



UC HASTINGS – RFQ #78-0161
200 McAllister 2nd & 6th Floors Improvements
Due: 8/31/2017

purchasing@uchastings.edu

Scope of Work:

Provide all necessary labor, materials and supplies to remodel three (3) specific room locations at 200 McAllister, San Francisco, CA 94102, as outlined below.

UC Davis Office & Records Office – 2nd Floor (Attachment 1)

- Remove double door and install new wood single door and 6' storefront (steel knockdown, similar to existing storefronts and doors located on the 2nd floor).
- Install new wall separating the Records Office and UC Davis Office.
- Install new light switch to separate the Records Office and UC Davis room lighting systems.
- Remove existing counter from UC Davis Office and repair carpet underneath.

Innovation Center – 6th Floor (Attachment 2)

- Install new aluminum double doors and aluminum storefront (similar to existing storefronts and doors on the 6th floor).

The vendor will be required to do the following:

- Complete all prep work needed to avoid damage to the surroundings.
- All work must be scheduled with the approval of UCH and must be done in such a manner as to avoid disruption to the normal operations of the school to the greatest extent possible.
- Protect the environment from dust or debris during the work.
- Complete localized repairs to any areas damaged during refinishing.
- Job-site clean-up.

Additional Requirements:

1. Current and active CSLB license (appropriate classification for the work) for bidder and all subcontractors
2. Current and active DIR registration for bidder and all subcontractors
<https://efiling.dir.ca.gov/PWCR/Search>
Responses from non-registered firms **will not be considered**.

Attachments:

Attachment 1	Drawing – UC Davis Office/Records Office
Attachment 2	Drawing – Innovation Center
Attachment 3	Sample Agreement
Attachment 4	Drug-Free Workplace Certification
Attachment 5	New Vendor Information Form (Substitute W-9)
Attachment 6	List of Subcontractors (Form provided by UCH; to be filled out and returned by Bidder)

Pricing:

Quote:

Labor (L): \$ _____

Materials (M): \$ _____

Total (L+M) \$ _____

Quote should be all inclusive (labor, materials, tax, freight, testing)

UC Hastings terms and conditions:

Terms: Credit Card (Visa), Net 30

Circle discount: 2% - 10
 1% - 20

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200 McAllister 2nd & 6th Floors Improvements

Proof of Insurance required of supplier awarded the job.

Shipping: FOB Destination, Freight Prepaid

Deliver to: 200 McAllister Street, SF CA 94102

X _____

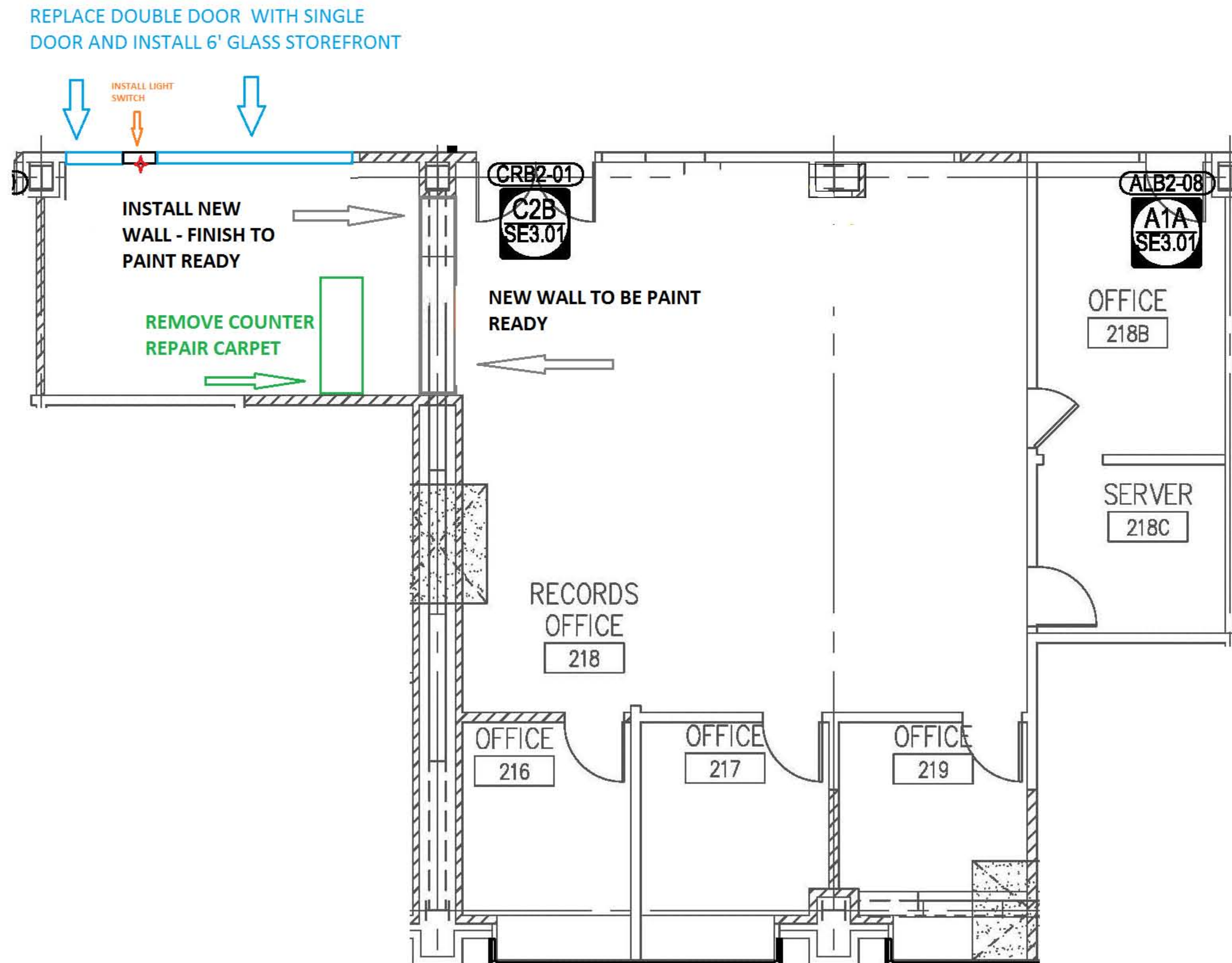
Signature of bidder

UC Hastings Terms and Conditions attached and agreed to by signing

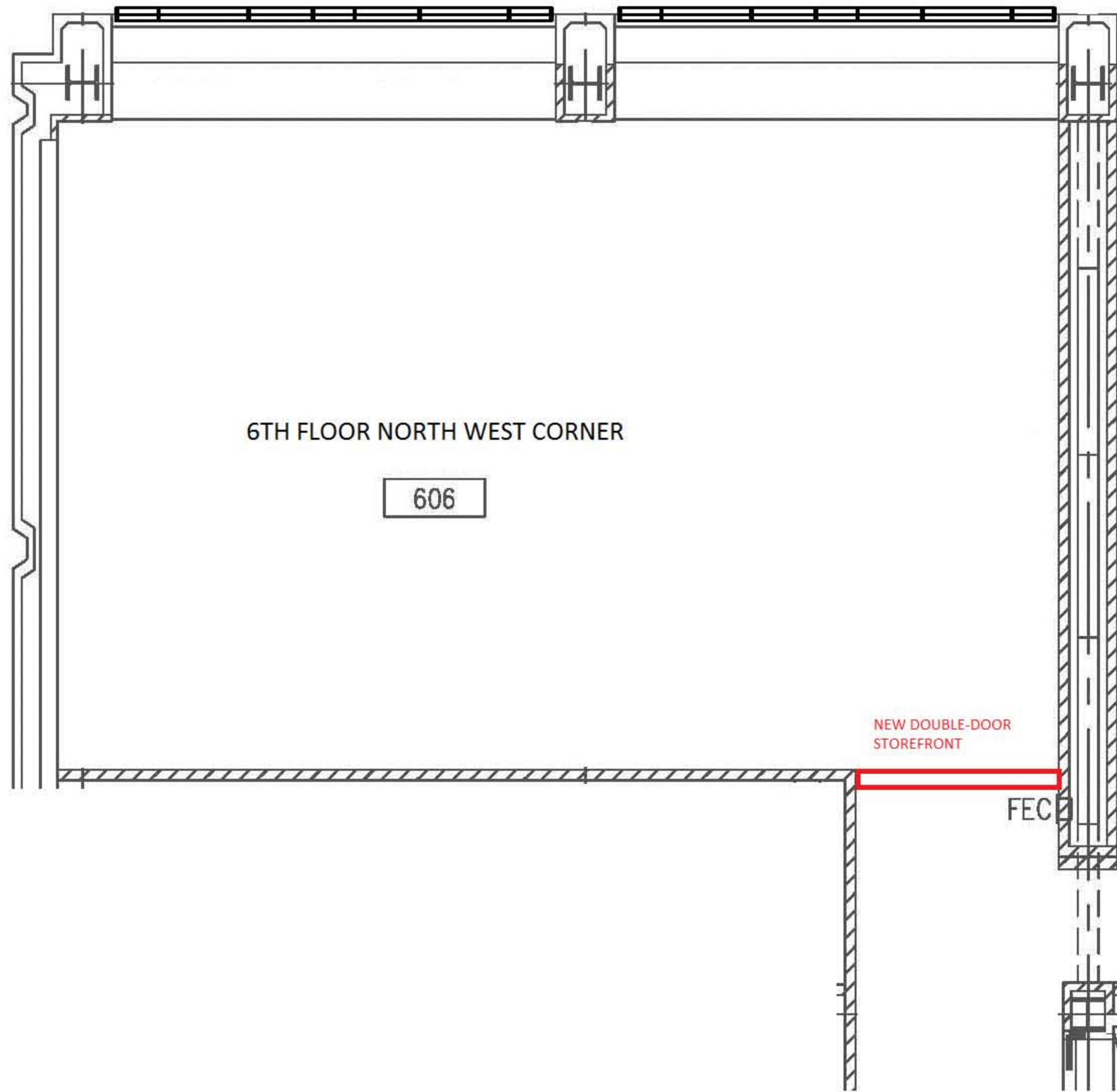
Company Name

RFQ Event Schedule	
Event	Date
RFQ # 78-0161 Documents Posted	8/10/2017
Mandatory Job Walk -- Please RSVP in advance to purchasing@uchastings.edu 10:00 a.m. Meet at UC Hastings, Purchasing, 200 McAllister Street, San Francisco. Security check-in procedures in the lobby.	8/16/2017, 10:00 a.m. PT
Questions Due Questions must be in writing and sent to purchasing@uchastings.edu	8/22/2017, by 4:00 pm P.T.
Answers provided by UC Hastings Answers will be posted on the UCH Bids/RFPs web page: http://sites.uchastings.edu/purchasing/current-bids-20152016/	8/25/2017, by 4:00 pm P.T.
Response Due Date/Time: Vendor responses due by close of business. Submission by email to purchasing@uchastings.edu is preferred.	8/31/2017, by 4:00 pm P.T.
Notice of Award (target date)	Week of 9/4/2017
Start of Work (target date)	Week of 9/11/2017

ATTACHMENT 1



ATTACHMENT 2



AGREEMENT
BY AND BETWEEN
UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW
AND

This Agreement is entered into by and between the University of California, Hastings College of the Law ("Hastings"), and ___("Contractor"), whose address ___.

I.SCOPE OF SERVICE RENDERED

All work to be performed in compliance with applicable Federal, State, and local laws and regulations.

II.TERM OF AGREEMENT

The term of this Agreement shall be from ___.

III. COMPENSATION

IV. PAYMENT

Hastings will pay Contractor following completion of the described work upon submission of an invoice detailing the work completed under this agreement:

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

Payment Terms: **Net 30.**

V. ADDITIONAL SERVICES / OTHER AMENDMENTS

In its sole and absolute discretion, Hastings may order additional services outside the scope of Work. Contractor shall not make any change in the Work or be entitled to any adjustment of Contract Term or Compensation, except as provided by Hastings by means of a written amendment to this Agreement.

Any and all amendments are to be in writing, and negotiated by both parties.

VI. TERMINATION CLAUSE

In the event Contractor 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) calendar days of notice to Contractor. In the event Contractor 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.

Either Hastings or Contractor may terminate this agreement without cause with a 30-day written notice.

VII. EXAMINATION OF RECORDS

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 Contractor 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

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

U.C. Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102
415-

Contractor is immediately to inform __, or their designee, of any unusual conditions or events that relate to, or may affect, the work to be performed under this Agreement. Contractor agrees to meet on a regular basis with Hastings management to review the progress of the work to be performed by Contractor and any unanticipated problems or issues.

IX. INSURANCE AND INDEMNIFICATION

Hastings and its officers 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 Contractor, and Contractor will fully indemnify and protect Hastings and its officers and the State of California from and against same. In addition to the liability imposed by law upon Contractor for damage or injury (including death) to persons or property by reasons of intentional or negligent acts or omissions of Contractor, his/her agents, servants, or employees, which liability is not impaired or otherwise affected hereby, Contractor hereby assumes liability for and agrees to hold Hastings and its officers and the State of California harmless and indemnify Hastings and its officers for any expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any intentional or negligent acts or omissions of Contractor, its subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors.

Contractor 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 and Auto Liability, each in the amount of \$1,000,000. Such insurance policies shall name UC Hastings, its officers, employees and the State of CA as an additional insured and provide for notification to Hastings thirty (30) days prior to termination or restrictive amendment. Contractor 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.

X. EXCUSABLE DELAY

Contractor 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 Contractor. Provided, however, that Contractor 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 Contractor an extension of time equal to the delay resulting from such cause or causes, or, at its option, terminate this Agreement.

XI. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California.

XII. 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, heard before an arbitrator selected by both parties or pursuant to a strike off, in accordance with the American Arbitration Association 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 attorney's fees.

XIII. 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:

David Seward, CFO

If to Contractor:

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

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

XIV. NONDISCRIMINATION

During the performance of this Agreement, Contractor 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.

XV. DRUG-FREE WORKPLACE CERTIFICATION

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

XVI. W-9 FORM

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

XVII. ONSITE PARKING

There is no parking allowed in the college's loading dock. Contractor may utilize the loading dock space to unload/load tools and materials, but then must park offsite.

XVIII. LABOR CODE PROVISIONS - GENERAL PREVAILING WAGE RATE & DIR

- A. Contractor shall comply with the provisions of applicable California law including but not limited to Sections 1770, et seq, of the Labor Code of the State of California.
- B. Contractor must be registered with the State of California Department of Industrial Relations for working on public works projects during the entire course of this agreement.
- C. The website to register with the State of California Department of Industrial Relations is as follows: <http://www.dir.ca.gov/Public-Works/SB854.html>.

XIV. CONFLICT OF INTEREST

- A. Contractor will not hire any employee of Hastings to perform any service covered by this Agreement.
- B. Contractor affirms that to the best of Contractor's knowledge, there exists no actual or potential conflict between Contractor'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.

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: _____
UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW

Dated: _____
CONTRACTOR

By: _____
David Seward
Chief Financial Officer

By: _____

Name: _____

Title

Approved as to Form:
Dated: _____

Federal Tax I.D. Number

Elise K. Traynum
General Counsel


License # _____
as issued by CSLB

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature) 	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ()
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____^(DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.



UNIVERSITY OF CALIFORNIA HASTINGS
COLLEGE OF THE LAW

**UC HASTINGS COLLEGE OF THE LAW
NEW VENDOR INFORMATION FORM**
(Substitute W-9 Form)

College Use Only

VENDOR # :

PMT TERMS:	<input type="checkbox"/>	Net 30
	<input type="checkbox"/>	Net 60
	<input type="checkbox"/>	Due Upon Receipt

VENDOR SET UP DATE & INITIALS:

1 INSTRUCTIONS: Complete all information on this form. Sign, date and return to the UC Hastings College of the Law address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by Hastings to prepare information returns (1099). *** Required fields**

* Vendor's Legal Business Name	
*Sole Proprietor- Name as shown on Tax Return (First, M Last)	E-Mail Address
* Business Address	Remittance Address (if different)
* City, State, Zip Code	City, State, Zip Code

*** TAX IDENTIFICATION NUMBER (TIN)**
Note: Payment will not be processed without an accompanying taxpayer I.D. number.

Federal Employer Identification Number (FEIN)

<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION
<input type="checkbox"/> ESTATE OR TRUST	<input type="checkbox"/> MEDICAL (e.g. dentistry, psychotherapy, chiropractic, etc.)
<input type="checkbox"/> OTHER → _____	<input type="checkbox"/> LEGAL (e.g. attorney services)
	<input type="checkbox"/> EXEMPT

INDIVIDUAL OR SOLE PROPRIETOR

Social Security number

4 Type of Goods/Services provided to UC Hastings College of the Law:

<input type="checkbox"/> GOODS	<input type="checkbox"/> CONSULTANT
<input type="checkbox"/> SERVICES	<input type="checkbox"/> OTHER → _____
<input type="checkbox"/> ATTORNEY	

5 **Certification: Under penalties of perjury, I certify that:**

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

(2) I am not subject to backup withholding because: (a) I am exempt form backup withholding, or (b) I have not been notified by the Internal /Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

(3) I am a U.S. person (including a U.S. resident alien).

You must cross out items (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return.

6	Authorized Payee Representative's Name	Title
	Signature	Telephone

7	MAIL: UC HASTINGS COLLEGE OF THE LAW OFFICE OF FISCAL SERVICES ATTN: ACCOUNTS PAYABLE 200 MCALLISTER STREET SAN FRANCISCO, CA 94102	FAX: (415) 565-4698 Attn: Accounts Payable	How Can You Sign Up for E-Check? Complete the <u>E-Check authorization form</u> and submit it to Fiscal Services, Room 111. If you have any questions, contract the Office of Fiscal Services at 415-565-4704 or e-mail <u>e-check@uchastings.edu</u> .
		TEL: (415) 565-4748	



LIST OF SUBCONTRACTORS

Name of Bidder _____

License Number # _____

DIR Registration# _____

<u>Name of Subcontractor</u>	<u>Project Manager Name</u>	<u>Email</u>	<u>Phone Number</u>	<u>CSLB #</u>	<u>DIR Registration #</u>

RFQ #78-0161

200 McAllister 2nd & 6th Floors Interior Improvements

<u>Name of Subcontractor</u>	<u>Project Manager Name</u>	<u>Email</u>	<u>Phone Number</u>	<u>CSLB #</u>	<u>DIR Registration #</u>