PURCHASING AGREEMENT
between the
University of California Davis Health System
and
____________________ (Vendor)

AGREEMENT NUMBER: PA-______________

HIPAA Business Associate Agreement Number: ________________ Not Required ___
In the event that a HIPAA Business Associate Agreement is required, the Agreement will be provided.

DEFINITIONS

PURCHASING AGREEMENT - A generic document for products that outlines the terms and conditions of purchase as per University policy. Responsibilities of the parties are determined. All sections may not be applicable to all purchases at all times that are made with Vendor by University, ie, consignment is applicable when the pricing agreement determines that it is consignment. Only one Purchasing Agreement will need to be completed with any one Vendor.

PRICING AGREEMENT - Individual pricing agreement for products or services. Pricing Agreements will list any special terms/conditions associated with the introduction of the specific products into the University, ie, special in-servicing needs, special delivery needs. The Pricing Agreement will have a start and end date for confirmed pricing. It will also have it’s a unique contract number based on the length of the pricing. All aspects of costs associated with the product line will be on the pricing agreement. All pricing agreements will reference a Purchasing Agreement.

INTRODUCTION

The purpose of this Purchasing Agreement is to establish a purchasing relationship between the University of California Davis Health System and ____________________ (Vendor). This agreement shall remain in force unless modified or withdrawn by either party. Requests for modifications shall be in writing and agreed to prior to implementation.

Individual pricing agreements for products shall reference this purchasing agreement between the parties. Individual pricing agreements shall have start and end dates. They shall also have a separate contract number.

By University policy, this Purchasing Agreement must be completed whenever it is determined that the University has the potential to spend at least $2,500.00 per year with the Vendor.

UCDHS consists of a 575 bed Medical Center, with Trauma Center, along with outlying clinics, also known as the Patient Care Network.

Thank you for your interest in the University of California Davis Health System.

TERMS AND CONDITIONS

1. The University of California, Davis, Health System (UCDHS) has entered into a Prime Vendor Distribution Agreement with Professional Hospital Supply (PHS) to warehouse and distribute medical/surgical supplies for UCDHS. At UCDHS option, Vendor agrees to sell to University through this program. In the event you are awarded a contract for specific products or pricing agreements that are deemed appropriate to be distributed through the Prime Vendor Program your price quoted will be forwarded to PHS. Upon award, vendor shall also notify PHS of UCDHS agreed price.

2. The UCDHS reserves the right to accept or decline any pricing agreement that it may or may not solicit.
3. On individual pricing agreements, prices offered shall be maximum for the period stated, however, when market conditions change, the vendor is encouraged to decrease pricing.

4. Unless otherwise stated in the pricing agreement, an exclusive purchasing relationship for products is not made by this agreement. No minimum quantities are guaranteed.

5. Vendor will not use the University’s name in any commercial promotion without the expressed written consent of the University.

6. As applicable, the Vendor warrants and represents that the equipment, when delivered, shall conform to all applicable standards and requirements of the California Occupational Safety and Health Act.

7. Pursuant to the California Public Contract Code, Section 10518, each vendor who enters into a contract with the University of California for $10,000.00 or more shall list their supplier identification number on the contract document. For the purposes of this requirement, vendors are advised that their supplier number is their Federal Employer Identification Number (FEIN) or Social Security Account Number (SSAN), as appropriate.

8. UCDHS is a Disproportionate Share Hospital (DSH). Pricing may come from “The Secretary, on behalf of the Department of Health and Human Services, and the Manufacturer for purposes of section 602 of the Veterans Health Care Act of 1992, Public Law No. 102-585, which enacted section 340B of the Public Health Service Act (herein referred to as “the Act”), 42 U.S.C. 256b.”

REQUESTS FOR QUOTATIONS

1. In accordance with University policy, the Purchasing Department at times will solicit quotations through a bid process. The following apply to that process. Any additional terms or modification of terms stated here will be incorporated on the specific bid as applicable.

2. The UCDHS reserves the right to accept or decline any response for any Request for Quotation (RFQ) or pricing agreement that it may or may not solicit.

3. UCDHS reserves the right to negotiate a final contract for goods/services with the most responsive bidder on RFQ’s.

4. There may be times when UCDHS would have to go off contract to implant unique products for their specialized procedures. The bidder agrees that UCDHS have the flexibility to use other products without penalty. (This paragraph is applicable for exclusive or percentage based agreements only).

5. Should the product line UCDHS is currently using through this agreement become technologically obsolete, UCDHS will have the flexibility to use products from other vendors. (This paragraph is applicable for exclusive or percentage based agreements only).

6. The vendor may be asked to provide samples(s) of the product for evaluation as part of an overall process in decision making. The bidder may also be asked to conduct a trial of the new product with user in the Health System.

7. Bidders are advised that exceptions to University specification, attachments and/or University terms and conditions for purchase/services, as referenced herein and/or attached to any RFQ, are not invited and may result in disqualification of the bidder. Any responses not meeting the directions of the RFQ may be disqualified.

8. Any resulting agreement/order will be based on the accepted response of the RFQ. If the bidder response is accepted by the UCDHS, the RFQ will be assigned an agreement number. The bidder will be notified of acceptance and the new agreement number. Additional items may be added to the subsequent agreement with bidder and University agreement.

9. All questions regarding any RFQ should be directed to the [Buyer]. Questions should not be directed to any other UCDHS department or staff. Material or substantive information provided to any bidder, as a result of questions received prior to the bidder questions due date, will be provided to all bidders via an addendum to the RFQ. Bidders are requested to include an e-mail address in their response if available.

10. Responding bidders are required to submit one (1) copy(ies) of their quotation response. Each copy should include a completed RFQ form and any other information required for the UCDHS evaluation.
11. Unless otherwise stated, bid quotation will be firm for 120 days from date of bid closing.

12. An exclusive purchasing relationship for this product is not made by this agreement. No minimum quantities are guaranteed.

13. Usage figures, when available, are based upon historical data and are not guaranteed.

14. If a bidder purchase agreement is attached to this agreement or any RFQ, it is agreed that, in terms of any conflict of terms of agreement, UCDHS agreement shall prevail.

15. Basis of award for an RFQ is made on cost alone or on a cost per quality point. The method used will be documented in the RFQ.

CONSIGNMENT

The following is applicable for pricing agreements that involve consignment.

Responsibilities for consignment inventory.

Vendor will be responsible for:
1. Replacement of consignment stock items used by UCDHS upon receipt of a purchase order number from UCDHS Purchasing Department.
2. Maintaining title to consignment until used by UCDHS. Vendor shall bear full responsibility for any applicable inventory and/or property taxes on the products furnished which constitute the consignment inventory.
3. Consignment quantities to be decided jointly by vendor and UCDHS.
4. Any required sterilization and replacing of unopened, outdated stock, at no cost to the University.
5. Obtaining a signature from an authorized University employee for all stock removed from the consignment inventory. Vendor will not share inventory with another hospital or account without UCDHS prior written approval.
6. Completing a quarterly inventory of stock and advising UCDHS Purchasing Department of any discrepancies from the initial inventory stock levels. Vendor shall also insure that appropriate rotation of items (as applicable) has occurred. Vendor shall make appointment with appropriate department to complete audit. The results of the quarterly audit shall be forwarded to the Purchasing Department referencing the Pricing Agreement number for the items. Discrepancies found without a continual documented quarterly inventory will not be paid. It is the responsibility of the vendor to insure that quarterly inventories are completed, documented and forwarded to the Purchasing Department for inclusion in the Pricing Agreement file. All completed audits must be signed by an authorized department representative prior to forwarding to the Purchasing Department.
7. Provide UCDHS Purchasing Department with an inventory listing. There will be no charge to UCDHS until product is used or permanently removed (returns to Vendor excluded) from inventory by UCDHS.
8. Vendor shall not discontinue consignment without a minimum of 45 day notice to the Purchasing department, referencing the Pricing Agreement number for the applicable consignment.
9. Vendor shall immediately notify UCDHS Purchasing Department by phone call and documented fax or hand delivered letter of any recall involving product that is on consignment.
10. There is no re-stocking fee for return of consignment inventory to Vendor.

UCDHS will be responsible for:
1. Signing for and assuming custody of all consignment stock. Initial consignment stock will be brought in under a no charge purchase order.
2. Providing a secure and proper storage area for all consignment stock.
3. Providing Vendor with a purchase order number within 72 hours excluding weekends of the removal of any product from the consignment stock.
4. Payment of all items on consignment that are damaged by UCDHS (this does not include shipping damage), lost, or stolen while in the custody of UCDHS.

REBATES/DISCOUNTS

1. Rebates and/or discounts, if any, are payments which are subject to the disclosure requirements as “discounts or other reduction in price” under the provisions of Section 1128b(B) (3) (A) of the Social Security Act [42 U.S.C. 1320a-7b (B) (3) (A)]. University shall disclose the discounts or other reductions in price under any state or federal program which provides cost or charge-based reimbursement to University for the products and services covered in this agreement.
2. All rebates will be paid to the order of “The Regents of the University of California” and sent to the cashiers office at the medical center. A copy of the check listing the total amount of rebate along with a breakdown of the products purchased (dollar volume) will be sent to the Buyer in Purchasing responsible for the contract.

IN-SERVICE EDUCATION

1. In-service Education will be dependent upon the products under consideration. For products needing in-servicing the following is the general needs of the University:
   Training shall be provided by the Vendor for both day and night shifts according to a schedule developed by Continuing Education or for specialty items/departments, by the department Manager or designee. Depending on the product line and scope, up to 75 hours (as an estimate, actual hours may be more or less) may be required to accommodate both Patient Care Services and Ambulatory Care Staff. To the greatest extent possible, training will be held on consecutive days until completed.

PURCHASE ORDERS AND INVOICES

1. The University utilizes a Purchase Order System with its unique numbering system.

2. Invoices are to be rendered only if the items or services in this contract have been furnished. Invoices must be itemized, all applicable discounts must be identified, and must reference the purchase order number issued at time of order. Invoices are sent to: UC Davis Health System, Attn: Accounts Payable, P.O. Box 168016, Sacramento, CA 95816.

PRIVATE AND CONFIDENTIAL INFORMATION

1. All efforts will be made to protect private and confidential information concerning the academic health center and health system’s patients and the respective health care practices of those entities.

2. As applicable, Vendor personnel shall not reveal or disclose proprietary, confidential patient information, or trade secret information to unauthorized or non-university persons including, but not limited to, family, friends, relatives, associates, suppliers, vendors, customers, and competitors. If an employee is uncertain as to whether the individual or entity is an authorized source or whether the information must be released under the California Public Records Act, Information Practices Act, or other statutes requiring the release of information, the employee should review the request with a supervisor, chief compliance officer, or university legal counsel.

3. As applicable, confidential patient information should be discussed with or disclosed to university personnel on a limited, “need to know only” basis and to a patient or others only in response to a legal or authorized request. At no time should confidential patient or hospital information be discussed with or disclosed to non university personnel, including the family or business and social acquaintances of agency/employee, customers, suppliers or others. Vendor personnel who have any questions regarding patient confidentiality should refer to university polices for additional information and consult with the appropriate supervisor or risk management.

EXCLUSION

1. The Vendor certifies that neither the Vendor, nor its shareholders, members, directors, officers, agents, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by an federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.
2. Notification Requirements. Vendor shall notify Hospital immediately in the event that (1) Vendor is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid, or another federal health care program; or (2) Vendor is excluded from participation in any federal health care program, including Medicare and Medicaid.

3. Termination. Hospital may terminate this Agreement immediately in the event that (1) Vendor is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) Vendor is excluded from participation in any federal health care program, including Medicare and Medicaid.

MATERIAL SAFETY DATA SHEETS (MSDS)

1. Vendor certifies that it maintains Material Safety Data Sheets (MSDS) as applicable to the products in question. If awarded an agreement based on this RFQ, Vendor agrees to provide, within 15 days, all MSDS for products associated with the agreement.

2. Vendor agrees to provide MSDS prior to the first use of any other products introduced into the health system through the life of the agreement.

3. MSDS sheets will be sent to buyer coordinating RFQ and any subsequent agreement. MSDS will be forwarded to appropriate hospital departments.

FOOD AND DRUG ADMINISTRATION (FDA)

1. Vendor certifies that all products, as applicable, are approved by the FDA for patient use.

LATEX

Where and when possible, latex is being eliminated from the Health System. Vendors are requested to notify University if any of the products sold contain latex.

ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties regarding the subject matter hereof, and its provisions shall supersede all prior oral and written commitments, contracts, and understandings relating thereto.
ARTICLE 1 - The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order, agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specifies the materials, supplies, or services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE 2 - INSPECTION. The services, materials and supplies furnished shall be exactly as specified in this order free from all defects in Seller's performance, design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by University at all times and places. If, prior to final acceptance, any services and any materials and supplies furnished therewith are found to be incomplete, or not as specified, University may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by University, University may terminate the order in whole or in part. Seller shall bear all risks as to rejected services and, in addition to any costs for which Seller may become liable to University under other provisions of this order, shall reimburse University for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 3 - CHANGES. University may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be allowed without written approval of University. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless University waives this condition in writing. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

ARTICLE 4 - TERMINATION
A. University may, by written notice stating the extent and effective date, cancel and/or terminate this order for convenience in whole or in part, at any time. University shall pay Seller as full compensation for performance until such termination:
(1) the unit or pro rata order price for the performed and accepted portion; and
(2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by University, with respect to the unperformed or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price.
B. University may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to perform the services within the time specified or any written extension thereof. In such event, University may purchase or otherwise secure services and, except as otherwise provided herein, Seller shall be liable to University for any excess costs occasioned University thereby. If, after notice of termination for default, University determines that the Seller was not in default or that the failure to perform this order was due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of University, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of University, unless University shall determine that the services covered by this order were obtainable by Seller from other sources in sufficient time to meet the required performance schedule.

ARTICLE 5 - LIABILITY FOR UNIVERSITY - FURNISHED PROPERTY. Seller assumes complete liability for any tooling, articles or material furnished by University to Seller in connection with this order and Seller agrees to pay for all such tooling, articles or material damaged or spoiled by it or not otherwise accounted for to University's satisfaction. The furnishing to Seller of any tooling, articles, or material in connection with this order shall not, unless otherwise expressly provided, be construed to vest title thereto in Seller.

ARTICLE 6 - TITLE. Title to the material and supplies purchased hereunder shall pass directly from Seller to University at the f.o.b. point shown, or as otherwise specified in this order, subject to the right of University to reject upon inspection.

ARTICLE 7 - PAYMENT, EXTRA CHARGES, DRAFTS. Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. University will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item.

ARTICLE 8 - CHARACTER OF SERVICES. Seller, as an independent contractor, shall furnish all equipment, personnel and material sufficient to provide the services expeditiously and efficiently during as many hours per shift and shifts per week and at such locations as the University may so require and designate.

ARTICLE 9 - FORCED, CONVICT, AND INDENTURED LABOR
A. By accepting this order, Seller hereby certifies that no foreign-made equipment, materials, or supplies furnished to the University pursuant to this order will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

B. Any Seller contracting with the University who knew or should have known that the foreign-made equipment, materials, or supplies furnished to the University were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a contract pursuant to the above, may have any or all of the following sanctions imposed:

1. The contract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the University.
2. Seller may be removed from consideration for University contracts for a period not to exceed 360 days.

ARTICLE 10 - INDEMNITY.
A. General. Seller shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Seller's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Seller, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Seller's direction and control.

B. Proprietary Rights. Seller shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Seller's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order or University's use of such parts, goods, components, programs, practices, or methods supplied by Seller under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing shall not apply unless University has informed Seller as soon as practicable of the suit or action alleging such infringement. Seller shall not settle such suit or action without the consent of University. University retains the right to participate in the defense against any such suit or action.

C. Products. Seller shall fully indemnify, defend, and hold harmless University from and against any and all claim, action, and liability, for injury, death, and property damage, arising out of the dispensing or use of any of Seller's product provided under authorized University orders. In addition to the liability imposed by law on the Seller for damage or injury (including death) to persons or property by reason of the negligence, willful acts or omissions, or strict liability of the Seller or his agents, which liability is not impaired or otherwise affected hereby, the Seller hereby assumes liability for and agrees to save University harmless and indemnify it from every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of the Seller. The University agrees to provide Seller with prompt notice of any such claims and to permit Seller to defend any claim or suit, and that it will cooperate fully in such defense.

ARTICLE 11 - DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided on the face of this order, all shipments by Seller under this order for University's account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

ARTICLE 12 - WARRANTY. Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as specified in this order. The rights and remedies so provided are in addition to and do not limit any rights afforded to University by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the University.

ARTICLE 13 - ASSIGNMENT AND SUBCONTRACTING. This order is assignable by University. Except as to any payment due hereunder, this order may not be assigned or subcontracted by Seller without written approval of University. In case such consent is given, it shall not relieve Seller from any of the obligations of this Agreement and any transferee or subcontractor shall be considered the agent of Seller and, as between the parties hereto, Seller shall be and remain liable as if no such transfer or subcontracting had been made.

ARTICLE 14 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925j), marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. Seller shall further specifically undertake affirmative action regarding the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. Seller shall communicate this policy in both English and Spanish to all persons concerned within its company, with outside recruiting services, and the minority community at large. Seller shall provide the University on request a breakdown of its labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its affirmative action programs.

ARTICLE 15 - The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated by reference. The full text is available upon request:

- FAR 52.222-04 Contract Work Hours and Safety Standards Act
- FAR 52.222-26 Equal Opportunity
- FAR 52.223-02 Clean Air and Water (If order exceeds $100,000)

ARTICLE 16 - WORK ON UNIVERSITY OR GOVERNMENT PREMISES. If Seller's work under this order involves performance by Seller at University or United States Government owned sites or facilities, the following provisions shall apply:

A. Liens. Seller agrees that at any time upon request of University he will submit a sworn statement setting forth the work performed or material furnished by subcontractors, suppliers and materialmen, and the amount due and to become due to each, and that before the final payment called for hereunder, will if requested, submit to University a complete set of vouchers showing what payments have been made for materials and labor used in connection with the work called for hereunder. Seller shall:

1. Indemnify and hold harmless University from all claims, demands, causes of action or suits, of whatever nature, arising out of the services,
causes of action, or suits brought to its attention. Seller shall forward with (2) Promptly notify University in writing, of any such claims, demands, real property upon which the work is located or any other property of all monies that the latter may be compelled to pay in discharging such lien receipt in full, furnish a bond satisfactory to University to indemnify it filed; but Seller may, if any subcontractor refuses to furnish a release or the receipts include all the labor and materials for which a lien could be an affidavit that as far as it has knowledge or information, in either case, an affidavit that as far as it has knowledge or information, such notification copies of all pertinent papers received by Seller with in full, furnish a bond satisfactory to University to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Seller shall refund to University all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

B. Cleaning Up. Seller shall at all times keep University premises where the work is performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its subcontractors, and, at the completion of the work; shall remove all rubbish from and about the building and all its and its subcontractors' tools, scaffolding, and surplus materials, and shall leave the work "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Seller and the subcontractors employed on or about the structure or structures upon which the work is to be done, as herein provided, as to responsibility for the removal of the rubbish, or in case the same be not promptly removed as herein required, University may remove the rubbish and charge the cost to Seller.

C. Employees. Seller shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her, and shall devote only its best-qualified personnel to work under this order. Should University deem anyone employed on the work incompetent or unfit for his or her duties and so inform Seller, Seller shall immediately remove such person from work under this order and he or she shall not again, without written permission of University, be assigned to work under this order.

It is understood that if employees of University shall perform any acts for the purpose of discharging the responsibility undertaken by the Seller in this Article 15, whether requested to perform such acts by the Seller or not, such employees of the University while performing such acts shall be considered the agents and servants of the Seller subject to the exclusive control of the Seller.

D. Safety, Health and Fire Protection. Seller shall take all reasonable precautions in the performance of the work under this order to protect the health and safety of employees and members of the public and to minimize danger from all hazards to life and property, and shall comply with all health, safety, and fire protection regulations and requirements (including reporting requirements) of University. In the event that Seller fails to comply with said regulations or requirements of University, University may, without prejudice to any other legal or contractual rights of University, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the University. Seller shall make no claim for extension of time or for compensation or damages by reason of or in connection with such work stoppage.

The safety of all persons employed by Seller and its subcontractors on University premises, or any other person who enters upon University premises for reasons relating to this order, shall be the sole responsibility of Seller. Seller shall at all times maintain good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. Seller shall confine its employees and all other persons who come onto University's premises at Seller's request or for reasons relating to this order and its equipment to that portion of University's premises where the work under this order is to be performed or to roads leading to and from such work sites, and to any other area which University may permit Seller to use. Seller shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon University premises. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on Owner's premises which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, the Seller, its subcontractors, the University or other persons.

To the extent compliance is required, Seller shall comply with all University safety rules and regulations when on University premises.

ARTICLE 17 - INSURANCE

Seller shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Seller, its officers, agents, or employees.

Seller, at its sole cost and expense, shall insure its activities in connection with the work under this order and obtain, keep in force, and maintain insurance as follows:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

- Each Occurrence $1,000,000.00
- Products/Completed Operations Aggregate $5,000,000.00
- Personal and Advertising Injury Aggregate $1,000,000.00
- General Aggregate (Not applicable to the Comprehensive Form) $5,000,000.00

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than one million dollars ($1,000,000.00) per occurrence.

(REQUIRED ONLY IF SELLER DRIVES ON UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)

C. Professional Liability Insurance with a limit of one million dollars ($1,000,000.00) per occurrence with an aggregate of not less than two million dollars ($2,000,000.00). If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

D. Workers' Compensation as required by California State law

It is understood that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of Seller. Seller shall furnish the University with certificates of insurance evidencing
compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:
(1) Provide for thirty (30)-days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.
(2) Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under a. and b. This provision shall only apply in proportion to and to the extent of the negligent acts or omissions of Seller, its officers, agents, or employees.
(3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

ARTICLE 18 - PERMITS. Seller agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision in which the work under this order is performed. Seller shall be liable for all damages and shall indemnify and save University harmless from and against all damages and liability which may arise out of failure of Seller to secure and pay for any such licenses or permits or to comply fully with any and all applicable laws, ordinances and regulations.

ARTICLE 19 - COOPERATION. Seller and its subcontractors, if any, shall cooperate with University and other vendors and contractors on the premises and shall so carry on their work that other cooperating vendors and contractors shall not be hindered, delayed or interfered with in the progress of their work, and so that all of such work shall be a finished and complete job of its kind.

ARTICLE 20 - WAIVER OF DEFAULT. Any failure of University at any time, or from time to time, to enforce or require the strict keeping and performance by Seller of any of the terms or conditions of this order shall not constitute a waiver by University of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of University at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

ARTICLE 21 - TAXES. Seller shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this order, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to materials and supplies furnished or work performed hereunder and shall save University harmless from liability for any such contributions, premiums, and taxes.

ARTICLE 22 - OTHER APPLICABLE LAWS. Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

ARTICLE 23 - GOVERNING LAW. The law of the State of California shall control this Appendix and any document to which it is appended.
VENDOR INFORMATION

The following information will be used to update our computer systems.

1. Pertinent information for use in contacting a company representative:
   a. Contact: _________________________________________________
   b. Company Name: _________________________________________________
   c. Address: _________________________________________________
   d. Telephone Number: _________________________________________________
   e. Telefacsimile Number: _________________________________________________
   f. Federal ID Number: _________________________________________________

2. Pertinent information for use in ordering direct from Vendor.
   a. Customer Service Phone Number: _________________________________________________
   b. Customer Service Fax Number: _________________________________________________
   c. Fax Orders Accepted: _________________________________________________
   d. Account Number: _________________________________________________
   e. Purchasing Address (if different from above address): _________________________________________________
   f. Accounts Receivable Address: _________________________________________________

AUTHORIZED SIGNATURES

For the Regents of the University of California  For ____________________

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Revised 04/27/04