

UCD10-04895

**UNIVERSITY OF CALIFORNIA, DAVIS
BLANKET PURCHASE ORDER**

DATE: 09/26/2011

*** INVOICE MUST SHOW PURCHASE ORDER NUMBER ***
*** ONLY ACCEPT PAYMENT FROM UNIVERSITY OF CALIFORNIA ***

SHIP TO:

VARIOUS
VARIOUS
VARIOUS
DAVIS

CA 95616-5270

INVOICE TO:

VARIOUS
VARIOUS
VARIOUS

DAVIS

CA 95616-5270

TO:

HYATT PLACE
173 OLD DAVIS RD EXTENSION

DAVIS

CA 95616

Vendor FAX No: 530-752-3318
Contact Phone No: 530-756-9500
Contact FAX No: 530-297-6900
Vendor Phone No: 530-752-7526
ACCT#:

DELIVERY:

DELIVERY: Various	FOB POINT: NO SHIPMENT INVOLVED	PRICING REFERENCE: Wayne Boney/Paula Rowland
PAYMENT TERMS: NET 30	CARRIER: N/A	AGREEMENT NUMBER:
AGREEMENT START DATE: 04/01/2010	AGREEMENT END DATE: 11/30/2011	

ITEMS:

TAX?	ITEM #	QUANTITY	UNIT	CATALOG # / PART #	UNIT PRICE	TOTAL PRICE
	1		1 YR			
<p>ITEM DESCRIPTION</p> <p>CHANGE ORDER #7. THIS CHANGE ORDER IS ISSUED TO EXTEND THE AGREEMENT THROUGH NOVEMBER 30, 2011</p> <p>Local Area Agreement to furnish lodging to include room rentals and conference facilities to the University of California, Davis. This agreement is available for use by ALL University of California (UC) campuses, Medical Centers and Laboratories (Must show UC system ID to receive agreement rates if not part of a group reservation).</p> <p>This agreement will be supplemented by the Hyatt Hotel Group Agreement Addendum which outlines the specific details of a particular group reservation (i.e. number of rooms, payment methods, conference rooms required etc.). A Departmental Purchas Order is used in lieu of signing the hotel addendum by the using organization. In the event of any conflict between this agreement and the hotel addendum, this agreement will take precedence.</p>						

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TAX?	ITEM #	QUANTITY	UNIT	CATALOG # / PART #	UNIT PRICE	TOTAL PRICE
	2				\$ 0.00	

ITEM DESCRIPTION

ROOM RATES AND MAKING RESERVATIONS

Individual room rate for less than 10 rooms is \$139 plus tax per room. The rate for groups of 10 or more rooms is \$129 plus tax per room.

INDIVIDUALS (LESS THAN 10 ROOMS)

For up to 9 reservations, send a Departmental Purchase Order (DPO) to ucdavispo@mail.com referencing this agreement number or call 530-756-9500 and press zero, ask for Asst. General Mgr. Paula Rowland or contact her directly at 530-297-3185 or paula.rowland@hyatt.com.

GROUPS OF 10 PLUS (MORE THAN 10 ROOMS) (\$10 PER ROOM DISCOUNT)

For groups of 10 or more, call 530-756-9500 and press 2, to reach Sales Mgr. Katherine Lucas. You may also contact her directly at 530-297-3183 or via email at katherine.lucas@hyatt.com. After checking availability for your groups dates and size Katherine will email a Group Agreement indicating the particulars of your room block. A DPO confirming the reservation is to be faxed or emailed back to Katherine as acceptance of the Group Agreement. Within 48 business hours, Katherine will fax a counter signed agreement indicating the room block has been established and provide you with a group reservation code. Group attendees making individual reservations for this group AND using their travel card can contact the hotel directly at 530-756-9500 or the toll free number provided on the Group Agreement and ask for the indicated group code. Rooming lists for groups must be provided to Katherine directly.

MEETING ROOM RATES:

MEETING ROOM 1 - \$250.00 FOR A FULL DAY; \$125.00 FOR A HALF DAY (ACCOMMODATES UP TO 30 DEPENDING ON ROOM SETUP REQUESTED) 350 S.F.

MEETING ROOM 2- \$500.00 FOR A FULL DAY; \$250.00 FOR A HALF DAY (ACCOMMODATES UP TO 60 DEPENDING ON ROOM SETUP REQUESTED) 900 S.F.

FULL MEETING ROOM - \$750.00 FOR A FULL DAY; \$375.00 FOR A HALF DAY (ACCOMMODATES UP TO 90 DEPENDING ON ROOM SETUP REQUESTED)1,250 S.F.

CHECK-IN/OUT TIME

HOTEL CHECK IN TIME IS 3:00 PM; CHECKOUT TIME IS 12:00 PM. ALL GUESTS ARRIVING BEFORE 3:00 PM WILL BE ACCOMMODATED AS ROOMS BECOME AVAILABLE. BAGGAGE CHECK AVAILABLE.

EARLY ARRIVAL/LATE DEPARTURE RATES

THE ABOVE NOTED GUEST ROOM RATES ARE FOR THE SPECIFIC DATES OUTLINED. GUEST ARRIVING PRIOR TO OR DEPARTING AFTER THE SPECIFIED DATES NOTED WILL BE OFFERED THE ABOVE RATES, BASED UPON AVAILABILITY.

OCCUPANCY AND TAXES

ALL ABOVE RATES ARE SUBJECT TO CURRENT APPLICABLE STATE AND LOCAL TAXES, WHICH ARE PRESENTLY AT 13% (SUBJECT TO CHANGE).

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TAX?	ITEM # 3	QUANTITY	UNIT	CATALOG # / PART #	UNIT PRICE \$ 0.00	TOTAL PRICE
<p>ITEM DESCRIPTION</p> <p>AMENITIES</p> <ul style="list-style-type: none"> - COMPLIMENTARY CONTINENTAL BREAKFAST - FREE HIGH SPEED INTERNET ACCESS THROUGHOUT THE HOTEL, WIRELESS HARD WIRED - FREE PARKING - FREE LOCAL SHUTTLE - 24/7 GALLERY CAFE - 24 HOUR FITNESS CENTER - IN ROOM MOVIES - 42" FLAT PANEL HDTV'S - REFRIGERATOR - COMPLIMENTARY NEWSPAPER - OUTDOOR HEATED POOL - GUARANTEED CORPORATE RATE - GOLD PASSPORT <p>PREFERRED CORPORATE RATE PROGRAM</p> <p>PARKING THE HOTEL OFFERS COMPLIMENTARY PARKING.</p> <p>HOTEL SHUTTLE THE HOTEL OFFERS COMPLIMENTARY SHUTTLE TO THE LOCAL MALL, THEATERS AND RESTAURANTS. PLEASE SEE THE FRONT DESK FOR SCHEDULING</p>						

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TAX?	ITEM #	QUANTITY	UNIT	CATALOG # / PART #	UNIT PRICE	TOTAL PRICE
	4				\$ 0.00	

ITEM DESCRIPTION

PERFORMANCE

THE PERFORMANCE OF THIS AGREEMENT BY EITHER PARTY IS SUBJECT TO ANY CIRCUMSTANCE MAKING IT ILLEGAL, IMPRACTICAL OR REASONABLY IMPOSSIBLE FOR THE HOTEL TO PROVIDE THE SERVICES AS PROVIDED FOR HEREIN AT THE HOTEL, INCLUDING EVENTS CAUSED BY ACTS OF GOD, WAR, GOVERNMENT REGULATIONS, DISASTER, STRIKES, CIVIL DISASTER, OR CURTAILMENT OF TRANSPORTATION FACILITIES, OR CURTAILMENT OR INTERRUPTION OF UTILITY SERVICE FOR SEWER, WATER OR POWER TO THE HOTEL. THE AGREEMENT MAY BE TERMINATED BY EITHER PARTY FOR ANY ONE OF THE ABOVE REASONS BY WRITTEN NOTICE FROM THE HOTEL TO UNIVERSITY WITHIN TEN (10) DAYS OF THE HOTEL LEARNING OF THE BASIS FOR TERMINATION.

WRITTEN NOTIFICATION REQUIRED:

LESS THAN THIRTY (30) DAYS PRIOR TO ARRIVAL
 LESS THAN SIXTY (60) DAYS PRIOR TO ARRIVAL
 LESS THAN ONE HUNDRED TWENTY (120) DAYS PRIOR TO ARRIVAL
 121 DAYS OR MORE PRIOR TO ARRIVAL

PENALTY FEE

80% GUESTROOM AND TAX FOR ENTIRE STAY OF CANCELLED ROOMS
 75% GUESTROOM AND TAX FOR ENTIRE STAY OF CANCELLED ROOMS
 50% GUESTROOM AND TAX FOR ENTIRE STAY OF CANCELLED ROOMS
 25% GUESTROOM AND TAX FOR ENTIRE STAY OF CANCELLED ROOMS

ROOM ATTRITION

IF HOTEL SHOWS THAT THE UNIVERSITY HAS PICKED UP LESS THAN 80 PERCENT OF THE CONTRACTED ROOM BLOCK, HOTEL AGREES TO PERFORM AN AUDIT BEFORE INVOICING UNIVERSITY FOR ATTRITION DAMAGES. UNIVERSITY WILL PROVIDE HOTEL WITH AN ALPHABETICAL LIST OF ATTENDEES (INCLUDING STAFF AND EXHIBITORS, IF APPLICABLE). HOTEL AGREES TO COMPARE THIS LIST IN GOOD FAITH WITH THE LIST OF IN-HOUSE GUESTS OVER UNIVERSITYS MEETING DATES (INCLUDING UP TO THREE DAYS PRIOR AND TO THREE DAYS FOLLOWING MEETING DATES) AND CREDIT UNIVERSITY FOR PICKUP FOR ANY UNIVERSITY ROOMS BOOKED OUTSIDE THE UNIVERSITY BLOCK REGARDLESS OF RATE OR RESERVATIONS METHOD. HOTEL WILL PROVIDE UNIVERSITY WITH A FINAL ROOM PICK UP REPORT NO LATER THAN 14 DAYS AFTER THE CONCLUSION OF THE PROGRAM. HOTEL WILL PROVIDE DOCUMENTATION OF STATE LAW REQUIRING TAX PAID ON ATTRITION. UNIVERSITY WILL GET CREDIT FOR ROOMS BILLED AS NO SHOWS.

UNIVERSITY CANCELLATION OF CONFERENCE AGREEMENT AND/OR SPECIFIC EVENTS

IF CONFERENCE CENTER RESELLS ANY OF THE LODGING, CONFERENCE ROOM AND/OR CATERING COMMITMENT OUTLINED IN THIS AGREEMENT WITH A SUBSTITUTE EVENT OR OTHER PATRONAGE, THUS RECOUPING OR REDUCING ITS LOSSES FROM UNIVERSITY CANCELLATION OF ANY PART OF ITS COMMITMENT, CONFERENCE CENTER SHALL REDUCE UNIVERSITY CANCELLATION FEES LISTED IN THIS AGREEMENT BY THE AMOUNT RECEIVED FROM RESELLING THE LODGING, CONFERENCE ROOM AND CATERING COMMITMENT FOR AND DURING THE SAME DAYS AS THE UNIVERSITY CONTRACTED EVENT. IN EVENT OF DISAGREEMENT AS TO DOCUMENTATION OF RESOLD ROOMS AND/OR SERVICES OF CANCELLED UNIVERSITY AGREEMENT OR PARTIAL COMMITMENT, CONFERENCE CENTER SHALL MAKE ITS BOOKING RECORDS AVAILABLE FOR UNIVERSITY AUDIT.

INDEMNIFICATION AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS ONE ANOTHER AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, INVITEES AND GUESTS AGAINST ALL CLAIMS LOSSES OR DAMAGES TO PERSONS OR PROPERTY, GOVERNMENTAL CHARGES OR FINES AND COSTS, INCLUDING REASONABLE ATTORNEYS FEES, ARISING OUT OF OR CONNECTED WITH THIS CONTRACT, BUT ONLY IN PROPORTION TO THEIR OWN NEGLIGENCE, INTENTIONAL ACTS, OR WILLFUL MISCONDUCT.

GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED ACCORDING TO CALIFORNIA LAW, AND ANY DISPUTE SHALL BE HEARD IN A COURT OF COMPETENT JURISDICTION IN THE STATE OF CALIFORNIA.

PO TOTALS:

ITEM SUBTOTAL: \$
 TAX SUBTOTAL: \$
 GRAND TOTAL: \$

NOT TO EXCEED:

TERMS AND CONDITIONS

- University of California Terms and Conditions For Various Fund Sources (Attachment A, Rev. 8/99) apply to this order. These terms and conditions can be viewed at http://purchasing.ucdavis.edu/forms/PUR_TermsConditions.pdf.
- This Order shall be subject to the examination and audit by the California State Auditor for a period of three years after final payment under this Order. The examination and audit shall be confined to those matters connected with the performance of the Order, including, but not limited to, the costs of administering the Order.

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3 California Public Contract Code Section 10518 requires that each Seller who enters into an Order with the University for \$10,000 or more be assigned an identification number and that such Seller use the assigned number on all subsequent Orders with the University. The University has designated the Seller's Federal Employer Identification Number or Social Security Number, as appropriate on each Order. The number shall remain unchanged regardless of future name changes.

Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is mandatory. Disclosure of the Social Security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404.1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security number is to verify your identity. The principal uses of the Social Security number shall be to report payments you have received to the Federal and State governments.

4 Seller warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Non-procurement Programs (<http://epls.gov/epls/jsp/PrivacyActProvisionsEPLS.jsp>). This Order shall be subject to immediate termination in the event that Seller is excluded from participation in any federal healthcare or procurement program.

5 Invoice according to this Purchase Order, as itemized. Submit one invoice after the order has been shipped in full. Failure to invoice according to this Purchase Order will delay payment.

6 Show Permit Number when billing California Use Tax. If this Order includes services which may be reportable for income tax purposes, and if you are an individual proprietor or partnership, please indicate on your invoice your taxpayer reporting number (Social Security number or Employer Identification Number) in accordance with requirements of the Internal Revenue Service, pursuant to Federal Privacy Act of 1974, Section 6011 and 6051 of Subtitle F amended. Social Security number is used to verify your identity. The principle use of the number shall be to report payments to Federal and State governments.

This Order shall be governed by the laws of the State of California. Prices specified include all taxes and shall not be increased by failure of Seller to have included any applicable tax or as the result of any change in Seller's tax liability. No variations, deletions, price increases, changes or modifications shall be effective without written approval by the University.

Indicate Order number on all packages, packing slips and invoices. Itemize invoices, showing number of units and unit price. Invoices not on printed billhead must be signed by claimant or agent, showing signer's title. The University shall pay properly submitted invoices as specified on this Order after (i) the acceptance of goods or services by University; or (ii) receipt of an undisputed invoice, whichever is later

The University is not liable for late payment penalties or interest charges imposed by a vendor's invoice, unless the University has agreed to in this Order.

7 Seller shall provide all applicable rebates, credits, incentives earned, used, or on account. Checks shall be made payable to "The Regents of the University of California" and mailed to the University of California, Davis, One Shields Avenue, Cashier's Office, Davis, California, 95616. Seller shall make reference to department name and purchase order number on all checks. Periodic Statement Requirement: Seller shall send periodic statements listing all rebates, credits, or incentives earned, used or on account for the University. Statements shall include department name and purchase order number, etc.. Statements should be mailed to the University of California, Davis, Materiel Management, 202 Cousteau Place, Suite 205, Davis, California 95618-7761, Attention: Director, Materiel Management.

8 Subcontracting: Seller has prime contract responsibility; subcontractors may be used, but the Seller must accept full responsibility for subcontractors' performance. All subcontractors and the type of contractual arrangement must be identified by the Seller. The Seller shall be responsible for meeting all terms and conditions of this agreement. In addition, the Seller shall insure all subcontractors obtain, keep in force, and maintain insurance coverage as specified by the University for all work performed under this Order. The University reserves the right to approve/disapprove all subcontractors.

In the event that University determines that an employee of Seller or a subcontractor is unqualified, unruly, or in any way in endangering the University, Seller shall remove employee/subcontractor at the request of the University. This provision shall apply to all Seller personnel. Seller shall pay to each employee and subcontractor a salary for work on this contract not less than the general prevailing wage rate in effect in the locality in which the work is done.

Seller, and any subcontractors performing work hereunder, shall maintain accounts, records, documents and other evidence ("Records") detailing all elements of their quotation costs and supporting all charges made by them under this Order. These records shall be retained by Seller and subcontractor for a period of three (3) years from the date of the expiration of this Order. The system of accounts employed by the Seller and the subcontractors hereunder shall be satisfactory to the University, shall be in accordance with generally accepted accounting principles consistently applied, and shall be subject to inspection and audit by University and any of its duly authorized representatives at all reasonable times and places.

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9 Environmental Sustainability: Seller shall strive to comply with the "University of California's Policy Guidelines For Sustainability" both in conducting business with the University and in managing its own internal systems and procedures. This policy can be viewed at http://www.ucop.edu/purchserv/rfp/sas/attach_d.pdf

Seller shall strive for all correspondence and information presented in hard copy to be printed double-sided on 30% or higher Post-Consumer Waste (PCW) recycled paper.

Seller shall strive to utilize environmentally responsible packaging and recycling practices that include, but are not limited to:

- * Products that are packed and shipped are to have packing and packaging which is environmentally sensitive.
- * Stuffing (e.g., "paper filler", etc.) is to be biodegradable.
- * INSTAPAK should not be used.
- * Wrapping, boxing and crating are to be minimized.
- * Recycled content and biodegradable materials are to be utilized.
- * Large shipments (pallets/skids, etc.) are to be shrink-wrapped.
- * Pallets need to be of standard size with 4-way entry and should be reusable

Seller shall strive to work with Original Equipment Manufacturers (OEM's), suppliers, etc. so that direct ship and pass through shipments are packaged with the same consideration. Product shall be protected in such a way to avoid any shipping and handling damage while in-transit. Seller shall strive to minimize the adverse effects of packaging on the environment.

Seller shall strive to provide applicable environmentally preferable options which may include:

- * Products with Energy Star, EPA, Forest Stewardship Council (FSC), Green Seal, Greenguard, EPEAT or equivalent certification standards with supporting documentation.
- * Reusable, refurbished or remanufactured options where feasible.
- * Minimal cadmium, lead, mercury and VOC product content options.
- * Products with recycled content
- * CFC free products.

ADDRESS ALL CORRESPONDENCE AND ACKNOWLEDGEMENTS PERTAINING TO THIS ORDER TO:



Wayne Boney

530-754-1347

530-757-8720

wboney@ucdavis.edu

BUYER SIGNATURE

BUYER NAME

TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

UNIVERSITY OF CALIFORNIA DAVIS PURCHASING DEPARTMENT
One Shields Avenue
DAVIS

CA 95616