

Procurement Card Services Agreement Instructions

Repairs and Maintenance Services under \$10,000 may be purchased on a Procurement card if they meet the criteria below and are accompanied by a completed **Agreement for Repair Services with Procurement Card Payment** form.

Allowable use:

- This agreement may only be used for Procurement card service requests.
- This agreement must be signed by the supplier.
- This agreement may not be modified in any way.
If the supplier requests modifications to this agreement, submit a KFS Purchase Agreement, document type: No Cost Agreement, for review by Business & Revenue Contracts. Include a copy of the supplier's proposed modifications to the No Cost Agreement.

If you are unsure whether the service you are procuring is allowable on the Procurement Card, contact the Procurement Card group for guidance (contact information below).

All transactions must be in accordance with UC Davis PPM 350-10

Procedures:

1. Contact the supplier of your choosing. **Before the supplier is authorized to complete the Service request, the attached form must be fully completed and signed by the supplier.**
2. Complete the Agreement for Repair Services with Procurement Card Payment form
 - a. A complete description of the service/repair must be included in the agreement.
3. Obtain the signature of the supplier on the form
4. Complete the transaction with the supplier and pay on the p-card
5. A PCDO document will generate after payment has been made; the department can then proceed with completing the PCDO document.
 - a. Scan the signed Service Agreement form and electronically attach to your PCDO
 - b. Use 7100 as the object code (Repairs and Maintenance)

Note: Any repair or maintenance service transactions exceeding \$10,000 will still require a KFS Requisition and Purchase Order, as those are over the limit allowed on the P-card. Contact information for the Procurement card group: pcardhelp@ucdavis.edu

Agreement for Repair Services with Procurement Card Payment

This Agreement is made on the date last signed below by and between The Regents of the University of California, a California corporation ("University") acting for and on behalf of the Davis campus, and ("Supplier.")

TERMS AND CONDITIONS

1. Definition of Service. Services to be provided to University for the purposes stated in the Exhibit A only, attached and incorporated herein. Additional work will be performed only if authorized in advance by written amendment to this agreement executed by both parties.
2. Term. The term of this agreement shall be 5 years from the date of signature below.
3. Termination. This agreement shall be subject to termination by either party at any time, upon 30 days written notice to the other party.
4. Contacts & Notice. Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the following addresses:

<u>University:</u>	<u>Supplier:</u>
The University of California, Davis	
Procurement & Contracting Services	
One Shields Avenue	
Davis CA, 95616	
5. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.
6. Rates. Charges for services rendered under this agreement shall be in accordance with Exhibit A.
7. Payment of Charges. University shall pay for services rendered by Supplier through Visa credit card payment.
8. Indemnification. Each party agrees to indemnify and hold harmless the other party, its officers, employees and agents, from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.
9. Insurance. Supplier, at its sole cost and expense, will insure its activities when on campus or University property, obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless University specifies otherwise:

9.1 General Liability Insurance. (Contractual liability included) with limits as follows:

Each Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(Not applicable to the Comprehensive Form)

9.2 Business Automobile Liability. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on university premises or transports university employees, officers, invitees, or agents in the course of supplying the services to University.)

9.3 Workers' Compensation. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.

It is understood that the coverage and limits referred to under 9.1, 9.2, and 9.3 of this Article will not in any way limit Supplier's liability. upon request Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

- i. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under 9.1 and 9.2 of this Article. This provision will only apply in proportion to and to the extent of the negligent or intentional acts or omissions of Supplier, its officers, agents, or employees.
- ii. 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 University.

10. Fair Wage/Fair Work. If the Services will be performed at one or more UC Locations, do not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services. For Services that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required audit standards and procedures (<http://www.ucop.edu/procurement-services/files/fw-fw-annual-audit-standards-procedures.pdf>), concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its

auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recently audited time period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work certification annually, in a form acceptable to UC, no later than ninety days after each one year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date.

11. Prevailing Wage. Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

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

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

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

or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

12. University Name. No form of University's name or mark shall be used in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.
13. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
14. Time Limit for Action. No action, regardless of form, arising from transactions under this agreement may be brought by either party more than one year after the cause of action has accrued.
15. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
16. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of California; parties agree to resort solely to the courts of the State of California for any relief under this agreement.
17. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

In witness whereof, the parties have executed this agreement on the date last signed below.

SUPPLIER NAME:

By _____

Name:

Title:

Date _____

Exhibit A
Work Description and Estimate

Identification of Supplier

- 1. Name of Supplier:
- 2. Address:

- 3. Supplier Representative:
 - Name:
 - Phone:

Scope of Services to be provided and rates: Include vendor services and rates