UCLA SUSTAINABILITY PLANNING
REQUEST FOR QUALIFICATIONS
SUSTAINABILITY PLANNING CONSULTING SERVICES
PROJECT NUMBER: N/A
MAY 2019
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ATTACHMENTS (Appropriate attachments may be recopied as necessary for submittal)

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I.ADVERTISEMENT FOR SUSTAINABILITY PLANNING SERVICES

UCLA requests a written response to this Request for Qualifications (RFQ) for the purpose of selecting a consulting firm to provide strategic, comprehensive and visionary services related to sustainability planning for the University.

UCLA is a member of the University of California system (UC): the top public research system in the world, and is currently ranked as the top public university. The university has comprehensive programs in sustainability curriculum and research. UC has also adopted a number of ambitious goals with timelines in the near future. Formalized through the UC Policy on Sustainable Practices, UCLA has developed numerous sustainability plans to address these goals such as carbon neutrality, zero waste, sustainable transportation, housing sustainability, water action and cleaning programs.

UCLA’s Office of Sustainability is requesting qualifications for a consultant for the development of a comprehensive sustainability plan (the “Plan”) that integrates all existing sustainability efforts and plans; engaging stakeholders to outline a clear and bold overarching sustainability vision for the campus that includes a roadmap to sustainability, integrates critical elements of all pertinent current plans under one plan, and incorporates a vision and goals for campus academic and service efforts. There is no better time to initiate this effort than 2019: the beginning of UCLA’s second century.

The complete RFQ packet will be available at http://www.capitalprograms.ucla.edu/Contracts/RFQProjects on Wednesday, May 1, 2019. Responses to the RFQ are due by 10:00 a.m. on Thursday, May 23, 2019. A shortlist of firms will be determined by a screening committee; followed by interviews with the selection committee.

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each candidate firm may be required to show evidence of its equal employment opportunity policy.

Peter E. Hendrickson, AIA
Associate Vice Chancellor, Design and Construction
UCLA Capital Programs
1060 Veteran Avenue | Box 951365
Los Angeles, CA 90095-1365
Attention: Liliana Martínez
T 310.206.3128; F 310.206.8392

For questions related to project, please contact:

Nurit Katz
Executive Officer and Chief Sustainability Officer
UCLA Facilities Management
nkatz@facnet.ucla.edu
T 310.825.4637
II. PROJECT INFORMATION AND REQUIREMENTS

A. PROJECT INFORMATION

With more than 400 faculty engaged in sustainability related research across more than 32 different research centers and institutes, a long history of ground-breaking environmental research, and award winning undergraduate, graduate and professional programs, UCLA is a global leader in the field of environment and sustainability. In addition, UCLA has been a pioneer in sustainability for decades across operations, demonstrating a commitment to practice what we teach.

Sustainability at UCLA is led through a campus wide Sustainability Committee and Executive Sustainability Committee, which is charged with creating a culture of sustainability at UCLA in which the entire UCLA community is aware of, engaged in, and committed to advancing sustainability through education, research, operations, and community service activities. Particularly active in this space are our students. Over the past decade, hundreds of students through the Institute of the Environment and Sustainability award-winning Sustainability Action Research program have been paired in teams with staff and faculty to conduct hands on applied sustainability research on campus, making recommendations and often staying involved in funding and implementation. Co-curricular activities such as energy competitions in the residence halls and collaborations with over 40 sustainability student groups on campus also create a culture of sustainability across the campus. UCLA’s faculty members are involved in making changes on campus and there is a process for faculty to have the campus serve as a living laboratory to demonstrate innovative technologies and practices for the region and the world.

UCLA’s commitment to sustainability extends beyond its walls. Through its faculty, a significant amount of research has been translated for public benefit in the form of new knowledge, inventions, policies and laws. While these efforts were primarily the work of single laboratories or small teams, in 2012, the campus realized that it could have an even greater impact by uniting the efforts of many on a common goal—transition Los Angeles County to 100% renewable energy, 100% locally-sourced water, and enhanced ecosystem health by 2050. We call this the Sustainable LA Grand Challenge. Sustainability requires multidisciplinary and multi sector solutions and UCLA’s groundbreaking Sustainable LA Grand Challenge has embodied that approach. The program builds on UCLA’s existing strengths. The initiative uses the university’s world-class research to inform a pathway to reaching these goals in close partnership with regional stakeholders and decision-makers. The initiative is positioned for success given the establishment of a sustainability leadership council co-chaired by UCLA Chancellor Block and Los Angeles Mayor Garcetti, and UCLA’s participation in the development of the first-ever sustainable county plan together with numerous regional sustainability organizations. Now working with over 200 UCLA faculty and researchers contributing to urban sustainability solutions, UCLA’s Sustainable LA Grand Challenge is a novel approach to multidisciplinary campus-wide research in sustainability, and the largest and most ambitious of its kind. Ultimately, Sustainable LA will coordinate the development of a blueprint for transitioning Los Angeles County to renewable energy, local water, and enhanced ecosystem health by 2050 in collaboration with regional partners. The campus operations will serve as a demonstration and pilot for what is possible in the region.

Current UC Sustainable Practices policy targets

1. All new construction must be certified LEED silver or higher and exceed Title 24 requirements by 20%, no new fossil fuel use
2. 1990 levels of GHG by 2020 and Carbon Neutral by 2025
3. Two percent Energy Use Intensity (EUI) reduction
4. 100% renewable energy
5. 20% sustainable food purchase by 2020
6. Maximize procurement of environmentally preferable products and services
7. Develop GHG reduction goals, sustainable fleet management and transportation demand management programs
8. 20% reduction in potable water use per capita from campus baseline by 2020 and 36% by 2025
9. Zero waste to landfill by 2020
To address many of these targets, UCLA currently has a number of sustainability-related plans in place including:

1. Carbon Neutrality Plan
2. Zero Waste Plan
3. Sustainable Transportation Plan
4. Active Transportation Plan
5. Water Action Plan
6. Housing Sustainability Strategic Plan
7. Bruin Green Cleaning Program

The university is also developing a Resilience plan and plans for green laboratory practices and UCLA Health System is developing a strategic plan for sustainability.

In 2011 UCLA participated in STARS (Sustainability Tracking Assessment and Rating System), a national assessment and rating system for campus sustainability, at a Silver rating and is currently gathering data to resubmit. The University is also currently conducting a gap analysis for Platinum level. A portion of the metrics are also submitted annually to a variety of external organizations, including Princeton Review and Sierra Magazine. These organizations weigh the data differently and have varying priorities.

**PROJECT SCOPE**

To support these efforts, UCLA is seeking to retain a consultant or consultant team (the "Consultant") with the capacity to integrate a variety of disparate plans into a single comprehensive plan that clearly articulates a cohesive sustainability vision while also informing the University’s long-range development plan. The major components of the project include the following:

1. **Project Administration** - The Consultant will lead a project kick-off meeting with UCLA’s Office of Sustainability to clarify project objectives, finalize the work plan and timeline, identify best modes and frequency of communication, and address other logistical and administrative issues such as document access and storage.

2. **Review of existing plans, targets, and gap analysis** - The Consultant will conduct a comprehensive review and analysis of all UCLA’s existing plans and policy targets, as well as a review of any plans and policy targets in draft form. As part of the review and analysis process, the Consultant will identify gaps and areas for improvement. Additionally consultants will need to review relevant campus plans such as the Strategic Plan, which is under development, and the Long Range Development Plan (including updates).

   The Consultant will share any identified gaps with the Office of Sustainability to evaluate how they should be addressed and integrated into the Plan. For example, despite comprehensive programs and curriculum, UCLA does not have specific targets in the area of academics. The consultant will make recommendations for addressing identified gaps.

3. **Stakeholder engagement** - The Consultant will convene in-person planning charrettes with all relevant internal stakeholders at UCLA. Charrettes for operations and engagement will build on existing goals and programs. A separate planning process for academics will need to address whether the plan will include any specific targets for Academics (curriculum, research etc.), or will catalogue current efforts and develop overarching vision or goals that are more qualitative.

4. **Development of the Plan** - The Consultant will develop a single comprehensive sustainability plan (the “Plan”) for the University that integrates all existing and planned sustainability-related plans and policy targets, including timeline and interim milestones. The Plan should also outline a clear and bold overarching sustainability vision for the campus. The Consultant will make recommendations on the Plan’s structure, including specific sections and subsections, which will be shared with the Office of Sustainability.
early in the draft process. The Consultant should refer to best-in-class examples from other universities, but are encouraged to create a structure that reflects UCLA’s specific approach to sustainability. The Plan is the primary deliverable for this project. The planning process should include implementation planning- governance, administration, and financial analysis where possible.

5. **Communications Strategy** - The Consultant will develop a strategy for how to best present and communicate the Plan to internal and external stakeholders, as well as the broader public. The Consultant should present the Plan in a visually engaging and accessible format.

Schedule of costs for services, travel and all other relevant costs to deliver the project; should include estimates of time and work effort requires, as well as a not-to-exceed amount.

B. **REGULATORY REQUIREMENTS**

University projects are required to conform to all applicable Federal, State and Local regulations including, but not limited to, the California Code of Regulations and the Americans with Disabilities Act.

C. **CONTRACT REQUIREMENTS**

1. All consulting services to be provided by the selected sustainability consultant shall be in accordance with the following Standard University Contract Document approved by the General Counsel to The Regents (Attachment F): University Standard Form of Professional Services Agreement (PSA)

2. University requires evidence of insurance coverage: general liability, automobile liability, and worker’s compensation. If consultant does not currently have coverage in accordance with University requirements, listed below, documentation shall be submitted indicating that such coverage will be in place prior to execution of the Consultant Agreement. Insurance limits are required per the following table:

<table>
<thead>
<tr>
<th>Insurance Limit</th>
<th>Amount</th>
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<tbody>
<tr>
<td>General Liability</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td><strong>Business Auto Liability</strong> – Each Accident – Combined Single Limit for Bodily Injury &amp; Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>Workers Comp &amp; Employers Liability</strong></td>
<td>As required by Federal &amp; State of Calif. Law</td>
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<tr>
<td><strong>Professional Liability</strong></td>
<td></td>
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<tr>
<td>Each Claim</td>
<td>$1,000,000</td>
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<tr>
<td>General Aggregate</td>
<td>$1,000,000</td>
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III. **RESPONDING TO THIS REQUEST FOR QUALIFICATIONS (RFQ)**

Please comply with the following requirements in preparing responses to this RFQ; *responsiveness to these instructions will be considered an indication of the responsiveness of the prospective consultant:*

A. **FORMAT**

Submittals should be electronic. In the submittal, cover should include the title "UCLA Sustainability Planning", the date (May 2019), and identify the firm submitting the response (with contact information provided either on the cover, or letter of interest or both).
Submittal materials shall be in an 8 ½ x 11" format, preferably in portrait orientation. Materials may be submitted as either via files sharing method, emailed to Lmartinez@capnet.ucla.edu or one (1) electronic USB/CD copy in PDF format. Clearly label submittals with the UCLA project name(s) and project number(s).

A table of contents shall be included.

Headings shall be provided to separate and identify each Submittal Requirement described below. The headings shall be numbered to correspond to each requirement.

B. SUBMITTAL REQUIREMENTS FOR QUALIFICATIONS

RFQ submittals shall contain the following response items:

**Letter of Interest:** Provide a very concise letter (1 page preferred) that expresses the candidate firm’s interest in the project and summarizes the firm’s capabilities for providing the requested Consulting services.

**Candidate firm qualifications:** Complete and submit a Statement of Qualifications (SOQ) form (Attachment B) for the services proposed.

**Relevant Experience information form:** (Attachment B) Complete this form for each of five relevant experience projects for which your firm provided professional services.

**Firm Information:** Submit a copy of the firm’s written procedures for assuring the quality of the services offered, including current inclusions for the following: personnel evaluation and training.

Submit other relevant information as desired, such as the firm’s promotional brochure or a discussion of recent relevant work.

**Project Team Organization:** Provide the names and positions of principal officers of the firm and the registered professional in charge. Provide an organizational chart indicating the relationships between the firm’s staff members proposed to have responsibilities related to the project. Indicate on the chart the names of key personnel and their titles.

**Key Staff:** Identify by name and title key staff members who will be assigned to the project or who will otherwise play a major role in the project. Briefly describe each individual’s role. Include both field and supervisory personnel.

Submit a resume for each key staff member identified above. Include specialty certifications and relevant experience with similar projects, and describe the role or duties performed on each project.

**Claims History:** Provide an accurate summary of any claims initiated against your firm in the past five (5) years and any currently pending claims.

**Letter of Acceptance of University Documents:** The candidate firm shall carefully review the University Standard Professional Services Agreement listed in and included in Attachment F.

A letter prepared on the firm’s letterhead shall state acceptance of these Standard University Contract Documents as written. Consultant shall assume that terms bearing on the firm’s potential liability (e.g. insurance and indemnity provisions) will not be altered. University reserves the right to modify these documents prior to execution.

**Certificate of Insurance:** The candidate firm shall submit a Certificate of Insurance (photocopy) indicating the firm’s present coverage. And, if required, a letter from the surety indicating the firm’s ability to obtain the required insurance coverage.
University of California Business Information Form: Complete, sign and submit a University of California Self-Certification Form – Professional Consultant (Attachment D), including the self-certification statement at the bottom the privacy notification.

C. RATE INFORMATION REQUIREMENTS –

Complete and submit Worksheet (Attachment E) with the relevant services that the consultant proposes to provide.

Submit the completed Worksheet in a separate PDF file, emailed solely to Lmartinez@capnet.ucla.edu. Clearly marked in the subject matter: UCLA Sustainability Planning Worksheet. The purpose of requiring submittal of this Worksheet at the same time as submittal of professional qualifications is to allow negotiations to commence, consistent with statutory requirements, as soon as practicable following notification of selection. Once consultants have been ranked in the statutory order, the University will open the PDF file only of the candidate ranked most qualified and begin negotiations. Should the University and said candidate fail to successfully complete negotiations, the University will open the PDF file only of the candidate ranked next most qualified and begin negotiations as indicated. The University will proceed through list of candidates until successful negotiations are competed or the list of candidates is exhausted.

The separate PDF file for the project shall be clearly labeled with the firm name, UCLA project name, and project number.

D. PROCESS FOR SCREENING AND SELECTION OF CONSULTANTS

1. The Screening Committee will review the submittals and provide a list to the Selection Committee of a representative number of consultants who appear to be qualified for the services required.

2. The Selection Committee will conduct interviews with the shortlisted consultants and make recommendations to the University’s responsible administrator for approval.

3. Upon approval of the recommendations, UCLA will notify the first-selected consultant and will commence negotiation of the Consultant Agreement. At that point, the sealed proposal will form the basis of negotiations.

4. Prior to execution of the Consultant Agreement, the selected firm shall submit a Certificate of Insurance confirming UCLA as a co-insured at the required coverage limits.

E. SCHEDULE FOR SCREENING AND SELECTION OF CONSULTANTS

In accordance with established University procedures, UCLA will review all submittals in response to the RFQ and will select the most qualified firm for the projects. The anticipated selection process schedule is as follows:

1. The complete request for qualifications (RFQ) packet will be available at www.capitalprograms.ucla.edu/Contracts/RFQProjects Wednesday, May 1, 2019.

2. 10:00 a.m. on Thursday, May 23, 2019: RFQ submittals due at UCLA Capital Programs and should be delivered electronically. In the event that any hard copies of materials are required such as a CD, hand delivery is encouraged to ensure prompt receipt of submittals; do not use U.S. Mail.

3. Interviews are anticipated to be held in mid-June, 2019.

4. The UCLA Screening and Selection Committees will review submittals and conduct interviews with shortlisted firms.
F. DELIVERY RFQ RESPONSES TO UCLA CAPITAL PROGRAMS

**Submitting Documents:** To be considered for this study, provide either via files sharing method, emailed **solely** to Lmartinez@capnet.ucla.edu or one (1) electronic USB/CD copy in PDF format of the RFQ submittal documents outlined above in section III. no later than **10:00 a.m. on Thursday, May 23, 2019.**

**Do not send by U. S. Mail** No later than the date and time indicated in the Advertisement for Sustainability Planning Services.

**Please deliver submittal to:**

![UCLA](UCLA.png)

UCLA Capital Programs  
**Attention:** Liliana Martínez  
E: Lmartinez@capnet.ucla.edu  
T 310.206.3128 F 310.206.8392

Submittals received by Capital Programs after the deadline will not be considered valid responses and will not be evaluated by the University. Submittals received by the deadline become the property of, and will not be returned by, the University. The University reserves the right to reject any or all responses.
SELECTION CRITERIA: ATTACHMENT A

Note: Not all items below will be weighted the same by the Screening and Selection Committees.

1. Relevant Project Experience - Applicant’s demonstration of adequate and meaningful experience with sustainability planning projects of similar/comparable type and scope. Preference may be given to applicants with University of California, and/or other university work, and whose relevant project experience is with the same project team submitted for the proposed project.

2. Responsiveness to Project Requirements - Applicant’s demonstrated success in completing similar/comparable sustainability planning projects consistent with program, budget, and schedule. Evaluation of prospective teams will include consideration of responsiveness to project requirements and clients on previous projects, and the quality of the relationships maintained throughout these projects. Attentiveness to and compliance with RFQ instructions, interview requirements, and other aspects of the selection process will be taken as an indication of responsiveness.

3. Project Team Members’ Qualifications - Availability of skilled personnel with relevant education, qualifications, and experience, knowledge and expertise in developing sustainability plans for universities.

4. Subconsultants’ Qualifications - Demonstration of relevant project experience and capability of applicant’s consultants.

5. Management and Document Production Capability - Applicant’s demonstrated success in providing comprehensive sustainability project management services and project team coordination and providing prompt, organizationally resourceful and effective services. Summary of process and techniques that will be used to maintain a collaborative, efficient, and on-time project.

6. Client Responsiveness - Applicant’s demonstrated success in establishing effective working relationships with client administrative and technical staff, user representatives, client consultants, construction managers, and contractors.

7. Documented Experience and Qualifications
   a. Number and type of projects relevant to the contract requirements. Familiarity with sustainability planning for universities, municipalities or other large complex organizations.
   b. Quality control/procedures
   c. Other relevant information requested in section III.B

8. Compliance with Contract Requirements

9. Proximity of Firm’s Office to Project Site

     Applicant’s demonstration of a company Equal Opportunity Employment policy and compliance with applicable federal law pertaining to Equal Opportunity Employment. The University follows a policy of equal opportunity in University business contracting.
STATEMENT OF QUALIFICATIONS: ATTACHMENT B

1. Firm Name: __________________________________________________________

2. Business Address: _____________________________________________________
____________________________________________________________________

3. Year Firm Established: _________ Telephone: ______________________________
Fax: __________________________ Email: ________________________________

4. Type of Organization (Check one):
   a. Sole Proprietorship ( ) b. Partnership ( ) c. Corporation ( ) d. Joint Venture ( )

5. Principals (P) and Associates (A) (Check "P" or "A" for each) who would work on this project:

<table>
<thead>
<tr>
<th>NAME</th>
<th>P</th>
<th>A</th>
<th>DEGREE OR CERTIFICATE</th>
<th>INSTITUTION</th>
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6. Current number and past five-year average number of staff employed in applicant’s office where key
staff for the proposed project(s) are located.

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<thead>
<tr>
<th>Staff Type</th>
<th>Current</th>
<th>5-year</th>
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<tbody>
<tr>
<td>a. Consultants</td>
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<td>b. Analysts</td>
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<tr>
<td>c. Clerical</td>
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<tr>
<td>e. Other</td>
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</table>
7. List five (5) major sustainability planning projects within the past ten (10) years that demonstrate applicant’s experience with projects similar to the proposed project.

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>OWNER &amp; CONTACT</th>
<th>YEAR</th>
<th>CONSULTANT COST</th>
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</thead>
<tbody>
<tr>
<td>i.</td>
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<td>ii.</td>
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<td>iii.</td>
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<td>iv.</td>
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<td>v.</td>
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8. References confirming firm’s stated project experience (SOQ) in executing the identified contract requirements:

   a. __________________________________________________________
   b. __________________________________________________________
   c. __________________________________________________________

By (name and signature): ___________________________ Date: _____________
# Consulting Professional Only - Attachment C: To Be Completed by All Firms or Individuals Proposing to Do Business with the University of California, Los Angeles

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th>CONTACT PERSON:</th>
<th>(Indicate Ms., Mr., etc.)</th>
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</thead>
<tbody>
<tr>
<td>DBA (IF APPLICABLE):</td>
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<tr>
<td>STREET ADDRESS:</td>
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<tr>
<td>MAILING ADDRESS (if different from street address):</td>
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<td>TELEPHONE NO.:</td>
<td>TOLL FREE NO.:</td>
<td>FAX NO.:</td>
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<tr>
<td>E-MAIL:</td>
<td>TAX IDENTIFICATION NUMBER:</td>
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Are any of the owners or owners’ relatives currently employed by the University of California?  

- Yes  
- No

## PRINCIPALS (P) & ASSOCIATES (A)

<table>
<thead>
<tr>
<th>Name</th>
<th>P</th>
<th>A</th>
<th>Degree or Certificate</th>
<th>Institution</th>
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Indicate dollar range of projects in which your firm would be interested. Check all that apply.

- [ ] Up to $250,000
- [ ] $250,000-$1,000,000
- [ ] $1,000,000-$5,000,000
- [ ] Over $5,000,000

## Areas of Expertise:

Registration No:

Ownership of Business (Check One):

- [ ] Corporation
- [ ] Partnership
- [ ] Individual/Sole Proprietorship

Year Established: _______

Ownership Status Categories: (Place an “X” in the boxes that best describe your firm’s ownership)

<table>
<thead>
<tr>
<th>Type of Business</th>
<th>Asian/Indian</th>
<th>Asian/Pacific American</th>
<th>Black African American</th>
<th>Hispanic American</th>
<th>Native American Indian</th>
<th>White Caucasian American</th>
<th>Other</th>
<th>Disabled Veteran</th>
<th>Socially &amp; Economically Disadvantaged</th>
</tr>
</thead>
<tbody>
<tr>
<td>LARGE BUSINESS</td>
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<td>Woman Owned</td>
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<td>Man Owned</td>
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<td></td>
<td></td>
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<tr>
<td>SMALL BUSINESS</td>
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<td></td>
<td></td>
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<tr>
<td>Woman Owned</td>
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<td>Man Owned</td>
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</tbody>
</table>

Please return this profile to University of California, Los Angeles, Capital Programs, Contract Administration, 1060 Veteran Avenue, Los Angeles, CA 90095-1365. If you have any questions, call Contract Administration at 310.825.7015.

Signature  
Title  
Date
ATTACHMENT D: SELF-CERTIFICATION

Check the Business Categories that Apply:

☐  LARGE BUSINESS ENTERPRISE (LBE): A firm whose AVERAGE GROSS RECEIPTS, taken for the last three fiscal years (total revenue compiled over the three-year period divided by 3), EXCEED $2,500,000 PER YEAR.

☐  SMALL BUSINESS ENTERPRISE (SBE): A business whose AVERAGE GROSS RECEIPTS, taken for the last three fiscal years (total revenue compiled over the three-year period divided by 3), DO NOT EXCEED $2,500,000 PER YEAR.

☐  DISADVANTAGED BUSINESS ENTERPRISE (DBE): A business concern which is at least 51% owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more such individuals. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free private enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. Business owners who certify that they are members of named groups (Asian-Indian Americans, Asian-Pacific Americans, Black Americans, Hispanic Americans, Native Americans) are to be considered socially and economically disadvantaged.

☐  WOMEN-OWNED BUSINESS ENTERPRISE (WBE): A business that is at least 51% owned by a woman or women who also control and operate it. “Control” in this context means exercising the power to make policy decisions. “Operate” in this context means being actively involved in the day-to-day management.

☐  DISABLED VETERAN BUSINESS ENTERPRISE (DVBE): A business that is at least 51% owned by one or more disabled veterans or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more such individuals. A Disabled Veteran is a veteran of the military, naval, or air service of the United States with a service-connected disability who is a resident of the State of California. To qualify as a veteran with a service-connected disability, the person must be currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the armed forces.
PRIVACY NOTIFICATION

The State of California Information Practices Act of 1977 requires the University to provide the following information to individuals who are asked to supply information about themselves.

The principal purpose for requesting the information on this form is for use in the selection process for design professionals commissioned by the university. University policy authorizes maintenance of this information.

Furnishing all information requested on this form is mandatory. Failure to provide such information will delay or may even prevent completion of the action for which the form is being filled out. Information furnished on this form will be used by University of California, Los Angeles in the consideration of commissions to design professionals.

Individuals have the right to access this record as it pertains to themselves.

The official responsible for maintaining the information contained on this form is:

Kip Baker, Contracts Administrator
UCLA Capital Programs, Contracts Administration
1060 Veteran Avenue
Box 951365
Los Angeles, CA 90095-1365

I hereby certify under penalty of perjury under the laws of the State of California that I have read this certification and know the contents thereof, and that the business category indicated above reflects the true and correct status of the business in accordance with Federal Small Business Administration criteria and Federal Acquisition Regulations, FAR 19 pertaining to small, disadvantaged, woman, disabled veteran, small and disadvantaged, and small and woman-owned business enterprises. I understand that falsely certifying the status of this business, obstructing, impeding or otherwise inhibiting any University of California official who is attempting to verify the information on this form may result in suspension from participation in University of California business contracts for a period up to 5 years and the imposition of any civil penalties allowed by law.

INFORMATION FURNISHED BY:
(Print or Type Name of Owner and/or Principal)

NAME OF BUSINESS:

NAME: ___________________________ TITLE: ___________________________

SIGNATURE: ______________________ DATE: ____________________________
INSURANCE REQUIREMENTS FOR CONSULTANT FIRMS WORKING WITH THE UNIVERSITY OF CALIFORNIA

The companies affording policies must have a Best rating of A- or better and a financial classification of VIII or better, or a rating by Standard & Poor of AA or better, or a Moody’s rating of AA or better.

TYPES OF INSURANCE

1) **General Liability Insurance** (Comprehensive or Commercial Form): Shall provide $1,000,000 coverage for each of the following: Each Occurrence and Personal and Advertising Injury. Shall provide $2,000,000 coverage for each of the following: Products/Completed Operations Aggregate and General Aggregate.

2) **Business Automobile Liability Insurance**: For owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.

3) **Worker’s Compensation**: As required by the State of California law.

4) **Professional Liability Insurance**: Amount of coverage required is determined by size of project. For pre-design study work done under a Professional Services Agreement (PSA), major capital projects require coverage of $1,000,000 per claim and $1,000,000 in the aggregate.

ADDITIONAL REQUIREMENTS

1) Insurance company must complete University's Certificate of Insurance form. This form provides that Consultant’s insurance shall be the primary insurance as respects to the University and that any insurance or self-insurance maintained by the University shall be in excess of and non-contributory with Consultant’s insurance.

2) Coverage may not be cancelled without ten (10) days advance written notice to University.

3) If insurance policies are cancelled for non-payment, University reserves the right to maintain policies in effect by continuing to make the policy payments; cost of so maintaining the policies will be assessed against Consultant.

4) The General Liability Insurance policy and the Business Automobile Liability Insurance policy must name The Regents of the University of California as an Additional Insured.

5) All insurance policies shall apply to the negligent acts or omissions of Consultant, its officers, agents, and employees, and to Consultant's legal responsibility for the negligent acts or omissions of its subconsultants and anyone directly or indirectly under the control, supervision, or employ of Consultant or subconsultants.
### ATTACHMENT: SUSTAINABILITY PLANNING CONSULTING WORKSHEET

**UCLA Project Name:** Universitywide Sustainability Planning  
**UCLA Project No.:**  
**Project Manager:** Nurit Katz  
**Date:**  
**Contact Person:**  
**Telephone/Fax:** /  

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**TOTAL ESTIMATED COST FOR SUSTAINABILITY PLANNING CONSULTING SERVICES** $  

**REMARKS:** ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. ................................................................. .................................................................
PROFESSIONAL SERVICES AGREEMENT
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
{TBD}

This AGREEMENT is made on the ________ day of __________ in the year _______ between The Regents of the University of California, a California corporation, hereinafter called "University" and {TBD} hereinafter called "Consultant," to furnish certain services upon the following terms and conditions:

I. CONSULTANT SERVICES AND RESPONSIBILITIES

A. Consultant shall furnish the following services:

1. Act as a consultant to the University of California, Los Angeles, to perform {SCOPE OF SERVICES}, as required and authorized by University. Under this Agreement, Consultant may perform pre-design services but in no event does this Agreement authorize the preparation of any design documents, including Schematic Design. University will authorize Consultant to perform specific services by the issuance of a Written Authorization(s) on the form contained in the Exhibits. Each Written Authorization will state the specific services to be performed, the schedule for their completion, and the method of compensation in accordance with Paragraph IV.

2. Furnish drawings, documents, reports, surveys, renderings, exhibits, models, prints, and photographs, and other materials as required and as authorized by University.

3. {NOTE: THIS PARAGRAPH USED ONLY IF APPLICABLE TO SCOPE; OTHERWISE MARKED “NOT USED”} Perform inspection services as described, pursuant to Written Authorization.

B. {NOTE: THIS PARAGRAPH USED ONLY IF CONSULTANT MAY ALSO ACT AS PROJECT’S DESIGN PROFESSIONAL; OTHERWISE MARKED “NOT USED”} Consultant hereby represents to University that:

1. Consultant acknowledges that it has been selected to perform services for the Project including services as Design Professional under the Executive Design Professional Agreement (EDPA) in the Exhibits;

2. Consultant acknowledges that University has deferred negotiations on a fee for Basic Services and rate schedule for Additional Services described in the EDPA; and

3. Consultant has read and understood the EDPA in the Exhibits and agrees to all of its terms and provisions.

C. {NOTE: THIS PARAGRAPH USED ONLY IF CONSULTANT MAY ALSO ACT AS PROJECT’S DESIGN PROFESSIONAL; OTHERWISE MARKED “NOT USED”} If University requires Consultant’s services as Design Professional for the Project, Consultant agrees to the following:

1. Consultant will not request any modifications to those terms and provisions to the EDPA and will execute the EDPA in the form in the Exhibits; and

2. Consultant will negotiate in good faith both a fee to perform the Basic Services and a rate schedule to perform Additional Services based on its then current rate structure consistent with its normal practice and consistent with University guidelines for fees and rates for similar projects.
II. TERM

A. Order Period. The period of time for issuance of written Authorizations to Perform Services (hereinafter "Order Period") shall be from {TBD} to {TBD}.

B. Period of Performance. The period of performance under the Agreement shall be as specified in any written Authorizations to Perform Services, or subsequent revisions thereto, issued during the Order Period. However, the period of performance shall not commence prior to the date of execution of any such written Authorization.

C. University-Initiated Termination.

1. If University determines that Consultant has failed to perform in accordance with the terms and conditions of this Agreement, University may terminate all or part of the Agreement for cause. This termination shall become effective if Consultant does not cure its failure to perform within 10 days (or more, if authorized in writing by University) after receipt of a notice of intention to terminate from University specifying the failure in performance. If a termination for cause does occur, University shall have the right to withhold monies otherwise payable to Consultant until the services under this Agreement are completed. If University incurs additional costs, expenses, or other damages due to the failure of Consultant to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to Consultant upon completion of the services to be provided under this Agreement. If the costs, expenses, or other damages incurred by University exceed the amounts withheld, Consultant shall be liable to University for the difference.

2. University may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case University will pay Consultant for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination less any costs, expenses or other damages due to the failure of Consultant to properly perform pursuant to the Agreement. In ascertaining the services actually rendered up to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to University or in the possession of Consultant, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.

D. Consultant -Initiated Termination.

Consultant may terminate this Agreement for cause if University fails to cure a material default in performance within a period of 30 days, or such longer period as Consultant may allow, after receipt from Consultant of a written termination notice specifying the default in performance. In the event of termination for cause by Consultant, University will pay Consultant in accordance with subparagraph II.C.2.

III. GENERAL PROVISIONS

A. Independent Contractor. Consultant shall perform the services hereunder as an independent contractor and not as an agent or employee of University.

B. Consultant Hiring. Consultant shall not hire any officer or employee of University to perform any service covered by this Agreement. If the service is to be performed in connection with a federal contract or grant, Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

C. Subconsultants. Consultant shall cooperate with other professionals employed by University in the production of other work related to its services. Subject to approval by University, Consultant shall contract for or employ, at its expense, such professional subconsultants as Consultant deems necessary for the completion of the services. Consultant may hire the
services of subconsultants with University approval in place of or in addition to those employed or retained by Consultant. Consultant is as responsible for the performance of its subconsultants as it would be if it had rendered these services itself. Nothing in the foregoing procedure shall create any contractual relationship between University and the professionals employed by Consultant under the terms and conditions of this Agreement. Consultant is solely responsible for payment of any subconsultants.

D. **Legal and Regulatory Compliance.** Consultant shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards.

E. **Copyright, Ownership and Use of Materials.** Consultant hereby assigns to the University all right, title, and interest, including, but not limited to, copyright and all copyright rights, in all Materials created by Consultant in its performance under this Agreement and/or delivered to the University hereunder and shall execute any documents necessary to effectuate such assignment, with the exception that Consultant hereby grants to the University an irrevocable, fully-paid up, royalty-free license to use any document provided to the University including without limitation any document known as a "detail." Consultant warrants that it has the lawful right to grant the foregoing license to the University. In the event Consultant uses any individual who is not a full-time employee of Consultant or entity to perform any work required of it pursuant to this Agreement, Consultant shall require said individual or entity to sign an agreement containing identical wording as the foregoing with the exception that word "Consultant" is to be replaced with the individual's or entity's name. Materials constitute all written and other tangible expressions, including, but not limited to, drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, etc. All Materials furnished by the Consultant hereunder shall be and shall remain the property of the University. In the event of Agreement termination by either party for any reason, as provided under this Agreement, the University will have the right to receive, and the Consultant shall promptly provide to the University, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant for the services under this Agreement. In the event of termination, and any dispute regarding the amount to be paid under this Agreement notwithstanding, the University retains the right to receive and use any such documents or materials. The foregoing provisions shall survive the term and termination of this Agreement.

F. **Consultant's Accounting Records.** Consultant's Accounting Records. All books and records relating to this Agreement shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS). University or University's authorized representative shall have access to and the right to audit and the right to copy all of Consultant's books and records. Consultant records shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available); contracts; payroll records; subconsultant agreements; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this agreement. All such books and records shall be preserved for a period of at least 3 years from the date of Final Payment under this Agreement.

G. **Conflict of Interest.** Consultant affirms that to the best of its knowledge there exists no actual or potential conflict between Consultant's family, business, or financial interests (including services provided to another client) and the services provided under this Agreement, and that in the event of a change in either the private interests or services under this Agreement, any questions regarding a possible conflict of interest that may arise as a result of this change shall be disclosed in writing to University. Consultant shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to Consultant.

H. **Successors and Assigns.** If Consultant transacts business as an individual, upon Consultant's death or incapacitation, University will automatically terminate this Agreement.
as of the date of such event. If so terminated, neither Consultant nor Consultant's estate shall have any further right to perform hereunder, and University shall pay Consultant or the estate the prorated unpaid compensation due under Article IV for any services rendered prior to this termination.

If there is more than one Consultant, and any one of them dies or becomes incapacitated, and the others continue to render the consulting services covered herein, University will make payments to those continuing as though there had been no death or incapacitation; University will not be obliged to take any account of the person who died or became incapacitated or to make any payment to this person or this person's estate. These provisions shall apply in the event of progressive or simultaneous occasions of death or incapacitation among any group of persons named as Consultant herein; if death or incapacitation befalls the last member of this group before the services of this Agreement are fully performed, then the rights shall be as if there had been only one Consultant.

This Agreement shall be binding upon University and Consultant and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by Consultant without the prior written consent and approval of University.

I. Information Furnished by University. If required for the performance of Consultant's services, University will furnish information, surveys, reports, as-builts, and other materials at University's expense.

J. Statistical Reporting. At the commencement of performance, Consultant shall complete and submit, and require each Subconsultant who performs services under this Agreement to complete and submit, a Self-Certification on the form contained in the Exhibits. At the completion of work and prior to final payment, Consultant shall complete and submit a Final Distribution of Contract Dollars under this Agreement on the form contained in the Exhibits.

K. Confidentiality. Consultant shall use his or her best efforts to keep confidential a) any information produced or created by Consultant under this Agreement including but not limited to test results, sampling results, data, plans and reports; b) any information provided by University and marked "Confidential Information"; or c) any oral information conveyed to Consultant by University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. In the event that Consultant determines that it has a legal obligation to disclose such Confidential Information pursuant to a third party demand, Consultant shall notify the University in writing of its receipt of such demand and of Consultant's determination that it has a legal obligation to disclose Confidential Information. Consultant shall not disclose any such Confidential Information until at least ten (10) days from the date of receipt by University of Consultant’s written notice. This nondisclosure provision shall not apply to any of the following:

1. Information which Consultant can demonstrate by written records was known to him or her prior to the effective date of this Agreement;

2. Information that is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Consultant; or

3. Information that is obtained lawfully from a third party.

L. Survival. The provisions of this Agreement which by their nature survive expiration or termination of the Agreement or Final Completion of any related Project or the performance of services under this Agreement, including any and all warranties, confidentialities, indemnities, payment obligations, and University's right to audit Consultant’s books and records, shall remain in full force and effect after any expiration or termination of the Agreement or Final Completion of any related Project or the performance of services under this Agreement.
M. **UC Fair Wage.** Consultant shall pay all persons providing services and/or any labor on site, including any University location, no less than 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) and shall comply with all applicable federal, state and local working condition requirements.

N. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed via a University approved digital signature process and shall have the same force and effect as the use of a manual signature. University reserves the right to reject any digital signature that cannot be positively verified by the University system as an authentic digital signature.

IV. COMPENSATION

A. Compensation payable by University under this Agreement shall not exceed $\{TBD\}.

B. University will have the right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

C. University will compensate Consultant for the scope of services provided in accordance with this Agreement, computed as follows:

1. For each Written Authorization, a maximum payment shall be established that shall not be exceeded without the prior written approval of University.

2. All fees shall be in accordance with Consultant Rate Schedule contained in the Exhibits. Unless otherwise provided in Consultant Rate Schedule, rates shall not be changed except in accordance with Subparagraph VIII.A. Alternatively, a lump-sum fee may be negotiated.

3. Payments to Consultant shall be made monthly, subsequent to University's receipt of an invoice itemizing the fees and reimbursable expenses for each Written Authorization for the month invoiced.

4. Reimbursable expenses are actual expenditures made by Consultant and Consultant's employees and subconsultants in accordance with the Reimbursement Schedule contained in the Exhibits. Such reimbursable expenses will be paid in addition to the fees for services under this Agreement.

V. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

1. Consultant shall indemnify, defend, and hold harmless University and its Regents, officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the performance of services or Consultants other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from (1) the negligent acts or omissions of Consultant, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom Consultant is responsible (collectively, "Indemnitor"); (2) the breach by Indemnitor of any of the provisions of this Agreement; or (3) willful misconduct by Indemnitor.

2. The indemnification obligations under this Article V shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. The obligation to defend shall arise regardless of any claim or assertion that Indemnitee caused or contributed
to the Losses. Indemnitor’s reasonable defense costs (including attorney and expert fees) incurred in providing a defense for Indemnitees shall be reimbursed by University except to the extent such defense costs arise, under principles of comparative fault, from Indemnitor’s (a) negligent acts or omissions; (b) breach of any of the provisions of this Agreement; or (c) willful misconduct.

3. Consultant shall indemnify, defend, and save harmless Indemnitee from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use by Indemnitee of any documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.

4. Nothing in this Agreement, including the provisions of this Article V, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

B. INSURANCE

1. Insurance Requirements. Consultant, at Consultant’s sole cost and expense, shall insure its activities in connection with this Agreement, and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under subparagraph V.B shall not in any way limit the liability of Consultant.

   a. Commercial-Form General Liability Insurance with coverage and minimum limits as follows:

      i. Each Occurrence ${TBD}
      ii. Products Completed, Operations Aggregate ${TBD}
      iii. Personal and Advertising Injury ${TBD}
      iv. General Aggregate ${TBD}

   b. Business Automobile Liability Insurance for owned, scheduled, nonowned, and hired automobiles, with a combined single limit of no less than ${TBD} per accident.

   c. Professional Liability Insurance with limits of ${TBD} per claim and ${TBD} in the aggregate.

   d. If the above insurance (subparagraphs V.B.1.a – V.B.1.c) is written on a claims-made basis, it shall be maintained continuously for a period of no less than 3 years after the date of Final Completion of the services authorized pursuant to each Written Authorization executed. The insurance shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation, coverage for professional services as called for in this Agreement. Insurance required by subparagraphs V.B.1.a-V.B.1.c shall be (i) issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody’s) or (ii) guaranteed, under terms consented to by University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody’s).
e. Workers' Compensation and Employer's Liability Insurance as required by Federal and State of California law. Insurance required by this subparagraph V.B.1.e shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor's or Moody's); or (ii) that are acceptable to University.

f. Consultant, upon the execution of this Agreement, shall furnish University with Certificate of Insurance evidencing compliance with this Article V, including the following requirements:

i. Consultant shall have the insurance company complete University's Certificate of Insurance on the form contained in the Exhibits. If Consultant's insurance company refuses to use University's Certificate of Insurance form, it must provide a Certificate of Insurance (and endorsements, if needed) evidencing compliance with subparagraph V.B. and Special Provisions 1 through 3 on the Certificate of Insurance Exhibit. It alone constitutes evidence of insurance.

ii. If insurance policies are canceled for non-payment, University reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against Consultant.

iii. University, University's officers, agents, employees, consultants, University's Representative, and University's Representative's consultants, regardless of whether or not identified in the Contract Documents or to Consultant in writing, will be included as additional insureds on Consultant's general liability policy for and relating to the Work to be performed by Consultant and Subcontractors. Consultant's general liability insurance policy shall name University as an additional insured pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04). The General Liability coverage shall contain a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance. This requirement shall not apply to Worker's Compensation and Employer's Liability Insurance. The Professional Liability insurance policy shall include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage for liability that would exist in the absence of the contract.

iv. The General Liability and the Professional Liability insurance policies shall apply to the negligent acts, or omissions of Consultant, its officers, agents, employees, and for Consultant's legal responsibility for the negligent acts or omissions of its consultants and anyone directly or indirectly under the control, supervision, or employ of Consultant or Consultant's consultants.

VI. STATUTORY AND OTHER REQUIREMENTS

A. NONDISCRIMINATION

1. In connection with the performance of the Consultant pursuant to this Agreement, the Consultant shall provide equal treatment to, and not willfully discriminate against or allow harassment of, any employee or applicant for employment on the basis of:
race; color; religion; ancestry; national origin; sex; age; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the California Government Code); marital status; gender identity; pregnancy; citizenship (within the limits imposed by law or by The Regents' policy and including cancer-related or genetic characteristics); or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). Consultant will also take affirmative action to ensure that any such employee or applicant for employment is not discriminated against on any of the bases identified above. This equal treatment shall apply, but shall not be limited to, the following: upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Consultant also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that qualified applicants will receive consideration for employment without regard to: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). For purposes of this provision: (1) "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth; and (2) "Service in the uniformed services" includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.

B. PREVAILING WAGE RATES

1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors.

2. Consultant shall comply and shall ensure that all subcontractors or subconsultants comply with prevailing wage law pursuant to the State of California Labor Code, including but not limited to Sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6 of the State of California Labor Code. Compliance with these sections is required by this Contract. The Work under this Contract is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. References to Covered Services hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the State of California Department of Industrial Relations.

3. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the Written Authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at University's principal facility office and will be made available to any interested party upon request. By this reference, such schedule is made part of this Agreement. Consultant shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Consultant in the execution of the Covered Services hereunder. Consultant shall cause all subcontracts or subconsultant agreements to include the provision that all
subcontractors or subconsultants shall pay not less than the prevailing wage rates to all workers employed by such subcontractor or subconsultants in the execution of the Covered Services hereunder. Consultant shall forfeit to University, as a penalty, not more than $200 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by Consultant or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from Consultant fee. Consultant shall 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 Covered Services hereunder performed by Consultant or any subcontractor or subconsultant, the amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

C. PAYROLL RECORDS

1. Consultant and all subcontractors or subconsultants shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by Consultant or subcontractors or subconsultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Consultant on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.

b. A certified copy of all payroll records shall be made available for inspection upon request to University, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of Consultant or subcontractors or subconsultants. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by University shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

2. Consultant shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. Consultant shall inform University of the location of such payroll records for the Written Authorization, including the street address, city, and county; and Consultant shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this subparagraph or with the State of California Labor Code Section 1776, Consultant shall have 10 days in which to comply following receipt of notice specifying in what respects Consultant must comply. Should noncompliance still be evident after the 10-day period, Consultant shall forfeit to University, as a penalty, $100 for each day, or portion thereof, for each
worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from Consultant fee.

D. APPRENTICES

1. Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by Consultant and subcontractors or subconsultants as apprentices for the Covered Services hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to Section 1777.5. The Consultant bears responsibility for compliance with this section for all apprenticeable occupations.

2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.

3. When Consultant or subcontractors or subconsultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, Consultant or subcontractors or subconsultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the Written Authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, for a certificate approving Consultant or subcontractors or subconsultants under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeypersons who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for every 5 hours of journeyperson work, except as permitted by law. Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeypersons fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

4. “Apprenticeship craft or trade,” as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

5. If Consultant or subcontractors or subconsultants employ journeypersons or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the Written Authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, Consultant and subcontractors or subconsultants shall contribute to the fund or funds in each craft or trade in which they employ journeypersons or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. Consultant may include the amount of such contributions in computing its compensation under the Agreement; but if Consultant fails to do so, it shall not be entitled to any additional compensation therefore from University.
6. In the event Consultant willfully fails to comply with this subparagraph VI.D, it will be considered in violation of the requirements of the Agreement.

7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Consultant or subcontractors or subconsultants of journeyperson trainees who may receive on-the-job training to enable them to achieve journeyperson status in any craft or trade under standards other than those set forth for apprentices.

E. WORK DAY

1. Consultant shall not permit any worker providing Covered Services to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Consultant shall forfeit to University, as a penalty, $25 for each worker employed in the execution of this Agreement by Consultant, or any subcontractors or subconsultant, for each day during which such worker is required or permitted to work providing Covered Services more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this subparagraph or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the compensation otherwise due under this Agreement. Consultant and each subcontractor or subconsultant shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed under this Agreement, which record shall be kept open at all reasonable hours to the inspection of University, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

F. PATIENT HEALTH INFORMATION

1. Consultant acknowledges that its employees, agents, subcontractors, consultants and others acting on its behalf may come into contact with Patient Health Information ("PHI") while performing work at the Project Site. This contact is most likely rare and brief (e.g. walking through a clinic where patient files may be visible, overhearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Consultant shall immediately notify University's Representative of any such contact. Any and all forms of PHI should not be examined closer, copied, photographed, recorded in any manner, distributed or shared. Consultant will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If Consultant, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, Consultant will report such actions immediately to University's Representative. Consultant will immediately take all steps necessary to stop any such actions and will ensure that no further violations of this contractual responsibility will occur. Consultant will report to University's Representative within five (5) days after Consultant gives University's Representative notice of the event/action of the steps taken to prevent future occurrences.

VII. NOTICES

A. University. Any notice may be served upon University by delivering it, in writing, to University at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to University at the aforementioned address, or by sending a facsimile of it to University facsimile number set forth on the last page of this Agreement.

B. Consultant. Any notice may be served upon Consultant by delivering it, in writing, to Consultant at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice
addressed to Consultant at this address, or by sending a facsimile of it to Consultant facsimile number set forth on the last page of this Agreement.

VIII. AUTHORITY OF AGREEMENT

A. This Agreement represents the entire and integrated agreement between University and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by a written instrument signed by both University and Consultant and the written instrument shall be an Amendment on the form contained in the Exhibits.

B. This Agreement includes the following Exhibits attached herewith:

Exhibit A: Written Authorization to Perform Services
Exhibit B: Consultant Rate Schedule
Exhibit C: Reimbursement Schedule
Exhibit D: Certificate of Insurance
Exhibit E: Amendment
Exhibit F: Not Used
Exhibit G: Not Used

(Note: Exhibit H used only if Consultant may also act as project’s design professional; otherwise marked “not used”)
Exhibit H: Executive Design Professional Agreement
Exhibit SC: Self-Certification
Exhibit FD: Final Distribution of Contract Dollars
IN WITNESS WHEREOF, UNIVERSITY and CONSULTANT have executed this Agreement on the date(s) set forth below.

CONSULTANT {TBD}

(Printed Name)

(Title)

By:

(Signature)

(Date)

CONSULTANT ADDRESS:

CONSULTANT TELEPHONE NUMBER:

CONSULTANT FAX/MILE NUMBER:

CONSULTANT TAX I.D. NUMBER:

UNIVERSITY: THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

By:

(Signature)

(Date)

UNIVERSITY ADDRESS:

UNIVERSITY FAX/MILE NUMBER:

UNIVERSITY PROJECT MANAGER:
EXHIBIT A

- SAMPLE -

AUTHORIZATION NUMBER TO PERFORM SERVICES
for the
PROFESSIONAL SERVICES AGREEMENT
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA and
{TBD}
made on the {PSA Execution Date}.

(Note: Order Period is from {TBD} through {TBD}.)

Project Name: <Internal Project Name>
Project Number: <Internal_Project_Number>

I. IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT ABOVE, YOU ARE HEREBY AUTHORIZED TO PERFORM THE FOLLOWING SERVICES:

{Brief_Project_Description}

II. {UCLA: USE THE FOLLOWING ¶ II FOR FIXED FEE ONLY & DELETE ALL REMAINING ¶ IIs}

NEGOTIATED FIXED FEE SHALL BE: ${UCLA: FILL IN}

II. {UCLA: FOR FEMA AUTHS, USE THE FOLLOWING ¶ II FOR TIME & MATERIALS ONLY, & DELETE ALL REMAINING ¶ IIs} COMPENSATION SHALL BE MADE IN ACCORDANCE WITH CONSULTANT DIRECT PAYROLL COST RATE SCHEDULE IN THIS AGREEMENT, (SEE EXHIBIT B)

A. FIXED PROFIT FEE SHALL NOT EXCEED: ${UCLA: FILL IN}

B. TOTAL COMPENSATION (INCLUDING THE FIXED PROFIT FEE REFERENCED ABOVE) SHALL NOT EXCEED: ${UCLA: FILL IN}

II. {UCLA: FOR NON-FEMA AUTHS, USE THE FOLLOWING ¶ II FOR TIME & MATERIALS ONLY, & DELETE ALL REMAINING ALTERNATE ¶ IIs} COMPENSATION SHALL BE MADE IN ACCORDANCE WITH CONSULTANT RATE SCHEDULE IN THIS AGREEMENT, (SEE EXHIBIT B), AND SHALL NOT EXCEED: ${UCLA: FILL IN}
III. SERVICES AUTHORIZED TO BE COMPLETED WITHIN: \{AMOUNT OF TIME: number of days, a specific date.\}

\{OPTIONAL: INSERT THE FOLLOWING ITEM IV ONLY IF AUTHORIZATION IS FOR SERVICES TO BE PERFORMED DURING DESIGN OR PRECONSTRUCTION OF AN IDENTIFIED PROJECT.\}

IV. LOCALITY FOR PERFORMANCE OF WORK

The locality for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code for the purposes of Article VI of the Agreement will be Los Angeles County.
This Authorization has been executed on the {DATE} day of {MONTH}, {YEAR}.

Consultant: (TBD)

(Printed Name)

>Title)

By: (Signature)

(Date)

CONSULTANT ADDRESS:

CONSULTANT TELEPHONE NUMBER:

CONSULTANT FACSIMILE NUMBER:

UNIVERSITY: THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

(Printed Name)

>Title)

By: (Signature)

(Date)

UNIVERSITY ADDRESS:

UNIVERSITY FACSIMILE NUMBER:

UNIVERSITY PROJECT MANAGER:
EXHIBIT B
CONSULTANT RATE SCHEDULE
for the
PROFESSIONAL SERVICES AGREEMENT
(Dated from {TBD} through {TBD})
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
{TBD}

TBD

{ONE OF THE FOLLOWING MAY BE INCLUDED:}
The above rates will be adjusted biennially in accordance with changes in the Consumer Price Index (CPI).

{OR}
The above rates will be adjusted annually in accordance with actual rate increases paid to personnel. Notwithstanding the preceding, the rate increase for an individual employee shall not exceed {INSERT PERCENTAGE e.g. 3%} annually.
EXHIBIT C
REIMBURSEMENT SCHEDULE
for the
PROFESSIONAL SERVICES AGREEMENT
(Dated from {TBD} through {TBD})
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
{TBD}

Consultant will be reimbursed actual expenditures (up to the maximum limit) in accordance with the following reimbursement schedule only when said expenditures are authorized in writing in advance by University, and only when paid invoices, receipts or other proof of payment is submitted:

TRANSPORTATION RELATED EXPENSES:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Maximum Limit</th>
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<tbody>
<tr>
<td>Mileage</td>
<td>Non-rented car</td>
<td>Current Rate*</td>
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<tr>
<td>Per diem</td>
<td>Daily meal and incidental expenses (for periods in excess of 24 hours)</td>
<td>$62.00**</td>
</tr>
<tr>
<td>Air Fare</td>
<td>Refundable ticket, coach, roundtrip</td>
<td>As approved in advance by University</td>
</tr>
<tr>
<td>Rental car</td>
<td>Rented car</td>
<td>As approved in advance by University</td>
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<tr>
<td>Hotel</td>
<td>Lodging expenses must be supported by original itemized receipts, regardless of the amounts incurred, and must be reasonable for the locality of travel. The traveler must be at least forty miles from the headquarter location or home, whichever is closer, to be reimbursed for an overnight stay.</td>
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</table>

* The mileage reimbursement rate is the standard rate for automobiles published by University in Business & Finance Bulletin G-28, "Policy and Regulations Governing Travel," as may be adjusted from time to time by University. Said rate is currently 53.5 cents/mile.

** For travel of less than 24 hours, Meals and Incidental Expenses ("M&IE") shall not be reimbursed unless the travel includes an “overnight stay” as supported by a lodging receipt. For domestic travel, reimbursement is limited to the actual cost of lodging. Actual M&IE shall be reimbursed up to a maximum of $62.00 for the entire trip. An exception to the overnight stay requirement may be allowed when the traveler incurs a meal expense as part of a business meeting and must be substantiated as specified in advance by University.

Transportation, lodging, per diem and related expenses for travel between the Consultant's offices and travel between offices of Consultant and offices of its subconsultants are not reimbursable. Transportation expenses shall be paid on the same basis and shall be subject to the same conditions as those in effect for employees of University. These expenses shall not be compensable unless authorized, in writing, in advance by University and subject to the following condition(s):

Transportation, lodging, and living expenses shall be reimbursable only while traveling outside the greater Los Angeles area.

REPRODUCTION, POSTAGE, AND MISCELLANEOUS EXPENSES:
Expenses for printing, reproductions, postage, handling and delivery for documents, reports, surveys, drawings, and other materials, excluding reproductions for office use by Consultant and the its subconsultants and postage and delivery for transmittals between Consultant's offices or between Consultant and its subconsultants.
CERTIFICATE OF LIABILITY INSURANCE
(for non-UCIP Construction Projects and Consultant/Design Contracts)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERTAGES

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<tr>
<th>COVERAGES</th>
<th>CERTIFICATE NUMBER:</th>
<th>REVISION NUMBER:</th>
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<tbody>
<tr>
<td>INSURER A</td>
<td>INSURER B</td>
<td>INSURER C</td>
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</table>

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
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<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
<td>INSURER A</td>
<td>GENERAL LIABILITY</td>
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<td>CLAIMS-MADE</td>
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<td>WORKERS COMPENSATION</td>
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<td>INSURER F</td>
<td>PROFESSIONAL LIABILITY</td>
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Special Provisions:
1. The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, are included as additional insureds on the general liability policy as required by contract and pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04) but only in connection with ___(name of project)___.
2. The General Liability coverage contains a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance.

CERTIFICATE HOLDER: The Regents of the University of California

Forward to: [Office, Room Number or Mail Stop]
University of California, [Facility]
[Street Address]
[City, State, Zip]

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

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EXHIBIT E

AMENDMENT
for the
PROFESSIONAL SERVICES AGREEMENT
(Dated from TBD through TBD)
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
{TBD}

Amendment Number {#}

The Agreement between the Regents of the University of California and {TBD}, dated {TBD}, to act as a Consultant to the University of California, Los Angeles, is hereby amended as follows:

{INSERT MODIFICATIONS TO THIS AGREEMENT. FOR EXAMPLE, THE TERM OF THE AGREEMENT MAY BE EXTENDED.}

EXAMPLES:

1. The term of this Agreement is extended to {Month} {Day}, {Year}.
2. Compensation payable by University under this Agreement, including any Amendments, shall not exceed ${AMOUNT IN FIGURES}.
3. Consultant Rate Schedule Exhibit is replaced with the revised Consultant Rate Schedule dated {INSERT DATE} and attached herewith.
4. The following provision is added to this Agreement:
   {_____________________________________.}

All terms and conditions of this Agreement shall remain in full force and effect unless expressly modified herein or by another duly executed Amendment.

IN WITNESS WHEREOF, University and Consultant have executed this Amendment on the {__________________________}. 

SAMPLE ONLY
EXHIBIT SC
SELF-CERTIFICATION
for the
PROFESSIONAL SERVICES AGREEMENT
(Dated from {TBD} through {TBD})
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
{TBD}

For the Contractor and each Subcontractor indicated on the Report of Subcontractor Information, the following must be completed.

OR

For the Consultant and each Sub-consultant, the following must be completed.

Indicate all Business category(ies) that apply by initialing next to the applicable category(ies):

Small Business Enterprise (SBE) - an independently owned and operated concern certified, or certifiable, as small business by the Federal Small Business Administration (SBA). (Size standards by Standard Industrial Classification codes required by the Federal Acquisition Regulations, Section 19.102, may be found at http://www.sba.gov/content/table-small-business-size-standards.) The eligibility requirements for California contracting purposes is on the Department of General Services website at http://www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx. The University may rely on written representation by the vendors regarding their status.

Disabled Veteran Business Enterprise (DVBE) - a business that is at least 51% owned by one or more disabled veterans or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. A Disabled Veteran is a veteran of the military, naval, or air service of the United States with a service connected disability who is a resident of the State of California. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the armed forces.

Disadvantaged Business Enterprise (DBE) - a business concern that is at least 51% owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free private enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans) are to be considered socially and economically disadvantaged.

Women-Owned Business Enterprise (WBE) - a business that is at least 51% owned by a woman or women who also control and operate it. “Control” in this context means exercising the power to make policy decisions. “Operate” in this context means being actively involved in the day-to-day management.

None of the above categories apply.
I hereby certify under penalty of perjury under the laws of the State of California that I have read this certification and know the contents thereof, and that the business category indicated above reflects the true and correct status of the business in accordance with Federal Small Business Administration criteria and Federal Acquisition Regulations, FAR 19 pertaining to small, disadvantaged, women-owned, and disabled veteran business enterprises. I understand that falsely certifying the status of this business, obstructing, impeding or otherwise inhibiting any University of California official who is attempting to verify the information on this form may result in suspension from participation in University of California business contracts for a period up to five (5) years and the imposition of any civil penalties allowed by law.

INFORMATION FURNISHED BY:

(Print or Type Name of Owner and/or Principal)

(Name of Business or Firm)

a

(Insert type of business e.g. corporation, sole proprietorship, partnership, etc.)

By:

(Print Name)   (Title)

(Signature)   (Date)

PRIVACY NOTICE

The State of California Information Practices Act of 1977 (effective July 1, 1978) requires the University of California to provide the following information to individuals who are asked to supply personal information about themselves. Information furnished on the Self-Certification form may, in some cases, identify personal information of an individual.

- The University of California, Los Angeles, is requesting the information contained in this form and the accompanying Report of Subcontractor Information. The contact information for the Small Business Coordinators at the University of California, Los Angeles, may be found at: http://www.ucop.edu/procurement-services/_files/sbdmgr.xlsx.
- The maintenance of information is authorized in part by Public Contract Code section 10500.5.
- Furnishing the information requested on this form is mandatory. If SBE, DBE, WBE and/or DVBE status is applicable, furnishing such information is mandatory.
- Failure to provide the information may be a violation of bidding procedures and/or breach of the contract and the University may pursue any and all remedies permitted by the provisions of the Contract Documents.
- The information on this form is collected for monitoring and reporting purposes in accordance with state law and University policy.

The individual may access information contained in this form and related forms by contacting the Small Business Coordinator(s).
EXHIBIT FD
FINAL DISTRIBUTION OF CONTRACT DOLLARS
Sheet No. 1 of 1

Provide the following information for each contracting party including the Consultant and each subconsultant regardless of tier. * Attach additional sheets if necessary.

<table>
<thead>
<tr>
<th>Full Name of Business</th>
<th>Street Address, City, State and ZIP</th>
<th>Telephone No./Fax No.</th>
<th>Contact Name</th>
<th>Business Categories</th>
<th>Contract Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Consultant)</td>
<td></td>
<td></td>
<td></td>
<td>SBE* DBE* WBE* DVBE* N/A</td>
<td>Amount ($) Percent (%)</td>
</tr>
<tr>
<td>(Sub1)</td>
<td></td>
<td></td>
<td></td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>(Sub2)</td>
<td></td>
<td></td>
<td></td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>(Sub3)</td>
<td></td>
<td></td>
<td></td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

Column 6 – Business Categories

| SBE = Small Business Enterprise | $ |
| DBE = Disadvantaged Business Enterprise | $ |
| WBE = Women Business Enterprise | $ |
| DVBE = Disabled Veteran Business Enterprise | $ |

*Regardless of tier, a completed Self-Certification must have been submitted for each SBE, DBE, WBE, DVBE indicated on this Exhibit.