

REQUEST FOR PROPOSALS #67-0160

Project Management Services



UC HASTINGS
COLLEGE OF THE LAW

RFP Issue Date: August 10, 2016

RFP Due Date: September 7, 2016

Contact purchasing@uchastings.edu



Project Management Services

Purpose

The purpose of this Request for Proposals (RFP) is to secure the following:

- Project Management services to execute a package of infrastructure projects under the Long Range Campus Plan (LRCP) on the University of California Hastings College of the Law campus in San Francisco, CA. This package is comprised of deferred maintenance and tenant improvement projects for the College’s building at 200 McAllister, “Kane Hall”, including roof replacement, and to a lesser extent at 198 McAllister, “Snodgrass Hall”.

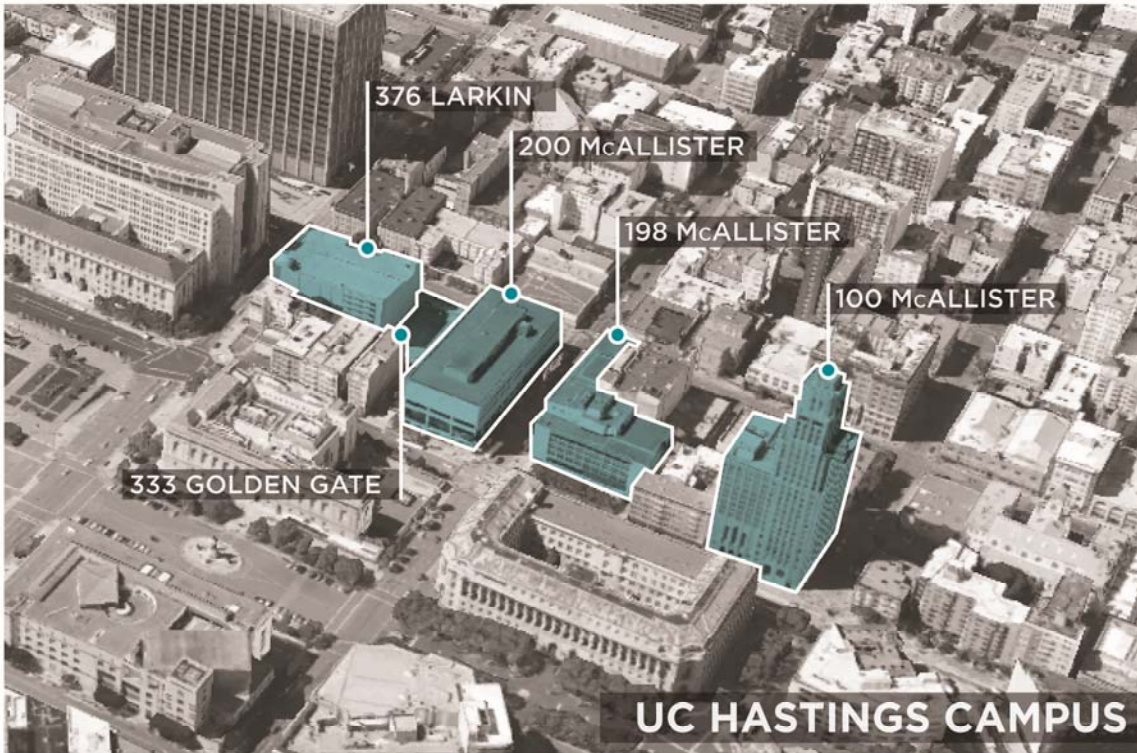
Context

Founded in 1878 as the “law department” of the University of California by Chief Justice Serranus Clinton Hastings, UC Hastings College of the Law was established by the California Legislature with its own Board of Directors. With the exception of the degree-granting authority held by the UC Board of Regents, all other aspects of the College are operated independently under the oversight of the UC Hastings Board of Directors. UC Hastings is the oldest public law school in California, and the only stand-alone, public law school in the nation.

UC Hastings’ reputation for academic excellence, its formal affiliation with the University of California (UC), and its location in San Francisco’s downtown Civic Center are major factors contributing to the overall strength of the Institution.

As the only stand-alone college of law within the UC system, the College has been nimble in conserving building budgets and maintenance resources. The LRCP is the product of a comprehensive planning process which finds that within the next ten years three-fifths of campus properties must be replaced or substantially upgraded. This development program identifies significant opportunities to re-vision the campus’ built environment and infrastructure to more adequately reflect the College’s vanguard talent and pedagogy. Development projects under the LRCP include the replacement of the primary academic facility; the demolition, construction and rehabilitation of campus housing to create a Graduate Student Village; all enveloped and connected by an appealing, functional Commons. Each development project includes significant attention to dimensions of sustainability and resilience.

The LRCP coordinates multiple initiatives to re-create UC Hastings in expression of the College’s brand of bold innovation and legacy of public service.



Learn more about the Long Range Campus Plan.

- The **LRCP Master Planning Archive** available from:
 - <http://www.uchastings.edu/about/leadership/strategic-plan/lrcp/master-planning-archive/index.php>
- The **LRCP Environmental Impact Report** available from:
 - <http://www.uchastings.edu/about/leadership/strategic-plan/lrcp/eir/index.php>
- **LRCP Critical Success Factors** provides a summary view of design and execution criteria for all LRCP projects available from:
 - <http://www.uchastings.edu/about/leadership/strategic-plan/lrcp/resources/RFP-critical-success-factors-f.pdf>

LRCP Projects is an initiative designed to help facilitate smooth execution of the previously described building projects by addressing mission critical campus functionality through delivery of deferred maintenance and tenant improvements primarily at Kane Hall at 200 McAllister St. The California Department of General Services is delivering the replacement academic building

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at 333 Golden Gate Ave. The firm selected under this Request for Proposal will not be engaged in project delivery for 333 Golden Gate building.

Scope of Work

The awarded firm will act as the Project Manager (PM) for LRCP Infrastructure Projects described in further detail below (Projects and Sub-Projects). Project management deliverables and duties will primarily include, but not necessarily be limited to, the following components:

1. Develop and maintain a project implementation plan, including project objectives and success criteria, deliverables, role/responsibilities/contact information, communication protocols, document control methodology, cost management, schedule management and quality management plans, for all of the Projects and Sub-Projects described below.
2. Assume primary responsibility for coordination with all existing vendors for the Projects and Sub-Projects.
3. Assist in the formulation of plans/specifications/drawings for use in the public bidding process, evaluating proposals and assisting UC Hastings in the selection of vendors, and preparing documentation as may be required.
4. Determine phasing of work, critical paths, and milestones for Projects to achieve maximum efficiency and minimal disruption to the UC Hastings community.
5. Coordinate and ensure consistency and continuity across all Sub-Projects.
6. Develop and maintain a master schedule of all Sub-Projects and coordinate the work of engineers and professional service providers to achieve optimal Project integration strategies.
7. Ensure Project compliance with applicable regulatory, audit, and grant requirements and develop compliance protocols and procedures as may be necessary.
8. Facilitate design sessions, project meetings, status update meetings with the audiences at the line of business and executive levels and ensure meeting minutes are produced and distributed.
9. Track Project documents (feasibility reports, statements of work, project plans, etc.) and maintain a repository of all Project documents.
10. Develop project budgets with the CFO and provide monthly budget reports to the CFO.
11. Report on Project progress, issues and changes to UC Hastings administration through regular status reports and post-implementation audits.
12. Contribute to development of a solar master plan and conduct due diligence.
13. Assist College staff in review and approval of Project-related invoices and other fiscal oversight support.

Projects and Sub-Projects:

The 2016 budget allocates funding earmarked for various activities in 200 McAllister (Mary Kay Kane Hall) and 198 McAllister (David E. Snodgrass Hall).



I. 200 McAllister St. Roof Projects

UC Hastings currently has a number of projects either currently ongoing or planned for the 200 McAllister roof. The 200 McAllister Street Roof Sub-Projects include the following:

1. Facade access upgrade: Installation of facade access anchors on the roof to enable maintenance of the building exterior and window washing.
2. Roof replacement: The roof of 200 McAllister leaks during heavy rains; it needs to be replaced.
3. Roof decking and master plan: A roof master plan is being developed; coordinate preparation of specification suitable for public bidding coordinating with other Architectural and Engineering professionals as required.
4. Future solar installation implementation: Incorporate penthouse deployment of photovoltaic array in solar master planning.
5. Roof waterproofing: Water-proofing membranes on the HVAC breezeway and the patio of 200 McAllister have failed and need to be replaced.

II. Deferred Maintenance Projects – 200 McAllister & 198 McAllister St.

UC Hastings has developed the following list of deferred maintenance Sub-Projects:

1. Electrical infrastructure: The emergency generator supporting 200 McAllister is undersized and dates back to 1979. It needs to be replaced with a unit of greater capacity not only to support the current load, but to support additional loads, such as elevator recall and the phone switch during times of emergency.
2. Building envelope maintenance: Water penetrating the building can lead to structural failure. In addition to replacing the entire roof of 200 McAllister (described above in Part I), we also need to patch roof areas in 198 McAllister to prevent water from damaging the building.
3. Dining Commons: Replacement of existing cooking exhaust duct with code-compliant assembly in 200 McAllister Dining Commons.

III. Tenant Improvement Projects – 200 Mc Allister St.

UC Hastings will improve efficient use of space in its buildings through the following Tenant Improvement Sub-Projects:

1. 6th Floor Re-configuration: Reconfiguration of existing 6th floor former Library space for classroom, office and clinic use.
2. Ground Floor Re-configuration (200 McAllister): Reconfiguration of former bookstore and student services areas to achieve operational efficiencies and enhanced functionality.
3. Other Tenant Improvements: Improvements to the interior and exterior lobby including a donor wall.



UC Hastings Contact Information

The primary contacts for this process are:

David Seward, Chief Financial Officer
sewardd@uchastings.edu

Sunny Dhamrait, Facilities Manager
dhamrait@uchastings.edu

Darryl Sweet, Director of Business Services
purchasing@uchastings.edu

Tentative Schedule & Milestones

RFP posted at http://sites.uchastings.edu/purchasing/current-bids-fy-2016-2017/	Aug. 10, 2016
Questions due to purchasing@uchastings.edu	Aug. 18, 2016, by 5:00 p.m. PT
Responses from UCH posted at http://sites.uchastings.edu/purchasing/current-bids-fy-2016-2017/	Aug. 26, 2016
RFP due to purchasing@uchastings.edu	Sept. 7, 2016, by 5:00 p.m. PT
Evaluation period	Sept. 8 - 15, 2016
Target award date	Sept. 16, 2016

Guidelines for Submittal

To appropriately evaluate each design firm’s capabilities, responses are to be tendered according to the guidelines listed below.

UC Hastings requires demonstration of capabilities through the following criteria:

1. Successful project planning and delivery.
 - Provide a list of completed projects of similar scope
 - Include references for each cited project
2. Experience in project management services that has occurred within the last 36 months.
3. Offices located in the greater San Francisco Bay Area.

Incorporate your answers to #1 - #3 above in your response.

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Each firm is to address their expertise in fulfilling the UC Hastings Scope of Work included in this RFP. The proposal shall clearly address all information requested in this RFP, and in any addenda. Structure your response as follows:

1. Executive Summary

- Describe your firm, including size, location, etc.
- Provide names, resumes, certifications and specialties of the personnel who would be assigned to this project.

2. Project Management Expertise

- Provide a list of recent projects of similar size and scope (including appropriate customer and contact information), and the outcome of the projects. Be sure to include any UC campuses or other public agencies for which you have provided these services.

3. Compensation

- Provide a cost estimate of the annual fees
- Provide an hourly rate chart

Due Date

Your completed proposal is due (via e-mail) by **SEPTEMBER 7, 2016, 5:00 p.m.**, to: purchasing@uchastings.edu

Questions and clarifications concerning this Request for Proposals should be sent in writing via e-mail to purchasing@uchastings.edu referencing the appropriate RFP section and page number. Written responses to all submitted questions will be provided to all queries during the Q&A phase.

Confidentiality

All information concerning all parties referenced herein or their respective businesses and operations, which is directly or indirectly furnished or made available under or by virtue of the existence of this RFP and which is not generally available to the public shall be treated as confidential and proprietary. All parties shall take all reasonable precautions to assure that no such information is used, disclosed, duplicated, or distributed by them or any of their employees or agents for any purpose other than their performance hereunder.

Agreement Term

It is the intent of UC Hastings to enter into an agreement with a single firm. A standard UCH agreement is attached for reference as Exhibit A. Actual agreement may differ slightly.



Other Conditions

Submission of a proposal in response to this RFP does not commit UC Hastings to pay any costs incurred in proposal preparation or submission, or to enter into a contract with any Consultant for any services. UC Hastings may reject any or all proposals at UC Hastings' sole discretion. Failure to comply with all the terms and conditions of this RFP may result in its rejection.

Incorporation of Proposal into Contract

This RFP, the awarded firm's proposal, and all other representations made by the firm, will be incorporated into any and all contract agreements between the firm and UC Hastings.

Award of Contract

Award will be based upon the response that is determined to be in the best interests of UC Hastings, as determined by the College. Initial evaluation will be based upon a combination of company information, proven experience and the cost proposal for the project. UCH may require a finalist round or round(s) to evaluate and assist in making final decision.



EXHIBIT A

SAMPLE AGREEMENT

AGREEMENT
BY AND BETWEEN

UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW

AND

THIS AGREEMENT ("Agreement"), made and entered into as of ___ by and between Hastings College of the Law, hereinafter called "Hastings", and ___, hereinafter called "Consultant", is for providing consultant services to Hastings as follows:

I. SCOPE OF SERVICE RENDERED

Hastings hereby retains the Consultant to perform the following professional services:

II. TERM OF AGREEMENT

The term of this Agreement shall be from ___ to ___ or until completion of the Services are to the satisfaction of Hastings, or unless terminated by the occurrence of any one or more of the following, whichever is sooner:

- A. Completion of the performance of the Services, which will be performed during regular business hours; or
- B. Receipt by Consultant of Hastings's written notice of its intent to terminate this Agreement within ten (10) days, which termination may be for any reason or no reason, in Hastings's sole discretion; or
- C. Within twenty-four (24) hours of written notice to Consultant at any time in the event the Services are not being performed to Hastings' satisfaction and otherwise in accordance with this Agreement.

The parties acknowledge and agree that this Agreement is a so-called "at will" Independent Consultant relationship, terminable upon written notice by Hastings. Upon expiration or termination of this Agreement for any reason, Consultant shall not have any executory obligations to Hastings; and Consultant shall be entitled only to such compensation as shall



have accrued to Consultant for fees or expenses actually incurred by Consultant for completed and accepted Work provided up to but not including the effective date of termination.

III. COMPENSATION

The cost of Services shall be a lump sum not exceed

Hastings agrees to standard, typical and reasonable reimbursable expenses not to exceed.

IV. CHANGES IN THE WORK

In its sole and absolute discretion, Hastings may order changes in the scope of the services, or Hastings may order additional services outside the scope of service. Consultant shall not make any change in the work or be entitled to any adjustment of Contract Term or Compensation except as provided in a written Change Order or Addendum to this Agreement signed by Hastings.

V. PAYMENT

Hastings will pay Consultant monthly upon receipt of itemized billing invoices. The charges for reimbursable expenses will include copies of itemized receipts supporting the expenses.

All invoices will reflect Consultant's taxpayer identification number and Consultant's license number addressed to:

David Seward
Chief Financial Officer
University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102
(415) 565-4710

TERMINATION CLAUSE

In the event Consultant fails to carry out or comply with any of the terms and conditions of this Agreement, Hastings reserves the right to demand correction of any breach or default within ten (10) days of notice to Consultant. In the event Consultant fails to correct the failure or default within the specified period, Hastings may terminate the Agreement without additional notice. Failure to terminate this Agreement is not to be deemed a waiver of the breach or default.

VII. EXAMINATION OF RECORDS

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Hastings and auditors of the State of California shall have access to and the right to examine and audit any books, documents and papers and/or records of Consultant involving transactions related to this Agreement for a period of three (3) years following its termination. These documents must contain adequate justification of the charges made to Hastings.

VIII. COORDINATION

Consultant, in performing services described herein, will coordinate and report to:

University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102
(415)

Consultant is to immediately inform ___(or designee) of any unusual conditions or events that relate to, or may affect, the work to be performed under this Agreement. Consultant agrees to meet on a regular basis with Academic Dean Marshall to review the progress of the work to be performed by Consultant and any unanticipated problems or issues.

IX. SERVICE PERFORMANCE SCHEDULE

It is understood that time is of the essence of this Agreement and Consultant is bound by all of the time limits imposed by virtue of this Agreement. Consultant agrees to the following service performance schedule:

The Services to be performed under this Agreement shall commence upon written authorization to proceed and be substantially completed within the time frame established between Hastings and Consultant.

X. INSURANCE AND INDEMNIFICATION

Hastings and the State of California shall not be liable for any accident, loss, injury (including death) or damages, happening or occurring during the performance of this Agreement, to persons and/or property, caused in whole or in part by the intentional or negligent acts or omissions of Consultant, and Consultant will fully indemnify and protect Hastings and the State of California from and against same. In addition to the liability imposed by law upon Consultant for damage or injury (including death) to persons or property by reasons of intentional or negligent acts or omissions of Consultant, his/her agents, servants, or employees, which liability is not impaired or otherwise affected hereby, Consultant hereby assumes liability for and agrees to hold Hastings and the State of California harmless and indemnify Hastings for any expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have suffered through any intentional or negligent acts or omissions of



Consultant, its subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors.

Consultant will maintain in force at all times during the term of this Agreement, Workers' Compensation (statutory limits) in the amount of \$500,000; and Employer's Liability, Comprehensive General Liability with bodily injury limits and property damage limits of \$1,000,000 each occurrence and in the aggregate; and Auto Liability in the amount of \$500,000 and Professional Liability in the amount of \$1,000,000 subject to a deductible of \$25,000. Such insurance policies shall name Hastings as an additional insured and provide for notification to Hastings thirty (30) days prior to termination or restrictive amendment. Consultant shall furnish a Certificate of Insurance to Hastings as evidence of the required coverage. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California.

XI. EXCUSABLE DELAY

Consultant shall not be held responsible for delays in the performance of this Agreement caused by strikes, lockouts, labor disturbances, acts of government, acts of nature (e.g. earthquake) or other causes similar to the foregoing which are beyond the control of and are not the fault of Consultant. Provided, however, that Consultant shall, within five (5) days after the occurrence of cause or causes of delay, request an extension of time from David Seward. Such request shall be in writing and shall state in detail the reasons for the delay, which will prevent timely performance. If Hastings finds that such cause or causes of delay exist, it may either grant Consultant an extension of time equal to the delay resulting from such cause or causes, or, at its option, terminate this Agreement.

XII. APPLICABLE LAW

All pertinent laws of the State of California shall govern this Agreement and become a part hereof.

XIII. ENFORCEMENT OF AGREEMENT

Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, under the auspices of the American Arbitration Association, in accordance with the Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy, which would be available from a court of law, shall be available from the arbitrator, to the parties of this Agreement pending arbitration.

The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorneys' fees.



XIV. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and may be served by depositing the same in the United States mail, postage prepaid and registered, and addressed to the parties at the addresses set forth below, or to such other address as either party may designate in writing from time to time.

If to Hastings:

If to Consultant:

David Seward, CFO
University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102

Any change of address of Consultant shall immediately be communicated in writing to Hastings.

XV. NONDISCRIMINATION

During the performance of this Agreement, Consultant shall not discriminate unlawfully against any employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetics), marital status, age, sex or sexual orientation.

XVI. DRUG-FREE WORKPLACE CERTIFICATION

Consultant certifies compliance with Government Code 8355 by signing and incorporating the attached Drug Free Workplace Certification Exhibit into the Agreement.

XVII. W-9 Form

As required by Hastings, Consultant must complete a W-9 form attached hereto and shall be submitted together with this Agreement for full execution.

XVIII. CONFLICT OF INTEREST

Consultant will not hire any employee of Hastings to perform any service covered by this Agreement.

Consultant affirms that to the best of Consultant's knowledge, there exists no actual or potential conflict between Consultant's family, business or financial interests and the services under this Agreement and in the event of any change in such circumstances will inform Hastings of any questions regarding possible conflicts of interest that may arise as a result of such change in circumstances.

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XX. NON-ASSIGNMENT

This Agreement is not assignable or delegable by either party.

XXI. 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 under this Agreement.

XXII. ENTIRE AGREEMENT

This Agreement and the exhibits hereto, constitute the entire agreement between the parties and no party shall be liable or bound to the other in any manner except as set forth in this Agreement.

Dated: _____, 2016
UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW

Dated: _____, 2016
(Consultant)

By: _____
David Seward
Chief Financial Officer

By: _____
Signature

Approved As To Form:
Dated: _____

Elise K. Traynum
General Counsel