

**HASTINGS COLLEGE OF THE LAW  
UNIVERSITY OF CALIFORNIA**

**Invitation to Bid #45-0169**

**Media Services Remodel - REBID**

**San Francisco, California**

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**Due: February 5<sup>th</sup>, 2015  
4:00 p.m. Pacific Time**

**OWNER:**

University of California  
Hastings College of the Law  
200 McAllister Street  
San Francisco, California 94102

**ARCHITECT/ENGINEER:**

MK Think

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### POSTED AND REFERENCED ON UC HASTINGS PUBLIC WEBSITE

Link: <http://sites.uchastings.edu/purchasing/36-2/>

- A. Advertisement
- B. ITB
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### ATTACHMENTS PROVIDED BY UCH

- |   |              |
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### ATTACHMENT TO BE PROVIDED BY THE BIDDER

- List of Subcontractors (bidder provide and label as an Attachment 8)
- List of References (bidder provide and label as Attachment 9)

## **I. Introductory Pages - C**

### **UNIVERSITY OF CALIFORNIA, HASTINGS COLLEGE OF THE LAW – AN OVERVIEW**

Hastings College of the Law, founded in 1878, is the oldest law school in California and the only public, freestanding law school in the country, affiliated with the University of California (UC), an instrumentality of the State of California. One of the top-rated law schools in the United States, Hastings has 1,070 full-time students more than 30 international students, and over 250 staff and faculty. Hastings' faculty is nationally renowned as both teachers and scholars. Along with law schools at Berkeley, Los Angeles, Irvine, and Davis, Hastings is part of the UC system and takes pride in its University of California affiliation. It is, however, distinguished by certain factors owing to the special nature of its founding in 1878. On its establishment, Hastings was designated "the law department of the University," and although affiliated with the University of California, Hastings is governed by its own 10-member Board of Directors.

The College's urban campus is located at the intersection of San Francisco Civic Center and the Tenderloin. The Civic Center is home to federal, state, and county courts, as well as the San Francisco Opera House, Asian Art Museum, Davies Symphony Hall, Bill Graham Civic Auditorium, and the San Francisco Main Library. In addition, the Civic Center, as the name represents, has been a "Mecca" for political views and gatherings and a place for weekly farmers' market and locals selling arts and crafts.

The College's campus consists of four buildings located at 200 McAllister (Mary Kay Kane Hall); 198 McAllister (David E. Snodgrass Hall); 100 McAllister (McAllister Tower) used for student housing, research centers, administrative offices, athletic and social spaces); and 376 Larkin (parking garage with retail on the ground floor).

This project will be on designated segments of both 198 and 200 McAllister Street.

## **II. BIDDING REQUIREMENTS**

### **A. Invitation to Bid #45-0169**

#### **1. PROJECT NAME, SCOPE AND LOCATION**

University of California  
Hastings College of the Law  
Media Services Remodel  
San Francisco, CA 94102

This Invitation to Bid (ITB) solicits proposals for construction services related to providing all labor, material, and appurtenant work, in place and ready for use, to make the Media Services Remodel. Project site is in SF CA 94102, hereinafter called "Media Services Remodel", or the "Project. Work on the Project must be in accordance with the provided engineering plan drawings and specifications.

ITB #45-0169 is issued by the University of California Hastings College of the Law to provide potential bidders with project specific information to enable them to prepare and submit proposals for consideration and to satisfy the needs for expert assistance in the completion of the tasks outlined in the Specifications as the basis for the Scope of Work for the Project.

**Responses to ITB #45-0169 are due February 5, 2015.** Potential Bidders may obtain a copy online by accessing the Hastings web page at:  
<http://sites.uchastings.edu/purchasing/36-2/>

#### **2. QUALIFICATIONS TO PARTICIPATE:**

- Prospective Bidders and/or Bidder's Representatives must be present at the mandatory pre-bid conference on January 21, 2015, 1:00p.m. at 200 McAllister Street, SF CA; and,
- Bid responses are to comply with the terms, conditions and provisions stated herein; and,
- Bidders must not presently be debarred from doing business with any public agency; and,
- Bidders must hold the appropriate Class A or Class B current and active license issued by CSLB.

3. **BID PACKAGE:**

This bid package contains the following documents. If you have not received all of the documents, please contact Purchasing, Hastings College of the Law in writing by e-mail at [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu).

- Bidding Requirements
- Instructions and Conditions
- Terms and Conditions
- Bid Form Sheet and Pricing Proposal
- Sample Agreement
- General Conditions
- Project Specifications
- Attachments

4. **BIDDING SCHEDULE:**

Bidding milestone dates are detailed in Table I.

<b>Table I Bidding Schedule</b>	
<b>Event</b>	<b>Date</b>
Media Services Remodel, ITB #45-0169, is advertised.	1/9/2015
Bid documents posted.	1/14/2015
Mandatory Pre-Bid Conference: 1:00 p.m. <b>Meet at UC Hastings.</b> 200 McAllister Street, San Francisco, CA 94102 Meet in the lobby, security check-in.	1/21/2015 1:00 p.m.
Questions due from potential bidders. Questions must be in writing and sent to <a href="mailto:purchasing@uchastings.edu">purchasing@uchastings.edu</a>	1/26/2015
Answers provided by UC Hastings. Answers will be posted on the UCH web page.	1/28/2015
Bid Due Date/Time: Vendor responses are by 4:00 p.m. Pacific Time.	2/5/2015, 4:00 p.m.
A Public Opening of all Bids received by or before 4:00 p.m. will follow in Hastings Purchasing Dept. Bidders may attend, but attendance is not required or mandatory.	
Notice of Award	

## **PRE-BID CONFERENCE:**

A **mandatory** Pre-bid Conference and walkthrough will be held:  
**1:00p.m. 1/21/2015, meeting at 200 McAllister Street, San Francisco.**

Pre-bid attendees are reminded that sufficient time should be allowed for parking and locating the site of the meeting. RSVP for this meeting due to building security and space requirements. Meeting starts at 1:00 p.m. Following the business meeting, the group will then tour the job site.

Written questions or request for clarification regarding the General Requirements, General Conditions, Outline Specifications, Scope of Work Specifications, Floor Plans, Layouts and Drawings may be submitted by e-mail from the bid date release through 1/26/2015 by close of business. Email to [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)

## **6. RESPONSE SUBMISSION:**

University of California, Hastings College of the Law, at its sole and absolute discretion, reserves the right to waive any informality or non-material irregularities in any bid response or proposal received, to reject any or all bid responses or proposals, and to effect any combination of bids.

When responding to the Bid package, bidders must read the complete Bid package to follow and comply with the requirements of ITB #45-0169, including the submittal of all the required bid documents and completed forms as attachments, as well as any supplemental information to provide and include in the Bid Response.

***One (1) complete original with attachments is required to be responsive.***

Bid responses are to be mailed or delivered to:

University of California – Hastings College of the Law  
Purchasing Department  
200 McAllister Street  
Room 138  
San Francisco, CA 94102

Sealed bids should be clearly marked:

**INVITATION TO BID #45-0169**  
**Media Services Remodel - REBID**  
**Due: 4:00 p.m., 1/5/2015**

This deadline is also detailed above in Table I - Bidding Schedule.

No late bids accepted. The bidder is responsible for the mailing or delivery of bidder's Bid Response or Proposal at the appointed time, date and place.

**No facsimile or e-mail copies of the bid response will be accepted. A bid response received in this manner is automatically considered non-responsive and will be rejected**

## **7. QUESTIONS AND COMMENTS:**

Bidders should direct all questions or inquiries on the requirements of the Bid package in writing by email to:

Darryl Sweet, Director of Business Services  
[purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)

At the discretion of the College, an Addendum may be issued following the Pre-bid Conference.

## **8. RESPONSE FORMAT:**

Ensure your response meets the following format and response items:

- a. Bid Form Sheet: Bidders shall complete and the itemized bid form sheet, and ensure it sums to total the base bid amount. The bid form shall be signed by an officer of the company who has the authorization to honor the Bidder's response, including its technical and cost proposals and all bid documents required for submittal
- b. If the Base Bid is incomplete (e.g. missing required items, details, amount, etc..., the college will investigate and may declare the bid to be non-responsive, and reject it as such.
- c. Bids are to be accompanied by a bid bond (bidder's security) in the amount of 10% of the bid

**9. FINANCIAL STATEMENTS:**

UC Hastings will request financial statements of the apparent awardee immediately following the public bid opening and determination of lowest responsive bidder. Financial statements will be considered by UCH as part of overall responsible nature of low bidder. (Required upon demand)

**10. BID BOND:**

Bids must be accompanied with a Bid Bond. The bid bond will be executed in the amount of 10 percent (10%) of the bid sum. Bids submitted without a properly executed bid bond will be considered non-responsive and rejected as such. Bid Bond form provided by UCH.

**11. CONTRACTOR'S LICENSE:**

All bidders must have the appropriate contractor license as issued by the California Contractors State License Board. Class A or B, current and active status. Bidders not meeting this requirement will be declared non-responsive.

**12. SUB-CONTRACTOR LICENSING:**

Subcontractors must have current and valid licenses in the appropriate classes.

**13. BONDING CAPACITY:**

The College requires Payment and Performance bonds from the successful bidder in the amount of the contract. Selected Bidder is to demonstrate having sufficient bonding capacity for the Project and must provide a notarized statement from the bonding company, attesting to the Bidder's bonding capacity. Provide the bonding capacity notarized statement from a surety company. (Bidder provided.)

**14. BASIS FOR CONTRACT AWARD:**

It is the intent of the College to award the contract to the lowest responsive and responsible bidder. For purpose of contract award, the Contractor with submitting the lowest Base Bid in accordance with the requirements of the Invitation to Bid will be awarded the contract, should the College elect to award a contract. The base bid amount is used as the basis for award.



15. **CONTRACT:**

Notice of Award will be issued as soon as possible following the bid opening. The successful bidder will be required to execute a Contract Agreement between Owner and Contractor and furnish the required Payment and Performance Bonds, Certificate of Insurance, and their standard Terms and Conditions, including any other required documents within ten (10) business days from Notice of Award. If the ten day requirement is not met, the college may enforce the bid bond provision, and move to award to the second lowest bidder. A Sample Agreement is made a part of ITB #45-0169 and is shown as Attachment 1 (provided by UCH).

16. **CONTRACT DURATION & WORK PHASES:**

Contract duration is 92 days. The selected bidder will be required to submit a construction or performance schedule prior to the Pre-Construction or Kick-off Meeting, establishing the date of Substantial completion of the project, as defined in the ITB's Instructions and Conditions. It is to be completed to the College's full satisfaction **no later than ten calendar days (10) after issuance of the Notice to Proceed.**

17. **LIQUIDATED DAMAGES:**

For each calendar day beyond the construction end date for any work not substantially delivered or installed at the site, the vendor (or contract award bidder) shall be assessed liquidated damages of Five Hundred Dollars & 00/100 per day (\$500/day).

18. **CONCURRENT WORK AT JOB SITE:**

The successful bidder will not have exclusive use of the elevators and must coordinate their use with Facilities Operations and other users.

The successful bidder shall take all reasonable precautions to eliminate dust and minimize noise and disruption during the entire construction period as per the requirements and code compliance set forth by the City and County of San Francisco, as well as the rules and regulations of the College.

If required, the successful bidder agrees that temporary partitions shall be erected to confine noise and dust.

19. **HAZARDOUS MATERIALS:**

Notwithstanding, the successful bidder shall at all times exercise caution and remain cognizant to the possibility that hazardous materials undiscovered during the renovation may be present and discoverable during the conduct of the work. In the event that the successful bidder identifies potentially hazardous materials during the course of construction, the architect for the Project and the College's Facilities Operations Manager are to be notified immediately.

In the event that hazardous materials are identified, costs associated with its removal shall be borne by the College.

20. **PREVAILING WAGE:**

The Bidder shall comply with California Labor Code Section 1720 et seq. and Title 8 of the California Code of Regulations Section 16000 et seq. governing the payment of prevailing wages, as determined by the Director of the Department of Industrial Relations. In addition, the successful Bidder shall comply with Labor Code Section 1777.5, regarding apprentices.

21. **TAX WITHHOLDING:**

The successful bidder shall be solely responsible for withholding and payment of all taxes and contributions for unemployment insurance and employee benefits which may now or hereafter be imposed by the United States, state, or local tax authorities on bidder or otherwise for the Work; shall comply with all federal and state or local laws on such subjects and all rules and regulations promulgated thereunder, and shall maintain suitable forms, books and records and hold the College harmless from the payment of any and all such taxes and contributions or penalties; and shall pay such taxes, excise, assessments or other charges levied by any governmental authority on or because of the services, work, or any equipment, supplies or materials used in the performance or transfer.

22. **TAXATION:**

Equipment and/or materials shall be taxed based on the City and County of San Francisco. Warranty and labor shall not be taxed.

23. **W-9 FORM:**

A completed W-9 Form may be submitted with the Bid package.

**24. EXCEPTIONS:**

The college may determine a bid to be non-responsive based on the number and degree of exceptions, and as such, reject the bid.

**25. COSTS TO PREPARE THE RESPONSE:**

No costs or expenses incurred by bidders in response to ITB #45-0169 will be borne by the College. The College will not be responsible for reimbursing any cost or expenses incurred by bidders in preparation of their response to this Invitation to Bid.

**26. DURATION OF PROPOSED PRICING:**

The Bidder must agree that its Bid Response, including cost proposals that comprise the total contract sum of the Project will be held firm for one hundred eighty (180) days from submittal or until completion of the Work, whichever is longer.

**27. NON-RESPONSIBILITY OF THE REGENTS:**

The Regents of the University of California, a public corporation, is not a party to nor is it financially responsible for any work, contracts, or purchase orders related to ITB #45-0169

**28. BID DUE DATE AND TIME:**

The University of California, Hastings College of the Law, at its sole and absolute discretion, shall have the right to reject any or all bid responses or proposals, including but not limited to response or proposal not accompanied by any required items, or that is in any other way materially incomplete or irregular.

The College further reserves the right to waive informalities or irregularities in a bid response package received if such items do not materially affect the response, and to accept a bid response and to affect any combination of bid responses, which in the College's judgment is in the College's own best interests.

**29. ISSUING OFFICE:**

This ITB is issued by University of California, Hastings College of the Law. It is the intent of the College to award a contract to the lowest responsive and

responsible qualified Bidder in accordance with the requirements of the Invitation for Bid, and in the best interests of the College. At its sole and absolute discretion, the College shall have the right to reject *any* or *all* bid responses or proposals, to waive informalities or irregularities in a bid received, to accept the Bid and to effect any combination of bids, which in the College's judgment is in the College's own best interests.

## **B. INSTRUCTIONS AND CONDITIONS**

### **1. Basic Definitions:**

- A. The term "Applicable Code Requirements" means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over Hastings, Contractor, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work.
- B. The term "Application For Payment" means the submittal from Contractor wherein payment for certain portions of the completed Work is requested in accordance with the provisions of the Agreement between Hastings and Contractor.
  - 1. Retention of 5% will be withheld from payments to the contractor.
- C. The term "Beneficial Occupancy" means Hastings' right to occupy or otherwise make use of any part of the Work in accordance with the requirements of the Contract.
- D. The term "Certificate for Payment" means the form signed by Hastings Representative attesting to the Contractor's right to receive payment for certain completed portions of the Work in accordance with the requirements of the Contract.
- E. The term "Alternate," means a proposed change in the Work, as described in the Bidding Documents, which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
- F. The term "Change Order" or means a Contract Document authorizing one or more of the following : a change in the Work, an adjustment of the Contract Sum, an adjustment of the Contract Time in accordance with the requirements of the Contract.
- G. The term "Addenda" means written or graphic instruments issued by the College or the Architect as approved by the College prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- H. The term "Compensable Delay" means a delay that entitles the Contractor to an adjustment of the Contract Sum and an adjustment of the Contract Time pursuant to the requirements on the General Conditions.

- I. The term "Contract" means the written Agreement between Contractor and Hastings set forth in the Contract Documents.
- J. The term "Contract Modification" means an executed Change Order.
- K. The term "Bid Deadline" or "Bid Due Date/Time" means the date and time designated as the last date and time for receipt of Bids, as may be revised by Addenda.
- L. The term "Total Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.
- M. Any other proposed changes not part of the Work described in the contract will be considered additional services or work that may affect the Contract Sum or the Contract Time, or both. Such changes will not be accepted unless it has the College written authorization or approval.
- N. The term "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.
- O. The term "Contract Schedule" means the graphical representation of a practical plan to complete the Work within the Contract Time.
- P. The term "Contract Sum" means the amount of compensation stated in the Agreement for the performance of the Work.
- Q. The term "Contract Time" means the number of days set forth in the Agreement within which full completion of the Work must be achieved.
- R. The term "Contractor" means the person or firm identified as such in the Agreement and is referred to throughout the Contract Documents as if in singular number.
- S. The term "Day" as used in the Bidding Requirements and the Contract Documents, shall mean calendar day, unless otherwise specifically provided.
- T. The term "Defective Work" means work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of Hastings Representative, or the requirements of any inspection, reference standard, test or approval specified in the Contract Documents.

- U. The term "Drawings" means the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. The Drawings are listed in the List of Drawings.
- V. The term "Excusable Delay" means a delay that entitles the Contractor to an adjustment to the Contract Sum, pursuant to the terms and conditions of the Contract.
- W. The term "Extra Work" means Work beyond or in addition to the work required by the original Contract Documents, pursuant to the terms and conditions of the Contract.
- X. The term "Final Completion" means the point at which the Work has been fully completed in accordance with the Contract Documents as determined by Hastings' Representative pursuant to terms and conditions of the Contract, which includes the requirements on the Contract on Final Payment.
- Y. The term "Project" means the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Hastings or by Separate Contractors.
- Z. The term "Separate Contractor" means a person or firm under separate contract with Hastings performing other work at the Project site which affects the Work performed under the Contract Documents.
- AA. The term "Shop Drawings, Product Data, and Samples" means:
  - Drawings, diagrams, schedules, and other data specially prepared for the Work by Contractor or a Subcontractor to illustrate some portion of the Work;
  - Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate or describe materials or equipment for some portion of the Work;
  - Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
- BB. The term "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

- CC. The term "Subcontractor" means a person or firm that has a contract with Contractor or with a Subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers.
- DD. The term "Substantial Completion" means the stage in the progress of the Work, as determined by Hastings' Representative, when the Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair Hastings' ability to occupy and fully utilize the Work for its intended purpose.
- EE. The term "Superintendent" means the person designated by Contractor to represent Contractor at the Project site in accordance with the requirements of the Contract.
- FF. The term "Tier" means the contractual level of a Subcontractor or supplier with respect to Contractor. For example, a first-tier Subcontractor is under subcontract with Contractor; a second-tier Subcontractor is under subcontract with a first-tier Subcontractor, and so on.
- GG. The term "Unexcusable Delay" means a delay that does not entitle the Contractor to an adjustment of the Contract Sum and does not entitle the Contractor to an adjustment of the Contract Time.
- HH. Except as otherwise specifically provided, definitions set forth in other Contract Documents are applicable to all Bidding Documents, including the Scope of Work detailed in the Specifications, its programming, schematic design, design development, construction administration, layouts, drawings, floor plans and all technical, engineering interiors planning related to the Project.



2. **BIDDER'S REPRESENTATION:**

- a. Bidder, by making a Bid, represents that Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents; the Bid is based upon the materials, equipment, and systems required by the Bidding Documents, without exception; Bidder has visited the site, become familiar with the local conditions and the service level requirements of the College, and has incorporated these requirements and conditions into the Bidder's bid response; Bidder has the expertise, references, financial capacity, bonding capacity and has all required and applicable types of insurance coverage and permits to perform and complete all obligations under the Bidding Documents, including the Work described in detail in the Specifications; the person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder; Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.
- b. At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. Additionally, if Bidder is a joint venture, at the time of submission of the Bid, the Bidder shall have a joint venture license appropriate for the performance of the work, and each member of the joint venture shall likewise have the appropriate license. The State of California Business and Professions Code, Division 3, Chapter 9, known as the "Contractor's License Law," establishes licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving three or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade. All must be licensed in the State of California.

3. **BIDDING DOCUMENTS:**

- a. Bidders shall use complete sets of Bidding Documents in preparing bids. Copies of the Bidding Documents are made available to Bidders for the sole purpose of obtaining Bids for the Work and shall not be used for any other purpose. Forms must be completed in their entirety. All information requested in these forms must be provided in order to be considered "responsive" to the requirements

of this bid. Confidentiality of the information provided will be respected to the extent permitted by law.

- b. Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to the College's Facilities Operations Manager inconsistencies, or ambiguities discovered.
- c. Requests for clarification or interpretations of the Bidding Documents shall be addressed only to the person or firm designated in Section II – Bidding Requirements. Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by written Addenda as stated below and shall be delivered by mail or by email by Hastings' Representative as indicated in Section II.8 - Questions and Comments. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.
- d. Addenda will be issued only by the College or the Architect as approved by the College. Efforts will be made to notify bidders if addendum(a) are issued. Addendum(a) will be posted on the Purchasing web site. Addendum(a) will be issued such that prospective Bidders, should receive them no later than two (2) working days prior to the Bid Deadline.

**The College may issue an addendum withdrawing the Invitation to Bid, or postponing or rescheduling the Bid Deadline or Notice of Award at any time.** Due diligence resides with bidders. Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

**The bid drawings and/or specifications may be revised at any time during the bid process.**

- e. Each Bidder shall provide in the List of Subcontractors all first-tier Subcontractors that will perform work, labor or render such services. The failure to list any one of the requested information will result in Hastings treating the Bid as if no Subcontractors was listed for the Work Activity and Bidder will thereby represent and agree that it is fully qualified to perform that portion of the Work and shall perform that Work Activity. Subcontractors provided on the List of Subcontractors shall only be substituted after the Bid Deadline with the written consent of the College. All subcontractors must be licensed in the State of California. Subcontractors must be entered or listed in the bidder's response.

**4. WAIVER OF IRREGULARITIES**

The College in its review of bid submissions reserves the right to waive what it considers to be minor irregularities in any bid document, if said irregularity is deemed minor, non-material, and give no discernible advantage or favor to any bidder or bidders.

**5. CONSIDERATION OF BIDS:**

- a. To be eligible for consideration for award, Bidders must have the experience described in the Specifications for the Scope of Work.
- b. Bids, which have the required identification, in full compliance with the requirements set forth in ITB #45-0169, and are received on or before the Bid Deadline, will be given consideration by the College. The College will have the right to reject any or all bids not accompanied by any required items, or a bid that is in any other way materially incomplete or irregular. The College also reserves the right to waive informalities and minor irregularities, and to accept any portion of the proposal if deemed in the interest of the College to do so.
- c. The College will determine the lowest Bidder on the basis of the sum of the Total Base Bid amount.
- d. The College will select the apparent lowest responsive and responsible Bidder, demonstrated by experience and favorable references, and notify such Bidder on the Notice of Award Date as indicated in Table I of Section II-Bidding Requirements, Item #6. Within ten (10) working days from receipt of the contract agreement, the successful bidder shall execute said contract and return with certificates of insurance, in conformity with all specified insurance requirements, Performance and Payment Bonds, and Preliminary Performance Work Schedule to the same address stated for bid submission.
- e. The College will sign the contract document and return a copy to the contractor. No work shall be undertaken by the contractor until the contract is fully executed and an authorized college purchase order is in place.

The form of contract for construction is bound with the Work.

**6. PREPARATION OF BIDS:**

- a. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initiated in ink by

person signing bid. Quote unit prices and extend totals. In case of extension error, the unit price governs.

- b. Use of a brand name as a specification is not intended to restrict competition. Quote in accordance with specification or, on your alternate. Alternate offers to meet functional requirements, adequately supported by literature and your statement wherein specifications differ, will be considered for future purchase or, when feasible, for this purchase. If quoting on "an equal," the manufacturer's name and catalog number must be given, and descriptive cut and information must accompany your quotation. The Architect will determine the equality of alternates prior to contract award. All alternates must be pre-approved. Refer also to Paragraph 15, Substitutions, below.
- c. Quote on each item separately. Prices should be stated in units specified herein.
- d. Time of delivery or work deliverable is a part of the consideration and must be stated in definite terms and must be adhered to. If time varies on different items, the bidder so shall state in the column provided opposite each item. Time, if stated in number of days, shall mean calendar days.

7. **SUBMISSION OF BIDS:**

- a. Bids shall be submitted on the Bid Form included with the Bidding Documents or Bid Form Sheet. Bids not submitted on the supplied Bid Form will be rejected. All blanks on the Bid Form Sheet shall be filled in. Failure to submit a price quotation for any required Alternate or Unit Price or qualification of the Bid will result in the Bid being rejected.
- b. The Bid Form Sheet shall be signed by a person or persons legally authorized to bind Bidder to a contract.
- c. If the apparent responsive and responsible Bidder fails to sign and furnish all items required by the Bidding Documents within the time limit specified in the **Bidding Requirements**, the College will disqualify such Bidder and select the next apparent lowest responsive and responsible Bidder until all Bids have been exhausted.
- d. Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the party receiving Bids three days or 72 hours before the Bid Deadline. Such notice shall be in writing over the signature of Bidder. A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

**8. ALTERATION OR VARIATION OF TERMS:**

It is mutually understood and agreed that no alteration or variation of the terms of this bid shall be valid unless made or confirmed in writing and signed by the parties thereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto, shall be binding on any of the parties hereto.

**9. ASSIGNABILITY:**

A contract is not assignable by bidder either in whole or in part, nor shall the bidder subcontract any obligations hereunder without the College's prior written approval.

**10. COMPLIANCE WITH STATUTES:**

Bidder hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the performance of the Work.

**11. COVENANT AGAINST GRATUITIES:**

The bidder shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the bidder, or any agent or representative of the bidder, to any officer, employee of the College, or its agents, architects, project manager or their affiliates, with a view toward securing the performance of the contracts. For breach or violation of this warranty, the College shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the College in procuring on the open market any items, which the bidder agreed to supply, shall be borne and paid for by the bidder. The rights and remedies of the College provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under contract.

**12. SAMPLES:**

Samples of items, when required, must be furnished free of expense to the College and it not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

13. **RIGHTS AND REMEDIES OF COLLEGE FOR DEFAULT:**

- a. In the event any items furnished by the selected bidder or vendor in the performance of the contract or purchase order should fail to conform to the specifications, or the sample submitted by the vendor with Bid Response or Proposal, the College may reject the same, and it shall thereupon become the duty of the selected vendor to reclaim and remove the same forthwith, without expense to the College, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided, that should the vendor fail, neglect or refuse to do so, the College shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may thereafter become due to the vendor the difference between the prices named in the contract or purchase order and the actual cost to College.

In the event the vendor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the College to purchase in the open market and to reimbursement set forth above shall apply, excluding when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.

- b. Cost of inspection of deliveries of offers for delivery, which do not meet specifications, will be for the account of the vendor.
- c. The rights and remedies of the College provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under contract.

14. **CAL/OSHA COMPLIANCE:**

All items are to fully comply with any and all standards promulgated by the Department of Labor Occupational Safety and Health Administration Act, and CAL/OSHA Regulations and Standards.

15. **SUBSTITUTIONS:**

If applicable, information on any items proposed as substitutions for specified items must be submitted for review. Information submitted must include cut sheets. Technical information, samples, and any other information necessary to evaluate the quality of the substitution must be included in all substitution proposals. Only approved substitutions may be bid. The use of unapproved substitutions shall result in the rejection of the bid in its entirety.

16. **PRICING:**

- a. Prices for all items in the specifications shall be on a line item basis. Other charges shall include all fees, service, profit, overhead, freight, installation and other charges.
- b. All prices are to be bid, including any Deliveries, Shipping and Handling and Installation, including sales tax when applicable.
- c. On each line item, include the cost that is asked for. At the end of the category, on the total line, put the cost of all additional non-taxable charges in the "Non-Taxable Charges" space; and the total of the two in the "Total Category Charges" space. Non-Taxable charges include fees, service, freight, installation, etc.
- d. The College reserves the right to modify quantities either additive or deductive, for each item at the stated unit price. Some quantities, noted as "To Be Determined" or "TBD", will be determined by the College after award. Pricing shall be stated as a unit price for indefinite quantities.

17. **TAXES, CHARGES AND EXTRAS:**

- a. Unless otherwise definitely specified, the prices quoted herein include applicable taxes.
- b. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose, except taxes legally payable by the College will be paid by the College unless expressly included and itemized in the bid.
- c. Contractor shall be responsible for obtaining any/all permits and inspections required for project of this type. UC Hastings will pay for the costs of inspections and permits.
- d. [This provision intentionally left blank] [DRS – 7/29/14]
- e. The College does not pay Federal Excise Taxes. Do not include these taxes in your bid price, but do indicate on the face of the bid the amount of any such tax. The College will furnish all exemption certificates in lieu of such tax.

18. **STORAGE:**

- a. It is the responsibility of the vendor to stage materials at its site until it is needed at the job site at no additional charge, except as agreed upon.
- b. In that this is a construction project, it is always a question as to access to the building. The vendor shall have access to the building during normal business hours and will not have exclusive rights to access and use of the College's facility, including entrance/exit doors, stairwells, loading docks, parking spaces and elevators.
- c. Vendor assumes all responsibility for loss, theft, or damage to stored materials, equipment and tools due to any condition inside and outside of staging areas, if any, that was provided by the College for vendor's use.
- d. There is no storage at the project site. Storage for tools and job materials will be limited to the Project Site for use by Vendor.

19. **STAGING:**

Long-term staging for all items must be accomplished at the vendor's facility. Any minor, limited or short-term request for staging locations in the College's facility will be reviewed by the Facilities Operations Department. If approved, a written notification, including rules and regulations will be provided by the College. Strict policy and limited duration of the use of staging areas must be adhered to by the vendor, its crew or employees and the vendor's subcontractors.

20. **CONSTRUCTION SCHEDULE AND RELATED DELIVERY & INSTALLATION:**

- a. Performance of the Work shall occur between specified dates as part of the project in 2015. These dates are contingent upon the signing of the Contract. The vendor has 10 days to execute said Agreement.
- b. Work hours: UC Hastings typically allows construction to begin at 6:00a.m. with permission, however 7:00a.m. is preferable. Actual time TBD with awardee.
- c. Deliveries: Delivery of materials and equipment to the site must be during normal business hours on weekdays. Work will not be conducted on legal holidays without prior approval of the College.
- d. Shipments direct from the manufacturer/vendor to the site are not acceptable, unless approved in advance and in writing. If approved,



it still remains the responsibility of the vendor to receive the equipment at the site.

- e. A pre-construction meeting shall be scheduled as soon as practical following award. Typically, the pre-con meeting is within 5 to 10 business days of the agreement being fully signed.
- f. If applicable, the manner in which all items are "attached" to the ceiling, wall or floor must be submitted to the project manager and project manager for review and consideration and must have the written approval of the College and project manager.
- g. The installation of any materials or equipment must comply with applicable local and state codes and guidelines for seismic consideration. Within 5 days after written notification of award, the vendors shall provide the necessary details for the bracing of items to include technical data sheets, and installation drawings, if so required.
- h. The vendors shall be responsible for immediate inspection of products or materials upon delivery and for installation. Damaged goods and/or refurbished goods will not be acceptable for installation.
- i. Hastings' Representative(s), including the Project Manager shall be contacted within forty-eight (48) hours or within 2 days prior to start of construction to confirm start time, submittal of list of vendor personnel, including foreman, and list of subcontractors scheduled to perform the work.
- j. Immediately after each day of construction, all cartons, packing materials, etc. shall be immediately removed from job site by the vendors providing such materials. Disposal of the materials in the College's containers is not allowed.
- k. The responsibility for the placement of all materials, tools and equipment, in accordance with the drawings, shall be that of the vendor.
- l. Vendor shall be responsible for providing attachment or anchoring required seismic restraint of any construction materials, tools, hardware racks and equipment, including noise and dust mitigation enclosures or covers.
- m. Vendor shall be responsible for the electrical connection of any piece requiring electrical power. Contractor will coordinate all utility connections to the building site with the appropriate utility company or authority, including the authority of Hastings or its duly authorized representative. Contractor is responsible for the provision of any electrical service necessitated by the work.

- n. Construction and/or Installation personnel shall wear a shirt that includes the name of the firm. The color of the shirt shall be the same per vendor, but may vary from vendor to vendor as well as its subcontractors. Supervisory personnel may wear different colored shirts from their construction or installation personnel.
- o. No parking available at the site. Contractor is responsible for arranging his own parking and for obtaining all required permits, and/or paying daily parking fees.
- p. This facility is a non-smoking facility. Personnel are not allowed to smoke on the grounds of the facility except in designated areas. Anyone smoking in non-designated areas will be asked to leave the job site, and shall not be allowed to return for this project.
- q. Contract time for this project is 92 days.

**21. PUNCH LIST:**

- a. It is the responsibility of the vendor to prepare a Pre-Punch list of all tasks to be provided including defects, improperly moving parts, etc. Upon completion of the vendor Pre-Punch list, Facilities or the Architect will review the construction and its installation and prepare a Supplemental Punch List of all items that do not meet the specifications. It will be the responsibility of the vendor to correct all items on the Pre-Punch and Supplemental Punch lists for which the vendor is responsible.
- b. Final payment to the vendor will not be made until all items on the Pre-Punch and Supplemental Punch lists are corrected and approved by the Architect and accepted by the College.

**22. DRAWINGS:**

The performance of the Work or construction renovation requires layout drawings. If any of the vendor's items require information, it must be provided within five (5) days of receipt of purchase order for the Project. Drawings as necessary will be made available.

**23. CODES:**

It is the responsibility of the vendor to provide work construction materials, its tools and equipment, including installation that meet all applicable Federal, State and Local Codes. Modification to any goods and materials, which is required to meet these codes, is the responsibility of the vendor.

**24. PROPRIETARY AND CONFIDENTIAL INFORMATION:**

All submissions will become a matter of public record unless specifically exempted under an applicable provision of the California Public Record Act (Gov. Code Secs. 6250 et. seq.).

**25. COSTS INCURRED PRIOR TO AWARD:**

Hastings College of the Law is not liable for any cost that a bidder incurs prior to award of the bid, including the execution of the contract agreement, delivery of the said Agreement, Certificate of Insurance, Payment and Performance Bonds, Performance Schedules and Deliverables, and other contract documents to Hastings.

**26. PREVAILING WAGE AND APPRENTICESHIP STANDARDS:**

Bidders shall comply with California Labor Code Section 1720 et seq. and Title 8 of the California Code of Regulations Section 16000 et seq. governing the payment of prevailing wages, as determined by the Director of the Department of Industrial Relations. In addition, bidders shall comply with Labor Code Section 1777.5, regarding apprentices.

**C. Terms and Conditions of Purchase**

1. Invoice each Purchase Order separately. Items on a purchase order must not be billed with those on other purchase orders. Unless otherwise specified, all shipments are F.O.B. Delivered and Installed.
2. Substitutions, changes and prices other than specified above must be authorized in writing.
3. Acceptance implies the acceptance of all terms and conditions contained herein, all documents as provided within the Bid Document Package, and all specifications, drawings and additional terms and conditions referred to herein and/or attached hereto. Read them carefully. No substitutions of changes will be accepted without written approval of the Hastings.
4. This order or any payment due thereunder is not assignable by contractor without written approval of the Hastings.
5. Warranty and quality inspection: Contractor warrants all articles, materials and work furnished shall be good quality and free from defects, shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to Hastings' inspection; but neither Hastings' inspection nor failure material or work fails to conform specifications or is otherwise defective, Contractor shall promptly

replace same at Contractor's expense. No acceptance or payment by Hastings shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law. Warranty period for all items is one year.

6. Title: Contractor warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Contractor has a good and marketable title to same, and Contractor agrees to hold Hastings free and harmless against any and all claimants to said article, material or work. Title to the materials and supplies purchased thereunder shall pass to the Hastings at the F.O.B. point designated on the face hereof, subject to the right of the Hastings to reject upon inspection.

7. Taxes: Unless otherwise provided herein or by law, Contractor shall pay all sales, use, excise (except those articles exempt from Federal Excise Taxes stated on the face hereof), and other taxes, charges and contributions now or hereafter imposed on or with respect to or measured by the articles, materials or work furnished hereunder or compensation paid to persons employed in connection with performance hereunder, and Contractor shall indemnify Hastings against any liability and expense by reason of Contractor's failure to pay same.

8. Compliance: Contractor shall, comply, and has complied will all applicable State, Federal and local laws, regulations or orders applicable to the purchase, manufacture, processing and delivery of materials, including but not limited to the Fair Labor Standards Act of 1938, as amended. When requested, Contractor shall furnish evidence satisfactory to Hastings of such compliance. All items furnished pursuant to this purchase order shall conform to all applicable requirements of the California Occupational Safety and Health Act of 1973 (CAL/OSHA).

9. Infringement: Contractor shall indemnify and defend Hastings against all claims, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.

10. Invoice Discount: Contractor shall state its payment and discount terms on invoices. Discount period shall begin from date Hastings receives invoices or materials, whichever arrives last. Delay caused by correction or errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by Hastings.

11. Indemnity: The Contractor shall indemnify, defend, save and hold harmless Hastings College of the Law (Hastings), its officers, agents and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of the Contractor or its agents, servants, employees or subcontractors, hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of the Hastings or its officers or employees. Contractor will reimburse the Hastings for

any expenditure, including reasonable attorney's fees, the Hastings may make by reason of the matters that are the subject of this indemnification provision.

12. Insurance: During the entire term of this purchase order, and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements:

Within five (5) days after the full execution of this Agreement, Contractor will furnish Hastings with copies of the Contractor's insurance policies reflecting that it has obtained insurance in the amounts and of the types specified below.

Contractor's Liability Insurance:

Contractor shall purchase and maintain such insurance as will protect Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by Contractor, or by anyone for whose acts any other may be liable:

- Claims under Worker's Compensation, disability benefits, and other similar employee benefit acts;
- Claims for damage because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage;
- Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

Insurance covering claims for damages to persons or property required above shall be in the amounts stipulated by Hastings:

Bodily Injury Liability	Each Person:	\$2,000,000.00
	Each Accident or Occurrence:	\$2,000,000.00
Property Damage Liability	Each Accident or Occurrence:	\$2,000,000.00

Aggregate: \$2,000,000.00

and shall be furnished in the types specified, as follows:

- Coverage for Workmen's Compensation as required by California State law governing Worker's Compensation.
- Contractor's Liability Insurance issued to and covering the liability for damage imposed by law upon the Contractor and each subcontractor with respect to all Work performed by them under the Agreement (All Contract Documents).
- Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all Work under the Agreement (Contract Documents) performed for the Contractor by subcontractors.
- Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon Hastings or the Contractor with respect to all Work performed for Hastings or the Contractor by third-part personnel or supervisory personnel employed by Hastings under separate contracts.
- Completed Operations Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor and each subcontractor arising between the date of final cessation of the Work and the date of final acceptance thereof out of that part of the Work performed by each.
- Comprehensive Automobile Insurance shall be carried in the amount stipulated by Hastings of \$1,000,000 for bodily injury and \$1,000,000 for property damage, each occurrence. All liability and property damage insurance required hereunder shall be Comprehensive General and Automobile Bodily Injury and Property Damage form of policy.
- Errors and Omissions coverage, with a level of coverage not less than \$2,000,000.00
- The Contractor shall in addition, and in the amounts required under the above, obtain protective Liability Insurance issued to and covering the liability for damages imposed by law upon Hastings with respect to all operations under the Contract Documents by the Contractor or its subcontractors, including omissions and supervisory act by Hastings.
- Hastings College of the Law shall be named as the additional insured.

Comprehensive Risk Policy Option: In lieu of the several policies specified for Contractor's Liability Insurance, a comprehensive liability and property damage insurance policy inclusive of all the insurances and requirements herein set forth, with umbrella coverage of an amount stipulated by Hastings at \$2,000,000.00 will be acceptable.

Subcontractors' Insurance: Before permitting any of Contractor's subcontractors to perform any Work under this Contract, Contractor shall either (1) require each subcontractor to procure and maintain, during the life of the subcontracts, Subcontractor's Public Liability and Property Damage Insurance of the types and in amounts as may be applicable to the Work, or (2) insure the activities of subcontractors in Contractor's own policy.

#### Builder's Risk Insurance

- Contractor shall procure and maintain, for the duration of the work of this Project, all-Risk Builder's Risk Insurance, including the perils of fire, extended coverage (loss due to vehicles, explosion, wind, flood, riot, etc.), vandalism and malicious mischief, and special extended coverage (loss due to falling objects collapse, water damage from faulty or leaking systems, etc.) in the full amount of the Contract Sum plus the cost of authorized extras.
- Said amount of insurance coverage shall be considered to cover the insurable value of the work under this Contract, which is considered not to exceed one hundred percent (100%) of the amount of this Contract and authorized extras.
- Any self-insured retention under this insurance shall not exceed \$5,000.00.
- Such policy shall not insure any tools or equipment or temporary structures erected at the site and belonging to any person or persons, or their subcontractors who are obliged by contract with Hastings to do Work on the Project.
- Such insurance shall be placed jointly in the names of Hastings and Contractor. Contractor shall furnish Hastings with certification of said insurance prior to commencement of any Work.
- Any proceeds obtained from insurance provided for by the Builder's Risk Insurance shall be paid to and held by Hastings as trustee. Hastings shall have the right to withhold payment of such proceeds until such time as the Work destroyed or damaged and covered by such insurance shall be reconstructed, and shall pay such proceeds on an installment basis similar to that provided for by progress payments covering the original Work.
- Contractor's insurance shall contain a clause that Hastings College of the Law shall be held harmless for the Contractor's equipment on the premises.

#### Certificates of Insurance:

- Certificates of Insurance acceptable to Hastings shall be filed with Hastings within five (5) days from full execution of Agreement and before starting the Work at the Project sites. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or restrictive amendment will not take into effect until at least sixty (60) days prior written notice has been given to

Hastings. Contractor shall not permit any of its subcontractors to start Work until all required insurance has been obtained and certificates with the proper endorsements have been filed with the Contractor.

- Contractor shall furnish a Certificate of Insurance to Hastings as evidence of the required coverage within five (5) days from full execution of the Agreement.
- Such insurance policies shall have Hastings named additional insured.
- All insurance required under this Agreement is to be provided by carriers with a Best rating A-10 or better. Carriers must also be California-admitted companies listed as such by the Insurance Commissioner for the State of California.
- In addition, Hastings in its sole and absolute discretion may require Contractor to carry professional liability or malpractice insurance based upon the type of service Contractor has agreed to provide Hastings.
- Failure of the Contractor to comply with the foregoing insurance requirements shall in no way waive Hastings' rights hereunder.
- The insurance policies required in this Agreement shall be kept in force for the periods specified below:
  - i. Applicable Worker's Compensation Insurance shall be kept in force until the Contractor's services and work have been fully performed and accepted by Hastings in writing.
  - ii. Comprehensive General Liability Insurance and Comprehensive Automobile Liability insurance shall be kept in force until receipt of final payment by the Contractor.
  - iii. The Contractor's Professional Liability Insurance shall be kept in force for five (5) years after final payment for construction of the Project.

Owner's Liability Insurance: Hastings, at its option, may purchase and maintain such liability insurance as will protect the school against claims which may arise from operations under this Contract. Purchasing and maintaining such insurance, however, will not relieve the Contractor from purchasing and maintaining the insurance herein before specified.

13. Performance and Payment Bonds: On acceptance of this purchase order, Contractor shall be required to furnish a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract/purchase order. A payment bond shall accompany the performance bond. Said bond shall be issued on the form set forth by UC Hastings, and will be provided to the successful bidder.



14. Maintenance Bond. At the completion of the project, contractor shall furnish a maintenance bond to insure UC Hastings, during the term of one year from the date of acceptance of the work, for 100% of the amount of the project/contract/purchase order, against faulty or improper materials or workmanship that may be discovered during that time. Said Bond to be secured from an admitted surety insurer authorized by the Insurance Commissioner to transact business of the insurance in the State of California. Said bond shall be issued on the form set forth by the Hastings.

**D. Bid Form Sheet:**

**Submitted to:**

Purchasing Department  
Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102

The undersigned having examined in its entirety the Invitation to Bid #45-0169 prepared by Hastings College of the Law, titled and dated:

University of California  
Hastings College of the Law  
San Francisco, California

**Invitation to Bid #45-0169  
Media Services Remodel**

Due: February 5, 2015  
4:00 p.m. Pacific Time

hereby agrees to furnish all required labor, materials, equipment, transportation, and services and to perform all the Work required and described by the Bidding and Contract Documents, according to the conditions prescribed therein for the following considerations:

1. **BASE BID:** For the total project including all work of any nature called for in the drawings or specifications necessary for a total cost of purchase,

The sum of \_\_\_\_\_ Dollars\*  
(\$ \_\_\_\_\_).\*

\*this base bid shall be the sum of the itemized pricing sheet.

2. **ADDENDA:** Receipt of all addenda, notices, etc. bound with the specifications or issued during the Bidding Period and prior to the Bid Due Date/Time is acknowledged as follows:

Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

3. **LIST OF SUBCONTRACTORS:** The undersigned has completed the list of Subcontractors and hereby incorporates it into the Bid Response as Attachment \_\_\_\_ (bidder provided.)

4. LIST OF REFERENCES: The undersigned has completed the Reference Sheet (related jobs) and hereby incorporates it into the Bid Response as Attachment \_\_ (bidder provided.)
5. PRICING SHEET: The undersigned has completed the Pricing Summary Sheet and hereby incorporates it into the Bid Response as Attachment \_\_ (UCH provided.) The Pricing sheet sum shall equal the base bid listed in #1.
6. FINANCIAL STATEMENTS: Apparent awardee will be instructed to provide current financial statements for the company
7. TITLE AND LOCATION OF BIDDER (Type or print answers to classification below which defines Bidder's type of organization; furnish all information required for appropriate classification):

( ) BIDDER IS AN INDIVIDUAL

---

( ) BIDDER IS AN INDIVIDUAL DOING BUSINESS UNDER A FIRM

NAME

---

(Firm name)

---

(Individual's Name)

( ) BIDDER IS A PARTNERSHIP

---

(Partnership name)

Names of All Partners

---

---

---

( ) BIDDER IS A CORPORATION

---

(Full Name of Corporation)

Incorporated in the State of

\_\_\_\_\_

( ) BIDDER IS A JOINT VENTURE

\_\_\_\_\_

(Full Name of Joint Venture)

Incorporated in the State of

\_\_\_\_\_

8. INSURANCE: (As stipulated in the contract agreement between Hastings and Contractor – a sample of which is included in the Bid Packet)

Workers' Compensation is placed with: \_\_\_\_\_

Public Liability and Property Damage Liability is placed with:

\_\_\_\_\_

9. CONTRACTOR LICENSE: Provide #:\_\_\_\_\_.

Class: \_\_\_\_\_

10. EXECUTION OF CONTRACT: If written notice of acceptance of this Bid is mailed or delivered to the undersigned within the time stated in the Bidding Requirements, or any time thereafter before this Bid is withdrawn, the Undersigned shall, within ten (10) calendar days from the date of receipt of such written notice, execute in duplicate and return a contract according to the Form of Agreement issued with the Work. In addition, the undersigned will furnish Certificates of Insurance in conformity with all specified insurance requirements, Payment and Performance

Bonds, Preliminary Work Schedule, including the College's Drug-Free Workplace Certification. The form of contract for construction is bound with the Work.

11. PRE-QUALIFICATION DECLARATION:

By submitting the completed Bid Form Sheet (including Pricing Sheet and all required forms for ITB #45-0169) I hereby declare that I am duly authorized to sign below on behalf of the firm; and that all information set forth in this document and all attachments hereto are, to the best of my knowledge, true, accurate and complete as of its submission date.

I, the undersigned, hereby agree and declare that receipt of this submittal by U.C. Hastings College of the Law does not constitute either a direct or implied guarantee to the Bidder or Vendor that bid award is or will be granted and also agree to the procedures and conditions of the bidding requirements described in documents for MEDIA SERVICES REMODEL - Invitation to Bid #45-0169.

BIDDER'S SIGNATURE (Affix Corporate Seal, if appropriate)

Signed \_\_\_\_\_

Title \_\_\_\_\_

Name of Firm, Partnership or Corporation:

\_\_\_\_\_

Business Address/Phone/Fax/E-mail (Please indicate below.):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_