



UNIVERSITY OF CALIFORNIA

Purchasing Agreement # 2020002301

As a result of Request for Proposal # RFP-UC Janitorial Supplies & Equipment -Apr242019 for Janitorial Supplies and Equipment, the Master 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.

Supplier – Network Services Company

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment D ("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 **April 27, 2020** and through **April 26, 2027** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **three (3)** 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 or Supplier may terminate the Agreement for convenience by giving Supplier at least forty-five (45) 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 system-wide 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: Net 30 or electronic payment method determined by the campus from which the Purchase Order is issued.



5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	David Rusting
Phone	510-987-0086
Email	David.rusting@ucop.edu
Address	1111 Franklin St., 7th Flr Oakland, CA 94607

To UC, regarding contract issues not addressed above:

Name	Greg Muller
Phone	858-534-9857
Email	gmuller@ucsd.edu
Address	10280 N. Torrey Pines Road, Suite 415 La Jolla, CA 92037-0914

To Supplier:

Name	Frank Barretta
Phone	201-310-4708
Email	fbarretta@networkdistribution.com
Address	1100 East Woodfield Road Schaumburg, IL 60173

6. Intellectual Property, Copyright and Patents

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

7. Patient Protection and Affordable Care Act (PPACA)

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 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 PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Network Services Company.

12. Cooperative Purchasing

Supplier agrees to extend for Goods and/or Services to participating agencies (public and private schools, colleges and universities, cities, counties, non-profits and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of this agreement. All contractual administration issues (e.g. terms and conditions, extensions/renewals, product pricing and Core List) will remain UC’s responsibility except as outlined in the above referenced Request for Proposal # RFP-UC Janitorial Supplies & Equipment -Apr242019. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved by each participating agency.

13. 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.

14. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated February 27th, 2020 will govern this Agreement and are attached as Attachment A.

15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. UC Terms and Conditions of Purchase, dated 2-27-2020, Attachment A
- b. UC Data Security and Privacy Appendix, dated 8-12-2019, Attachment B
- c. UC Electronic Commerce Appendix, dated 7-19-19, Attachment C



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- d. RFP-UC Janitorial Supplies & Equipment -Apr242019 Janitorial RFP SOW - Attachment D
- e. Pricing – Attachment E
- f. Supplier response to RFP-UC Janitorial Supplies & Equipment -Apr242019 – Attachment F

16. 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.

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

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

1E90FA0709254CF...
(Signature)

William Cooper, Chief Procurement Officer
(Printed Name, Title)

4/28/2020
(Date)

Network Services Company

Daniel Ceko

Digitally signed by Daniel Ceko
DN: cn=Daniel Ceko, o=Network Services Company, ou,
email=dceko@networkdistribution.com, c=US
Date: 2020.04.22 07:53:50 -0500

(Signature)

Daniel Ceko, Treasurer & Corporate Counsel
(Printed Name, Title)

April 22, 2020
(Date)