

# UC San Diego

9500 Gilman Drive #0955, La Jolla, CA 92093

## Purchase Order

PO Date	PO Number	Revision No.
Oct 8, 2019	92106789	0
Supplier Name	COUNTY OF SONOMA	
Address	dba Sonoma County Water Agency 404 Aviation Boulevard Santa Rosa, CA 95403 US	
F.O.B	Terms	
Payment Terms	0% 60, Net 60	
Contract No.	No Value	
RUA No.	No Value	
Project No.	No Value	

### Supplier Instructions:

**Send an order confirmation directly to the customer listed below on this UC San Diego Marketplace Purchase Order.**

Delivery Address:	Send Order Confirmation To:	Send Invoices To:
Kelly Tucker Room No. 342 NH Nierenberg Hall 8810 Shellback Way La Jolla, CA 92037 United States	Customer Name Sean Pfeifer Customer Fax No Value Customer Email s1pfeifer@ucsd.edu Customer Phone +1 858-534-0944 Department Climate, Atmospheric Science & Phys Professional Buyer CONTEMPRATO, JOYCELYN jcontemprato@ucsd.edu	Refer to Header 4 No Value in Order Acceptance Instructions and Purchase Order Terms for invoicing solutions

Line No.	Product/Service Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	iRequest: Services and Associated Goods - Description - Sonoma Water in support of CW3E FIRO Phase II (USACE W912HZ1920023)	SERVICE		1.00 USD	240,278 EA	240,278.00 USD
<b>ADDITIONAL INFO</b> Estimated Frequency of Service* Recurring - Monthly Period of Performance Begin Date 8/15/2019		Period of Performance 8/14/2020 End Date UCSD Project Manager: Sean Pfeifer, s1pfeifer@ucsd.edu, x40944 Supplier Project Manager: Joan Hultberg, Joan.Hultberg@scwa.ca.gov				
Requested Shipping Speed Best Carrier-Best Way		Taxable? No Title Vests w/Government? No Research Equipment Subject to Partial Tax Exemption No				

When applicable, please note that suppliers registered in California are responsible for collecting sales tax. UC San Diego is responsible for remitting use tax on purchases of tangible personal property from suppliers not registered to collect California sales tax.

Subtotal **240,278.00**  
CA Sales Tax 0.00

Use Tax	0.00
Shipping	0.00
Handling	0.00
<b>Total</b>	<b>240,278.00 USD</b>

### Order Acceptance Instructions and Purchase Order Terms

Header	1	University of California Terms & Conditions	The terms and conditions of this order are set forth in University of California's Terms and Conditions and can be found at <a href="https://www.ucop.edu/procurement-services/policies-forms/index.html">https://www.ucop.edu/procurement-services/policies-forms/index.html</a> . For construction services, the Terms and Conditions can be found at <a href="http://www-bfs.ucsd.edu/PUR/Marketplace/Construction/ConstructionTermsConditions.pdf">http://www-bfs.ucsd.edu/PUR/Marketplace/Construction/ConstructionTermsConditions.pdf</a> , which supersedes the UC Terms & Conditions of Procurement. Shipment of goods or start of performance under this Purchase Order will be deemed acceptance of the terms and conditions. Any terms and conditions contained in a referenced quote or other writing shall have no force and effect, unless approved in writing by a UC San Diego Purchasing representative. Any changes or additions to the University's Purchase Order and terms and conditions are invalid, unless approved in writing by a UC San Diego Purchasing representative.
	2	UC San Diego Terms & Conditions: Tax Status	UC San Diego is NOT exempt from Sales Tax but does qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code. If this purchase is made with federal funds and the government retains an ownership right, then UC San Diego is tax exempt. If you have any questions, contact the Purchasing department.
	3	Recurring Services/Goods	Recurring Services and/or Recurring Delivery of Goods: If this Purchase Order is designated as "Recurring" in the Additional Information section above, please note that the referenced items and quantities in this Purchase Order are estimates only and no minimum commitments or purchases are guaranteed. This Purchase Order will terminate at the end of the Period of Performance without further notice. Any extension or renewal of this Purchase Order will require a separate written agreement by the parties.
	4	Invoicing Options	UC San Diego offers two preferred invoicing options: submission directly to our third party e-Invoicing partner, Transcepta, or manual upload to our self-service portal, Payment Compass. Registration for Transcepta is free and offers multiple electronic invoice acceptance options. This option is recommended for suppliers who submit more than 15 invoices per year. For registration information contact <a href="mailto:disbursements@ucsd.edu">disbursements@ucsd.edu</a> . If you submit less than 15 invoices per year, you may submit your invoices at <a href="https://paymentcompass.ucsd.edu">https://paymentcompass.ucsd.edu</a> . More information on invoicing options can be found on our Supplier Resources page ( <a href="http://ipps.ucsd.edu/resources/invoicing-payments/index.html#Invoicing-Options">http://ipps.ucsd.edu/resources/invoicing-payments/index.html#Invoicing-Options</a> ).
	PO0024	Advertising and/or Publicity Release	Supplier agrees to refrain from issuing publicity releases or advertising which includes any reference to the University of California, San Diego, prior to obtaining the prior written consent of UC San Diego by contacting the Purchasing Manager, or his duly authorized designee.
	PO0070	Indemnification	Seller shall defend, indemnify, and hold harmless University, its officers, employees, and agents from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Seller's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Seller, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Seller's direction and control.
	PO0167	Copyright	The parties agree that this work is meant to be a "work made for hire" under the US Copyright Act. As part of the consideration to Seller hereunder, all rights to any and all copyrights or copyrightable materials produced under this Purchase Order, including any computer source code, shall vest in The Regents of the University of California on behalf of the San Diego Campus. To the extent this is not a "work for made for hire," the parties agree that by this instrument, Seller hereby assigns to The Regents all right, title, and interest in and to any such works and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the work created, and in and to all income, royalties, damages, claims, and payments now or hereafter due and payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future



infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world. Seller agrees to execute all papers and perform such other proper acts as the university may deem necessary to secure for the university or its designee the rights herein assigned.

PO0173	Reimbursement for Travel Expenses	1. Meals and Incidental Expenses: University shall reimburse vendor for actual lodging, meals and incidental expenses incurred which are ordinary and necessary to accomplish the business purposes of this agreement, provided that requests for such reimbursement include an original itemized receipt for lodging, as backup to document actual expenses incurred. 2. Mileage and Transportation Expenses University shall reimburse vendor for transportation costs provided that requests for such reimbursement are accompanied by original receipts for transportation, other than for local transportation expenses of less than \$75. University shall reimburse vendor for cab fares, shuttle services, car rental (compact), private car mileage (56.5 cents per mile), parking fees, tolls, etc., providing the most economical mode of transportation and the most usually traveled route are utilized. University shall reimburse vendor for air travel, providing it is by commercial airline coach class, or similar reduced fare accommodations, and for which the reimbursement request is accompanied by a ticket or copy thereof or electronic ticket receipt, specifically identifying the traveler, date of travel, class of travel and price. The use of first class, premium, business or higher cost services is not authorized under this agreement, unless approved in advance by University. Any such authorization for the use of higher cost services as identified above must be obtained prior to the incident of travel. 3. Lodging Expenses University will pay the cost of single-occupancy lodging in conveniently located moderate range hotel for the actual nights occupied during the course of business travel, provided that requests for such reimbursement include original itemized receipts for lodging, as backup to document actual expenses incurred.
POSOW	Statement of Work	INCORPORATED BY REFERENCE: In addition to the terms and conditions referenced in this Purchase Order, the attached Statement of Work is hereby incorporated by reference in this Purchase Order as if fully restated herein.
Questions?	Contact Us	Marketplace Help Desk: mphelp@ucsd.edu or 858-534-9494 Ext. 3

Approved as to form:

By: \_\_\_\_\_  
Adam Brand, Deputy County Counsel

**Sonoma County Water Agency**

**Regents of the University of California,**  
Scripps Institution of Oceanography, UC San  
Diego

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water  
Agency's Board of Directors Action on  
January 7, 2020

By: \_\_\_\_\_  
\_\_\_\_\_  
(Please print name here)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



#### 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 Oagain, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

#### ARTICLE 6 – WARRANTIES

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

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:



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](http://www.ucop.edu/procurement-services/policies-forms/index.html) is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:



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 apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

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

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

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

#### ARTICLE 25 – FAIR WAGE/FAIR WORK

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



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

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

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

## ARTICLE 26 – MEDICAL DEVICES

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

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

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

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

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



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.



**Sonoma  
Water**

CF/47-0-21 Regents of the University of California - Scripps  
Institution of Oceanography, UC San Diego (Professional  
Engineering Services in Support of Forecast Informed  
Reservoir Operations Phase II) (ID 7244)

May 14, 2019

Dr. F. Martin Ralph, Director  
Center for Western Weather and Water Extremes (CW3E)  
Scripps Institute of Oceanography  
University of California, San Diego  
9500 Gilman Drive  
La Jolla, CA 92093

Dear Dr. Ralph,

In response to your invitation, attached please find Sonoma County Water Agency's (Sonoma Water) Statement of Work for engineering services in support of Forecast Informed Reservoir Operations (FIRO) Phase II.

As FIRO matures for Lake Mendocino and transfers to other reservoir systems, the need to leverage key Sonoma Water engineering and water management expertise has become apparent for the success for the larger program. The accompanying Statement of Work (SOW) describes the scope of work for a three year period for water resources engineering support provided to CW3E from Sonoma Water through the efforts and time of Jay Jasperse, Chris Delaney, and John Mendoza.

Anticipated contributions include immediate well-known tasks, lesser-known tasks as FIRO develops and is applied to new watersheds, and collaborative research and development to refine, apply, and evaluate FIRO management alternatives. In addition, Sonoma Water will serve as an interdisciplinary resource for atmospheric, climatic, hydrologic, water management engineering, and AR research at CW3E.

Sonoma Water is enthusiastic and fully prepared to contribute to the proposed FIRO Phase II project as described in the SOW pending approval of a funding agreement with CW3E by its Board of Directors. If you have questions or need additional information, please feel free to contact me directly.

Sincerely,

  
Jay Jasperse, P.E.  
Chief Engineer / Director of Groundwater Management

cc: Grant Davis, Lynne Rosselli, Don Seymour

Attachment: Statement of Work

LR C:\T:\Pinks\05-13-2019\CL FIRO II SCWA 2019May-v2\_jlj.docx

**Statement of Work**  
Professional Engineering Services in Support of Phase II of  
Forecast Informed Reservoir Operations (FIRO)

Sonoma Water Agency (SWA)  
May 22, 2019

**Background and Goals**

As FIRO matures for Lake Mendocino and transfers to other reservoir systems, the need to leverage key Sonoma Water engineering expertise has become apparent for the success for the larger program. This document describes the water resources engineering support provided to CW3E from SWA through the efforts and time of Chris Delaney (~60%) and John Mendoza (~10%). In addition, this statement of work includes Jay Jasperse (~5%) to provide experienced project management and leadership during FIRO expansion and transferability. The level of effort and percentage of time is accounted for on an annual basis. There will be weeks and months where the provision of time will be greater and less than the annual target throughout the year based on FIRO project demands. Jay Jasperse's, Chris Delaney's and John Mendoza's contributions to the broader FIRO effort are referred to here as SWA engineering support (SWA-ES).

Anticipated contributions include immediate well-known tasks, lesser-known tasks as FIRO develops and is applied to new watersheds, and collaborative research and development to refine, apply, and evaluate FIRO management alternatives. In addition, SWA-ES will serve as an interdisciplinary resource for atmospheric, climatic, hydrologic, water management engineering, and AI research at CW3E.

Lake Mendocino centric activities over the next two years will focus on the production of the FVA which includes a substantial effort to demonstrate the value of the selected water control plan alternatives. Additional refinements are needed to the existing EFO model and its variants. Substantial efforts will also be applied to completing the Technical Studies identified in the Lake Mendocino PVA. Activities related to Prado Dam will begin this year (2019) with a fresh and very different application of the EFO model to achieve improved management outcomes, particularly ground water recharge. Incidentally, contributions to the broader FIRO-based groundwater recharge activities (e.g. DWR's FloodMAR) are enabled with SWA-ES expertise. Additional Prado Dam activities will include contributions to developing water control plan (WCP) alternatives and support for virtual operations, demonstrations, and decision support systems (DSS). Activities related to developing the workplan for the Yuba-Feather system will also begin in 2019 and then transition into PVA and FVA activities in 2020 and beyond. The same is true for the 4<sup>th</sup> FIRO reservoir identified (TBD) in Phase II for the FIRO Project.

SWA-ES contributions are envisioned for scoping and developing the selection criteria for the six screening-level reservoirs of the FIRO Phase II Project as well as required data collection, processing, and evaluation of candidate sites.

In addition, SWA-ES activities are envisioned to support the movement of the EFO model more formally into the research and applications domain. With greater collaboration with researchers and practitioners, we expect refinements and perhaps entirely new approaches than can enhance our ability to demonstrate and integrate FIRO as an accepted management practice. Efforts will also be made to adapt and integrate EFO-type technologies into accepted USACE analysis and simulation software tools and modeling systems.

## Scope

This scope of work includes the following tasks.

		<b>Activity / Objective</b>	<b>Deliverable</b>	<b>Due Date</b>
<b>TASK 1</b>		<b>Lake Mendocino</b>		
	1a.	Contributions to the Hydrologic Engineering Management Plan (HEMP) for developing and evaluating Water Control Plan (WCP) alternatives for Lake Mendocino.	SC approved HEMP	Year 1
	1b.	Contributions to the formulation and support for the evaluation of the Lake Mendocino WCP alternatives.	As appropriate to the specific activity.	Year 1
	1c.	Refinement of the EFO model including but not limited to extension to Guerneville and replacement of the routing scheme. EFO model documentation.	Enhanced EFO model with documentation	Year 1 and beyond
	1d.	Contributions to the formulation, execution, and evaluation of the WY20 Major Deviation WCP including support for virtual operations and the CDEC-based DSS.	As appropriate to the specific activity.	Year 1 and 2
	1e.	Contributions to PVA-identified Technical Studies.	As appropriate to the specific activity.	Year 1 and 2
	1f.	On-going support for Lake Mendocino FIRO engineering as defined by the Steering Committee Co-chairs including documents and outreach.	As appropriate to the specific activity.	Throughout contract period.
<b>TASK 2</b>		<b>Prado Dam</b>		
	2a.	Lead efforts to configure, apply, test, and refine the EFO model to Prado Dam.	EFO model for Prado Dam	Year 1 and beyond
	2b.	Contributions to the Hydrologic Engineering Management Plan (HEMP) for developing and evaluating Water Control Plan (WCP) alternatives for Prado Dam.	SC approved HEMP	Year 1 and beyond
	2c.	Contributions to the formulation and support for the evaluation of the Prado Dam WCP alternatives that consider the timing of the SARM Project.	As appropriate to the specific activity.	Year 1 and beyond
	2d.	Contributions to Technical Studies identified by the Prado Dam Steering Committee.	As appropriate to the specific activity.	Year 1 and beyond
	2e.	Contributions for virtual operations and DSS for testing of WCP alternatives.	Functional virtual operations and DSS	Year 2 and beyond
	2f.	On-going support for Prado Dam FIRO engineering as defined by the Steering Committee Co-chairs including project documents and selected outreach.	As appropriate to the specific activity.	Year 1 and beyond
<b>TASK 3</b>		<b>Yuba-Feather System</b>		

	3a.	Lead efforts to configure, apply, test, and refine the EFO model to the Yuba-Feather system, a multi-reservoir multi-objective system.	EFO model for the Yuba-Feather system	Year 1 and beyond
	3b.	Contributions to the Hydrologic Engineering Management Plan (HEMP) for developing and evaluating Water Control Plan (WCP) alternatives for the Yuba-Feather system.	SC approved HEMP	Year 1 and beyond
	3c.	Contributions to the formulation and support for the evaluation of the Yuba-Feather WCP alternatives that leverage other work completed for the system.	As appropriate to the specific activity.	Year 2 and beyond
	3d.	Contributions to Technical Studies identified by the Yuba-Feather Steering Committee.	As appropriate to the specific activity.	Year 2 and beyond
	3e.	Contributions for virtual operations and DSS for testing of WCP alternatives.	Functional virtual operations and DSS	Year 2 and beyond
	3f.	On-going support for the Yuba-Feather system FIRO engineering as defined by the Steering Committee Co-chairs including project documents and selected outreach.	As appropriate to the specific activity.	Year 2 and beyond
<b>TASK 4</b>		<b>FIRO Reservoir #4</b>		
	4a.	Lead efforts to configure, apply, test, and refine the EFO model for FIRO#4 reservoir.	EFO model for the FIRO #4 reservoir	Year 2 and beyond
	4b.	Contributions to the Hydrologic Engineering Management Plan (HEMP) for developing and evaluating Water Control Plan (WCP) alternatives for the FIRO #4 reservoir.	SC approved HEMP	Year 2 and beyond
	4c.	Contributions to the formulation and support for the evaluation of the FIRO #4 reservoir WCP alternatives that leverage other work completed for the system.	As appropriate to the specific activity.	Year 2 and beyond
	4d.	Contributions to Technical Studies identified by the FIRO #4 Steering Committee.	As appropriate to the specific activity.	Year 3 and beyond
	4e.	Contributions for virtual operations and DSS for testing of WCP alternatives.	Functional virtual operations and DSS	Year 3 and beyond
	4f.	On-going support for FIRO #4 reservoir engineering as defined by the Steering Committee Co-chairs including project documents and selected outreach.	As appropriate to the specific activity.	Year 3 and beyond
<b>TASK 5</b>		<b>Water Management Engineering Research</b>		
	5a.	Pursue improvement, refinement, and adaptation of EFO model through interaction with the scientific and operational communities.	Publication of EFO model and engagement with others of common interest.	Throughout contract period.
	5b.	Collaboration with interdisciplinary team at CW3E on research and applications of common interest as approved by CW3E Director.	As appropriate to the specific activity.	Throughout contract period.



<b>TASK 6</b>		<b>FIRO Transferability</b>		
	6a.	Contribute and support the development of criteria used to select FIRO #4 reservoir.	As appropriate to the specific activity.	Year 2 and beyond
	6b.	Contribute and support the development of criteria used to select the six screening-level FIRO reservoirs.	As appropriate to the specific activity.	Year 2 and beyond
	6c.	Support data collection and analysis needed to select FIRO #4 reservoir and six screening level FIRO reservoirs.	As appropriate to the specific activity.	Year 2 and beyond
	6d.	Work with HEC engineers to integrate and/or adapt EFO methodologies and other FIRO-developed technologies into standard HEC toolsets and models.	As appropriate to the specific activity.	Year 1 and beyond

### **Period of Performance (Schedule)**

This Statement of Work covers five years with an anticipated start date of July 1, 2019. The actual start date will be governed by the administrative execution of the contract. Specific contract deliverables associated with Project Scope activities will be determined by the client at the appropriate time and recorded through correspondence.

### **Performance of Work**

All work will be performed by Chris Delaney or John Mendoza. Should either of these individuals become unavailable during the performance of this contract, SWA may substitute a similarly skilled individuals to perform the work.

### **Location of Work**

Most work will take place at SWA offices in Santa Rosa, CA. Frequent travel will be required to CW3E in San Diego as well as partner locations associated with specific FIRO projects.

### **Budget**

The total budget for the five years defined within this Statement of Work is NTE \$748,634.69. The overhead rate is 17.5%. Funds will be allocated to travel expenses and labor as required. If additional travel is required, fewer hours will be available for labor. If less travel is required, more hours will be available for labor. Labor rates beyond Year 1 include an annual 3.5% increase. The estimated annual breakdown is as follows.

<b>Year 1</b>	<b>Item</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
	Labor JJ	100	\$156.58	\$15,658.00
	Labor CD	1184	\$130.09	\$154,030.03
	Labor JM	200	\$113.63	<u>\$22,726.00</u>
	Total Labor			\$192,414.03
	Travel *			\$12,077.95
	Labor+Travel			\$204,491.98
	Overhead (17.5%)			\$35,786.10
	<b>Total</b>			<b>\$240,278.08</b>

<b>Year 2</b>	<b>Item</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
	Labor JJ	100	\$162.06	\$16,206.03
	Labor CD	1192	\$134.64	\$160,493.81
	Labor JM	200	\$117.61	<u>\$23,521.41</u>
	Total Labor			\$200,221.25
	Travel			\$12,077.95
	Labor+Travel			\$212,299.20
	Overhead			\$37,152.36
	<b>Total</b>			<b>\$249,451.56</b>
<b>Year 3</b>	<b>Item</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
	Labor JJ	100	\$167.73	\$16,773.24
	Labor CD	1199	\$139.36	\$167,148.82
	Labor JM	200	\$121.72	<u>\$24,344.66</u>
	Total Labor			\$208,266.72
	Travel			\$12,077.95
	Labor+Travel			\$220,344.67
	Overhead			\$38,560.32
	<b>Total</b>			<b>\$258,904.99</b>
<b>3-Year Totals</b>	<b>Item</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
	Labor	4376		\$600,902.00
	Travel			\$36,233.91
	Total			\$637,135.91
	Overhead (17.5%)			\$111,498.78
	<b>Grand Total</b>			<b>\$748,634.69</b>

\* Travel cost budget covers five 5-day trips to San Diego and four 2-day trips to Sacramento per year.

#### **Invoicing**

Sonoma Water Agency will invoice monthly for travel expenses and labor hours expended.

FIRO II Sonoma Water Agency  
**Cost Basis of Travel**

**Example 1. 5-day trip for 1 person from Santa Rosa to San Diego (Sunday PM – Friday PM)**

Airfare	\$368.00 *
Rental Car	\$375.00 *
Gasoline	\$13.27 *
Hotel	\$980.50 *
MI&E (5.5 days)	\$390.50 *
<b>Total</b>	<b>\$2127.27</b>

**Example 2. 1.5-day trip for 1 person from Santa Rosa to Sacramento (Monday AM – Tuesday PM)**

POV Mileage	\$110.20 * (190 miles @ \$0.58/mi)
Hotel	\$151.20 *
MI&E (1.5 days)	\$99.00 *
<b>Total</b>	<b>\$360.40</b>

**Year 1 budget allows for five 5-day trips to San Diego and four 1.5-day trips to**

<b>Sacramento.</b> (5) 5-day trips	$\$2127.27 \times 5 = \$10,636.35$
(4) 2-day trips	$\$360.40 \times 4 = \$1,441.60$
<b>Total</b>	<b>\$12,077.95</b>

\* See Attached

## RT Airfare Santa Rosa – San Diego, CA



Flight summary [Change](#) | [Remove](#)

Flight	Departs	Arrives
<i>Alaska</i> Alaska 3360 Main (L)   Nonstop   <a href="#">Details</a> <u>Distance</u> : 508 <u>mi</u>   Duration: 1h 30m Operated by SkyWest Airlines as AlaskaSkyWest Check in with Alaska Airlines	Santa Rosa/Sonoma County (STS) <u>Sun, Aug 4</u> 8:05 pm	San Diego (SAN) <u>Sun, Aug 4</u> 9:35 pm
<i>Alaska</i> Alaska 3471 Main (L)   Nonstop   <a href="#">Details</a> <u>Distance</u> : 508 <u>mi</u>   Duration: 1h 45m Operated by SkyWest Airlines as AlaskaSkyWest Check in with Alaska Airlines	San Diego (SAN) <u>Fri, Aug 9</u> 5:10 pm	Santa Rosa/Sonoma County (STS) <u>Fri, Aug 9</u> 6:55 pm

Total price for 1 passenger

**\$368.00**

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Total due now \$368.00 USD



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### Economy

Ford Fiesta Sedan or similar

5  4

 Air Conditioning

 Automatic transmission

 Unlimited mileage ①


Fuel info: Full to full ①

**\$43** per day

**\$375** total

Total includes taxes and fees


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#### Reviews


82% recommend (305 rated)

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**Risk free booking!**


Lock in this fantastic price today. **cancel free of charge** anytime.

 **Pick-up**

SAN Airport  
3355 Admiral Boland Way, San Diego, California, USA

Hours of operation  
12:00am - 11:59pm

**Shuttle to counter and car**  
Free shuttle to the rental car counter and car located off the airport.

 **Drop-off**

SAN Airport  
3355 Admiral Boland Way, San Diego, California, USA

Hours of operation  
12:00am - 11:59pm

#### Important information

Drivers under 30 or over 70 years of age may need to pay an extra fee. For additional driver charges, mileage and fuel policy, extra hours or other important information, read [rules and restrictions](#).

#### Accessories

Requests cannot be guaranteed as they are subject to availability. Payment due at pick-up.

Navigation system	No	Yes
Ski rack	No	Yes
Infant seat	No	Yes
Toddler seat	No	Yes

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✓ Free Cancellation

✓ Earn 749 Expedia Rewards points

**\$43** per day

**\$375** total

Total includes taxes and fees

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CASH	3.79	<b>Shell</b> ★★★★★ (72 reviews) 3890 Division St & Osborn St	San Diego - West	57m ago myintswe 🚗
	3.83	<b>MCX Autoport</b> ★★★★★ (134 reviews) 3800 Belleau Woods Ave & Cuba Ave	San Diego - West	14h ago kaystar1239 🚗
CASH	3.99	 <b>Chevron</b> ✓★★★★★ (90 reviews) 3774 Main St & Yama St	San Diego - West	43m ago Owner

$$3.5 \text{ gallons} \times \$3.79/\text{gal} = \$13.27$$

## Hotel Costs – San Diego, CA



7955 La Jolla Shores Drive, La Jolla, California, 92037, USA  
+1-858-551-3800

### Reservation Summary

04 Aug 2019 - 09 Aug 2019, 1 room for 1 adult 04 Aug - 09 Aug 1 room 1 adult

Your dates qualified for lower rates. Book here now.

USD - American Dollars ▼

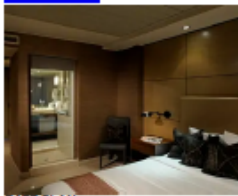
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### 1 KING BED DELUXE ROOM

Our King Bed Deluxe guest rooms are beautifully decorated. Each ...

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RATE PLAN

PRICE PER NIGHT (USD)

- [GOVERNMENT](#) US GOVERNMENT ON DUTY TRAVEL ID-TRAVEL ORDERS REQUIRED AT CHECKIN...  
Not commissionable  
\$174  
 [Select](#)
- [STATE GOVERNMENT](#) STATE GOVERNMENT OFFICIAL TRVL ID-TRAVEL ORDERS REQUIRED AT ...  
Not commissionable  
\$174  
 [Select](#)
- [GOV CONTRACTOR RATE](#) GOVERNMENT CONTRACTOR RATE ID-TRAVEL ORDERS REQUIRED AT CHECKIN ... Not commissionable  
\$242  
 [Select](#)
- [MILITARY FAMILY RATE](#) MILITARY FAMILY RATE EXCLUSIVE SAVINGS FOR ACTIVE DUTY, VETERANS ... Commissionable  
\$242  
 [Select](#)

5 nights @ (\$174 + 12.7% tax) = \$980.50

## FY 2019 Per Diem Rates for San Diego, California

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
San Diego	San Diego	\$71	\$17	\$18	\$31	\$5	\$53.25



U.S. (Global) ▾

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Education and Events

CEBS

Resources and News

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## IRS Releases 2019 Standard Mileage Rates

The Internal Revenue Service (IRS) released [Notice 2019-02](#) providing the 2019 standard mileage rates. Beginning January 1, 2019, the standard mileage rates for the use of a car (vans, pickups or panel trucks) will be:

- 58 cents per mile for business miles driven, up from 54.5 cents for 2018
- 20 cents per mile driven for medical or moving purposes, up from 18 cents for 2018
- 14 cents per mile driven in service of charitable organizations, unchanged from 2018

[Notice 2019-02](#) contains the standard mileage rates, the amount taxpayers must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that may be used in computing the allowance under a fixed and variable rate (FAVR) plan.

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## Hotel Costs – Sacramento, CA



[Hampton Inn & Suites Sacramento at CSUS](#) 


1875 65th Street, Sacramento, California, 95819, USA +1-916-451-1135

[Hotel Details](#) | [Change hotel](#)

Step 2 of 5

**Reservation Summary**

15 Jul 2019 - 16 Jul 2019, 1 room for 1 adult [Change](#)

 Your dates qualified for lower rates. Book here now.

**Narrow your results**



☐ Show Accessible Rooms

**100% Smoke-free grounds**

**Bed Types**

☒ 1 Bed

☐ 2 Beds

 Pay with Points & Money 

**Rate Types**

☐ Pay with Points

☒ Featured Rates

☐ Packages and Promotions

☐ AAA


☐ AARP

☐ CARP

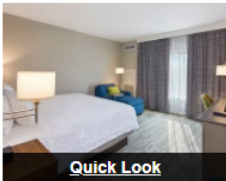
☒ Government / Military

☐ Travel Agent







[Have a special code?](#)

**KING ROOM W/ MINI FRIDGE NON SMOKING** 

Mini-fridge, free breakfast, free WiFi, work area, chair, 43-...



**Quick Look**

Rate plan	Price per night (USD)
<a href="#">Government</a> 	\$135
US GOVERNMENT ON DUTY TRAVEL ID-TRAVEL ORDERS REQUIRED AT CHECKIN...	
<a href="#">State Government</a> 	\$135
STATE GOVERNMENT OFFICIAL TRAVEL ID-TRAVEL ORDERS REQUIRED AT ...	
<a href="#">Military Family Rate</a> 	\$161
EXCLUSIVE SAVINGS ON OUR BEST AVAILABLE RATES FOR ACTIVE DUTY, ...	
<a href="#">FLEXIBLE RATE</a> 	\$179
Change or cancel up to 1 day before arrival. Pay when you stay.	
<a href="#">HONORS DISCOUNT</a> 	<del>\$179</del> \$173
Change or cancel up to 1 day before arrival. Pay when you stay. ...	
 Pay with Points & Money	

**\$135.00 + 12% tax = \$151.20**

## FY 2019 Per Diem Rates for Sacramento, California

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Sacramento	Sacramento	\$66	\$16	\$17	\$28	\$5	\$49.50