



**UNIVERSITY
OF
CALIFORNIA**

Purchasing Agreement # 2018.000209

The Agreement to furnish certain goods and services described herein and, in the documents, referenced herein (“Goods and/or Services”) is made by and between The Regents of the University of California, a California public corporation (“UC”) on behalf of the University of California and the supplier named below (“Supplier”). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A (“Statement of Work”) and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **August 1, 2018** and through **July 31, 2023** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **Two (2)** successive **One (1)** -year periods (each, a Renewal Term), by providing Supplier with at least **Thirty (30)** calendar days’ written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least **Thirty (30)** calendar days’ written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **Fifteen (15)** days’ notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. For system wide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC’s Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **Settlement Matrix Option 1. ACH Net 30 or Virtual/Ghost Card. Credit card fees may apply.**

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by overnight delivery or by certified mail with return receipt requested, at the addresses specified below. Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field:

To UC, regarding contract issues not addressed above:

| | |
|----------------|--|
| Name | Adrian Ferreira |
| Phone | 858-534-5618 |
| Email | Adrian.Ferreira@ucop.edu |
| Address | 7835 Trade Street |
| | San Diego, CA 92121 |

To Supplier:

| | |
|----------------|--|
| Name | Glinda Shipley |
| Phone | 562-243-7632 |
| Email | glinda@apeburbank.com |
| Address | 3020 W. Empire Ave. |
| | Burbank, CA 91504 |

6. Intellectual Property, Copyright and Patents

The Goods and/or Services involve Work Made for Hire

The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

/___/ Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

11. Insurance

Deliver the Certificate of Insurance to UC’s Buyer, by mail or overnight delivery. Additionally, this requirement will be considered satisfied if a PDF version of the Certificate of Insurance is sent by Email and includes the following text in the Subject field: CERTIFICATE OF INSURANCE – **All-Phase Electric Supply (CED)**

12. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC’s property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

13. Cooperative Purchasing

Supplier agrees to extend pricing and Goods and/or Services to the California State University institutions (CSU), California Community Colleges (CCC) and agencies located within the state California registered with National Intergovernmental Purchasing Alliance Company (“National IPA”) under the terms of the Agreement. Please see UCOP CHESC Pricing attachment. For agencies located outside of California please see UCOP National Pricing attachment. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC’s responsibility except as outlined in the above referenced RFP. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual CSU, CCC or Participating Agencies will be addressed, administered, and resolved by each CSU or CCC campus or Participating Agency.

14. Incorporated Documents

The following documents are incorporated and made a part of the Agreement by reference as if fully set forth herein, listed in the order of precedence following the Agreement:

- a) Statement of Work – Attachment A
- b) UC Terms and Conditions of Purchase, dated 11/29/17

- c) Attachment B – Appendix Electronic Commerce
- d) UC Request for Proposal# RFP-MRO-UCSystemWide-Jan312018 (“RFP”) and
- e) Supplier’s responses thereto submitted on or about March 26, 2018 (“RFP Response”)
- f) Attachment C – Category Discount Pricing
- g) Attachment D – National Core List
- h) Attachment E – UC Participating Entities
- i) Attachment F – CSU Participating Entities
- j) Attachment G – CCC Participating Entities
- k) Attachment H – AICCU Participating Entities
- l) Attachment I - Sustainability Specifications

15. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

The Agreement is signed below by the parties’ duly authorized representatives.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

DocuSigned by:



(Signature) CF...

William Cooper

(Printed Name, Title)

AVP & Chief Procurement Officer

(Date) 7/30/2018

ALL-PHASE ELECTRIC SUPPLY (CED)



(Signature)

Glenn Kriske, Area Manager

(Printed Name, Title)

7/27/2018

(Date)