neutrality. A standard template for this with required sections will be maintained and updated by the Sustainable Operations Working Group and this plan will be updated on a four-year cycle (2018, 2022, 2026 and so on).
6. Each location will report annually on their Green Labs program progress including the number of researchers directly and indirectly engaged by the program each year.

F. Zero Waste

1. The University will voluntarily comply with Chapter 18.5, the "State Agency Integrated Waste Management Plan," in California Public Resources Code Section 40196.3.
2. Waste reduction and recycling shall be prioritized in seeking LEED credits for LEED-BD+C, LEED-ID+C, and LEED-O+M projects.
3. By the end of 2018, locations other than health locations will submit new waste management plans including planned waste reduction strategies. Plans will include campus and regional waste management practices and options, evaluate progress towards policy goals and determine the associated costs of achieving policy goals. Waste management plans will be updated and submitted to the Associate Vice President of Energy and Sustainability, Office of the President on a 5-year cycle.
4. Exceptions will be considered for entities which represent less than 1% of the overall campus solid waste tonnage.
5. Reduction, reuse, recycling and composting are the primary methods to be counted toward the municipal solid waste diversion from landfill goals. The goal is to strive for the highest form of resource recovery methods and the best use of the materials. The hierarchy for resource recovery is as follows:
    a. Source reduction: The reduction of waste is the highest form of resource recovery as it eliminates the products from being manufactured or transported in the first place.
    b. Reuse: Reuse materials in their original form (e.g. use lumber for lumber, mugs instead of single use cups, reuse course readers in subsequent classes. These methods maintain the embodied energy in each material.)
    c. Composting and recycling: Composting is the recycling of organics such as animal waste, bedding, greenwaste and foodwaste into compost and mulch. Recycling refers to the conversion of waste into basic materials so they can be made back into new products.
    d. The methods of reusing and recycling waste vary and will evolve over time as technologies improve. The Solid Waste and Recycling Working Group – comprising waste and recycling professionals from each location – will continue to evaluate recycling methods and recommend their appropriateness for counting toward diversion goals.
6. Waste Reduction: For the purposes of measuring waste reduction, reporting will be in waste generated per capita per day. Waste generated includes municipal solid waste that goes to landfill and all waste that is diverted through recycling, organics or conversion technologies. Not included in waste reduction calculations are:
    a. Waste generated as part of major construction and demolition projects;

   b. Organic waste generated due to landscape management; Agricultural and animal related waste.

7. Per capita metrics will be understood in the context of business operations and activities:

   a. Campuses will use Weighted Campus User

   b. LBNL will use Full Time Equivalent

   Other locations should use the per capita metric that best supports their business operations.

8. Where significant data methodology errors are found in benchmark years, an appropriate alternative methodology will be determined by agreement with UCOP and the Solid Waste and Recycling Working Group.

9. Reporting of solid waste and recycling data will follow ULEs Environmental Claim Validation Procedure for Zero Waste to Landfill (UL2799: 2017-03-22: 3rd Edition) and should be applied in principle to future standards/ editions. Where there discrepancies between UC policy definitions and goals and UL2799 and subsequent editions, the policy language will apply.

10. Campuses will be able to meet up to 10% of their diversion targets through combustion until the end of FY2021/22 after which the UC will no longer accept combustion as a form of diversion. No campus will increase the percentage of combustion reported as diversion from reported FY2015/16 levels. Up to 10 percent of total waste generated per campus may be disposed through allowable thermal residual conversion after FY2021/22. To count, (non-combustion) waste converted through thermal processes must include an integrated materials recovery facility (MRF) or equivalent sorting system to recover recyclables and compostable material prior to conversion. The total value of converted materials counted as diversion from landfill is not to exceed 10%.

G. Sustainable Procurement

1. This section V.G. shall be applied within the constraints of research needs and budgetary requirements and in compliance with applicable rules, regulations and laws.

2. The University will work to remove harmful chemicals from products brought onto campus by increasing the purchase of products and materials that disclose known hazards (e.g. in compliance with the requirements of LEED BD+C v4 *Building product disclosure and optimization - material ingredients* - or updated equivalent) and choosing products with reduced concentrations of chemical contaminants that can damage air quality, human health, productivity, and the environment.

3. The University will require suppliers to clearly identify products with UC-recognized certifications, as defined by the Guidelines, in both hosted and punch out catalog e-procurement environments.

a. Commodity/Contract Managers will work with all contracted suppliers to ensure that contract items that meet the UC criteria for Green and EaSR Spend as outlined in the Guidelines will be prioritized in all product searches.

b. Unless locations request otherwise, products that do not meet the University's minimum criteria requirements will be blocked in all hosted catalogs and punch out catalogs upon contract award.

4. The University will require all strategically sourced suppliers to report annually on their sustainable business operations, and quarterly on the University's sustainable purchasing activity. Quarterly sustainable spend reports will be collected by the appropriate University of California Procurement Services department. Quarterly spend reports must be filterable, include all products and services purchased, use an Excel compatible software, include information on a single sheet and include the following fields:

    i. Campus

    ii. Department and/or delivery location

    iii. SKU and/or manufacturer number

    iv. Item description

    v. 8-digit UNSPSC code

    vi. Product category/Title of UNSPSC code

    vii. Quantity

    viii. Unit of measure

    ix. Price

    x. Third-party sustainability attribute or certification as recognized in the Guidelines

5. UC locations, not including health locations or the Lawrence Berkeley National Lab, will report annually to the UC Office of the President (UCOP) their percent Green Spend and EaSR Spend for product and service categories defined in the Guidelines. For the first two (2) years of reporting, reports on Green Spend will include at minimum a location's share of products purchased from system wide strategically sourced suppliers, with reports to be provided by the suppliers to UCOP and locations. EaSR Spend reporting will be compiled at the campus level, with the support of UCOP. Reports will be reviewed by each location for accuracy and signed by the location's Chief Procurement Officer, with reporting due 60 days after fiscal close. Reporting procedures will be reviewed after two (2) years of reporting under this policy.

6. The University Standards for all packaging materials will be outlined in all solicitations. Suppliers will be required to demonstrate how their standards and practices for packaging materials meet the UC Standards.

a. Additional consideration in bid evaluations will be given to suppliers who meet more than one criteria listed in 8 (a) - (e) for packaging, and with preference given to bids meeting 8 (b).

7. In accordance with section III.F.5., the University has disallowed the use of packaging foam by 2020. For implementation procedures, reference the University of California Sustainable Procurement Guidelines.

8. The University requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:

   a. Uses bulk packaging;

   b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);

   c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;

   d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;

   e. Uses locally recyclable or certified compostable material.

9. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations or other materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff, who may choose to print their own copies in accordance with UC Policy if necessary. Materials may be provided if specifically required or requested by a UC representative.

10. All recyclers of the University's electronic equipment must be e-Steward certified by the Basel Action Network (BAN) (www.ban.org). In cases where the University has established take-back programs with a manufacturer, the University will encourage the manufacturer to become a BAN-certified e-Steward Enterprise (e-Stewards for Enterprises).

H. Sustainable Foodservices

Campuses and Health Locations

1. Campus and health location foodservice operations subject to this Policy shall include both self-operated and contract-operated foodservices.

2. In the context of this Policy, sustainable food is defined as food and beverage purchases that meet one or more of the criteria listed below, which are reviewed annually by the UC Sustainable Foodservices Working Group (under the UC Sustainability Steering Committee).

i. Locally Grown[17]
ii. Locally Raised, Handled, and Distributed
iii. Fair Trade Certified[18]
iv. Domestic Fair Trade Certified
v. Shade-Grown or Bird Friendly Coffee
vi. Rainforest Alliance Certified
vii. Food Alliance Certified
viii. USDA Organic
ix. AGA Grassfed
x. Grass-finished/100% Grassfed
xi. Certified Humane Raised & Handled
xii. American Humane Certified
xiii. Animal Welfare Approved
xiv. Global Animal Partnership (steps III, IV, V)
xv. Cage-free
xvi. Protected Harvest Certified
xvii. Marine Stewardship Council
xviii. Seafood Watch Guide "Best Choices" or "Good Alternatives"
xix. Farm/business is a cooperative or has profit sharing with all employees
xx. Farm/business social responsibility policy includes (1) union or prevailing wages, (2) transportation and/or housing support, and (3) health care benefits
xxi. Other practices or certified processes as determined by the location and brought to the Sustainable Foodservices Working Group for review and possible addition in future Policy updates.

3. With the goal of achieving 20% sustainable food purchases, all Food Service Operations should track and report annually the percentage of total annual food budget spent on sustainable food.
4. If cost effective, each campus and health location will certify one facility through a third-party green business certification program through one of the following: (1)

---

[17] Resulting from regional constraints, campus definitions of "Locally Grown" and "Locally Raised, Handled, and Distributed" may vary; however, "Locally Grown" and "Locally Raised, Handled, and Distributed" distances shall not exceed 500 miles.

[18] Fair Trade Certified products must be third party certified by one of the following: IMO Fair For Life,

Fairtrade International (FLO), Fair Trade USA.

city or county's "green business" program, (2) Green Seal's Restaurants and Food Services Operations certification program, or (3) the Green Restaurant Association certification program.

5. Campuses, health locations, and retail foodservice operations will provide an annual progress report on these goals. Annual reports should include the individual campus and health location's goals as well as the progress and timelines for the programs being implemented to reach those goals.
6. Campuses and health locations are encouraged to form a campus-level foodservices sustainability working group to facilitate the campus goal setting and implementation process.
7. The stakeholders who are involved with the implementation of the Sustainable Foodservice section of this Policy will participate in a system-wide working group to meet, network and to discuss their goals, best practices, and impediments to implementation.
8. Campuses and health locations are encouraged to implement training programs for all foodservice staff on sustainable foodservice operations, as well as, where applicable, on sustainable food products being served to patrons, so that staff can effectively communicate with the patrons about the sustainable food options.
9. Campuses and health locations are encouraged to participate in intercollegiate and national programs that raise awareness on dietary health, wellness and sustainability (e.g. the MyPyramid.gov Corporate Challenge and the Real Food Challenge).
10. Campuses and health locations are encouraged to develop health and wellness standards for food service operators, including eliminating the use of trans-fat oils or products made with trans-fat.
11. Campuses and health locations are encouraged to undertake additional initiatives that encourage healthy and sustainable food services operations. Examples include tray-less dining, beef-less or meat-less days, and preservative minimization programs.

I. Sustainable Water Systems

Reporting Methods

1. Explicitly identify the geographic and operational areas comprising the scope of location water usage (e.g., the campus as defined by its Long Range Development Plan boundary, excluding third-party operated facilities).
2. Locations with health locations may choose to report health locations data and progress toward the target separately from the main campus.
3. All locations shall report water usage in a tabular format using the following methods:
   a. Measure per capita water consumption by Weighted Campus User (WCU) for main campuses and Adjusted Patient Day (APD) for health locations. If

necessary, WCU and APD may be combined using the following calculation: [(APD/360)* 1.5] + WCU;

b. Potable water usage for a baseline period that is three consecutive fiscal years including FY 2005/06, 2006/07, and FY 2007/08:
   i. Total location potable water usage, in gallons, for each of the three years comprising the baseline period,
   ii. WCU, or APD, for each of the three years comprising the baseline period,
   iii. Baseline Potable Water Usage: calculate the baseline metric as follows: Step 1: Divide each year's total water use in gallons by that years' WCU or APD population. Step 2: Average the three gallons/population calculations to derive the Baseline Potable Water Usage for the location,
   iv. Multiply the Baseline Potable Water Usage figure by 0.64 to derive the location's 2025 Potable Water Usage Target, and
   v. Unless impracticable, provide average gallons of potable water usage per baseline year per gross square foot of location built space for which potable water consumption is being reported, mirroring (c) above;

c. Potable water usage for the most recent fiscal year[19]:
   i. If using only the most recent fiscal year, and not an average, list in the table the following:
      1. Total location potable water usage, in gallons, for the most recent fiscal year,
      2. WCU or APD for the most recent fiscal year,
      3. Divide the gallons by the WCU or APD to derive the Current Potable Water Usage, and
   ii. If feasible, provide average gallons of potable water usage per gross square feet for either the three most current fiscal years, if that is the method adopted, or for the single most current fiscal year, again using the methodology described above;

d. Total location non-potable water usage, in gallons, for the most recent fiscal year.

e. Report, or estimate if metered data is not available, water usage in the following use categories at a minimum: buildings, landscape, and central plant including cooling towers, identifying the quantities of potable and non-potable used for these purposes.

[19] An average of the three most current fiscal years is allowed but not required.

Reporting Schedule

4. Each location prepared a Water Action Plan as specified below and submitted it to the Office of the President by December 2013.
5. Beginning the following year, each location will provide an annual progress report on implementing its Water Action Plan to include progress on its water usage reduction.

Water Action Plans

6. Each Water Action Plan and the water conservation and water efficiency strategies it contains will take into account relevant regional conditions and regulatory requirements, will recognize historical progress, and will acknowledge current location best practices being implemented.
7. Each Water Action Plan will include a section on Water Usage and Reduction Strategies that:
    a. Describes the applicable types of water comprising water systems, including but not limited to potable water, non-potable water, industrial water, sterilized water, reclaimed water, stormwater, and wastewater;
    b. Reports water usage in accordance with the methods set forth in these procedures;
    c. Considers setting more stringent potable water reduction goals if the location has already achieved a 36% below baseline reduction in per capital potable water consumption;
    d. Outlines location-specific strategies for achieving the target for reduced potable water consumption;
    e. Encourages implementation of innovative water-efficient technologies as part of capital projects and renovations (e.g., installation of WaterSense certified fixtures and appliances, graywater reuse, rainwater harvesting, and watershed restoration);
    f. Addresses use of non-potable water sources, and how those sources factor into overall sustainable water systems strategy;
    g. Analyzes the identified water use reduction strategies using a full cost approach by considering:
        i. Projected costs and savings of the identified water use strategies,
        ii. Indirect costs and savings associated with reduced energy consumption due to the energy use embodied in water use,
        iii. Savings associated with reduced or avoided infrastructure costs, and
        iv. Other avoided costs; and
    h. Sets a timeline for the strategies being implemented to reach the water usage reduction target.

8. Each Water Action Plan will include a section on Stormwater Management developed in conjunction with the location stormwater regulatory specialist that:
    a. Addresses stormwater management from a watershed perspective in a location-wide, comprehensive way that recognizes stormwater as a resource and aims to protect and restore the integrity of the local watershed(s);
    b. References the location's best management practices for preventing stormwater pollution from activities that have the potential to pollute the watershed (e.g., construction; trenching; storage of outdoor equipment, materials, and waste; landscaping maintenance; outdoor cleaning practices; vehicle parking);
    c. Encourages stormwater quality elements such as appropriate source control, site design (low impact development), and stormwater treatment measures to be considered during the planning stages of projects in order to most efficiently incorporate measures to protect stormwater quality;
    d. If feasible, cites relevant and current location stormwater-related plans and permits in an appendix or reference list accompanying the Water Action Plan; and
    e. Includes, to the extent feasible, full cost evaluation of stormwater management initiatives similar to the approach in the Water Usage and Reduction Strategies section above.
9. Each location's Water Action Plan will include a section on Education and Outreach that:
    a. Presents potential opportunities to serve as a living laboratory for sustainable water projects;
    b. Supports efforts of students, faculty and staff to implement sustainable water systems on campuses and other locations;
    c. Identifies opportunities for pilot projects that illustrate the University's commitment to sustainable water practices through teaching, research, and service; and
    d. Identifies opportunities for new practices that could create behavior change with regard to water use and watershed management.
10. Each location's Water Action Plan will include a section called Irrigation and Landscape that includes:
    a. Total square feet of turf area and breaks out used and under used turf areas, and;
    b. A description and plan to reduce irrigation with potable water.

J. Sustainability at UC Health

1. The UC Health Sustainability Working Group, with input from relevant working groups for each subject area, will develop normalized data reporting protocols to track the implementation of sustainability programs at health locations. Annually,

the UC Health Sustainability Working Group will report to the University of California Health Center Chief Operating Officer Group and the University of California Sustainability Steering Committee.

2. Health locations will participate in Practice Greenhealth's reporting program and report at a minimum metrics for energy, carbon, water and waste. To meet the reporting requirements, reporting to Practice Greenhealth will reflect UC Health location boundaries and will use either adjusted patient encounters or adjusted patient days as appropriate to reflect non-licensed patient encounters. Reporting to Practice Greenhealth will be based on the most recently complete fiscal year. Beginning in the 2018/19 fiscal year, these reports will be used for the Annual Report on Sustainable Practices that is presented to the UC Regents.
3. Health locations may discretionarily submit additional facility-specific applications to Practice Greenhealth for award consideration in addition to a total site/campus application. The stated policy goal of achieving Practice Greenhealth Partner for Change Awards may be at the campus or facility level.
4. Health locations will set targets for their facilities for waste diversion and reduction as well as for water reduction in accordance with the schedule outlined in section III.J. If targets require a comparison to a baseline dataset, Practice Greenhealth's 2017 report will be used as a baseline. These targets will be recommended to the system wide Sustainability Steering Committee for addition to the Policy at the meeting following the due dates listed in section III.J.

VI. RELATED INFORMATION

- Annual Report on Sustainable Practices
- BFB-BUS-43 Purchases of Goods and Services; Supply Chain Management
- BFB-BUS-38: Disposition of Excess Property and Transfer of University-Owned Property
- Public Contract Code: Materials, Goods, and Services, Section 10507.8
- Public Contract Code: Construction
- Trademark Licensing Code of Conduct
- UC Sustainability Website
- UC Sustainable Procurement Website

VII. FREQUENTLY ASKED QUESTIONS

Not applicable.

VIII. REVISION HISTORY

July 2019: Policy revised to clarify the following sections: climate protection, zero waste, and sustainable procurement.

August 2018: Policy expanded to include UC Health and revised to update the following sections with new goals and clarifying language: definitions, green building design, clean energy, zero waste, and sustainable procurement.

June 2017: Policy remediated for accessibility according to Web Content Accessibility Guidelines (WCAG) 2.0

Policy revised to reflect the University Carbon Neutrality Initiative, adding definitions of green lab assessment programs, "research group" as defined by the Laboratory Hazard Assessment Tool (LHAT), and the inclusion of the UC Green Laboratories Action Plan. Changes were also made to the sections for Sustainable Building Operations for Campuses.

June 2016: Policy revised to update the following sections with new goals and clarifying language: definitions, green building design, sustainable transportation, and sustainable water systems.

June 2015: Policy revised to update the following sections: sustainable building operations, sustainable foodservices practices, green building design, and clean energy.

July 2011: Policy revised to update the following sections: green building design, climate protection practices, sustainable operations, environmentally preferable purchasing, and sustainable foodservice practices.

September 2009: Policy expanded to include sustainable foodservice

March 2007: Policy expanded to include sustainable operations, waste reduction, and environmentally preferable purchasing; renovations guidelines added to green building section, climate protection section refined

January 2006: Policy expanded to include transportation and climate protection

June 2004: President formally issued the "Presidential Policy on Green Building Design and Clean Energy Standards." This Policy was subsequently renamed the Policy on Sustainable Practices

July 2003: The Regents approved sustainability policy principles (UCOP Sustainability)

Job Order Contracting Services RFP Questionnaire Template

Supplier Firm's Name:	Name
Supplier Representative Name	Name

			QUESTIONNAIRE NAME		QUESTION NUMBER	QUESTION TITLE	Response
5a6bb0a5e142592d78db434		2	Company Profile		1	Provide a description about your company and all offerings at a high level, including location of company headquarters (actual street address), location of account management (if different from the headquarters), and number of offices your company has in	
5a6bb0bc4601cb0724142dc		1	Company Profile		2	How long has your company been in business? Have your service offerings changed in the last 5 (five) years? If so, how?	
5a6bb0cabeaa4a253498ec4		1	Company Profile		3	Provide a reference list of existing clients outside of the University of California system and duration of their respective contracts	
5a6bb0e4af46222230c77b3		2	Company Profile		4	Does your firm have experience with Job Order Contracting and development of technical specifications? Include specific experience with the proposed Unit Price Book and related	
5a6bb10613d13c25c8bf567		16	Company Profile		5	Does your firm provide other types of JOC services? If so, describe these services.	
5a6bb137871bf72c201139b		2	Company Profile		6	Have you had any experience with "cloud based" or online Job Order Contract systems? If yes, share your experience and comments on the existing system.	
5a6bb16f67623d2b7c4e2e4		4	Company Profile		7	Provide proposed management and staffing you intend to dedicate to the University's JOC program. Include names, job titles, resumes, position within the company, potential role and % of time dedicated of all members of your proposed JOC team for the University. You may break this into a system-wide team and project	
			Company Profile		8	Provide a response to the national program (Omnia Partners	
5a6bb1dc93b1f11a147b91e		2	Company Profile		8a	*Include a detailed response to Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA*	
			Company Profile		8b	*The Successful Supplier(s) will be required to sign Exhibit B, OMNIA Partners Administration Agreement. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.*	
5a6bb1f4871bf72c201139b1		1	Company Profile		9	Do you have additional implementation plans, other than those listed in this RFP, for the University's JOC program, if awarded to you? You may include marketing efforts, site-visits (system-wide or	
5a6bb214beaa4a253498ec4		2	Company Profile		10	This RFP requires you to provide on-going system-wide training for the JOC program. Have you offered training classes (in person or online) to your customers previously? If so, please include a small description or example of all standard training classes offered and length of each class.	

			QUESTIONNAIRE NAME		QUESTION NUMBER	QUESTION TITLE	Response
5a6bb98367623d2b7c4e2e4		2	Sustainability		11	Is your company certified in the State of California or other U.S. State as a SBE, DBE, WBE, MBE, VBE, or DVBE? If yes, expand.	
5a6bb99693b1f11a147b91e d		2	Sustainability		12	Do you have a Corporate Social Responsibility (CSR) statement/policy/code of conduct or equivalent? If yes, provide an information link. If not publicly available, submit a copy with your response under the CalUSource Attachments section.	
5a6bb9b300d3c1177070935		2	Sustainability		13	Does your company have an existing, documented system to manage workplace and labor practices compliant with SA8000 (or equivalent) and/or other applicable labor and prevailing wage standards? If so, describe what systems are used and which compliance practices those systems are used for.	
5a6bb9c1ad720a11eca2c57		2	Sustainability		14	Describe in general terms how your company supports your local community and regional businesses and markets.	
5a6bb9c9beaa4a253498ec5		2	Sustainability		15	Describe specifically how your company will incorporate environmentally conscious business practices into the delivery of the requested services of this project.	
5a6bb9d1e142592d78db434		16	Sustainability		16	Describe how you will ensure that the team which is awarded the work under this RFP reflects the diversity of the UC student and staff population.	
5a6bb9f8350a662f3458a181		2	Sustainability		17	Describe any tools or services that you offer to help the University with its sustainability goals listed within the Sustainable Practices	
5a6bba0613d13c25c8bf5681		2	Sustainability		18	Is your company able to provide a cost book or program that utilizes green building products and systems for healthy & sustainable design (i.e. LEED, WELL, Living Building Challenge, Buy	

			QUESTIONNAIRE NAME		QUESTION NUMBER	QUESTION TITLE	Response
5a6bbaa393b1f11a147b91ef		2	Structured Offering (Pricing)		19	Provide the structure of pricing for your services as listed below. As a reference, discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first twelve (12) months after the contract award. Pricing specific to the following examples:	
5a6bbaad871bf72c201139b		2	Structured Offering (Pricing)		19a	*Per User access*	
5a6bbac6beaa4a253498ec5		2	Structured Offering (Pricing)		19b	*Per Campus access*	
5a6bbad0e142592d78db434		2	Structured Offering (Pricing)		19c	*System-wide access*	
5a6bbaf0350a662f3458a182		1	Structured Offering (Pricing)		19d	*Project spend*	
5a6bbb1a67623d2b7c4e2e5		2	Structured Offering (Pricing)		19e	*Annual spend (campus or system-wide)*	
5a6bbb25654760281c9894e		2	Structured Offering (Pricing)		19f	*Task Catalog purchase with initial onetime set up charge (campus to utilize enterprise billing systems). Include any limitations or ceiling structures.*	
5a6f7428d440d62b700af59c		2	Structured Offering (Pricing)		20	Provide details of proposed additional discounts for volume and tiered pricing structures offered	
5a6f7428d440d62b700af59c		2	Structured Offering (Pricing)		21	A description of the approach to localizing pricing and what localized data can be obtained to serve both the UC and Participating Public Agencies	
5a6f7428d440d62b700af59c		2	Structured Offering (Pricing)		22	Task Catalog fees	
			Structured Offering (Pricing)		23	Details for what factors modify pricing (such as any restrictions or premiums for where tasks are performed/what areas or hours are worked); and	
			Structured Offering (Pricing)		24	Additional incentives that can be offered (patronage, rebates, payment term incentives etc.)	
			Structured Offering (Pricing)		25	Provide available payment terms and if payment will be accepted via credit card. If a credit card is permitted, can payments be made online and state the convenience fee, if allowable, per the Visa Operating Regulations	

			QUESTIONNAIRE NAME		QUESTION NUMBER	QUESTION TITLE	Response
5a6bbd09e142592d78db434		4	Technical Questions		26	For the offering provide:	
5a6bbd0f4601cb0724142dc		5	Technical Questions		26a	*A summary of the depth/breath of tasks/services covered under the UPB*	
5a6bbd1b00d3c1177070935		2	Technical Questions		26b	*The percentage of tasks/services covered by a typical contract (and identify which items are typically not covered or considered optional services)*	
5a6bbd27beaa4a253498ec5		2	Technical Questions		26c	*Reporting dashboards or reports for export*	
5a6bbd2faf46222230c77b44		2	Technical Questions		26d	*Details for how often updates are made to include both product, service, and pricing changes*	
5a6bbd36350a662f3458a18		2	Technical Questions		26e	*Details as to what services can be provided as it relates to all items listed in the Scope, such as*	

5a6bbd5613d13c25c8bf5689	2	Technical Questions	26ei	*Offered strategies around marketing and outreach to contractor communities in order to ensure the largest qualified bidding pool possible*	
5a6bbd62e142592d78db434	2	Technical Questions	26eii	*Summary of assistance your company has provided previous clients when trying to improve bid prequalification parameters*	
5a6bbd6a871bf72c201139b	2	Technical Questions	26f	*Provide examples if your software is a user-centered interface and what strategies your firm utilizes to intake and implement client recommended improvements*	
5a6bbd7267623d2b7c4e2e5	2	Technical Questions	27	Describe the technical features of your software related to the UPB and whether they are hosted by the client or web-based. Consider such items as platform, system requirements, ongoing support, and	
5a6bbd7aaf46222230c77b45	2	Technical Questions	27a	*What is the system's architecture (include a diagram when*	
5a6bbd8367623d2b7c4e2e5	2	Technical Questions	27b	*Describe any import and export capabilities with Word, Excel, Access, PowerPoint, Acrobat, and other common text and presentation programs.*	
5a6bbd8ce142592d78db434	2	Technical Questions	27c	*Does the product allow for customizable interface (landing page) for local branding?*	
5a6bbd95350a662f3458a18	2	Technical Questions	27d	*Is there 24/7 customer support by vendor for JOC administrators?*	
5a6bbd9c93b1f11a147b91f0	2	Technical Questions	27e	*Please describe your products' archiving and back-up system.*	
5a6bbda413d13c25c8bf568a	2	Technical Questions	27f	*What contingency plans do you have in place should your system go down? Please describe the plan(s).*	
5a6bbdab4601cb0724142dc	2	Technical Questions	28	Describe your implementation approach. Include key activities, specific deliverables, timeline and resource requirements. For resource requirements, describe the ideal team composition among the University, vendor, and any third-party consultants, keeping in mind that different campuses have different administrators and project managers. For timeline, include the proposed estimate of the number of weeks the implementation team will take to complete a project of this scale. Include any key assumptions the University should be aware of when reviewing the overall implementation approach and timeline. Address the	
5a6bbdc013d13c25c8bf568b	2	Technical Questions	29	Describe your training process and program(s), including: approach for training the University staff and UC contractors, including training schedule and resources required (the University and	
5a6bbdc8e142592d78db435	2	Technical Questions	29a	*Describe your strategy for post-implementation support. Include your recommendations for the University (e.g., structure, functions), as well as any ongoing vendor support.*	
5a6bbdd14601cb0724142dc	2	Technical Questions	30	Outline what you need from the University to successfully implement the JOC. Specify the level of involvement and specific tasks required of the University during this engagement	
5a6bbddd871bf72c201139bf	2	Technical Questions	30a	*Describe University ownership of source code. Will all unencrypted source files and programmer notes be turned over to the University? Will the University have the right to maintain the program on its own in the future? Is source code at any time*	
5a6bbde54601cb0724142dc	4	Technical Questions	31	What are your service levels for response times and how will your company prove you are meeting the service levels and response times? Note RFP requirements.	
5a6bbe1313d13c25c8bf568c	2	Technical Questions	32	Describe how the system supports a secure data environment, including encryption technology. Does this comply or conflict with UC Data Security? (See Appendix – Data Security)	
5a6bbe2093b1f11a147b91f1	2	Technical Questions	32a	*Will you support login account and password resets?*	
5a6bbe2bad720a11eca2c57	2	Technical Questions	32b	*How many concurrent users can the system support?*	
5a6bbe36e142592d78db435	2	Technical Questions	32c	*Describe the system's ability to enforce security at multiple levels (e.g., organization, department, learning organization, etc.).*	
5a710aded915042518a30d2	4	Technical Questions	32d	*Describe how the system authenticates information to ensure data integrity.*	
		Technical Questions	32e	*Describe the audit trail linking the user or administrator to all transactions updating the database.*	
		Technical Questions	33	Describe any plans to "partner" with another vendor to meet implementation needs. If your approach includes the use of one or more additional vendors or sub-contractors, please provide a detailed explanation of their role on the project. In addition, if your response to the technical and functional requirements and associated product demonstration is dependent upon a product offered by another vendor partner, please instruct that vendor to provide a response to this RFP as well	
		Technical Questions	34	What is your update/enhancement schedule?	
		Technical Questions	34a	*Describe the process for reviewing, approving and prioritizing suggested changes and enhancements.*	
		Technical Questions	34ai	*Does this vary when looking at system, region or campus*	
		Technical Questions	34aii	*Does this vary for participating agencies?*	
		Technical Questions	34b	*What is your procedure for handling and resolving "bugs"?*	
		Technical Questions	34c	*What is the process for updating or adding line items to a task catalog prior to a contract issuance? Include time frames when possible to each task*	
		Technical Questions	34d	*OSHPD requirements*	
		Technical Questions	35	What is the software's ability to create various contracts and department profiles?	
		Technical Questions	36	How does software handle archiving of past contracts?	
		Technical Questions	37a	Fenestration and Framing: For the following project documents, upload an example of pricing and schedule of values	
		Technical Questions	37b	Small Building Renovation: For the following project documents, upload an example of pricing and schedule of values	

Sample Job Order

Goal of exercise below is to see the level of services provided within the task catalog and the specifications. Please provide as much as possible:

1. A list of line items needed to complete the work. (may be a different document from final proposal)
2. Line item descriptions showing additional costs associated with the installation.
3. Cost break downs by labor and equipment by unit of work included to perform the work.
4. Provide information on overhead costs not listed as a part of work. i.e. protect in place, moving of furniture. (can be a separate document listing items included in adjustment factor.
5. Set of specifications needed to complete the work.
6. Preliminary or Final proposal to see overall composition and readability.

Assume typical 2 bedroom off-campus apartment, furnished.

1. Total Floor Area is 850 SF.
    a. Bathroom area is 75 SF per Bedroom 150 SF total.
    b. Kitchen area is 150 SF
    c. Dining Area is 150 SF
    d. Bedrooms are 100 SF each.
    e. Living Area is 200 SF
2. Ceiling height is 8'-0"
3. Assume two sets of windows at each bedroom dimensioned 3'w x 5'h
4. Assumed sliding door system at living area dimensioned 8' w x 7' h
5. All walls are painted, except kitchen sink backsplash area.
6. Assume kitchen is galley with wall and base cabinets, standard clearances from counter height of 3' to counter clearance of 2'
7. Assume 5 standard entry doors and 2 pairs of sliding closet doors sized for 8'wx7' openings.
8. Assume wall tile at bathroom tub areas and on floors. Tub dimension typical 3'w x 6'L x 18"h. Sink and cabinet base dimensioned 4'w x 3'h x 2'd with mirror on counter to ceiling and extended to back of toilet just short of tub. Bathrooms have no windows and use curtain rod showers.

Description of Work:

1. Remove all existing carpeting in Living Area and Bedrooms and replace with Resilient Vinyl Planking, 30 Mil thickness, 6"wx48"L.

2. Paint all room walls, closets and ceilings latex paint, 2 coats with primer, use brush and roller. Include trim on doors, doors and wood wall base, 4" high. Exclude kitchen cabinetry.

3. Extend existing dining room wing wall sized 4'w x 42" high to extend to the ceiling. Match all existing finishes for non-rated, 2x4 wood stud framing and drywall. Frame and finish per specifications. (provide sample specs)

AGRICULTURAL FIELD STATION
OFFICE REFRESH

UC Davis Project # 2506660

BUILDING INFORMATION

EXISTING	
BUILDING NAME:	AGRICULTURAL FIELD STATION
CAAN NO:	4417
ZONE NO;	F148
YEAR BUILT:	1973
TOTAL G.S.F.:	2859 SF NO CHANGE TO EXISTING
OCCUPANCY GROUP:	B – OFFICES
CONSTRUCTION TYPE:	V B
SPRINKLED:	NO
NEW	
ALOWEABLE SQUARE FOOTAGE	9000 S.F.
TOTAL G.S.F.:	2859 SF NO CHANGE TO EXISTING (COMPLIES)
OCCUPANCY GROUP:	B OFFICES & S1 STORAGE NO SEPERATION REQUIRED
CONSTRUCTION TYPE:	V B
SPRINKLED:	NO
TOTAL OCCPANT LOAD:	21

DRAWING INDEX

GENERAL
G0.0 GENERAL INFORMATION
G0.1 SITE, SIGN AND CLEARANCE PLAN

ARCHITECTURAL
A02.0 DEMOLITION PLANS
A2.0 FLOOR PLANS AND SCHEDULES
A3.0 DETAILS
A4.0 FRAMING DETAILS

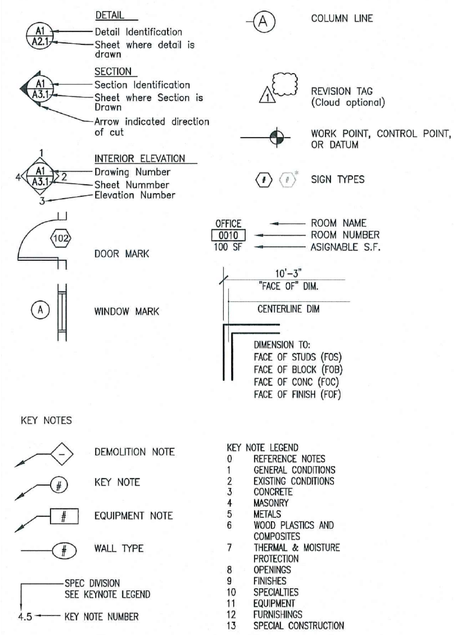
MECHANICAL
M1.0 MECHANICAL PLANS

ELECTRICAL
E000 COVER
E001 TITLE 24
E002 TITLE 24
E200 DEMO LIGHTING
E201 LIGHTING
E300 DEMO POWER AND SIGNAL
E301 POWER AND SIGNAL
E400 PHOTOMETRICS
E500 ONE LINE DIAGRAM AND PANEL SCHEDULES
E600 DETAILS

ABBREVIATIONS

(E)	Existing
#	Pound or Number
&	And
@	At
A	Align
AB	Aggregate base
ACM	Asbestos Containing Material
ACOUS	Acoustical
AD	Area Drain
ADJ	Adjustable
AFG	Above finished grade
AFF	Above finished floor
AL	Aluminum
ALUM	Aluminum
APPROX	Approximate
ARCH	Architectural
ASPH	Asphalt
BD	Board
BITUM	Bituminous
BLDG	Building
BLK	Block
BLKG	Blocking
BOT	Bottom
C	Centerline
CAB	Cabinet
CB	Catch Basin
CEM	Cement
CER	Ceramic
CKT	Circuit
CLG	Ceiling
CLKG	Caulking
CLO	Closet
CLR	Clear
CMU	Concrete Masonry Unit
CO	Cased Opening
COL	Column
CONC	Concrete
CONT	Continuous
CORR	Corridor
CPT	Carpet
DBL	Double
DF	Drinking Fountain
DG	Decomposed Granite
DIA	Diameter
DIM	Dimension
DISP	Dispenser
DN	Down
DO	Door Opening
DR	Door
DS	Downspout
DUP	Duplex Receptacle
DWG	Drawing
EA	Each
EJ	Expansion Joint
EL	Elevation
ELEC	Electrical
ELEV	Elevator
ENCL	Enclosure
EOL	End of Line
EQ	Equal
EQPT	Equipment
EXP	Expansion
EXPO	Exposed
(E)	Existing
EXT	Exterior
FA	Fire Alarm
FD	Floor Drain
FDC	Fire Department Connection
FDN	Foundation
FE	Fire Extinguisher
FEC	Fire Extinguisher Cab
FF	Finished floor
FHC	Fire Hose Cabinet
FIN	Finish
FLR	Floor
FLASH	Flashing
FLUOR	Fluorescent
FO	Face of
FOC	Face of Concrete
FOF	Face of Finish
FOS	Face of Studs
FRP	Fiber reinforced plastic
FPRF	Fireproof
FRMG	Framing
FS	Floor Sink
FSR	Fire Sprinkler Riser
FT	Foot or Feet
FTG	Footing
FURR	Furring
GA	Gauge
GALV	Galvanized
GB	Grab Bar
GL	Glass
GND	Ground
GSM	Galvanized Sheet Metal
GWB	Gypsum Wall Board
GYP. BD.	Gypsum Wall Board
HB	Hose Bibb
HDWD	Hardwood
HDWE	Hardware
HGT	Height
HM	Hollow Metal
HORIZ	Horizontal
HR	Hour
HW	Hot Water
ID	Inside Diameter (Dim.)
INSUL	Insulation
INT	Interior
JAN	Janitor
JT	Joint
L	Angle
LAM	Laminate
LAV	Lavatory
LT	Light
MAX	Maximum
MECH	Mechanical
MEMB	Membrane
MTL	Metal
MDF	Medium Density Fiberboard
MFR	Manufacturer
MFRD	Manufactured
MIN	Minimum
MISC	Miscellaneous
MO	Masonry Opening
MTD	Mounted
(N)	New
NIC	Not in Contract
NOM	Nominal
NTS	Not To Scale
O	Diameter or Round
OC	On Center
OD	Outside Diameter (Dim.)
UFCI	University Furnished, Contractor Installed
URNL	Urinal
OPNG	Opening
OPP	Opposite
PLAM	Plastic Laminate
PLAS	Plaster
PWD	Plywood
PRCST	Pre-cast
PT	Pressure Treated
PTD	Painted
QT	Quarry Tile
(R)	Remove
RAD	Radius
RD	Roof Drain
REF	Reference
REINF	Reinforced
REQ	Required
RESIL	Resilient
RM	Room
RO	Rough Opening
RWD	Redwood
RS	Rough Sawn
RWL	Rain Water Leader
S&P	Shelf & Pole
SC	Solid Core
SCHED	Schedule
SECT	Section
SHT	Sheet
SIM	Similar
SPEC	Specification
SMS	Sheet Metal Screw
SQ	Square
SST	Stainless Steel
STD	Standard
STL	Steel
STOR	Storage
STRL	Structural
SUSP	Suspended
SYM	Symmetrical
T&G	Tongue and Groove
TC	Top of Curb
TG	Tempered Glass
TEL	Telephone
THK	Thick
THRES	Threshold
TP	Top of Pavement
TRD	Tread
TS	Tube Steel
TO	Top of
TOS	Top of structure
TOW	Top of Wall
TV	Television
TYP	Typical
UNF	Unfinished
UON	Unless Otherwise Noted
UR	Urinal
VAR	Varies
VAT	Vinyl Asbestos Tile
VER	Verify
VCT	Vinyl Composition Tile
VERT	Vertical
VEST	Vestibule
W/O	Without
W/	With
WC	Water Closet
WD	Wood
WP	Waterproof
WSCT	Wainscot
WT	Weight

SYMBOLS & KEYNOTE LEGEND



KEY NOTE LEGEND

0	REFERENCE NOTES
1	GENERAL CONDITIONS
2	EXISTING CONDITIONS
3	CONCRETE
4	MASONRY
5	METALS
6	WOOD PLASTICS AND COMPOSITES
7	THERMAL & MOISTURE PROTECTION
8	OPENINGS
9	FINISHES
10	SPECIALTIES
11	EQUIPMENT
12	FURNISHINGS
13	SPECIAL CONSTRUCTION

PROJECT DESCRIPTION

COMMERCIAL REMODEL, NO ADDITIONAL SQUARE FOOTAGE TO THE EXISTING BUILDING AND CHANGE OF USE FROM OFFICE TO MIXED USE.
OFFICE/STORAGE
ACCESSIBILITY IMPROVEMENTS AT RESTROOMS AND BREAK ROOM
REMOVE INTERIOR WALLS AS INDICATED
INSTALL NEW WALLS AND COLUMN WRAPS.
REPLACE INTERIOR FLOOR FINISHES AND BASE
REPLACE INTERIOR CABINETRY
REPLACE EXISTING LIGHTING WITH LED LIGHTING
REPAIR AND PAINT EXISTING ACOUSTIC TILE CEILING
REMOVE ACOUSTICAL TILE CEILING AT STORAGE AREAS AND INSTALL VINYL FACED INSULATION.
PAINT INTERIOR WALLS AS SCHEDULED
PAINT EXTERIOR BUILDING AND TRIM.
REMOVE PORTION OF EXISTING EXTERIOR WALL FOR INSTALLATION OF NEW OVERHEAD DOOR.

INFORMATION AVAILABLE TO BIDDERS

THE UNIVERSITY OF CALIFORNIA HAS CONTRACTS FOR MATERIALS, EQUIPMENT AND/OR SERVICES WITH THE SUPPLIERS LISTED ON THE OFFICE OF THE PRESIDENT PROCUREMENT SERVICES WEBSITE AT HTTP://WWW.UCOP.EDU/PROCUREMENT-SERVICES/FOR-SUPPLIERS/UCOP-DESIGNATED-CONSTRUCTION-AGREEMENTS.HTML

GENERAL CONTRACTORS OR OTHERS SUBMITTING BIDS FOR UNIVERSITY CONSTRUCTION PROJECTS MAY ENTER INTO AGREEMENTS WITH THESE SUPPLIERS THAT UTILIZE THE PRICING AND TERMS CONTAINED IN THE UNIVERSITY-SUPPLIER AGREEMENTS. THE UNIVERSITY DOES NOT REPRESENT OR WARRANT THAT MATERIALS/EQUIPMENT/SERVICES OF THESE SUPPLIERS MEET THE REQUIREMENTS OF THE UNIVERSITY'S CONSTRUCTION CONTRACTS.

USE OF SUCH SUPPLIERS SHALL NOT RELIEVE CONTRACTOR FROM ITS OBLIGATION TO MEET ALL CONTRACTUAL REQUIREMENTS IN ANY CONTRACTS WITH THE UNIVERSITY. THE UNIVERSITY WILL NOT BE A PARTY TO ANY AGREEMENTS WITH SUCH SUPPLIERS AND ACCEPTS NO PERFORMANCE OBLIGATIONS OR LIABILITY WITH RESPECT TO SUCH AGREEMENTS.

GENERAL ABATEMENT/REMEDIATION NOTES

1. AREAS OF THE BUILDING HAVE BEEN IDENTIFIED AS CONTAINING ASBESTOS & LEAD. REMEDIATION MUST MEET ALL OF THE TECHNICAL SPECIFICATIONS AS OUTLINED IN THE TECHNICAL SPECIFICATIONS 02 82 00, 02 83 00 ETC (OR AS OUTLINED IN THE UNIVERSITY OF CALIFORNIA, DAVIS JOB ORDER CONTRACT SPECIFICATIONS 02 82 00, 02 83 00 DATED AUGUST 2014), AND FURTHER IDENTIFIED IN THE ASBESTOS & LEAD BUILDING INSPECTION REPORT DATED **MARCH 25, 2018**, PREPARED BY **GEOCON** SUBMIT A HAZARDOUS MATERIALS REMOVAL WORK PLAN FOR REVIEW & APPROVAL PRIOR TO STARTING WORK.

DEFERRED APPROVAL REQUESTED

1. MODIFICATION OR INSTALLATION OF ANY FIRE ALARM SYSTEM OR COMPONENTS.
2. LOCATION AND FIRE EXTINGUISHER TYPE, TO BE APPROVED BY FIRE MARSHALL PRIOR TO INSTALLATION.

CODES & REGULATIONS

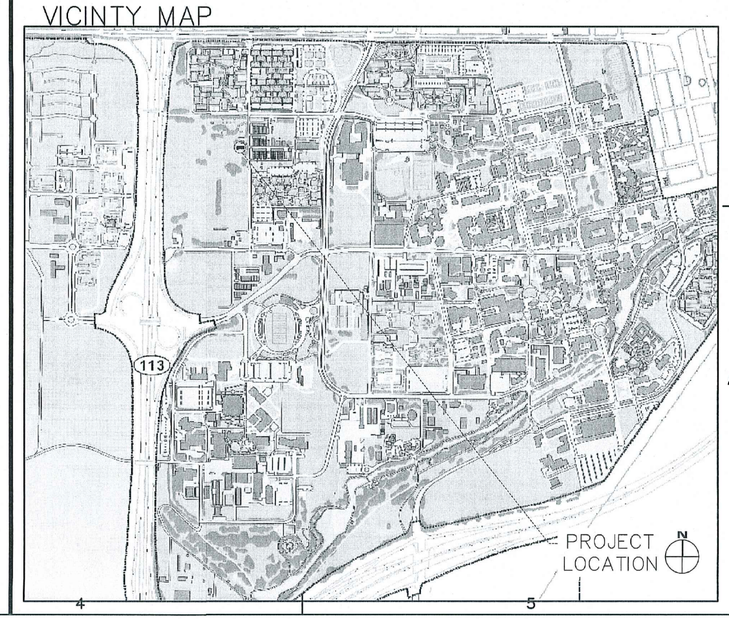
The Work shall be performed in accordance with Applicable Code Requirements and applicable requirement of all other regulatory agencies, including but not limited to the following:
1. Americans with Disabilities Act–Title II, Title III.
2. California Environmental Quality Act.
3. California Health and Safety Code.
4. National Fire Protection Association (NFPA)
5. Federal Occupational Safety and Health Administration.
6. Federal Environmental Protection Agency–Clean Air Act.
7. Storm Water Pollution Prevention Act.
8. Local Air Quality Management District.
9. 2016 NFPA 72

The construction of University projects must comply with the applicable laws, rules, and regulations of the California Code of Regulations (CCR). The following CCR titles contain requirements applicable to University construction work:

Title 8, Industrial Safety.
Title 17, Radiation Safety.
Title 19, Public Safety.
Title 20, Public Utilities and Energy.
Title 21, Public Works.
Title 22, Public Health.
Title 24, California Building Standards Code
- Part 1, Administrative Regulations.
- Part 2, California Building Code. (2016) CBC
- Part 3, California Electrical Code. (2016) CEC
- Part 4, California Mechanical Code. (2016) CMC
- Part 5, California Plumbing Code. (2016) CPC
- Part 6, California Energy Code. (2016)
- Part 8, California Historical Building Code.
- Part 9, California Fire Code. (2016) CFC
- Part 10, California Existing Building Code. (2016)
- Part 11, California Green Building Standards Code (2016)
- Part 12, State Referenced Standards Code.

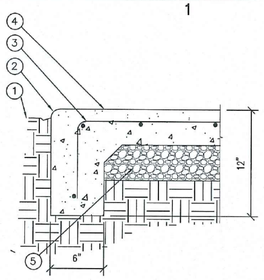
Title 25, Housing and Community Development.
Title 26, Toxics.
Title 24, or the California Building Standards Code, is one of 26 titles of CCR, formerly called the California Administrative Code (CAC). Title 24 is more restrictive than all of the Uniform Codes. By administrative policy, the University uses all ten parts of the more restrictive CCR, Title 24, for code compliance of its projects. The ten parts of CCR, Title 24 are listed above. In addition to the CCR titles listed above, University construction work shall also comply with the following Codes or Acts. In general, in the case of conflicts between codes, the more stringent conditions shall apply. Confirm particular instances with University's Representative
NFPA National Fire Protection Association
OSHA Federal Occupational Safety and Health Act of 1970
ADA Accessibility Guidelines for the Americans with Disabilities Act
Other applicable codes not listed above but required for a particular project
All facilities must be accessible to and usable by persons with disabilities. All construction shall comply with current CCR Title 24 disabled access standards as established by DSA, as well as ADA.

VICINTY MAP



DRAWING TITLE
GENERAL INFORMATION

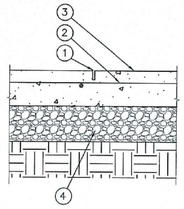
ISSUE DATE 12/03/2018	DRAWING NO. G0.0
DRAWN BY CEK	
CHECKED BY EP/CA	



DETAIL A1 KEY NOTES

1. DISTANCE TO FINISH GRADE.
   1.1 1" IN TURF AREAS
   1.2 2" IN PLANTER AREAS
2. ½" RADIUS
3. #4 REBAR @ 24" O.C. EACH WAY
4. 6" CONCRETE WALK. 3000 PSI COMPRESSIVE STRENGTH. MEDIUM BROOM FINISH PERPENDICULAR TO PATH OF TRAVEL.
5. 4" CLASS 2 AB COMPACTED TO 95% OVER 90% COMPACTED SUBGRADE

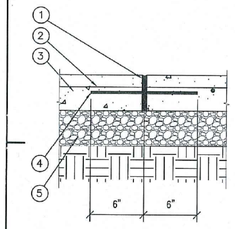
D1 THICKENED EDGE @ LANDSCAPE
1-1/2" = 1' - 0"



KEYED NOTES

1. TOOLED CONTROL JOINT. ¼" RADIUS. DEPTH = SLAB DEPTH X .25.
2. #4 REBAR AT 24" O.C. EACH WAY.
3. 6" CONCRETE WALK. 3000PSI COMPRESSIVE STRENGTH. MEDIUM BROOM FINISH PERPENDICULAR TO PATH OF TRAVEL.
4. 4" CLASS 2 AB COMPACTED TO 95% OVER 90% COMPACTED SUBGRADE

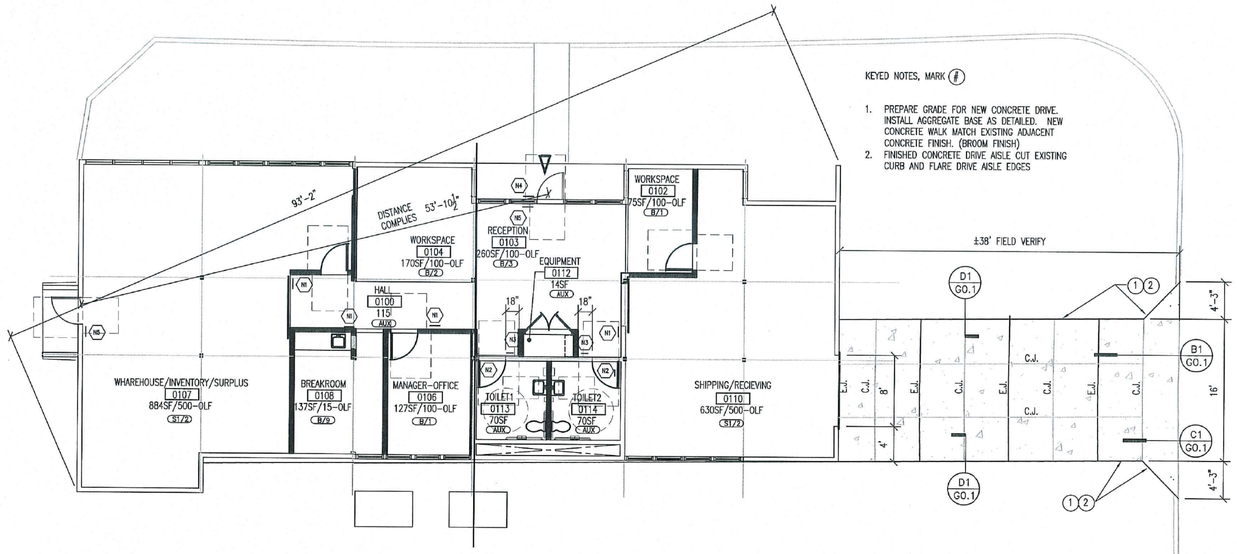
C1 CONTROL JOINT
1-1/2" = 1' - 0"



KEYED NOTES

1. ½" FIBER EXPANSION JOINT W/ SILICONE CAULK CAP. MATCH CONCRETE COLOR.
2. #4 REBAR AT 24" O.C. EACH WAY.
3. 6" CONCRETE WALK. 3000PSI COMPRESSIVE STRENGTH. MEDIUM BROOM FINISH PERPENDICULAR TO PATH OF TRAVEL.
4. ½" X 12" SMOOTH DOWEL. GREASE EACH END BEFORE NEW PCC PLACEMENT. ALIGN DOWEL WITH SIDEWALK REINFORCEMENT.
5. 4" CLASS 2 AB COMPACTED TO 95% OVER 90% COMPACTED SUBGRADE

B1 EXPANSION JOINT
1-1/2" = 1' - 0"



KEYED NOTES, MARK (F)

1. PREPARE GRADE FOR NEW CONCRETE DRIVE. INSTALL AGGREGATE BASE AS DETAILED. NEW CONCRETE WALK MATCH EXSITING ADJACENT CONCRETE FINISH. (BROOM FINISH)
2. FINISHED CONCRETE DRIVE AISLE CUT EXISTING CURB AND FLARE DRIVE AISLE EDGES

B2 SITE, SIGN, EXIT, AND CLEARANCE PLAN
⅛" = 1'-0"

FOR DEMOLITION PLANS SEE SHEET AD2.0
FOR RENOVATION PLANS SEE SHEET A2.0

MAXIMUM TRAVEL DISTANCE IS 75'

N

DEFINITIONS & NOTES:

A. A PATH OF TRAVEL IS AN IDENTIFIABLE ACCESSIBLE ROUTE WITHIN AN EXISTING SITE, BUILDING OR FACILITY BY MEANS OF WHICH A PARTICULAR AREA MAY BE APPROACHED, ENTERED, AND EXITED, AND WHICH CONNECTS A PARTICULAR AREA WITH AN EXTERIOR APPROACH (INCLUDING SIDEWALKS, STREETS AND PARKING AREAS), AN ENTRANCE TO THE FACILITY, AND OTHER PARTS OF THE FACILITY. WHEN ALTERATIONS, STRUCTURAL REPAIRS OR ADDITIONS ARE MADE TO EXISTING BUILDINGS OR FACILITIES, THE TERM "PATH OF TRAVEL" ALSO INCLUDES THE TOILET AND BATHING FACILITIES, TELEPHONES, DRINKING FOUNTAINS AND SIGNS SERVING THE AREA OF WORK.

B. ACCESSIBLE PATH OF TRAVEL (A.P.O.T.) AS INDICATED IS A BARRIER FREE ACCESS WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING ¼" AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED ½" VERTICAL. MAXIMUM CROSS-SLOPE 2% TYPICAL. ENTRANCE AND INTERIOR DOORS COMPLY WITH SECTION 11B-404 REQUIREMENTS FOR THRESHOLDS; GRIP/LEVER TYPES; STRIKE SIDE CLEARANCES; LEVEL LANDING SIZES AND SLOPES.

C. AN ACCESSIBLE ROUTE IS A CONTINUOUS UNOBSTRUCTED PATH CONNECTING ACCESSIBLE ELEMENTS AND SPACES OF A AN ACCESSIBLE SITE, BUILDING OR FACILITY THAT CAN BE NEGOTIATED BY A PERSON WITH A DISABILITY USING A WHEELCHAIR, AND THAT IS ALSO SAFE FOR AND USABLE BY PERSONS WITH OTHER DISABILITIES. INTERIOR ACCESSIBLE ROUTES MAY INCLUDE CORRIDORS, HALLWAYS , FLOORS, RAMPS, ELEVATORS AND LIFTS. EXTERIOR ACCESSIBLE ROUTES MAY INCLUDE PARKING ACCESS AISLES, CURB RAMPS, CROSSWALKS AT VEHICULAR WAYS, WALKS, RAMPS AND LIFTS.

SITE PLAN GENNERAL NOTES:
11B-202.4 PATH OF TRAVEL REQUIREMENTS IN ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS.

MINIMUM REQUIREMENTS: WHEN ALTERATIONS OR ADDITIONS ARE MADE TO EXISTING BUILDING OR FACILITIES, AND ACCESSIBLE PATH OF TRAVEL TO THE SPECIFIC AREA OF ALTERATION OR ADDITION SHALL BE PROVIDED. THE PRIMARY ACCESSIBLE PATH OF TRAVEL SHALL INCLUDE:

1. A PRIMARY ENTRANCE TO THE BUILDING OR FACILITY – NORTH ENTRY DOOR COMPLIES, NO ADDITIONAL WORK REQUIRED. SEE SYMBOLS LEGEND
2. AN ACCESSIBLE ROUTE TO THE AREA OF ALTERATION – NO PEDESTRIAN ACCESS PROVIDED, NO SIDEWALK OR PUBLIC WAY IN THE VICINITY. NO WORK REQUIRED PER 11B 206.2.1 EXCEPTION #2.
3. TOILET AND BATHING FACILITIES SERVING THE AREA – REQUIRES UPGRADES SEE C4/A3.0
4. DRINKING FOUNTAINS SERVING THE AREA: NO DRINKING FOUNTAINS PROVIDED – NO ADDITIONAL WORK REQUIRED
5. PUBLIC TELEPHONES SERVING THE AREA: NO PUBLIC TELEPHONES PROVIDED – NO ADDITIONAL WORK REQUIRED
6. SIGNS – PROVIDE NEW SIGNS PER B2/G0.1 SIGN PLAN

ADDITIONAL ACCESSIBLE ELEMENTS

7. A NEW BREAK ROOM SINK AND COUNTER WILL BE INSTALLED AND MADE ACCESSIBLE. SEE SHEET A2
8. NO PARKING IS PROVIDED, NO NEW WORK IS REQUIRED.

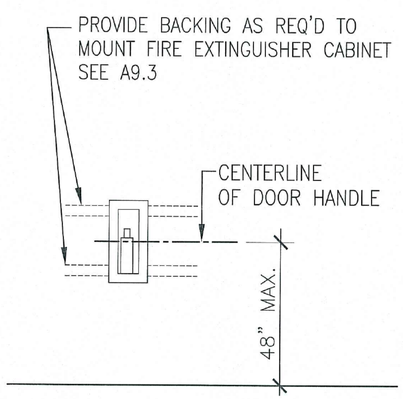
SHEET SYMBOLS LEGEND

	REQUIRED CLEARANCE AT FIXTURES AND DOORS
	BUILDING ENTRY DOOR
B/1	OCCUPANCY TYPE/OCCUPANT LOAD
X	(N) SIGN, SEE SIGN SCHEDULE A3/G0.1
E.J.	PROVIDE EXPANSION JOINTS AT 10' O.C. SEE DETAIL B1 G0.1
C.J.	PROVIDE CONTROL JOINTS AT 10' O.C. SEE DETAIL C1 G0.1
OLF	OCCUPANT LOAD FACTOR

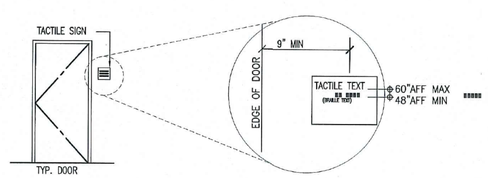
SIGN GENERAL NOTES:
INSTALL NEW SIGNAGE PER MOUNTING DETAIL A2 G0.1

A. ACRYLIC BACKGROUND PANEL COLOR TO BE GRAY WITH CONTRASTING BLACK LETTERING (MATCH UNIVERSITY'S STANDARD) PROVIDE SAMPLES OF COLORS WITH SUBMITTAL

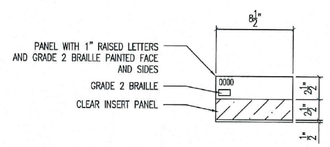
B. WHERE SIGNAGE IS APPLIED TO GLASS SIDELIGHT OR TRANSLUCENT PANEL – PROVIDE AN ADDITIONAL BLANK BACKING SIGN OF SAME SIZE, & COLOR. COVER THE BACK OF THE INFORMATIONAL SIGN WITH THE BLANK AND INSTALL WITH ADHESIVE.



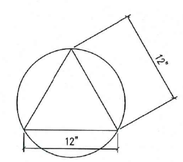
A1 FIRE EXTINGUISHER MOUNTING HEIGHT
SCALE: N.T.S.



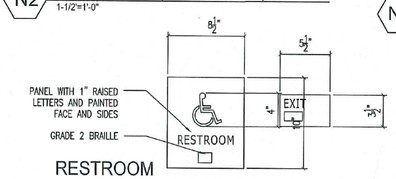
A2 TYPICAL MOUNTING HEIGHTS FOR TACTILE SIGNS
SCALE: ⅛" = 1'-0"



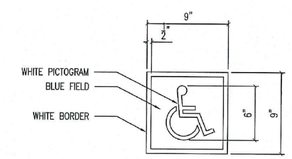
N1 TACTILE ROOM IDENTIFICATION
1-1/2"=1'-0"



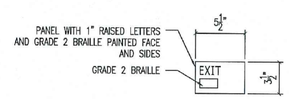
N2 RESTROOM (DOOR SIGN)
1-1/2"=1'-0"



N3 RESTROOM WALL SIGN
1-1/2"=1'-0"



N4 INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA)
1-1/2"=1'-0"



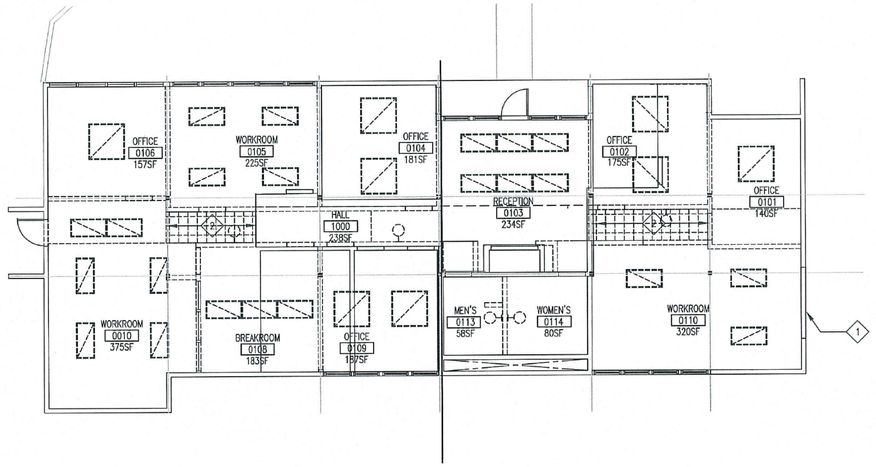
N5 TACTILE EXIT SIGN
1-1/2"=1'-0"

A3 SIGN SCHEDULE

DRAWING TITLE
SITE PLAN, SIGN & CLEARANCE PLAN

ISSUE DATE 12/03/2018
DRAWN BY CEK
CHECKED BY EP/CA

DRAWING NO.
G0.1



C2 REFLECTED CEILING PLAN - DEMOLITION

1/8" = 1' - 0"

DEMOLITION REFELECTED CEILING PLAN KEYED NOTES C2/AD2.0: X.X MARK

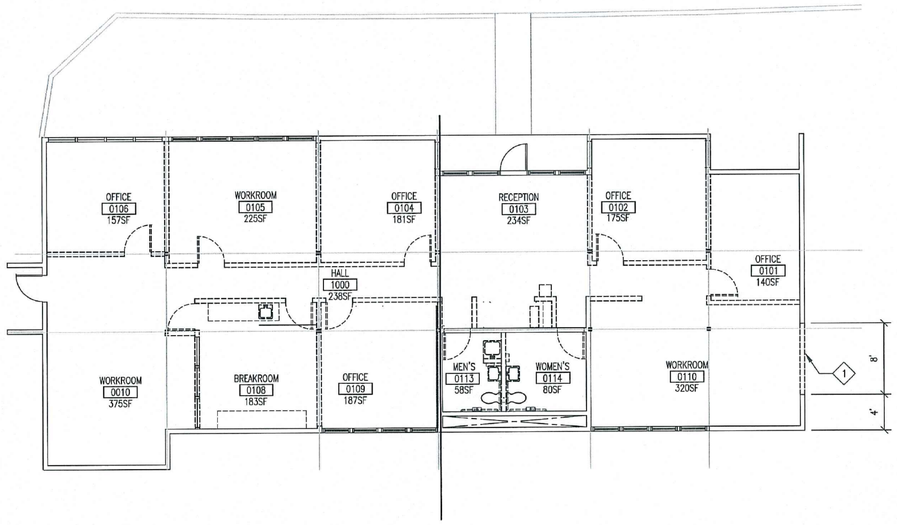
1. REMOVE PORTION OF EXISTING WALL FOR INSTALLATION OF NEW EXTERIOR ROLL UP DOOR AND DOOR HEADER.
2. REMOVE PORTION OF EXISTING SOFFIT, DUCTWORK AND ASSOCIATED FRAMING AND SUPPORT.

GENERAL NOTES:

1. REMOVE LIGHTS AND CIRCUITS. SEE ELEC. DWGS FOR MORE INFORMATION
2. SEE MECH DWGS FOR EXTENT OF MECHANICAL DUCTWORK REMOVAL.

SYMBOLS LEGEND

- SURFACE MOUNTED 2X4 LIGHT FIXTURE
- SURFACE MOUNTED 4X4 LIGHT FIXTURE
- SURFACE MOUNTED WALL SCONCE
- GLUED DOWN ACOUSTIC CEILING TILES TO BE REMOVED
- GLUED DOWN ACOUSTIC CEILING TILES TO REMAIN



A2 FLOOR PLAN - DEMOLITION

1/8" = 1' - 0"

FLOOR PLAN KEYED NOTES A2/AD2.0: X.X MARK

1. REMOVE PORTION OF EXISTING WALL FOR INSTALLATION OF NEW DOOR. PROVIDE HEADER FOR NEW OPENING.

GENERAL NOTES

1. REMOVE EXISTING INTERIOR WALLS AND DOORS AS INDICATED. SEE SYMBOLS LEGEND.
2. REMOVE ALL EXISTING FLOORING
3. REMOVE INTERIOR DOORS AS INDICATED. UCD BMS TO SALVAGE USABLE DOORS AND DOOR HARDWARE NOT BEING RE-USED PRIOR TO PROJECT START. UCD PROJECT MANAGER TO PROVIDE DEMOLITION SHEETS. BMS LOCK SHOP SHALL HAVE ADVANCE NOTICE TO SALVAGE ANY DOORS AND HARDWARE SLATED FOR DEMOLITION. ANY UN-SALVAGED ITEMS ARE THE IRRESPONSIBILITY OF THE CONTRACTOR.
4. PROTECT EXISTING COLUMNS DURING DEMOLITION WORK. EXISTING COLUMNS SHALL REMAIN.

SYMBOLS LEGEND

- (E) WALL TO REMAIN
- (E) WALL TO BE REMOVED
- (E) DOOR FRAME AND HARDWARE TO BE REMAIN.
- (E) DOOR FRAME AND HARDWARE TO BE REMOVED.
- (E) COLUMN TO REMAIN

THIS SHEET IS NOT APPROVED FOR THE DEMOLITION, MODIFICATION OR INSTALLATION OF ANY FIRE ALARM SYSTEM OR COMPONENTS. A SEPARATE SUBMITTAL TO THE UCD FIRE MARSHAL FOR REVIEW AND APPROVAL IS REQUIRED BY THE INSTALLING C-10 LICENSED FIRE ALARM CONTRACTOR PRIOR TO ANY DEMOLITION, MODIFICATION OR INSTALLATION OF ANY FIRE ALARM COMPONENTS PER UCDFM, 2016 CFC 105.4.1, 105.6, 105.7, 901.2,CH. 80, 2016 NFPA 72 & CBC 107.2.1

[redacted]

DRAWING TITLE	DEMOLITION PLANS
ISSUE DATE 12/03/2018	DRAWING NO. AD2.0
DRAWN BY CEK	
CHECKED BY EP/CA	

FINISH SCHEDULE

RM NO.	RM NAME	FLOOR	BASE	WALL	CLG	CLG HT	NOTES
0100	HALL	F1	R1	P-1	CLG1	9'-4" / 7'-9"	*
0102	WORKSPACE	F2	R1	P-1	CLG1	9'-4"	*
0103	RECEPTION	F2	R1	P-1	CLG1	9'-4"	*
0104	WORKSPACE	F2	R1	P-1	CLG1	9'-4"	*
0106	MANAGER'S OFFICE	C1	R1	P-1	CLG1	9'-4"	*
0107	STOREHOUSE/ INVENTORY/SURPLUS	F1	R1	P-1	CLG1	9'-4"	*
0108	BREAKROOM	F2	R1	P-1	CLG1	9'-4"	*
0110	SHIPPING/RECIEVING	F1	R1	P-1	CLG1	9'-4"	*
0112	EQUIPMENT	F1	R1	P-1	CLG1	9'-4"	*
0113	TOILET 1	F1	R1	–	CLG1	9'-4"	*
0114	TOILET 2	F1	R1	–	CLG1	9'-4"	*

C1 MANNINGTON, AXIO KINAN (44244) OR EQUAL

F1 CLEAN EXISTING CONCRETE AND INSTALL CONCRETE SEALER

F2 ARMSTONG VINYL COMPOSITION TILE FLOORING PREMIUM EXCELON CHROMASPIN 12x12x⅛ SHADOW GREEN (54829) OR EQUAL, INSTALLED PER MANUFACTURER RECOMMENDATIONS

R1 6" RUBBER BASE: BURKE OR EQUAL UNI-COLOR, 660 ROCKY

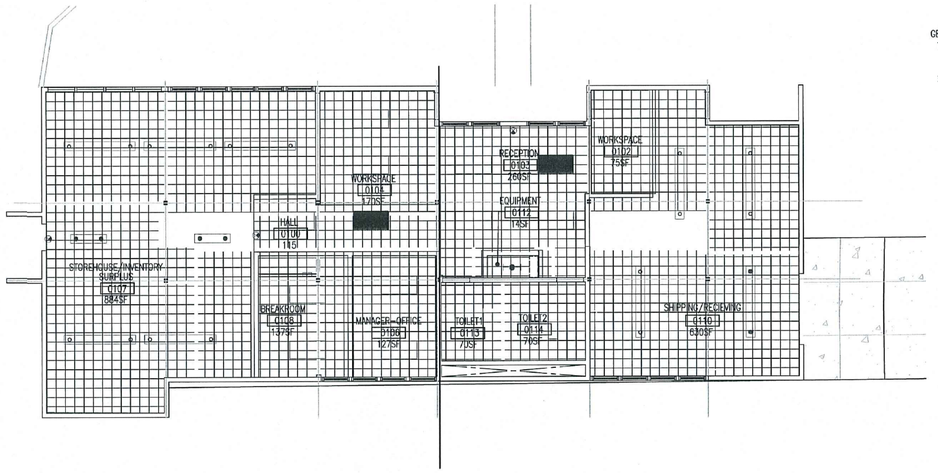
P1 GENERAL WALL PAINT: BENJAMIN MOORE, AFFINITY "DEEP IN THOUGHT" AF-30 OR EQUAL SEMI GLOSS

P2 DOOR AND FRAME PAINT: BENJAMIN MOORE, "AFFINITY " BLUE ECHO AF-505, OR EQUAL SEMI GLOSS

CLG1 BENJAMIN MOORE, AFFINITY "DEEP IN THOUGHT" AF-30 OR EQUAL SEMI GLOSS

GENERAL NOTES:

1. PATCH EXISTING ACOUSTICAL CEILING TILE MATCH EXISTING TEXTURE & COLOR AS CLOSE AS POSSIBLE. AFTER PATCH WORK IS COMPLETED PAINT THE ENTIRE CEILING IN EACH ROOM AS SCHEDULED.
2. ALL FINISHES, FURNISHINGS AND MATERIALS SHALL MEET THE MINIMUM REQUIREMENTS OF 2016 CBC/CFC CHAPTER 8 AND CCR TITLE 19.
3. PROVIDE WATER RESISTANT GYPSUM BOARD AND SMOOTH, HARD , NO NABSORBENT SURFACE ON ALL RESTROOM WALLS.



C2 REFLECTED CEILING PLAN - NEW

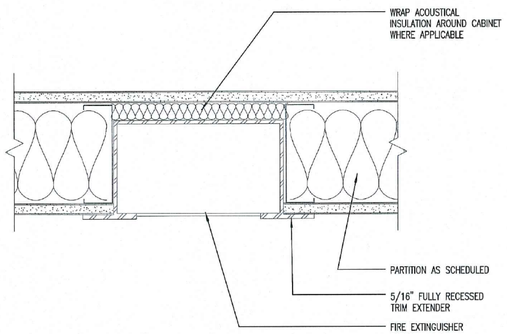
1/8" = 1' - 0"

GENERAL NOTES:

1. PATCH AND REPAIR ACOUSTIC CEILING TILES WHERE DAMAGED BY NEW WORK AND WALL DEMOLITION. PROVIDE NEW ACOUSTIC CEILING TILE FOR REPAIR WORK. MATCH COLOR, AND TEXTURE AS CLOSE AS POSSIBLE. PAINT CEILING THROUGHT OUT AS SCHEDULED.
2. INSTALL NEW LIGHTING. REFERE TO SYMBOLS LEGEND AND ELECTRICAL DRAWINGS FOR MORE INFORMATION.

REFLECTED CEILING PLAN SYMBOLS LEGEND

- 4' SUSPENDED LUMINAIRE
- 4' SUSPENDED EMERGENCY LUUMINAIRE
- 8' SUSPENDED LUUMINAIRE
- SURFACE MOUNTED 2X4 DIRECT/INDIRECT TROFFER
- SURFACE MOUNTED 2X4 EMERGENCY DIRECT/INDERCT TROFFER
- SURFACE MOUNTED 2X2 DIRECT/INDIRECT TROFFER
- 1X4 WRAP AROUND LUMINAIRE
- EXIT SIGN, SEE ELECTRICAL DRAWINGS
- (E) GLUED DOWN ACOUSTIC CEILING TILES
- NEW GLUE DOWN ACOUSTIC CEILING TILE PATCH. MATCH EXISTING COLOR, SIZE AND TEXTURE



B1 FIRE EXTINQUISHER CABINET

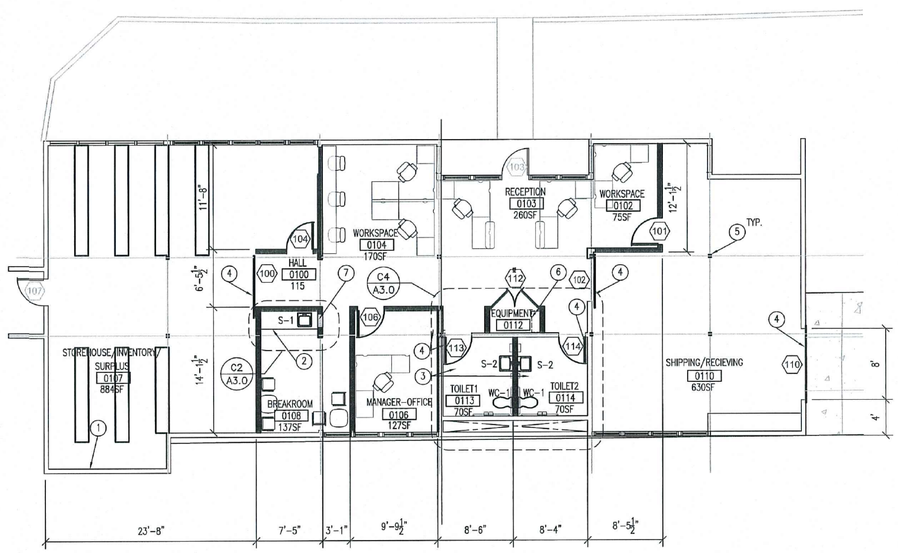
3" = 1' - 0"

PROJECT NAME: (For Lab use) REV. 11/21/2017

PROJECT NO: (Hide if not used)

PLUMBING FIXTURE SCHEDULE

TAG ID	DESCRIPTION	BRANCH PIPE CONNECTIONS ICW	IHW	DW	DCW	DWV	W	V	MATERIALS	REMARKS	Application Guide
S-1	LAB SINK (STAINLESS STEEL, ADA)	1/2"	1/2"	--- (1/2") only, lab use	---	---	1 1/2"	1 1/2"	JUST SINK MODEL SL-ADA-1921-A-GR, SINGLE BOWL, E/DROP-IN SINK, ADA COMPLIANT, 18 GAUGE TYPE 304 STAINLESS STEEL WITH FAUCET LEDGE, SIZE 21"L X 19"W X 9"D WITH 3 HOLES ON 4" CENTERS FAUCET AND CENTER DRAIN, FULLY COATED UNDERSIDE TO BISULATE FOR SOUND AND CONDENSATION PROVIDEC STAINLESS STEEL DRAIN WITH STRAINER MODEL J-35-SSF WITH 1 1/2" OD STAINLESS STEEL 4" LONG TAILPIECE, P-TRAP MODEL JT-150, AND FAUCET MODEL JWF-200 LEDGE/MOUNT ON 8" CENTERS WITH SWING SPOUT, 4" WRIST BLADES, AND 2.2 GPM FLOW RESTRICTING AERATOR.	SEE NOTES BELOW	ADA installation, 18 GA. size 21"L X 19"W X 5"D
S-2	LAVATORY (STAINLESS STEEL, ADA)	---	---	---	1/2"	1/2"	1 1/2"	1 1/2"	ACORN DURA-WARE MODEL 1963-ADA-1-CSG, 18" LAVATORY, ADA COMPLIANT, 18 GAUGE TYPE 304 STAINLESS STEEL, SIZE 18"L X 22"W X 5"D, SATIN FINISH. PROVIDE ANGLE BRACES AND FASTENERS, CENTER SET WITH GOOSENECK SPOUT AND WRIST BLADE HANDLES, AND GRID STRAINER.	SEE NOTES BELOW	ADA installation
WC-1	WATER CLOSET (STAINLESS STEEL)	---	---	---	1 1/2"	---	4"	2"	ACORN DURA-WARE MODEL 2120-T-3-FVBG-HET-HS-OFLC, HIGH EFFICIENCY WATER CLOSET, 1.28 GPF, FLOOR MOUNTED, 18 GAUGE TYPE 304 STAINLESS STEEL, SEAMLESS WELDED CONSTRUCTION, SIPHON JET TYPE WITH ELONGATED BOWL, SATIN FINISH. PROVIDE HINGED SEAT WITH OPEN FRONT LESS COVER.	SEE NOTES BELOW	Outdoor restroom.
FVW	FLUSH VALVE (FOR WATER CLOSET)	---	---	---	1"	---	---	---	SLOAN FLUSHOMETER MODEL 111-1.28-IOFB, ADA COMPLIANT, EXPOSED WATER CLOSET FLUSHOMETER FOR 1 1/2" TOP SPUD, HIGH EFFICIENCY 1.28 GPF, DUAL FILTERED FIXED BYPASS DIAPHRAGM, CHROME PLATED, MANUAL OPERATION.	SEE NOTES BELOW	ADA installation, manual flush valve.



A2 FLOOR PLAN - NEW

1/8" = 1' - 0"

PLAN KEYED NOTES (XX) MARK

1. REPAIR EXISTING EXTERIOR WALL. INSTALL NEW INSULATION, ⅝" GYPSUM BOARD, TAPE TEXTURE AND PAINT.
2. INSTALL NEW CASEWORK, ACCESSIBLE SINK, FAUCET AND ASSOCIATED PLUMBING SEE PLUMBING FIXTURE SCHEDULE FOR MORE INFORMATION. PROVIDE 30"x48" CLEARANCE FOR ACCESSIBLE FRONT APPROACH.
3. INSTALL NEW ACCESSIBLE SINK, FAUCET, TOILET AND ASSOCIATED PLUMBING. INSTALL GRAB BARS AND ADDITIONAL FIXTURES AS SHOWN ON INTERIOR ELEVATIONS.
4. INSTALL NEW HEADER AS NEEDED. INSTALL NEW DOOR, FRAME, AND HARDWARE. SEE DOOR SCHEDULE ON SHEET A3.
5. INSTALL NEW ⅝" GYP. BOARD COLUMN WRAP, TAPE TEXTURE AND PAINT.
6. RELOCATE EXISTING IT EQUIPMENT AND ELECTRICAL PANEL. SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION.
7. INSTALL NEW FIRE EXTINGUISHER CABINET

GENERAL NOTES

1. PATCH AND REPAIR ALL WALL SURFACES WHERE DAMAGED BY NEW WORK.
2. CLEAN EXISTING CONCRETE FLOORS, PATCH AND REPAIR AS REQUIRED AND WHERE DAMAGED BY NEW WORK. PROVIDE NEW FINISH, SEE FINISH SCHEDULE.
3. INSTALL NEW DOOR HEADER, DOOR FRAME AND HARDWARE AS SCHEDULED.
4. INSTALL NEW INTERIOR WALL PARTITIONS SEE SYMBOLS LEGEND FOR WALL TYPE DESCRIPTION.
5. INSTALL NEW RUBBER WALL BASE THROUGHOUT ENTIRE BUILDING
6. INSTALL NEW WINDOW BLINDS
7. MODIFY EXISTING HVAC SYSTEM TO SERVE EACH OFFICE. SEE MECHANICAL DRAWINGS FOR MORE INFORMATION
8. INSTALL NEW DOOR HEADER, DOOR FRAME, DOOR AND HARDWARE AS SCHEDULED.
9. FURNITURE NOT IN CONTRACT

FLOOR PLAN SYMBOLS LEGEND

- (E) WALL TO REMAIN (D1 / A3.0)
- (E) STUD WALL. INSTALL ACOUSTICAL INSULATION AND R.C. CHANNELS FOR SOUND MITIGATION. SEAL TOP AND BOTTOM OF WALL
- NEW NON-LOAD BEARING PARTITION WALL. NON-COMBUSTABLE CONSTRUCTION ⅝" TYPE "X" GYP. BD. O/ 400S162-43 STUDS AT 16"OC MAX. WITH ACOUSTIC BATT INSULATION. EXTEND INSULATION 12" MIN. EACH SIDE OF WALL ON TOP OF CEILING SYSTEM. PROVIDE A LEVEL 4 FINISH AND PAINT. SEE (C1 / A3.0)
- (E) DOOR FRAME AND HARDWARE TO BE REMAIN.
- (N) DOOR FRAME AND HARDWARE
- (E) COLUMN TO REMAIN
- (N) FIRE EXTINGUISHER AND CABINET CABINET SEE (A1 / G0.1) (B1 / A2.0)

DRAWING TITLE

NEW PLANS

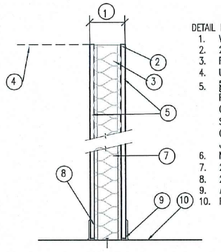
ISSUE DATE 12/03/2018

DRAWN BY CEK

CHECKED BY EP/CA

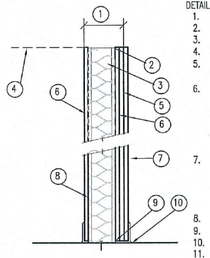
DRAWING NO.

A2.0



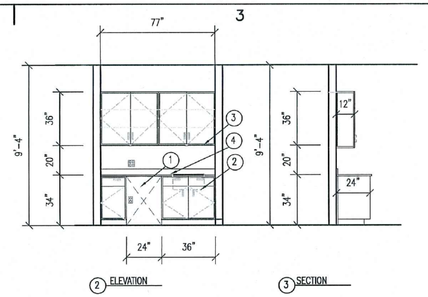
DETAIL KEY NOTES:
1. WALL AS SCHEDULED
2. 20 GA TOP TRACK –
3. R–13 ACOUSTICAL INSULATION
4. UNDERSIDE OF ROOF/CEILING
5. $\frac{5}{8}$" TYPE X GWB, BOTH SIDES APPLIED PARALLEL OR AT RIGHT ANGLES TO EACH SIDE OF STEEL STUDS WITH 1" TYPE S DRYWALL SCREWS 8" O.C. AT VERTICAL JOINTS AND 12" O.C. AT FLOOR AND CEILING RUNNERS. JOINTS STAGGERED 24: ON OPPOSITE SIDES.
6. NOT USED
7. 20ga STUDS AT 16"cc MAX
8. 20ga BASE TRACK
9. ACOUSTIC SEALANT, BOTH SIDES
10. FLOOR LINE

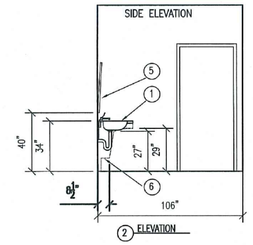
D1 TYPICAL NON RATED PARTITION
NTS

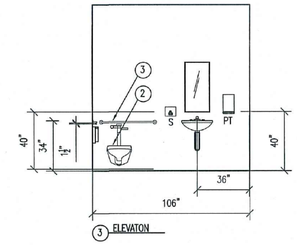


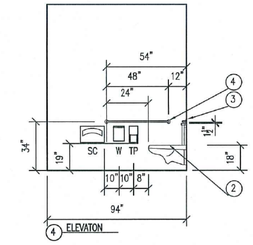
DETAIL KEY NOTES:
1. WALL AS SCHEDULED
2. (E) TOP TRACK –
3. NEW R–13 ACOUSTICAL INSULATION
4. UNDERSIDE OF ROOF/CEILING
5. RESILIENT CHANNELS AT 16" OC. ATTACHED AT RIGHT ANGLES TO MTL STUDS
6. (E) $\frac{5}{8}$" TYPE X GWB, BOTH SIDES APPLIED PARALLEL OR AT RIGHT ANGLES TO EACH SIDE OF STEEL STUDS WITH 1" TYPE S DRYWALL SCREWS 8" O.C. AT VERTICAL JOINTS AND 12" O.C. AT FLOOR AND CEILING RUNNERS. JOINTS STAGGERED 24: ON OPPOSITE SIDES.
7. (N) $\frac{5}{8}$" TYPE X GWB, ONE SIDE APPLIED AT RIGHT ANGLES TO RESILIENT CHANNELS WITH 1" TYPE S DRYWALL SCREWS 12" O.C. AT TOP AND BOTTOM AND 16" O.C. FOR FELD. JOINTS STAGGERED 24: ON OPPOSITE SIDES.
8. (E) STUDS AT 16" O.C.
9. (E) BASE TRACK
10. ACOUSTIC SEALANT, BOTH SIDES
11. FLOOR LINE

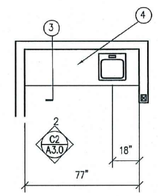
C1 RESILIENT CHANNELS
NTS





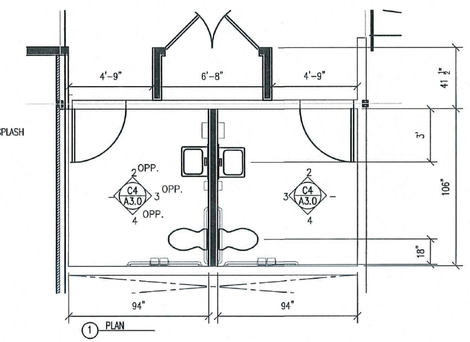






DETAIL KEY NOTES:
1. REFRIGERATOR N.I.C.
2. SINK CABINET WITH REMOVEABLE TOE KICK, PLASTIC LAMINATE
3. UPPER CABINETS, PLASTIC LAMINATE
4. SOLID SURFACE COUNTERTOP WITH SQUARE EDGE AND 4" BACKSPLASH

C2 ENLARGED BREAK ROOM & ELEVATON
1/4" = 1' – 0"



DETAIL KEY NOTES:
1. ACCESSIBLE SINK WITH PIPE WRAP
2. ACCESSIBLE TOILET
3. 36" GRAB BAR
4. 48" GRAB BAR
5. 24" x 30" FRAMED MIRROR
6. REQUIRED KNEE SPACE

ACCESSORIES PROVIDED BY UNIVERSITY, INSTALLED BY CONTRACTOR SHALL INCLUDE

SC SEAT COVER DISPENSER
W WASTE RECEPTACLE
TP TOILET PAPER DISPENSER
PT PAPER TOWEL DISPENSER
S SOAP DISPENSER

C4 ENLARGED TOILET ROOMS & ELEVATONS
1/4" = 1' – 0"

DOOR& HARDWARE SCHEDULE

DOOR	TYPE	WDTH	HT	THK	MAT'L	RATING	FRAME	HDWR GRP	NOTES
100	A	96"	108"	–	MTL	NR	HM	1	SLIDING WIRE MESH SECURTIY GATE
101	C	36"	84"	1.75"	SCW	NR	HM	2	INTERIOR OFFICE / ROOM
102	A	96"	108"	–	MTL	NR	HM	1	SLIDING WIRE MESH SECURTIY GATE
103	–	36"	84"	1.75"	MTL	NR	HM	–	EXISTING EXTERIOR STOREFRONT DOOR
104	C	36"	84"	1.75"	SCW	NR	HM	2	INTERIOR OFFICE / ROOM
106	D	36"	84"	1.75"	SCW	NR	HM	2	INTERIOR OFFICE / ROOM
107	–	36"	84"	1.75"	MTL	NR	HM	–	EXISTING EXTERIOR DOOR
110	B	96"	108"	–	MTL	NR	HM	1	EXTERIOR INSULATED ROLL UP DOOR
112	E	PR 30"	84"	1.75"	SCW	NR	HM	3	DBL EQUIPMENT ROOM
113	C	36"	84"	1.75"	SCW	NR	HM	4	INTERIOR OFFICE / ROOM
114	C	36"	84"	1.75"	SCW	NR	HM	4	INTERIOR OFFICE / ROOM

DOOR NOTES & SPECIFICATIONS:

1. VERIFY HINGE SIZE AND LOCK BACKSET WITH (E) DOORS, CONTRACTOR TO FIELD VERIFY
2. HARDWARE MOUNTING HEIGHTS SHALL MATCH THAT OF EXISTING DOORS WITH IN THE PROJECT AREA AND OPERABLE HARDWARE SHALL BE 34" MIN. – 44" MAX. A.F.F. CONTRACTOR TO FIELD VERIFY.
3. STAIN AND SEAL WOOD DOOR TO MATCH EXISTING DOOR.
4. PROVIDE TEMPERED DOOR LITE
5. MAXIMUM FORCE REQUIRED TO PUSH OR PULL OPEN AN INTERIOR OR EXTERIOR DOOR MUST NOT EXCEED 5 POUNDS.
6. THE SURFACE OF THE DOOR ON THE PUSH SIDE OF THE DOOR, SHALL BE SMOOTH FOR THE ENTIRE WIDTH OF THE DOOR AND EXTEND A MINIMUM OF 10 INCHES FROM FINISH FLOOR. ANY HORIZONTAL OR VERTICAL JOINTS IN THIS AREA SHALL BE WITH IN $\frac{1}{16}$" OF THE SAME PLANE AND FREE FROM SHARP OR ABRASIVE EDGES.
7. PROVIDE LEVER TYPE HANDLES
8. DOOR CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO A POSITION OF 12 DEGREES FROM THE LATCH IS 5 SECONDS MINIMUM.
9. DOOR AND GATE SPRING HINGES SHALL BE ADJUSTED SO THAT FROM THE OPEN POSITION OF 70 DEGREES, THE DOOR OR GATE SHALL MOVE TO THE CLOSED POSITION IN 1.5 SECONDS MINIMUM.
10. REINFORCE DOORS FOR HARDWARE PER ANSI/SDI A250.6 EXCEPT FOR THE FOLLOWING CHANGES:
    - HINGES: STEEL PLATE $\frac{3}{8}$" X $1\frac{1}{2}$" X 6" LONGER THAN HINGE, SECURED BY NOT LESS THAN 6 SPOT WELDS
    - SURFACE–APPLIED CLOSERS: 12 GAUGE STEEL SHEET; SECURED WITH NOT LESS THAN 6 SPOT WELDS
    - LOCKSETS AND BOLTS: 14 GAUGE SHEET STEEL; SECURED BY NOT LESS THAN 6 SPOT WELDS
    - SURFACE–APPLIED EXIT DEVICES: 14 GAUGE STEEL SHEET SECURED BY NOT LESS THAN 6 SPOT WELDS
    - HOLLOW METAL DOORS SHALL HAVE SEAMLESS EDGES.
11. FRAMES FOR ALL EXTERIOR OPENINGS AND INTERIOR OPENINGS 4 FEET WIDE OR WIDER SHALL BE 14 GAUGE STEEL. FRAMES FOR INTERIOR OPENINGS, EXCEPT AS NOTED ABOVE, SHALL BE 16 GAUGE STEEL. ALL EXTERIOR FRAMES SHALL BE GALVANIZED. ALL HOLLOW METAL FRAMES MUST BE FULLY AND CONTINUOUSLY (THROAT AND FACE) WELDED.

HARDWARE GROUP 1

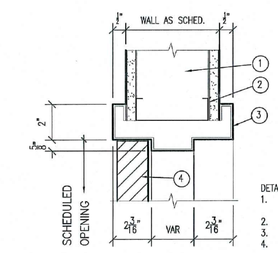
SLIDING GATE HARDWARE BY DOOR MANUFACTURER
PROVIDE SLIDING GATE AND GATE HARWARE SPECIFICATIONS FOR BMS REVIEW AND APPROVAL.

ALL REVERSING/SAFETY DEVICES MUST BE HARD–WIRED. IF A 3 BUTTONCONTROL STATION WILL BE INSTALLED USE NEMA 4 ENCLOSURE, SURFACE MOUNTED. CONTRACTOR TO ENSURE DOOR DOOR OPERATOR CONTROLS AND THE SPRING ADJUSTMNET ARE EASILY ACCESSBILE FOR FACILITIES TO SERVICE AND MAINTAIN.

HARDWARE GROUP 2
1.5 PAIR HINGES
SCHLAGE ND–SERIES CYLINDRICAL LOCKSET, MATCH (E) LEVER DESIGN RHO
03B x 626 TRIM/FINISH
LCN 4011 CLOSER
IVES FS436 FLOOR STOP

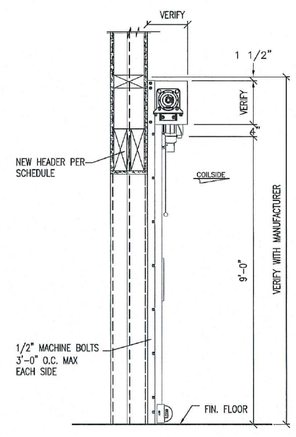
HARDWARE GROUP 3
2 PAIR HINGES
SCHLAGE ND–SERIES CYLINDRICAL LOCKSET, MATCH (E) LEVER DESIGN RHO
03B x 626 TRIM/FINISH
LCN 4011 CLOSER
INSTALL MANUAL FLUSH BOLTS ON INACTIVE DOOR LEAF
IVES FS436 FLOOR STOP

HARDWARE GROUP 4
1.5 PAIR HINGES
SCHLAGE L9496I X 06A X L583–363 X L283–414
MORTISE LOCKSET, PRIVACY FUNCTION WITH INDICATORS

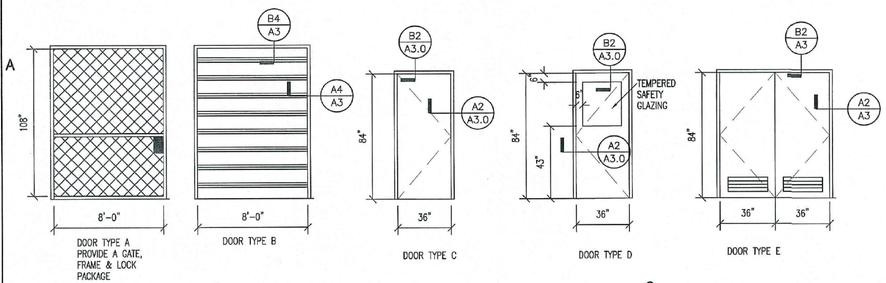


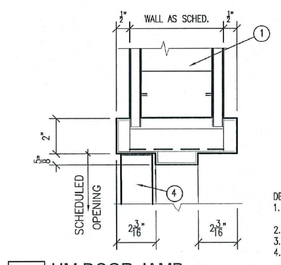
DETAIL KEY NOTES:
1. GYPSUM BOARD WALL ASSEMBLY SEE PLAN & LEGEND FOR MORE INFORMATION
2. HM FRAME
3. HEADER – STUD RUNNER.
4. DOOR AS SCHEDULED

B2 HM DOOR HEAD
3" = 1' – 0"



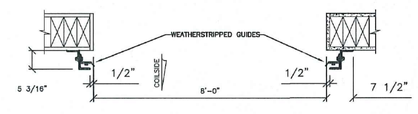
B4 COILING DOOR SECTION
–





DETAIL KEY NOTES:
1. GYPSUM WALL BOARD WALL ASSEMBLY SEE PLAN & LEGEND FOR MORE INFORMATION
2. FRAME CLIPS
3. HM. FRAME
4. DOOR AS SCHED.

A2 HM DOOR JAMB
3" = 1' – 0"

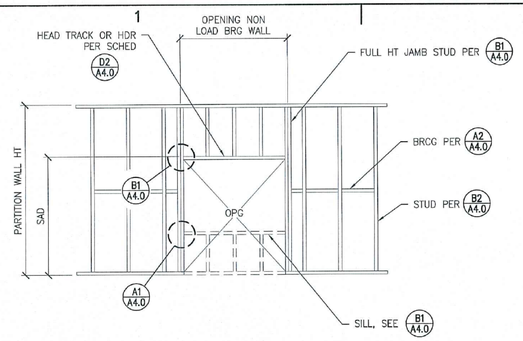


A4 COILING DOOR SECTION
–

DRAWING TITLE DETAILS

ISSUE DATE 12/03/2018
DRAWN BY CEK
CHECKED BY EP/CA

DRAWING NO. A3.0



D1 INTERIOR PARTITION OPENING FRAMING ELEVATION

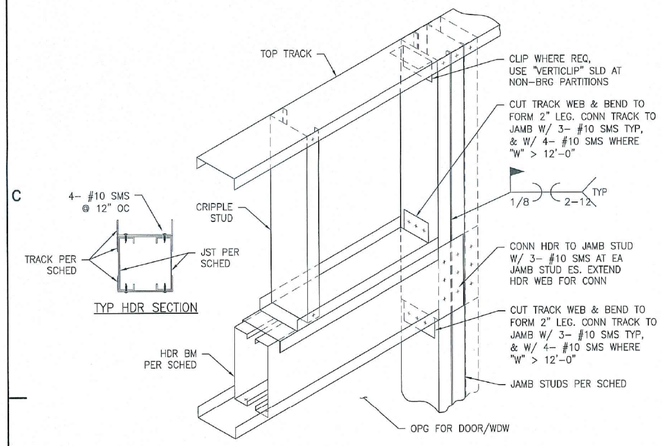
NO SCALE

INTERIOR METAL STUD WALL OPENING SCHEDULE						
OPG WIDTH	HDR	HDR DTL	SILL	SILL DTL	NO. OF JAMB STUDS	MIN WALL STUD DEPTH
4'-0" MAX	1- T150 ONLY	A1/A3 SIM	1- T150	A1/A3	2	3⅝"
6'-0" MAX	2- 362S162-33 3- T150	B1/A3	1- T150 1- S162	A1/A3	2	3⅝"
8'-0" MAX	2- 362S162-33 3- T150	B1/A3	2- T150 1- S162	A1A/A3	2	3⅝"

NOTES:
1. FOR STUD/TRACK DEPTH & GA, SAD. (18 GA MIN TRACK AT HDR/SILL FRMG)
2. JAMB STUDS SHALL BE SAME SIZE & GA AS WALL STUDS.

D2 INTERIOR METAL STUD WALL OPENING SCHEDULE

NO SCALE

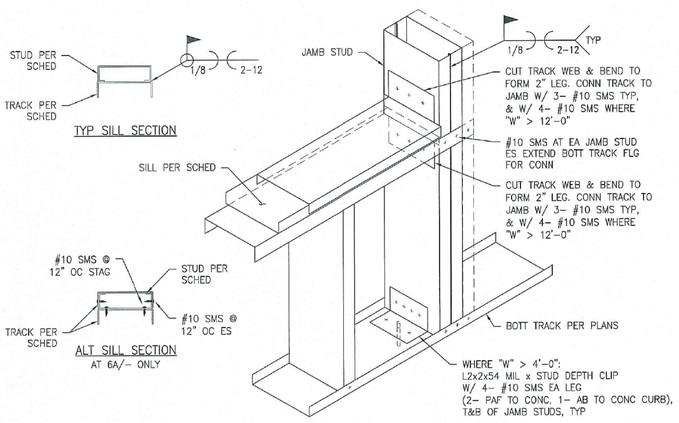


B1 TYPICAL HEADER DETAIL

NO SCALE

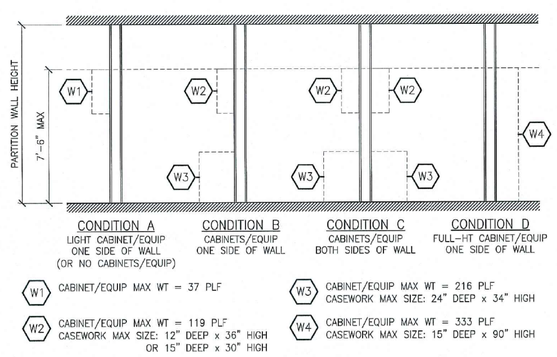
INTERIOR PARTITION WALL STUD SCHEDULE (TYP UNO)					
MAX WALL HEIGHT	STUD WALL DEPTH PER ARCH DWGS	CONDITION A (TYPICAL)	CONDITION B	CONDITION C	CONDITION D
		-MILS @ SPACING IN INCHES			
9'-6"	3⅝ (362S137)	-33 @ 16	-33 @ 12 -43 @ 16	-33 @ 8 -54 @ 16	-33 @ 8 -54 @ 16
	6 (600S137)	-33 @ 16	-33 @ 16	-33 @ 8 -43 @ 16	-33 @ 8 -43 @ 16
15'-6"	3⅝ (362S162)	-43 @ 16	-43 @ 12 -54 @ 16	-43 @ 8 -68 @ 16	-43 @ 8 -68 @ 16
	6 (600S162)	-33 @ 16	-33 @ 12 -43 @ 16	-33 @ 8 -54 @ 16	-33 @ 8 -54 @ 16

NOTES:
1. PARTITION WALL CONDITIONS NOTED IN SCHED ABV ARE REPRESENTED BY THE FOLLOWING DIAGRAMS. SEE DTL D1/A3 FOR TYP PARTITION WALL FRMG. FOR CONDITIONS B, C AND D, THE FOLLOWING ANCHORAGE IS REQ:
   A. DECREASE SPACING OF TYP TOP TRACK ANCHORAGE FOR FULL HT PARTITIONS & BRCG SPACING FOR PARTIAL HT PARTITIONS BY 50%. (I.E. PROVIDE TWICE THE QUANTITY OF ANCHORS & BRACES AT TOP OF WALLS).
2. STUDS SHOWN IN TABLE ABV CAN BE REPLACED BY STUDS WITH EQ OR HIGHER SECTION PROPERTIES PROVIDED MATERIALS ARE OF EQ OR HIGHER STRENGTH.
3. STUDS INDICATED TO BE SPACED AT 8" OC MAY BE INSTALLED AS DBL STUDS AT 16" OC.
4. PARTITION WALLS TO HAVE LATERAL STUD BRCG @ 48" OC FOR FULL HT OF WALL. LATERAL STUD BRCG MAY BE OMITTED WHERE FULL-HEIGHT SHTHG IS INSTALLED ON BOTH SIDES OF WALL. SEE A2 A3



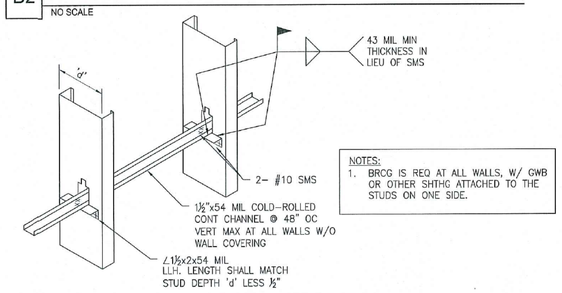
A1 TYPICAL SILL DETAIL

NO SCALE



B2 PARTITION FRAMING SCHEDULE

NO SCALE



NOTES:
1. BRCG IS REQ AT ALL WALLS, W/ GWB OR OTHER SHTHG ATTACHED TO THE STUDS ON ONE SIDE.

A2 WALL & CEILING JOIST BRACING DETAIL

NO SCALE

[redacted]

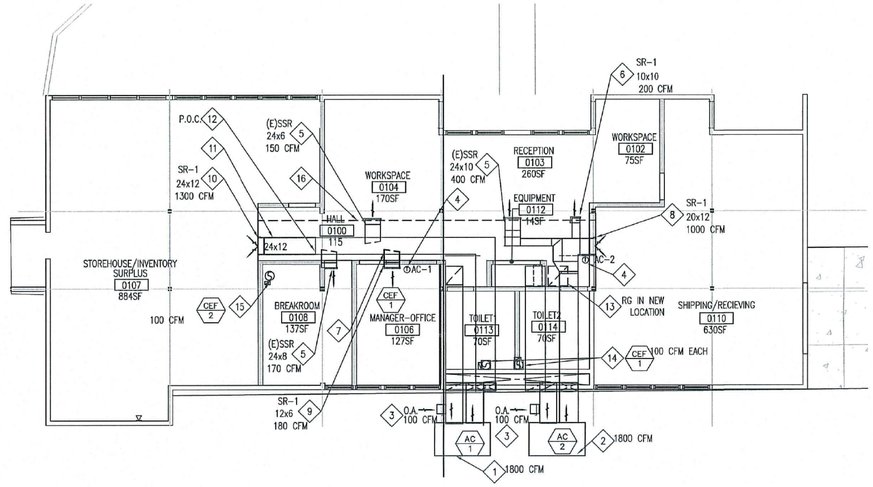
DRAWING TITLE	FRAMING DETAILS
ISSUE DATE 12/03/2018	DRAWING NO. A4.0
DRAWN BY CEK	
CHECKED BY EP/CA	

AG FIELD STATION OFFICE REFRESH
PROJECT NO: 2506660

REV: 12-13-18

MECHANICAL GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH ALL THE APPLICABLE REQUIREMENTS OF THE CALIFORNIA BUILDING CODES, TITLE 24, CITY CODES AND ORDINANCES, UCD FIRE DEPARTMENT, AND LOCAL AUTHORITIES HAVING JURISDICTION.
2. DUCTWORK CONSTRUCTION AND INSTALLATION SHALL COMPLY WITH SMACNA DUCT CONSTRUCTION AND ASHRAE STANDARDS.
3. REFER TO CONTRACT SPECIFICATIONS FOR THE COMPLETE LIST OF AGENCIES AND DOCUMENTS NECESSARY FOR CODE COMPLIANCE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL INSTALLATIONS WITH ALL OTHER TRADES TO VERIFY BUILDING MATERIALS, ROOM FINISHES, DIMENSIONS, EQUIPMENT SUPPORTS, CONSTRUCTION SCHEDULE, WORK SEQUENCE, AND WORK SCOPE.
5. THE CONTRACTOR SHALL COORDINATE WITH THE UNIVERSITY'S REPRESENTATIVE AN APPROVED STAGING AREA FOR ALL CONTRUCTION MATERIALS AND EQUIPMENT TO BE DELIVERED TO THE JOB SITE.
6. THE CONTRACTOR SHALL PROVIDE APPROVED BARRICADES AND SIGNS TO MAINTAIN A SAFE WORKING ENVIRONMENT. MATERIALS AND EQUIPMENT STORED OUTSIDE AND EXPOSED TO WEATHER SHALL BE PROVIDED WITH WEATHERPROOF COVER TO PREVENT DAMAGE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL SUPPORTS AND SEISMIC RESTRAINTS NECESSARY TO COMPLY WITH THE SEISMIC ZONE PER BUILDING CODE.
8. WHERE PENETRATION THRU FIRE RATED WALL, FLOOR AND CEILING IS REQUIRED, MAINTAIN THE FIRE RATING INTEGRITY OF THE STRUCTURE. PROVIDE FIRE DAMPER AND APPROVED FIRE STOP MATERIALS AS NECESSARY FOR CODE COMPLIANCE.
9. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ANY CHANGES TO THE CONTRACT DRAWINGS SHOWING ALL THE ACTUAL CHANGES MADE DURING CONSTRUCTION. SHOW ALL ACTUAL POINTS OF CONNECTION, SIZES, ROUTING, AND DEPTH OF ALL UNDERGROUND WORK WHERE APPLICABLE.
10. THE CONTRACTOR SHALL PROVIDE A SET OF FULL SIZE PRINT OF AS-BUILT DRAWINGS AND SUBMIT TO THE UNIVERSITY'S REPRESENTATIVE AS PART OF THE CONTRACT DOCUMENT.
11. THE CONTRACTOR SHALL NOTIFY THE UNIVERSITY'S REPRESENTATIVE FOR ANY HAZARDOUS CONDITIONS AND MATERIALS ENCOUNTERED DURING CONSTRUCTION.
12. BEFORE COMMENCING WORK, CAREFULLY SURVEY THE SITE AND VERIFY THE EXACT LOCATION OF ALL THE EQUIPMENT, DEVICES, AND ASSOCIATED MATERIALS TO BE INSTALLED. REPORT UNFORSEEN CONDITIONS AND DISCREPANCIES TO THE UNIVERSITY'S REPRESENTATIVE.
13. BEFORE THE INSTALLATION CAN START, THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR ALL DISCIPLINES SHOWING EXACTLY HOW ALL THE EQUIPMENT, DEVICES, DUCTWORK, PIPING, ETC. WILL BE INSTALLED. SHOP DRAWINGS SHALL BE SUBMITTED TO THE UNIVERSITY'S REPRESENTATIVE FOR REVIEW AND APPROVAL.
14. VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, AND LOCATE ALL POINTS OF CONNECTION AND DISCONNECTION. NOTIFY THE UNIVERSITY'S REPRESENTATIVE FOR ANY DISCREPANCIES.
15. PROVIDE THE REQUIRED SPACE CLEARANCES NECESSARY FOR SERVICE AND MAINTENANCE FOR EACH PIECE OF EQUIPMENT AS PER MANUFACTURER'S GUIDELINES.
16. PROVIDE ADEQUATE SUPPORT FOR EACH PIECE OF EQUIPMENT AND ASSOCIATED DUCTWORK AND PIPING TO ENSURE SAFETY AND TO COMPLY WITH APPLICABLE CODE REQUIREMENTS.
17. SUBMIT TESTING, ADJUSTING, AND BALANCING (TAB) REPORTS FOR ALL AIR AND HYDRONIC SYSTEMS. WORK SHALL BE PERFORMED BY CERTIFIED AND APPROVED TAB AGENCY. SUBMIT TAB REPORTS TO THE UNIVERSITY'S REPRESENTATIVE.
18. PROVIDE APPROVED PIPING IDENTIFICATION WITH FLOW ARROW FOR EVERY 12' OF STRAIGHT RUN AND CHANGE IN DIRECTION.
19. PROVIDE APPROVED DUCTWORK IDENTIFICATION WITH FLOW ARROW FOR EVERY 12' OF STRAIGHT RUN AND CHANGE IN DIRECTION.
20. PROVIDE SUPPLY DUCTWORK WITH MIN. R-6 INSULATION WITH VAPOR BARRIER PER TITLE 24.
21. PROVIDE HEATING HOT WATER SUPPLY AND RETURN PIPING WITH MIN. 1 ½" INSULATION WITH VAPOR BARRIER PER TITLE 24. REPAIR OR REPLACE BROKEN INSULATION ON EXISTING PIPING SERVING THE CONTRACT WORK AREA.
22. NOT USED.
23. PROVIDE BALANCING DAMPER WITH LOCKING QUADRANT AND RAISED STANDOFF BRACKET TO SUIT INSULATION THICKNESS. PROVIDE BALANCING DAMPER WHERE REQUIRED FOR BALANCING ALL AIR DISTRIBUTION SYSTEMS SERVING THE CONTRACT WORK AREA.
24. PERFORM COMMISSIONING OF HVAC SYSTEMS.



C2 MECHANICAL PLAN - NEW
1/8" = 1' - 0"

AG FIELD STATION OFFICE REFRESH
REV: 12-14-18
PROJECT NO: 2506660

SHEET NOTES - NEW PLAN

1. EXISTING OUTDOOR PACKAGE AC UNIT TO REMAIN. REFER TO DEMO PLAN SHEET NOTES FOR EQUIPMENT DATA. RE-BALANCE AIR QUANTITY AS PER PLAN.
2. SAME AS SHEET NOTE #1.
3. EXISTING OPEN END OUTDOOR AIR INTAKE. RE-BALANCE AIR QUANTITY AS PER PLAN.
4. RE-INSTALL EXISTING THERMOSTAT IN NEW LOCATION. PROVIDE ½" CONDUIT AND JUNCTION BOX.
5. EXISTING SIDEWALL SUPPLY REGISTER. RE-BALANCE AIR QUANTITY AS PER PLAN AND FINISH TO MATCH WALL.
6. PROVIDE 10"X10" SUPPLY REGISTER AND FINISH TO MATCH WALL. REMOVE TURNING VANES AT EXISTING DUCT.
7. CONNECT BRANCH DUCT FROM THE MAIN SUPPLY DUCT INSIDE THE BULKHEAD WITH INSULATION.
8. PROVIDE 20"X12" SUPPLY REGISTER AND FINISH TO MATCH WALL. REFER TO SCHEDULE.
9. PROVIDE 12"X6" SUPPLY REGISTER AND FINISH TO MATCH WALL. REFER TO SCHEDULE.
10. PROVIDE 24"X12" SUPPLY REGISTER AND FINISH TO MATCH WALL. REFER TO SCHEDULE.
11. CONNECT DUCT FROM EXISTING SUPPLY MAIN INSIDE THE BULKHEAD WITH INSULATION.
12. POINT OF CONNECTION (POC). VERIFY EXACT LOCATION ON SITE.
13. RELOCATE RETURN GRILLE. OUTSIDE OF EQUIPMENT ROOM.
14. EXISTING CEILING EXHAUST FAN, CEF-1 WITH EXHAUST GRILLE FOR TOILET EXHAUST. REFER TO DEMO SHEET NOTE.
15. EXISTING CEILING EXHAUST FAN, CEF-2 WITH EXHAUST GRILLE FOR BREAKROOM EXHAUST. REFER TO DEMO SHEET NOTE.
16. EXISTING BULK HEAD AT CORRIDOR. COORDINATE WITH ARCHITECT.

Project Name: Ag Field Station Office Refresh
Project No: 2506660

Rev: 03/05/2019

TABLE 1 - ROOM AIR DISTRIBUTION

Room No.	Zone	Area	Rm Air Allocation	Design Supply	Design Return	Design OA	Design Exhaust	Transfer Air	Mechanical Ventilation Per T-24, Part 6: Area Basis: Area (Sq. Ft.)	Area Basis: Min CFM per Area	Area Basis: Min CFM by Area	Occupancy Basis: No. of People	Occupancy Basis: CFM per Person	Occupancy Basis: Min CFM by Occupant
		Sq. Ft.	CFM/Sq Ft	CFM	CFM	CFM	CFM	CFM		Per Table 120.1-A			Per 120.1 (b)/2/B	
Zone 1 (Existing Outdoor Package AC-1)														
Storehouse 0107	N/S/W	884.0	1.5	1300	1200									
Manager 0106	S	127.0	1.4	180	130									
Breakroom 0108	S	137.0	1.3	170	170		100							
Workspace 0104	N	70.0	1.4	150	100									
		1,218.0		1800	1600	200			1,218.0	0.15	183	5	15	75
Zone 2 (Existing Outdoor Package AC-2)														
Storehouse 0110	N/E/S	630.0	1.6	1000	925									
Workspace 0102	N	75.0	1.4	200	125									
Reception 0103, Equipment 0112	N	273.0	1.4	400	375									
Workspace 0104	N	100.0	1.4	200	175									
Men's 0113	S	70.0	0.0				100	100						
Women's 0114	S	70.0	0.0				100	100						
		1,218.0		1800	1600	200			1,218.0	0.15	183	5	15	75

NOTES:

1. FIELD VERIFY EXISTING DUCTWORK AND ALL POINTS OF CONNECTION AND DISCONNECTION.
2. SUBMIT BALANCING REPORTS TO CONFIRM THE DESIGN AIR FLOW VALUES.
3. SEAL AND INSULATE ALL DUCTWORK TO COMPLY WITH TITLE 24, PART 6 REQUIREMENTS.

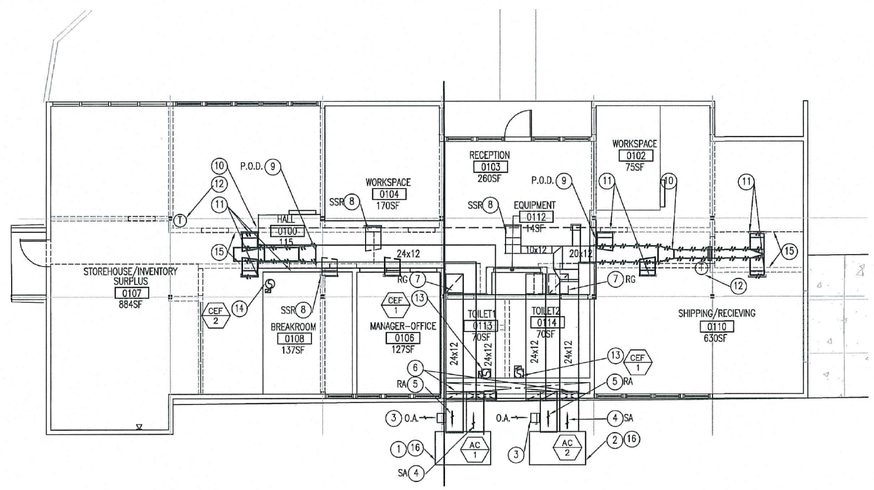
Project Name: Ag Field Station Office Refresh
Project No: 2506660

REV: 12/14/2018

REGISTER AND GRILLE SCHEDULE

TAG ID	MAKE / MODEL	DESCRIPTION	REMARKS
SR-1 SUPPLY	TITUS 350 RS	SUPPLY REGISTER WITH VERTICAL FRONT BLADES AND HORIZONTAL REAR BLADES. FRONT AND REAR BLADES ARE INDIVIDUALLY ADJUSTABLE WITH 3/4" SPACING COMPLETE WITH OPPOSED BLADE DAMPER (OBD). THE OBD HAS SCREW DRIVER ADJUSTMENT THROUGH THE FACE. MATERIAL IS STEEL WITH STANDARD FINISH. REFER TO FLOOR PLAN FOR SIZES AND FINAL FINISH.	SEE NOTES BELOW

NOTES:
1. PROVIDE PRODUCTS AND MATERIALS EQUAL TO THE BASIS OF DESIGN.



A2 MECHANICAL PLAN - DEMOLITION
1/8" = 1' - 0"

AG FIELD STATION OFFICE REFRESH
REV: 12-13-18
PROJECT NO: 2506660

SHEET NOTES - DEMO PLAN

1. EXISTING OUTDOOR PACKAGE AC UNIT TO REMAIN. UNIT HAS DX COOLING WITH GAS HEATING. FIELD VERIFY EXISTING INSTALLATION AND REFER TO AS-BUILT DRAWINGS FOR EQUIPMENT DATA. THE UNIT IS RATED AS FOLLOWS:
   CAPACITY: COOLING 40 MBH AND HEATING 120/90 MBH
   SUPPLY AIR: 1875 CFM AT 0.5" SP
   POWER: 208V/3/60
   REPLACE DIRTY AIR FILTER, CLEAN THE COMPONENTS INSIDE THE UNIT HOUSING AND DUCTWORK, REPAIR BROKEN PARTS, FLEXIBLE DUCT CONNECTOR AND INSULATION, SEAL ALL JOINTS AND TEST FOR DUCTWORK LEAKAGE.
2. REFER TO SHEET NOTE #1.
3. EXISTING OPEN END OUTDOOR AIR INTAKE WITH VOLUME DAMPER. REPAIR BROKEN DAMPER.
4. MAIN SUPPLY DUCT. CLEAN, SEAL ALL JOINTS, AND REPAIR BROKEN INSULATION.
5. MAIN RETURN DUCT. CLEAN, SEAL ALL JOINTS, AND REPAIR BROKEN INSULATION.
6. SUPPLY AND RETURN DUCTWORK THRU WALL AND UP TO CEILING SPACE. SEAL ALL JOINTS AND WALL PENETRATION.
7. RETURN GRILLE IN CEILING TO REMAIN. CLEAN GRILLES AND RETURN DUCTWORK.
8. SIDEWALL SUPPLY REGISTER TO REMAIN. CLEAN BLADES AND REPAIR OR REPLACE BROKEN DAMPER.
9. POINT OF DISCONNECT (POD). THE OPEN END DUCT SHALL TERMINATE AT THE FINISH SURFACE OF THE REMODELLED CEILING BULKHEAD. COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLAN.
10. REMOVE EXISTING DUCTWORK AND ASSOCIATED SUPPORTS DOWNSTREAM OF POD. CLEAN THE REMAINING DUCTWORK AND REGISTERS.
11. REMOVE EXISTING SUPPLY REGISTERS.
12. REMOVE EXISTING WALL MOUNTED THERMOSTAT AND SAVE FOR RELOCATION.
13. EXISTING CEILING MOUNTED EXHAUST FANS SERVING THE TOILET ROOMS TO REMAIN. COORDINATE WITH ARCHITECTURAL PLAN TO ENSURE EXHAUST GRILLES ARE PROPERLY LOCATED WITHIN THE TOILET ROOMS WITH CLEARANCES AWAY FROM THE WALLS. COORDINATE WITH ELECTRICAL TO ENSURE WIRING AND FAN SWITCH ARE PROPERLY INSTALLED AND OPERATIONAL.
14. EXISTING CEILING MOUNTED EXHAUST FAN SERVING THE BREAKROOM TO REMAIN. COORDINATE WITH ARCHITECTURAL PLAN TO ENSURE THE EXHAUST GRILLE IS PROPERLY LOCATED WITHIN THE ROOM WITH CLEARANCES AWAY FROM THE WALLS. COORDINATE WITH ELECTRICAL TO ENSURE WIRING AND FAN SWITCH ARE PROPERLY INSTALLED AND OPERATIONAL.
15. OUTLINE OF EXISTING CEILING BULKHEAD.
16. BEFORE COMMENCING WORK, OBTAIN COPIES OF REFERENCE AS-BUILT MECHANICAL DRAWINGS (1972 & 1993 HVAC PLANS) FROM THE UNIVERSITY'S REPRESENTATIVE AND SITE VERIFY THE CONDITIONS OF EXISTING AC UNIT, DUCT SIZES, AND ASSOCIATED CONTROL. NOTIFY THE UNIVERSITY'S REPRESENTATIVE OF ANY DISCREPANCY AFFECTING THE CONTRACT WORK SCOPE.

DRAWING TITLE
MECHANICAL PLANS

ISSUE DATE 03/05/2018
DRAWN BY CEK
CHECKED BY EP
DRAWING NO. M1.0

UNIVERSITY OF CALIFORNIA DAVIS - AGRICULTURAL FIELD STATION OFFICE REFRESH

PROJECT # 2506660

ORCHARD PARK DR
DAVIS, CA

GENERAL NOTES

THE CONTRACTOR SHALL VISIT JOB SITE AND VERIFY CONDITIONS BEFORE BIDDING.

THE FACILITY SHALL REMAIN IN OPERATION DURING ALL PHASES OF WORK. WHERE SYSTEM SHUTDOWNS AND POWER OUTAGES ARE UNAVOIDABLE, SUCH WORK SHALL BE SCHEDULED WITH THE UNIVERSITY AND SHALL OCCUR AT SUCH TIMES AS TO CAUSE THE LEAST DISRUPTION OF NORMAL FACILITY FUNCTIONS. INCLUDE ALL PREMIUM LABOR IN BID PROPOSAL TO COVER WORK REQUIRED TO BE PERFORMED BEFORE OR AFTER "NORMAL" WORKING HOURS.

COORDINATE SEQUENCE OF WORK WITH UNIVERSITY. MAKE ALL NECESSARY CONNECTIONS AS REQUIRED TO MAINTAIN POWER DURING THE STAGES OF WORK.

EXISTING DEVICES SHOWN WERE TAKEN FROM EXISTING DRAWINGS (NOT "AS BUILT" DRAWINGS) AND LIMITED SITE SURVEYS AND MAY NOT BE EXACTLY AS SHOWN. CONTRACTOR SHALL VISIT JOB SITE AND VERIFY CONDITIONS PRIOR TO BIDDING.

REFER TO THOSE DRAWINGS SHOWING OTHER WORK, AND COORDINATE PLACEMENT OF WORK WITH THAT OF OTHER TRADES. REPORT ANY CONFLICT TO UNIVERSITY PRIOR TO INSTALLING WORK, ADJUST WORK AS DIRECTED BY UNIVERSITY.

EXISTING DEVICES SHOWN WITH INCOMPLETE, OR WITHOUT BRANCH CIRCUITRY WHERE INSTALLED AND/OR ALTERED BY OWNER. CONTRACTOR SHALL RELOCATE EXISTING BRANCH CIRCUITRY AND MAKE ALL NECESSARY RECONNECTIONS AS REQUIRED TO FACILITATE REMODEL. VERIFY ALL WORK REQUIRED ON THE JOB AND RECORD ON RECORD DRAWINGS.

CORE DRILL EXISTING WALLS AND FLOORS AS REQUIRED TO FACILITATE CONDUIT INSTALLATION. SEAL ALL PENETRATIONS WATER AND SMOKE TIGHT AND IN CONFORMANCE WITH CBC SECTION 714.1 AND C.E.C. 300.21. FIRE STOP MATERIAL SHALL BE A TESTED ASSEMBLY APPROVED BY THE OSHPD FIRE MARSHAL. NO REBAR SHALL BE CUT DURING CORE DRILL OPERATION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING NEW FIRE STOPPING OF ALL NEW OR EXISTING CONDUIT OR CABLE PENETRATIONS IN NEW OR EXISTING FIRE RATED WALLS WITHIN THE LIMITS OF WORK.

REMOVE AND REINSTALL EXISTING LIGHT FIXTURES AS REQUIRED TO FACILITATE INSTALLATION OF WORK OF OTHER TRADES UNDER THIS PROJECT. VERIFY ALL WORK REQUIRED ON THE JOB.

ALL EQUIPMENT INSTALLED OR CONNECTED BY THE CONTRACTOR SHALL BE LABELED OR CERTIFIED FOR ITS USE BY A NATIONALLY RECOGNIZED TESTING LABORATORY.

NO PIPING, DUCTS, EQUIPMENT FOREIGN TO THE ELECTRICAL EQUIPMENT OR ARCHITECTURAL APPURTENANCES SHALL BE IN THE DEDICATED SPACE FOR SWITCHBOARD(S), PANELBOARD(S), AND/OR MOTOR CONTROL CENTER(S) PER CEC 110.26(F).

UNLESS OTHERWISE INDICATED, ALL 20 AMP 120 OR 277 VOLT BRANCH CIRCUITS SHALL HAVE DEDICATED NEUTRALS. DO NOT SHARE NEUTRALS.

DEMOLITION NOTES

DEMOLITION DRAWINGS ARE BASED ON CASUAL FIELD OBSERVATION AND EXISTING RECORD DOCUMENTS. REPORT DISCREPANCIES TO ARCHITECT BEFORE DISTURBING EXISTING INSTALLATION.

DISCONNECT ELECTRICAL SYSTEMS IN WALLS, FLOORS AND CEILINGS SCHEDULED FOR REMOVAL.

PROVIDE TEMPORARY WIRING AND CONNECTIONS TO MAINTAIN EXISTING SYSTEMS IN SERVICE DURING CONSTRUCTION.

REMOVE, RELOCATE, AND EXTEND EXISTING INSTALLATIONS TO ACCOMMODATE NEW CONSTRUCTION.

REPAIR ADJACENT CONSTRUCTION AND FINISHES DAMAGED DURING DEMOLITION AND EXTENSION WORK. ANY FIRE RESISTANCE RATED CONSTRUCTION DAMAGED DURING THE SCOPE OF WORK SHALL BE REPAIRED TO MATCH THE EXISTING RATED CONDITION PER 2016 CFC SECTION 703.1.

REMOVE EXPOSED ABANDONED WIRE AND CABLE. PATCH SURFACES WHERE REMOVED CABLES PASS THROUGH BUILDING FINISHES.

DISCONNECT ABANDONED CIRCUITS, OUTLETS AND REMOVE CIRCUIT DEVICES, WIRE AND CABLE. REMOVE ABANDONED BOXES, OUTLETS IF RACEWAY, WIRE AND CABLE SERVICING THEM IS ABANDONED AND REMOVED. PROVIDE BLANK COVER FOR ABANDONED BOXES WHICH ARE NOT REMOVED.

ENSURE ACCESS TO EXISTING BOXES, WIRING CONNECTIONS AND OTHER INSTALLATIONS WHICH ARE TO REMAIN ACTIVE AND WHICH REQUIRE ACCESS. MODIFY INSTALLATION OR PROVIDE ACCESS PANEL AS APPROPRIATE.

1 PROJECT LOCATION

NO SCALE

SHEET INDEX

SHEET	DESCRIPTION
E000	COVER
E001	TITLE 24
E002	TITLE 24
E200	ENLARGED CEILING PLAN - DEMO LIGHTING
E201	ENLARGED CEILING PLAN - LIGHTING
E300	ENLARGED FLOOR PLAN - DEMO POWER AND SIGNAL
E301	ENLARGED FLOOR PLAN - POWER AND SIGNAL
E400	EGRESS PHOTOMETRICS
E500	PARTIAL ONE-LINE DIAGRAM, PANEL SCHEDULES, LUMINAIRE SCHEDULE
E600	DETAILS

STANDARD ELECTRICAL SYMBOLS

SYMBOL	DESCRIPTION
	SURFACE MOUNTED FLUORESCENT LUMINAIRE.
	SURFACE MOUNTED LUMINAIRE.
	WALL MOUNTED LUMINAIRE.
	RECESSED MOUNTED LUMINAIRE.
H	WALL MOUNTED LUMINAIRE.
B	LUMINAIRE TAG, LETTER INDICATES TYPE, SEE LUMINAIRE SCHEDULE.
S	SINGLE POLE TOGGLE SWITCH, MOUNTED +44" ABOVE FINISHED FLOOR TO CENTER OF BOX.
OH	AUTOMATIC "ON" SINGLE LEVEL, WALL MOUNTED +44" ABOVE FINISHED FLOOR TO CENTER OF BOX, DUAL TECHNOLOGY OCCUPANCY SENSOR. [SPEC]
OS	AUTOMATIC "ON", CEILING MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR. [SPEC]
	CONTROL AND/OR EQUIPMENT, N.I.E.S., INSTALL AND CONNECT AS REQUIRED.
	BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED.
	BRANCH CIRCUIT PANELBOARD, FLUSH MOUNTED.
	20 AMP 125V 3W DUPLEX CONVENIENCE RECEPTACLE, MOUNTED +18" ABOVE FINISHED FLOOR TO CENTER OF BOX.
	20 AMP 125V 3W DOUBLE DUPLEX CONVENIENCE RECEPTACLE, MOUNTED +18" ABOVE FINISHED FLOOR TO CENTER OF BOX.
	20 AMP 125V 3W DUPLEX CONVENIENCE RECEPTACLE, MOUNTED +18" ABOVE FINISHED FLOOR TO CENTER OF BOX WITH GROUND FAULT INTERRUPTER.
J	JUNCTION BOX, SIZE AND TYPE AS INDICATED OR REQUIRED.
	DATA OUTLET, 5" SQUARE RANDL TELECOM BOX SINGLE GANG DEVICE RING AND PLATE. MOUNTED +18" ABOVE FINISHED FLOOR TO CENTER OF BOX. STUB 1.25"C 6" INTO ACCESSIBLE CEILING SPACE WITH A 18" RADIUS BEND. TERMINATE WITH INSULATING BUSHING.
WAP	WIRELESS ACCESS POINT, SURFACE MOUNTED.
N.I.E.S.	NOT IN ELECTRICAL SECTION OF THESE PLANS AND SPEC'S.
(E)	EXISTING.
(N)	NEW.
(D)	DEMOLISH.
(R)	RELOCATE.
(ER)	EXISTING RELOCATED IN LOCATION SHOWN.
	NUMBERED NOTE.
	RACEWAY INSTALLED IN CEILING OR WALL. ROUTE EXPOSED IN ALL UNFINISHED AREAS.
	RACEWAY INSTALLED BELOW FINISHED FLOOR OR GRADE.
	EXISTING CONDUIT RUN TO BE ABANDONED. CONDUIT ABOVE THE FLOOR AND BELOW THE STRUCTURE ABOVE SHALL BE REMOVED.
	EXISTING CONDUIT RUN, VERIFY ROUTING ON THE JOB.
	ARROW AT END OF RACEWAY INDICATES HOME RUN TO RESPECTIVE PANELBOARD OR SWITCHBOARD.
	BRANCH CIRCUIT WITHOUT FURTHER DESIGNATION INDICATES A 2 #12 AWG CIRCUIT WITH 1 #12 AWG GROUND.
	STRAIGHT CROSS-LINES IN BRANCH CIRCUIT RACEWAY INDICATE NUMBER OF #12 AWG WIRES IN A CIRCUIT. SHORT LINES INDICATE UNGROUNDED CONDUCTORS. LONG LINES INDICATE NEUTRAL CONDUCTORS. WIRES SHOWN ARE IN ADDITION TO 1 #12 AWG GROUNDING CONDUCTOR.

DRAWING TITLE

COVER

ISSUE DATE 03/05/2018

DRAWN BY CEK

CHECKED BY EP

DRAWING NO.

E000

STATE OF CALIFORNIA
INDOOR LIGHTING
CEC-NRCC-LTI-01-E (Revised 04/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-01-E
Indoor Lighting	(Page 1 of 6)
Project Name: UC Davis – Ag Field Station – Tenant Improvement	Date Prepared: 02-12-2019

A. General Information

Climate Zone: 12	Conditioned Floor Area: 2030						
	Unconditioned Floor Area:						
Building Type:	☑	Nonresidential	☐	High-Rise Residential	☐	Hotel/Motel	
☐ Schools	☐	Relocatable Public Schools	☑	Conditioned Spaces	☐	Unconditioned Spaces	
Phase of Construction:	☐	New Construction	☐	Addition	☑	Alteration	
Method of Compliance:	☐	Complete Building	☑	Area Category	☐	Tailored	

Project Address: UC Davis Agricultural Field Station, Davis, CA – Located on Orchard Park Drive

B. Lighting Compliance Documents (select yes for each document included)

For detailed instructions on the use of this and all Energy Efficiency Standards compliance documents, refer to the Nonresidential Manual published by the California Energy Commission.

YES	NO	COMP. DOC.	TITLE
◉	○	NRCC-LTI-01-E	Certificate of Compliance. All Pages required on plans for all submittals.
◉	○	NRCC-LTI-02-E	Lighting Controls, Certificate of Compliance, and PAF Calculation. All Pages required on plans for all submittals.
◉	○	NRCC-LTI-03-E	Indoor Lighting Power Allowance
○	◉	NRCC-LTI-04-E	Tailored Method Worksheets
○	◉	NRCC-LTI-05-E	Line Voltage Track Lighting Worksheets
○	◉	NRCC-LTI-06-E	Indoor Lighting Existing Conditions

STATE OF CALIFORNIA
INDOOR LIGHTING
CEC-NRCC-LTI-01-E (Revised 04/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-01-E
Indoor Lighting	(Page 2 of 6)
Project Name: UC Davis – Ag Field Station – Tenant Improvement	Date Prepared: 02-12-2019

C. Summary of Allowed Lighting Power

Conditioned and Unconditioned space Lighting must not be combined for compliance

	Indoor Lighting Power for Conditioned Spaces		Watts	Indoor Lighting Power for Unconditioned Spaces		Watts
01	**Installed** Lighting NRCC-LTI-01-E, Table H, page 5	+	1072	**Installed** Lighting NRCC-LTI-01-E, Table H, page 5	+	
02	Portable Only for Offices NRCC-LTI-01-E, Table G, page 4	+				
03	Minus Lighting Control Credits NRCC-LTI-02-E, page 2	-		Minus Lighting Control Credits NRCC-LTI-02-E, page 2	-	
04	Adjusted **Installed** Lighting Power (row 1 plus row 2 minus row 3)	=	1072	Adjusted **Installed** Lighting Power (row 1 minus row 3)	=	0
	Complies ONLY if **Installed** ≤ **Allowed** (Box 04 < Box 05)			Complies ONLY if **Installed** ≤ **Allowed** (Box 04 < Box 05)		
05	**Allowed** Lighting Power Conditioned NRCC-LTI-03-E, page 1 Alterations with replacement luminaires that have at least 50/35% lower power compared to the original existing luminaires, may instead use the allowed wattage from NRCC-LTI-06, page 2		1667.1	**Allowed** Lighting Power Unconditioned NRCC-LTI-03-E, page 1 Alterations with replacement luminaires that have at least 50/35% lower power compared to the original existing luminaires, may instead use the allowed wattage from NRCC-LTI-06, page 2		

D. Declaration of Required Certificates of Installation

Declare by selecting yes for all of the Certificates that will be submitted. (Retain copies and verify forms are completed and signed.)

YES	NO	Form/Title	
◉	○	NRCI-LTI-01-E - Must be submitted for all buildings	☐ Field Inspector
○	◉	NRCI-LTI-02-E - Must be submitted for a lighting control system, or for an Energy Management Control System (EMCS), to be recognized for compliance.	☐ Field Inspector
○	◉	NRCI-LTI-03-E - Must be submitted for a line-voltage track lighting integral current limiter, or for a supplementary overcurrent protection panel used to energize only line-voltage track lighting, to be recognized for compliance.	☐ Field Inspector
○	◉	NRCI-LTI-04-E - Must be submitted for two interlocked systems serving an auditorium, a convention center, a conference room, a multipurpose room, or a theater to be recognized for compliance.	☐ Field Inspector
○	◉	NRCI-LTI-05-E - Must be submitted for a Power Adjustment Factor (PAF) to be recognized for compliance.	☐ Field Inspector
○	◉	NRCI-LTI-06-E - Must be submitted for additional wattage installed in a video conferencing studio to be recognized for compliance.	☐ Field Inspector

STATE OF CALIFORNIA
INDOOR LIGHTING
CEC-NRCC-LTI-01-E (Revised 04/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-01-E
Indoor Lighting	(Page 3 of 6)
Project Name: UC Davis – Ag Field Station – Tenant Improvement	Date Prepared: 02-12-2019

E. Declaration of Required Certificates of Acceptance

Declare by selecting yes for all of the Certificates of Acceptance that will be submitted. (Retain copies and verify forms are completed and signed.)

YES	NO	FORM/TITLE	
○	◉	NRCA-LTI-02-A - Must be submitted for occupancy sensors and automatic time switch controls.	☐ Field Inspector
○	◉	NRCA-LTI-03-A - Must be submitted for automatic daylight controls.	☐ Field Inspector
○	◉	NRCA-LTI-04-A - Must be submitted for demand responsive lighting controls.	☐ Field Inspector
○	◉	NRCA-LTI-05-A - Must be submitted for institutional tuning power adjustment factor (PAF).	

A Separate Lighting Schedule Must Be Filled Out for Conditioned and Unconditioned Spaces. Installed Lighting Power listed on this Lighting Schedule is only for: ☑ **CONDITIONED SPACE** ☐ **UNCONDITIONED SPACE**

F. Indoor Lighting Schedule and Field Inspection Energy Checklist

- ☑ The actual indoor lighting power listed on the next 2 pages includes all installed permanent and planned portable lighting systems.
- ☐ When Complete Building Method is used for compliance, list each different type of luminaire on separate lines.
- ☑ When Area Category Method or Tailored Method is used for compliance, list each different type of luminaire by each different function area on separate lines
- ☐ Also include track lighting in schedule, and submit the track lighting compliance document (NRCC-LTI-05-E) when line-voltage track lighting is installed.

STATE OF CALIFORNIA
INDOOR LIGHTING
CEC-NRCC-LTI-01-E (Revised 04/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-01-E
Indoor Lighting	(Page 4 of 6)
Project Name: UC Davis – Ag Field Station – Tenant Improvement	Date Prepared: 02-12-2019

G. Installed Portable Luminaires in Offices – Exception to Section 140.6(a)

- This section shall be filled out ONLY for portable luminaires in offices (As defined in §100.1). All other planned portable luminaires shall be documented on next page of this compliance document.
- This section is used to determine if greater than 0.3 watts of portable lighting is planned for any office
- Fill out a separate line for each different office. Small offices that are typical (having the same general and portable lighting) may be grouped together. This allowance shall not be traded between offices having different lighting systems.

Office Portable Luminaire Schedule	Office Installed Portable Luminaire W/ft²							Office Location	Field Inspector	
01	02	03	04	05	06	07	08	09	10	
Complete Luminaire Description (i.e., LED, under cabinet, furniture mounted direct/indirect)	Watts per Luminaire	Quantity of Luminaires	Installed portable luminaire watts in this office (G02 x G03)	Square feet of this office	Watts per square foot (G04 / G05)	if G06 ≤ 0.3, enter zero; if G06 > 0.3, (G06-0.3)	(G05 x G07)	Identify Office area in which these portable luminaires are installed	Pass	Fail
			0				0		○	○
			0				0		○	○
			0				0		○	○
			0				0		○	○
			0				0		○	○
Total installed portable luminaire watts that are greater than 0.3 W/ft² per office:								Enter sum total of all pages into NRCC-LTI-01-E; Page 2		

STATE OF CALIFORNIA
INDOOR LIGHTING
CEC-NRCC-LTI-01-E (Revised 04/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-01-E
Indoor Lighting	(Page 5 of 6)
Project Name: UC Davis – Ag Field Station – Tenant Improvement	Date Prepared: 02-12-2019

A Separate Lighting Schedule Must Be Filled Out for Conditioned and Unconditioned Spaces. Installed Lighting Power listed on this Lighting Schedule is only for: ☑ **CONDITIONED SPACE** ☐ **UNCONDITIONED SPACE**

H. Indoor Lighting Schedule and Field Inspection Energy Checklist

Luminaire Schedule		Installed Watts					Location	Field Inspector[1]	
01	02	03	04		05	06	07	08	
Name or Item Tag	Complete Luminaire Description (i.e, 3 lamp fluorescent troffer, F3218, one dimmable electronic ballast)	Watts per Luminaire	How wattage was determined: CEC Default Item Hold	How wattage was determined: According to §130.0(c)	Number Luminaires	Total Installed Watts in this area (W03 x W05)	Primary Function area in which these luminaires are installed	Pass	Fail
A	2'X4' DIRECT / INDIRECT TROFFER	27	☐	☑	30	270	OFFICE / RECEPTION / HALLWAY	○	○
AE	2'X4' DIRECT / INDIRECT TROFFER	27	☐	☑	2	54	OFFICE / RECEPTION / HALLWAY	○	○
L	1'X4' LED WRAPAROUND	33	☐	☑	2	66	RESTROOM	○	○
JE	2' LED STRIP LIGHT	23	☐	☑	1	23	STORAGE	○	○
S4E	4' SUSPENDED LUMINAIRE	32	☐	☑	2	64	STORAGE	○	○
S8	8' SUSPENDED LUMINAIRE	63	☐	☑	8	504	SHIPPING / RECEIVING	○	○
S8E	8' SUSPENDED LUMINAIRE	63	☐	☑	1	63	SHIPPING / RECEIVING	○	○
A2	2'X2' DIRECT / INDIRECT TROFFER	28	☐	☑	1	28	OFFICE	○	○
			☐	☐		0	CLOSET	○	○
INSTALLED WATTS PAGE TOTAL:						1072	Enter sum total of all pages into NRCC-LTI-01-E; Page 2	1072	

STATE OF CALIFORNIA
INDOOR LIGHTING
CEC-NRCC-LTI-01-E (Revised 04/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-01-E
Indoor Lighting	(Page 6 of 6)
Project Name: UC Davis – Ag Field Station – Tenant Improvement	Date Prepared: 02-12-2019

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

1. I certify that this Certificate of Compliance documentation is accurate and complete

Documentation Author Name: ERIC C. JOHNSON	Documentation Author Signature:
Company: ECOM ENGINEERING INC.	Signature Date: 02-12-2019
Address: 1796 TRIBUTE ROAD, SUITE 100	CEA Certification Identification (if applicable):
City/State/Zip: SACRAMENTO / CA / 95815	Phone: (916) 641 5600

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:
1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: ERIC C. JOHNSON	Responsible Designer Signature:
Company: ECOM ENGINEERING INC.	Date Signed: 02-12-2019
Address: 1796 TRIBUTE ROAD, SUITE 100	License: E 015404
City/State/Zip: SACRAMENTO / CA / 95815	Phone: (916) 641 5600

STATE OF CALIFORNIA
INDOOR LIGHTING – LIGHTING CONTROLS
CEC-NRCC-LTI-02-E (Revised 04/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-02-E
Indoor Lighting - Lighting Controls	(Page 1 of 3)
Project Name: UC Davis – Ag Field Station – Tenant Improvement	Date Prepared: 02-12-2019

A. Mandatory Lighting Control Declaration Statements (Indicate if the measure applies by checking yes or no below.)

YES	NO	Control Requirements
◉	○	Lighting shall be controlled by self-contained lighting control devices which are certified to the Energy Commission according to the Title 20 Appliance Efficiency Regulations in accordance with Section 110.9.
◉	○	Lighting shall be controlled by a lighting control system or energy management control system in accordance with §110.9. An Installation Certificate shall be submitted in accordance with Section 130.4(b).
○	◉	One or more Track Lighting Integral Current Limiters shall be installed which have been certified to the Energy Commission in accordance with §110.9 and §130.0. Additionally, an Installation Certificate shall be submitted in accordance with Section 130.4(b).
○	◉	A Track Lighting Supplementary Overcurrent Protection Panel shall be installed in accordance with Section 110.9 and Section 130.0. Additionally, an Installation Certificate shall be installed in accordance with Section 130.4(b).
◉	○	All lighting controls and equipment shall comply with the applicable requirements in §110.9 and shall be installed in accordance with the manufacturer's instructions in accordance with Section 130.1.
◉	○	All luminaires shall be functionally controlled with manual ON and OFF lighting controls in accordance with Section 130.1(a).
○	◉	General lighting shall be separately controlled from all other lighting systems in an area. Floor and wall display, window display, case display, ornamental, and special effects lighting shall each be separately controlled on circuits that are 20 amps or less. When track lighting is used, general, display, ornamental, and special effects lighting shall each be separately controlled; in accordance with Section 130.1(a)4.
◉	○	The general lighting of any enclosed area 100 square feet or larger, with a connected lighting load that exceeds 0.5 watts per square foot shall meet the multi-level lighting control requirements in accordance with Section 130.1(b)
◉	○	All installed indoor lighting shall be equipped with controls that meet the applicable Shut-OFF control requirements in Section 130.1(c).
◉	○	Lighting in all Daylit Zones shall be controlled in accordance with the requirements in Section 130.1(d) and daylit zones are shown on the plans.
○	◉	Lighting power in buildings larger than 10,000 square feet shall be capable of being automatically reduced in response to a Demand Responsive Signal in accordance with Section 130.1(e).
○	◉	Before an occupancy permit is granted for a newly constructed building or area, or a new lighting system serving a building, area, or site is operated for normal use, indoor lighting controls serving the building, area, or site shall be certified as meeting the Acceptance Requirements for Code Compliance in accordance with Section 130.4.(a). The controls required to meet the Acceptance Requirements include automatic daylight controls, automatic shut-OFF controls, and demand responsive controls.

STATE OF CALIFORNIA
INDOOR LIGHTING – LIGHTING CONTROLS
CEC-NRCC-LTI-02-E (Revised 04/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-02-E
Indoor Lighting - Lighting Controls	(Page 2 of 3)
Project Name: UC Davis – Ag Field Station – Tenant Improvement	Date Prepared: 02-12-2019

A separate document must be filled out for Conditioned and Unconditioned Spaces. This page is used only for the following:
☐ CONDITIONED SPACES ☐ UNCONDITIONED SPACES

B. Mandatory and Prescriptive Indoor Lighting Control Schedule, PAF Calculation, and Field Inspection Checklist

Lighting Control Schedule			Standards Complying With[1] (✓ all that apply, or leave empty if Exempted)							PAF Credit Calculation[2]			✓ if Acceptance Test Required	Field Inspector	
01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Location in Building	Type/ Description of Lighting Control (i.e.: occupancy sensor, automatic time switch, dimmer, automatic daylight, etc..)	# of Units	§130.1(a)	§130.0(b)	§130.1(c)	§130.1(d)	§130.1(e)	§140.6(a)2	§140.6(d)	Watts of Controlled Lighting	PAF	Control Credit (11 x 12)		Pass	Fail
STOREHOUSE ROOM	OCCUPANCY & DIMMING CONTROLS	4	•	•	•							0	☐	○	○
OPEN OFFICE	OCCUPANCY & DIMMING CONTROLS	3	•	•	•							0	☐	○	○
BREAK ROOM	OCCUPANCY & DIMMING CONTROLS	2	•	•	•							0	☐	○	○
MANAGER OFFICE	OCCUPANCY & DIMMING CONTROLS	2	•	•	•							0	☐	○	○
RESTROOMS	OCCUPANCY CONTROLS	1	•	•								0	☐	○	○
RECEIVING	OCCUPANCY & DIMMING CONTROLS	3	•	•	•							0	☐	○	○
												0	☐	○	○
Control Credit PAGE TOTAL (Sum of Column 13): 0															
IF MULTIPLE PAGES ARE USED, ENTER SUM TOTAL OF Control Credit for all pages HERE (Sum of all Column 13):												Enter Control Credit total into NRCC-LTI-01-E; Page 1.			

1. §130.1(a) = Manual area controls; §130.0(b) = Multi Level; §130.1(c) = Auto Shut-Off; §130.1(d) = Mandatory Daylight; §130.1(e) = Demand Responsive; §140.6(d) = Additional lighting controls installed to earn a PAF; §140.6(a) = Prescriptive Secondary Skylit Daylight Controls.
2. Check Table 140.6-A for correct factor. PAFs shall not be traded between conditioned and unconditioned spaces. As a condition to earn a PAF, an Installation Certificate is also required to be filled out, signed, and submitted.

STATE OF CALIFORNIA
INDOOR LIGHTING – LIGHTING CONTROLS
CEC-NRCC-LTI-02-E (Revised 04/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-02-E
Indoor Lighting - Lighting Controls	(Page 3 of 3)
Project Name: UC Davis – Ag Field Station – Tenant Improvement	Date Prepared: 02-12-2019

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

1. I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: ERIC C. JOHNSON	Documentation Author Signature:
Company: ECOM ENGINEERING INC.	Signature Date: 02-12-2019
Address: 1796 TRIBUTE ROAD, SUITE 100	CEA Certification Identification (if applicable):
City/State/Zip: SACRAMENTO / CA / 95815	Phone: (916) 641 5600

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:
1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: ERIC C. JOHNSON	Responsible Designer Signature:
Company: ECOM ENGINEERING INC.	Date Signed: 02-12-2019
Address: 1796 TRIBUTE ROAD, SUITE 100	License: E 015404
City/State/Zip: SACRAMENTO / CA / 95815	Phone: (916) 641 5600

DRAWING TITLE
TITLE 24

ISSUE DATE 03/05/2018	DRAWING NO.
DRAWN BY CEK	E001
CHECKED BY EP	

STATE OF CALIFORNIA
INDOOR LIGHTING POWER ALLOWANCE
CEC-NRCC-LTI-03-E (Revised 04/16)

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-03-E
Certificate of Compliance - Indoor Lighting Power Allowance	(Page 1 of 4)
Project Name: UC Davis – Ag Field Station – Tenant Improvement	Date Prepared: 02-12-2019

A separate page must be filled out for Conditioned and Unconditioned Spaces. This page is only for:
☑ CONDITIONED spaces ☐ UNCONDITIONED spaces

A. SUMMARY TOTALS OF LIGHTING POWER ALLOWANCES
If using Complete Building Method for compliance, use only the total in column (a) as total allowed building watts.
If using Area Category Method, Tailored Method, or a combination of Area Category and Tailored Method for compliance, use only the total in column (b) as the total allowed building watts

	(a)	(b)
01 Complete Building Method Allowed Watts. Documented in section B of NRCC-LTI-03-E (below on this page)	0	
02 Area Category Method Allowed Watts. Documented in section C-1 of NRCC-LTI-03-E (below on this page)		1667.1
03 Tailored Method Allowed Watts. Documented in section A of NRCC-LTI-04-E		
TOTAL ALLOWED BUILDING WATTS. Enter number into correct cell on NRCC-LTI-01, Page 2, Row 1	0	1667.1

☐ Check here if building contains both conditioned and unconditioned areas.

B. COMPLETE BUILDING METHOD LIGHTING POWER ALLOWANCE

01	02		03		04
TYPE OF BUILDING (From §140.6 Table 140.6-B)	WATTS PER ft²	X	COMPLETE BLDG. AREA	=	ALLOWED WATTS
					0
	Total Area:				
Total Watts. Enter Total Watts into section A, row 1 (Above on this page)					0

C-1 AREA CATEGORY METHOD TOTAL LIGHTING POWER ALLOWANCES

	Watts
Total from section C-2.	1667.1
Total from section C-3.	0
Total Watts. Enter Total Watts into section A, row 2 (Above on this page).	1667.1

For Alterations Only – Reduced lighting power option (Total Allowed Watts x 0.85). Enter this value into section A, row 2 if using this option.

STATE OF CALIFORNIA
INDOOR LIGHTING POWER ALLOWANCE
CEC-NRCC-LTI-03-E (Revised 04/16)

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-03-E
Certificate of Compliance - Indoor Lighting Power Allowance	(Page 2 of 4)
Project Name: UC Davis – Ag Field Station – Tenant Improvement	Date Prepared: 02-12-2019

A separate page must be filled out for Conditioned and Unconditioned Spaces. This page is only for:
☑ CONDITIONED spaces ☐ UNCONDITIONED spaces

C-2 AREA CATEGORY METHOD GENERAL LIGHTING POWER ALLOWANCE
- Do not include portable lighting for offices. Portable lighting for offices shall be documented only in Section G of NRCC-LTI-01-E.
- Separately list lighting for each primary function area as defined in §100.1 of the Standards.

01		02		03		04
AREA CATEGORY (From §140.6 Table 140.6-C)		WATTS				ALLOWED
Location in Building	Primary Function Area per Table 140.6-C	PER ft²	X	AREA (ft²)	=	WATTS
RESTROOMS 113, 114	RESTROOM	0.6		143		85.8
HALL 104	CORRIDOR	0.6		255		153
MANAGER-OFFICE, WORKSPACE, RECEPTION	OFFICE	0.75		522		391.5
BREAKROOM 108	LOUNGE AREA	0.9		136		122.4
STOREHOUSE 107 , SHIPPING 110, EQUIP 112	COMMERCIAL AND INDUSTRIAL STORAGE	0.6		1524		914.4
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
		TOTALS		2580		
Enter sum total Area Category allowed watts into section C-1 of NRCC-LTI-03-E (this compliance document)						1667.1
						WATTS

STATE OF CALIFORNIA
INDOOR LIGHTING POWER ALLOWANCE
CEC-NRCC-LTI-03-E (Revised 04/16)

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-03-E
Certificate of Compliance - Indoor Lighting Power Allowance	(Page 3 of 4)
Project Name: UC Davis – Ag Field Station – Tenant Improvement	Date Prepared: 02-12-2019

A separate page must be filled out for Conditioned and Unconditioned Spaces. This page is only for:
☐ CONDITIONED spaces ☐ UNCONDITIONED spaces

C-3 AREA CATEGORY METHOD ADDITIONAL LIGHTING WATTAGE ALLOWANCE (from Table 140.6-C Footnotes)

01	02	03 [2]	04	05	06	07
Primary Function	Sq Ft or Linear ft [1]	Additional Watts Allowed	Wattage Allowance (02 x 03)	Description(s) and Quantity of Special Luminaire Types in each Primary Function Area	Total Design Watts [3]	ALLOWED WATTS Smaller of 04 or 06
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
			0			
TOTALS – Enter into TOTAL AREA CATEGORY METHOD ADDITIONAL ALLOWANCES – Section C-1						0

1. Use linear feet only for additional allowance for white board or chalk board. All other additional Area Category allowances shall use watts per square foot.
2. Additional watts are available only when allowed according to the footnotes on bottom of Table 140.6-C, which include: Specialized task work; Ornamental lighting; Precision commercial and industrial work; Per linear foot of white board or chalk board; Accent, display and feature lighting; and Videoconferencing studio lighting..
3. Luminaire classification and wattage shall be determined in accordance with §130.0(c) of the Standards.

STATE OF CALIFORNIA
INDOOR LIGHTING POWER ALLOWANCE
CEC-NRCC-LTI-03-E (Revised 04/16)

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-03-E
Certificate of Compliance - Indoor Lighting Power Allowance	(Page 4 of 4)
Project Name: UC Davis – Ag Field Station – Tenant Improvement	Date Prepared: 02-12-2019

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT
1. I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: ERIC C. JOHNSON	Documentation Author Signature:
Company: ECOM ENGINEERING INC.	Signature Date: 02-12-2019
Address: 1796 TRIBUTE ROAD, SUITE 100	CEA Certification Identification (if applicable):
City/State/Zip: SACRAMENTO / CA / 95315	Phone: (916) 641-5600

RESPONSIBLE PERSON'S DECLARATION STATEMENT
I certify the following under penalty of perjury, under the laws of the State of California:
1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: ERIC C. JOHNSON	Responsible Designer Signature:
Company : ECOM ENGINEERING INC.	Date Signed: 02-12-2019
Address: 1796 TRIBUTE ROAD, SUITE 100	License: E 015404
City/State/Zip: SACRAMENTO / CA / 95815	Phone: (916) 641-5600

[redacted]

DRAWING TITLE	
TITLE 24	
ISSUE DATE 03/05/2018	DRAWING NO.
DRAWN BY CEK	E002
CHECKED BY EP	

GENERAL NOTES

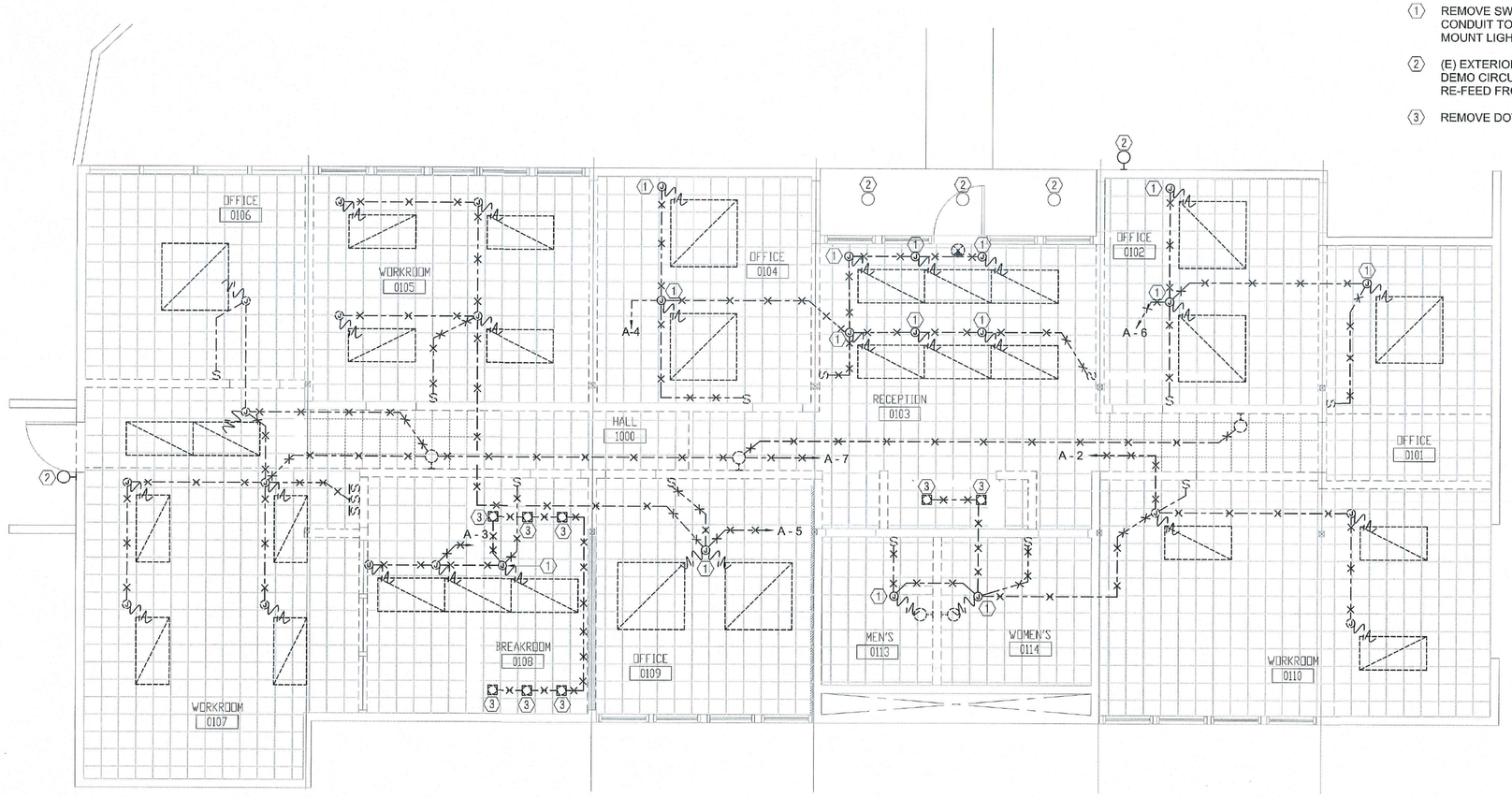
1. TYPICAL, UNLESS OTHERWISE NOTED, EXISTING LIGHT FIXTURES, RECEPTACLES, DEVICES, ETC. SHOWN DASHED SHALL BE REMOVED INCLUDING BOX, CONDUIT, AND CONDUCTORS.
2. TYPICAL, UNLESS OTHERWISE NOTED, EXISTING LIGHT FIXTURES, RECEPTACLES, DEVICES, ETC. SHOWN SOLID ARE TO REMAIN. MAINTAIN CIRCUIT CONTINUITY.
3. ALL FIRE ALARM WORK TO BE PERFORMED BY UC DAVIS FIRE ALARM SHOP. THESE SHEETS ARE NOT APPROVED FOR ANY MODIFICATION OF THE FIRE ALARM SYSTEM.

NUMBERED NOTES

(1) REMOVE SWITCH AND CONDUCTORS. JUNCTION BOX & CONDUIT TO REMAIN AS NEEDED FOR NEW SURFACE MOUNT LIGHT FIXTURES TO BE MOUNTED ON (E) CEILING.

(2) (E) EXTERIOR LIGHT FIXTURES AND PHOTOCELL TO REMAIN. DEMO CIRCUIT A-1 BACK TO (ER) ELECTRICAL PANEL AND RE-FEED FROM RELOCATED PANEL LOCATION.

(3) REMOVE DOWNLIGHT & PATCH (E) CEILING TO REMAIN.



1 **DEMO LIGHTING**

1/4" = 1' - 0"

NORTH

DRAWING TITLE	
DEMO LIGHTING	
ISSUE DATE 03/05/2018	DRAWING NO.
DRAWN BY CEK	E200
CHECKED BY EP	

LIGHTING CONTROL NOTES

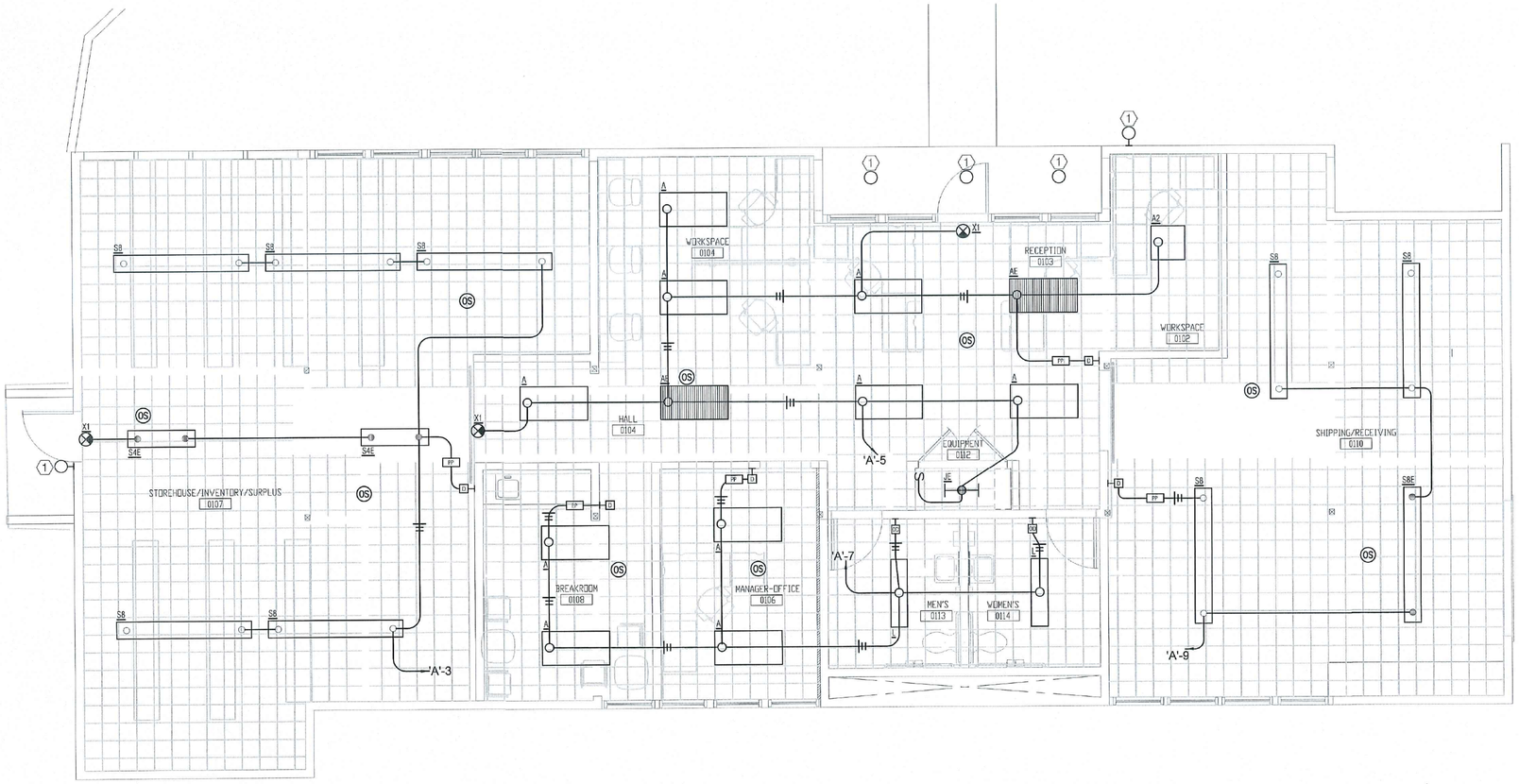
1. PROVIDE UNSWITCHED HOT TO ALL BATTERY BACKUP LIGHT FIXTURES AND EXIT LIGHT FIXTURES.
2. TYPICAL, UNLESS OTHERWISE NOTED, EXISTING LIGHT FIXTURES, RECEPTACLES, DEVICES, ETC. SHOWN SOLID ARE TO REMAIN. MAINTAIN CIRCUIT CONTINUITY.

NUMBERED NOTES

(1) RECONNECT (E) EXTERIOR LIGHT FIXTURES AND PHOTO CELL BACK TO CIRCUIT 'A'-1 IN (ER) ELECTRICAL PANEL 'A'.

GENERAL NOTES

1. TYPICAL, UNLESS OTHERWISE NOTED, EXISTING LIGHT FIXTURES, RECEPTACLES, DEVICES, ETC. SHOWN DASHED SHALL BE REMOVED INCLUDING BOX, CONDUIT, AND CONDUCTORS.
2. TYPICAL, UNLESS OTHERWISE NOTED, EXISTING LIGHT FIXTURES, RECEPTACLES, DEVICES, ETC. SHOWN SOLID ARE TO REMAIN. MAINTAIN CIRCUIT CONTINUITY.
3. ALL FIRE ALARM WORK TO BE PERFORMED BY UC DAVIS FIRE ALARM SHOP. THESE SHEETS ARE NOT APPROVED FOR ANY MODIFICATION OF THE FIRE ALARM SYSTEM.



(1) **LIGHTING**
1/4" = 1' - 0"

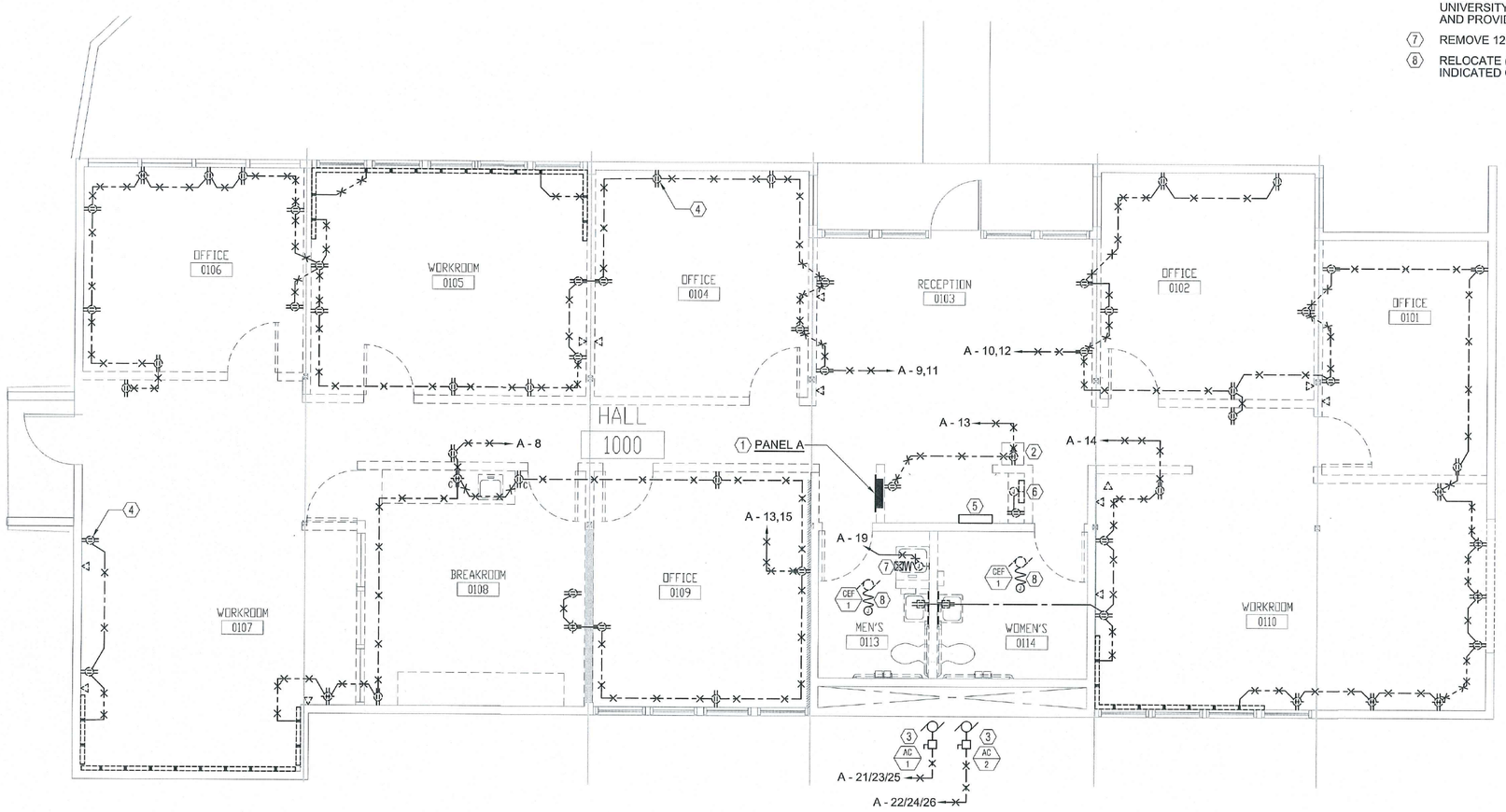
DRAWING TITLE	
LIGHTING	
ISSUE DATE 03/05/2018	DRAWING NO.
DRAWN BY CEK	E201
CHECKED BY EP	

GENERAL NOTES

1. TYPICAL, UNLESS OTHERWISE NOTED, EXISTING LIGHT FIXTURES, RECEPTACLES, DEVICES, ETC. SHOWN DASHED SHALL BE REMOVED INCLUDING BOX, CONDUIT, AND CONDUCTORS.
2. TYPICAL, UNLESS OTHERWISE NOTED, EXISTING LIGHT FIXTURES, RECEPTACLES, DEVICES, ETC. SHOWN SOLID ARE TO REMAIN. MAINTAIN CIRCUIT CONTINUITY.
3. ALL FIRE ALARM WORK TO BE PERFORMED BY UC DAVIS FIRE ALARM SHOP. THESE SHEETS ARE NOT APPROVED FOR ANY MODIFICATION OF THE FIRE ALARM SYSTEM.

NUMBERED NOTES

1. EXISTING PANEL TO BE RELOCATED. REFERENCE SHEET E301 FOR NEW PANELBOARD LOCATION.
2. EXISTING 120V DRINKING FOUNTAIN TO BE REMOVED.
3. EXISTING AIR CONDITIONING UNIT, DISCONNECT AND CONTROLS TO REMAIN. UNIT WILL BE REFED FROM RELOCATED ELECTRICAL. PANEL.
4. DEMO RECEPTACLE AND CONDUCTORS. EXISTING JUNCTION BOX TO REMAIN.
5. PROTECT (E) TELECOM CABINETS DURING CONSTRUCTION. COORDINATE ANY SHUT DOWNS OR IMPACTS TO THESE CABINETS WITH UNIVERSITY PRIOR TO PROCEEDING
6. RELOCATE (E) SECURITY CABINET AND 120V CONNECTION AS SHOWN ON SHEET E301. COORDINATE SHUT DOWN WITH UNIVERSITY. EXTEND CABLING TO NEW CABINET LOCATION AND PROVIDE ANY REQUIRED TESTING.
7. REMOVE 120V CONNECTION TO WATER HEATER.
8. RELOCATE (E) EXHAUST FAN TO NEW RESTROOM LAYOUT AS INDICATED ON MECHANICAL PLANS.



1 **DEMO POWER AND SIGNAL**

1/4" = 1' - 0"

[redacted]

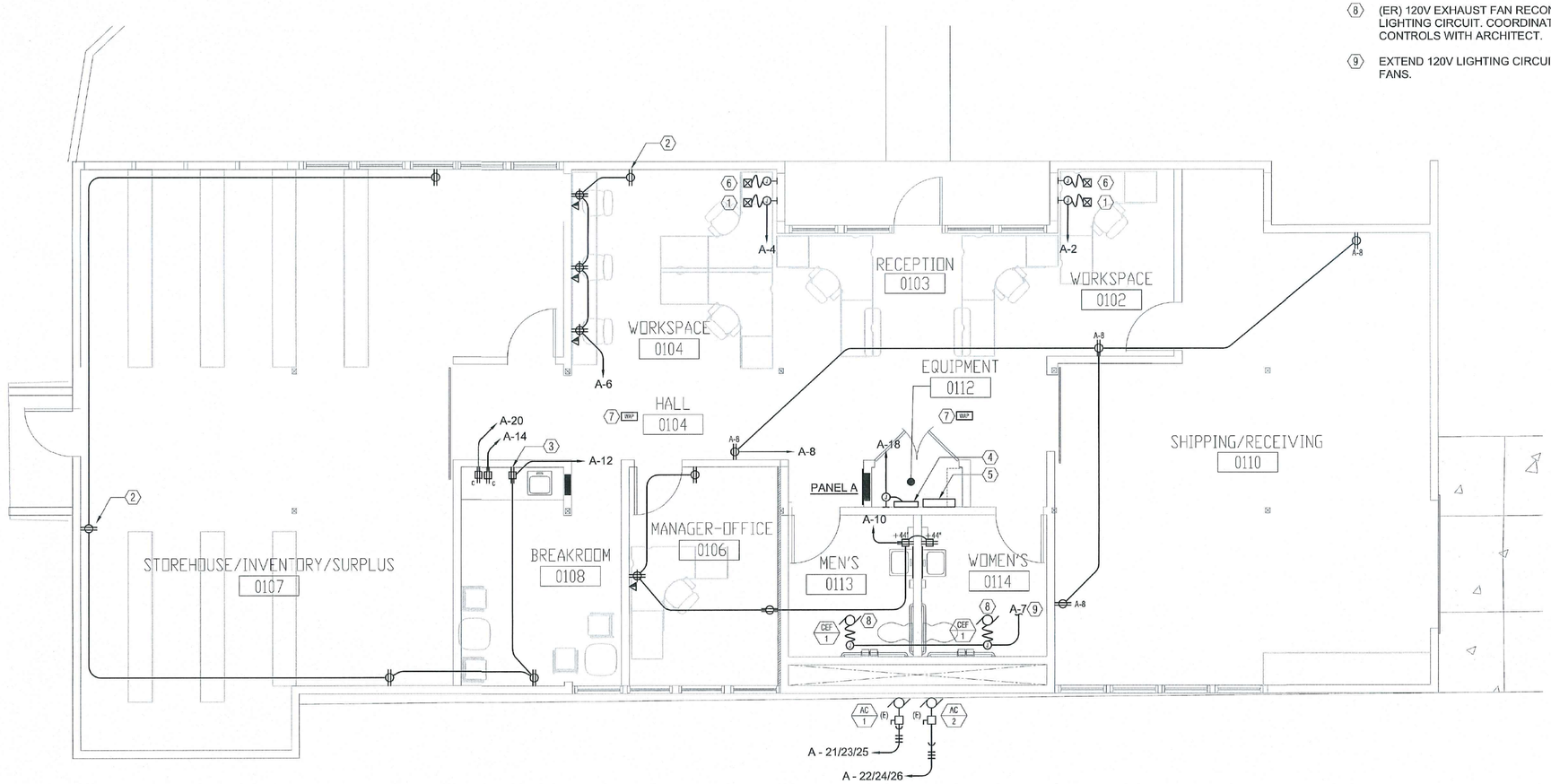
DRAWING TITLE	DEMO POWER AND SIGNAL
ISSUE DATE 03/05/2018	DRAWING NO.
DRAWN BY CEK	E300
CHECKED BY EP	

GENERAL NOTES

1. TYPICAL, UNLESS OTHERWISE NOTED, EXISTING LIGHT FIXTURES, RECEPTACLES, DEVICES, ETC. SHOWN DASHED SHALL BE REMOVED INCLUDING BOX, CONDUIT, AND CONDUCTORS.
2. TYPICAL, UNLESS OTHERWISE NOTED, EXISTING LIGHT FIXTURES, RECEPTACLES, DEVICES, ETC. SHOWN SOLID ARE TO REMAIN. MAINTAIN CIRCUIT CONTINUITY.
3. ALL FIRE ALARM WORK TO BE PERFORMED BY UC DAVIS FIRE ALARM SHOP. THESE SHEETS ARE NOT APPROVED FOR ANY MODIFICATION OF THE FIRE ALARM SYSTEM.

NUMBERED NOTES

1. 120V SYSTEMS FURNITURE CONNECTION.
2. INSTALL NEW RECEPTACLE AND CIRCUIT IN EXISTING JUNCTION BOX AND RACEWAY.
3. UNDERCOUNTER RECEPTACLE FOR REFRIGERATOR. SEE ARCHITECT PLANS FOR EXACT LOCATION.
4. RECONNECT RELOCATED SECURITY CABINET AS SHOWN.
5. EXISTING TELECOM CABINETS TO REMAIN IN PLACE.
6. TELECOM SYSTEMS FURNITURE CONNECTION.
7. WIRELESS ACCESS POINT. COORDINATE EXACT LOCATION WITH UC DAVIS IT. UTILIZE SURFACE RACEWAY FROM TELECOM CABINET TO WAP FOR NETWORK CABLING.
8. (ER) 120V EXHAUST FAN RECONNECTED TO BATHROOM LIGHTING CIRCUIT. COORDINATE LOCATION OF WALL SWITCH CONTROLS WITH ARCHITECT.
9. EXTEND 120V LIGHTING CIRCUIT AS SHOWN TO (ER) EXHAUST FANS.

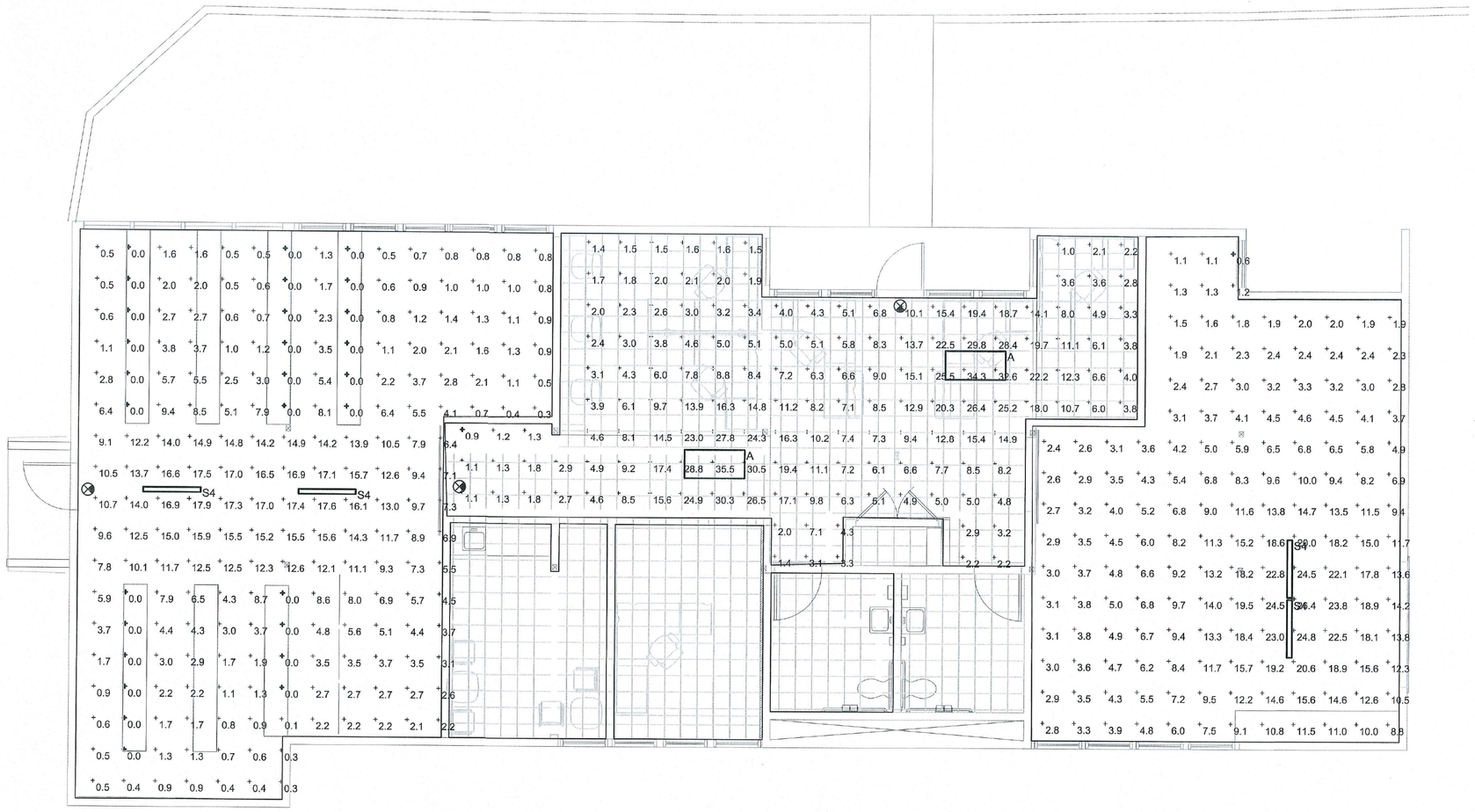


1 POWER AND SIGNAL

1/4" = 1' - 0"

[redacted]

DRAWING TITLE POWER AND SIGNAL	
ISSUE DATE 03/05/2018	DRAWING NO. E301
DRAWN BY CEK	
CHECKED BY EP	



1 **PHOTOMETRICS - EGRESS**

NO SCALE

[redacted]

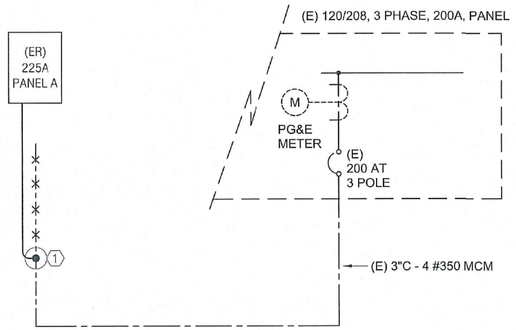
DRAWING TITLE

PHOTOMETRICS

ISSUE DATE 03/05/2018	DRAWING NO.
DRAWN BY CEK	E400
CHECKED BY EP	

NUMBERED NOTES

(1) INTERCEPT AND EXTEND (E) RACEWAY TO NEW PANEL LOCATION SHOWN ON E301. COORDINATE WITH UNIVERSITY ON PREFERENCE FOR SPLICING FEEDERS VERSUS PULLING NEW FEEDERS FROM OUTDOOR PANEL.



1 **ONE LINE DIAGRAM**

NO SCALE

PROJECT: M113 - AG FIELD STATION

LOCATION: CORRIDOR 1000

EXISTING

PANEL - A

	LOAD DESCRIPTION	KVA LOAD CONT.	RECP.	MOTOR	NON	C. B. TRIP	POLE	CKT #	PH A	B	C	CKT #	C. B. TRIP	POLE	KVA LOAD CONT.	RECP.	MOTOR	NON	LOAD DESCRIPTION	
1	OUTSIDE LIGHTS	0.80				20	1	1	*			2	20	1		1.44			FURNITURE FEED RM 102	2
3	INVENTORY LIGHTS	0.38				20	1	3		*		4	20	1		1.44			FURNITURE FEED RM 104	4
5	OFFICE / RECEPTION LIGHTS	0.28				20	1	5			*	6	20	1		1.26			OFFICE 104 RECEPTACLES	6
7	OFFICE / RESTROOM LIGHTS	0.17				20	1	7	*			8	20	1		0.54			SHIPPING / RECEIVING RECEPTS.	8
9	SHIP / RECEIVEING LIGHTS	0.25				20	1	9		*		10	20	1		1.08			RESTROOM / OFFICE 106 RECEPTACLES	10
11	SPARE					20	1	11			*	12	20	1		0.90			STOREHOUSE 107 / BREAKROOM RECEPTS	12
13	SPARE					20	1	13	*			14	20	1		0.18			MICROWAVE	14
15	SPARE					20	1	15		*		16	20	1		0.18			GARDEN PUMP RECEPTACLES	16
17	SPARE					20	1	17			*	18	20	1		0.18			TELEPHONE	18
19	SPARE					20	1	19	*			20	20	1		0.18			COFFEE MAKER	20
---				4.80		---				*				---			4.80			---
23	A/C #1			4.80		50	3	23			*	24	50	3			4.80		A/C #2	24
---				4.80			---		*					---			4.80			---
27	SPARE					20	1	27		*		28	20	1					SPARE	28
29	SPARE					20	1	29			*	30	20	1		1.44			IDF	30
31	SPARE					20	1	31	*			32							SPACE	32
33	SPACE							33		*		34							SPACE	34
35	SPACE							35			*	36							SPACE	36
37	SPACE							37	*			38							SPACE	38
39	SPACE							39		*		40							SPACE	40
41	SPACE							41			*	42							SPACE	42
	TOTALS ---------->	1.88		14.40												8.82	14.40		<------- TOTALS	

VOLTAGE: 120/208V, 3 PH, 4W
AIC: 10,000
MOUNTING: SURFACE
BUSING: 225 AMP BUSING
MAIN: MAIN LUGS ONLY

LOAD SUMMATION

CONNECT LOAD (KVA)		DEMAND FACTOR		DEMAND LOAD (KVA)	
1.88	x	125% OF LOAD	=	2.35	<-- CONTINUOUS
8.82	x	CEC DEMAND	=	8.82	<-- RECEPTACLES
28.80	x	1.00	=	32.40	<-- MOTORS+25% LARGEST
	x	1.00	=		<-- NONCONTINUOUS
----				----	
39.50	kVA	160.73	Amps	43.57 kVA	121.04 Amps

ADDITIONAL FEATURES:

CEC 220.44 DEMAND: 1st 10 kVA AT 100%, REMAINING AT 50%.

LARGEST MOTOR LOAD (kVA) = 14.40

ecom3.xls 04/12/13 3/8/19

PANEL SCHEDULE NOTES

1. ALL CIRCUITS INDICATED "LIGHT" ON PANELS SCHEDULES ARE EXISTING TO REMAIN AND HAVE NOT BEEN MODIFIED AS PART OF THIS PROJECT.

2. ALL CIRCUITS INDICATED "BOLD" ON PANEL SCHEDULES HAVE BEEN MODIFIED, ALTERED, OR NEW AS PART OF THIS PROJECT.

LUMINAIRE SCHEDULE

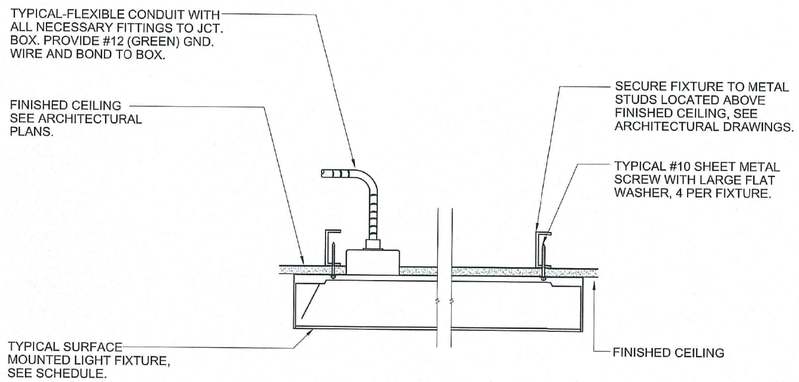
TAG	MANUFACTURER & CATALOG NUMBER	DESCRIPTION	MTG.	LAMP TYPE	LAMP No.	VOLTS	WATTS	REMARKS
A	FINELITE HPR LED-A-2X4-DCO-S-835-120-SC-SM	2'X4' LED DIRECT/INDIRECT TROFFER	SURFACE	LED	--	120	27	0-10V DIMMING
AE	FINELITE HPR LED-A-2X4-DCO-S-835-120-SC-SM	2'X4' LED DIRECT/INDIRECT TROFFER	SURFACE	LED	--	120	27	0-10V DIMMING, BATTERY BACKUP
A2	FINELITE HPR LED-A-2X2-DCO-S-835-120-SC-SM	2'X2' LED DIRECT/INDIRECT TROFFER	SURFACE	LED	--	120	28.5	
JE	H.E. WILLIAMS 75R-4-L30/835-EM/10WLP-DRV-UNV	2'X4' LED DIRECT/INDIRECT TROFFER	SURFACE	LED	--	120	23	BATTERY BACKUP
L	H.E. WILLIAMS LLMS-4-L34/835-RD-DIM-UNV	1'X4' LED WRAPAROUND LUMINAIRE	SURFACE	LED	--	120	33	0-10V DIMMING
S4	PHILIPS FSW440L835-UNV-DIM	4' SUSPENDED LUMINAIRE	SUSPENDED	LED	--	120	32	
S4E	PHILIPS FSW440L835-UNV-DIM-EMLED	4' SUSPENDED LUMINAIRE	SUSPENDED	LED	--	120	32	BATTERY BACKUP
S8	PHILIPS FSW880L835-UNV-DIM	8' SUSPENDED LUMINAIRE	SUSPENDED	LED	--	120	63	
S8E	PHILIPS FSW880L835-UNV-DIM-EMLED	8' SUSPENDED LUMINAIRE	SUSPENDED	LED	--	120	63	BATTERY BACKUP
X1	ISOLITE TL-EM-G-S-AW-TM-SD	SINGLE FACE EXIT SIGN WITH BATTERY BACKUP	TOP MOUNT	LED	--	120	3	TRIM SPECIFIED BY ARCHITECT

[redacted]

DRAWING TITLE
ONE LINE DIAGRAM AND PANEL SCHEDULES

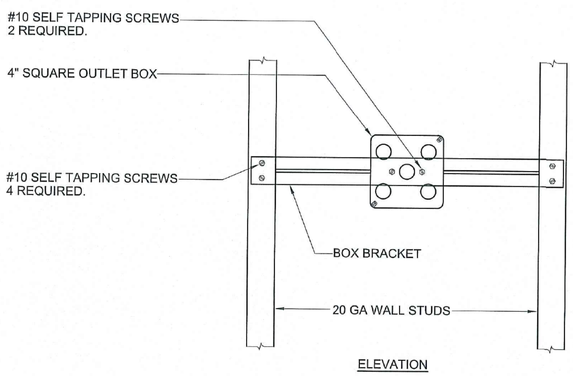
ISSUE DATE 03/05/2018
DRAWN BY CEK
CHECKED BY EP

DRAWING NO. E500



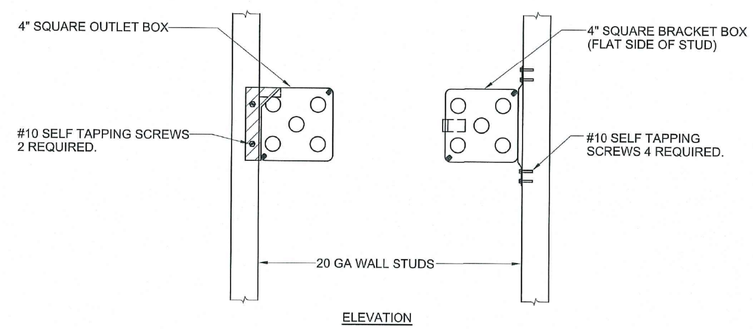
1 SURFACE MOUNTED FIXTURE DETAIL - 2-HOUR CEILING

NO SCALE



2 BOX SUPPORT (BETWEEN STUDS)

NO SCALE



6 BOX SUPPORT (ON STUD)

NO SCALE

[redacted]

DRAWING TITLE

DETAILS

ISSUE DATE 03/05/2018	DRAWING NO.
DRAWN BY CEK	E600
CHECKED BY EP	

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

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

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

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

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

1.2 Marketing, Sales and Administrative Support

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

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

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

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

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

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

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

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

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

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $100M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public

Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

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

1.5 Objectives of Cooperative Program

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

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of sales persons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

   a. Minority Women Business Enterprise

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   d. Historically Underutilized Business Zone Enterprise (HUBZone)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

   a. is a publicly held corporation and this reporting requirement is not applicable;

   b. is not owned or operated by anyone who has been convicted of a felony; or

   c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

   ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

   iii. Design, publication and distribution of co-branded marketing materials within first 90 days

   iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

   viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

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

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

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

   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

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

   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

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

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

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

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

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

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

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

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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

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

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

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

ADMINISTRATION AGREEMENT

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

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

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

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

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

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

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

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

DEFINITIONS

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

TERMS AND CONDITIONS

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

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

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

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

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

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to

provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

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

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

ADMINISTRATION AGREEMENT

Exhibit A

<u>Master Agreement</u>

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

ADMINISTRATION AGREEMENT

Exhibit B

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions

EXAMPLE

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

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

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

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

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

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

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

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

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

EXAMPLE

ADMINISTRATION AGREEMENT

Exhibit B, continued

	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

EXAMPLE

ADMINISTRATION AGREEMENT

Exhibit C

CONTRACT SALES REPORT

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA PARTNERS EXHIBITS

EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

OMNIA Partners Contract Sales Monthly Report

Supplier Name:	
Contract Sales Report Month:	
Contract ID:	
Supplier Reporting Contact:	
Title:	
Phone:	
Email:	

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by OMNIA Partners and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

ADMINISTRATION AGREEMENT

Exhibit D

Instructions for Providing Payments

- All payments are to be made as follows. ACH payments are preferred.

ACH Instructions

ACH Information For: OMNIA Partners, LLC
Bank Name: Fifth Third Bank
ACH Routing Transit Number: 064103833
Account Number: 7362675998

Regular, Courier or Delivered Mail for Checks

OMNIA Partners
ATTN: Controller
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

- Please email any questions regarding payments to accounting@omniapartners.com.

CONFIDENTIAL

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby

acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

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

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

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

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

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

CONFIDENTIAL

procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

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

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

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

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

Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

OMNIA PARTNERS EXHIBITS

EXHIBIT E – OMNIA PARTNERS CONTRACT SALES REPORTING TEMPLATE

OMNIA PARTNERS EXHIBITS

EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

OMNIA Partners Contract Sales Monthly Report

Supplier Name:	
Contract Sales Report Month:	
Contract ID:	
Supplier Reporting Contact:	
Title:	
Phone:	
Email:	

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by OMNIA Partners and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

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

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

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a

breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

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

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

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small

business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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

Offeror's Name:

_____

Address, City, State, and Zip Code:
_____

Phone Number:_____ Fax Number:
_____

Printed Name and Title of Authorized
Representative:_____

Email Address:
_____

Signature of Authorized Representative: _____Date: _____

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative

action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "<u>During the performance of this contract, the contractor agrees as follows</u>:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color,

religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor

with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name

of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within

the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. <u>The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified</u>:

"<u>Suspension and Debarment</u>

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. <u>Byrd Anti-Lobbying Amendment</u>.

a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted

with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with

the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work

being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance

bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror’s Name: _____

Address, City, State, and Zip Code: _____

Phone Number:_____ _Fax Number: _____

Printed Name and Title of Authorized Representative:_____

Email Address: _____

Signature of Authorized Representative: _____Date: _____

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____

Date ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code:_____

State of _____

County of _____

I, _____ *of*
*the*_____
Name *City*

in the County of _____*, State of*
_____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____*of the firm of*
_____
Title *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____

Notary Public of _____

My commission expires _____, 20____

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____

_____

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

   a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
   b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
   c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
   d. The form may be used "as-is", subject to edits as described herein.
   e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
   f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

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

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

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

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

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

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

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

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

EXHIBIT H
ADVERTISING COMPLIANCE REQUIREMENT

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

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT

DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT

KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT

PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT

WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR

MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:
ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR

ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT

BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER

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

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

FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR

HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR

JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR

LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR

MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR

NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR

PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR

PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR

SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR

ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT

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

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

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29

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

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

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

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

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

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

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