



UC HASTINGS
COLLEGE OF THE LAW

EST. 1878

RFQ # 78-0180

High-Rise Window Cleaning 100 McAllister Tower

Due: 4:00 PM, November 17, 2017

Email quotes to: purchasing@uchastings.edu

Scope of Work:

UC Hastings College of the Law (UCH) seeks competitive quotations for high-rise window cleaning services to be provided at the 100 McAllister Building (the Tower).

Contractor to provide labor and materials as required to perform exterior window cleaning for the Tower. Contractor shall be appropriately licensed to perform high-rise window cleaning.

Contractor to meet UCH insurance requirements & UCH to be named additional insured.

Requirements:

Current and active CSLB license (appropriate classification for the work) for bidder and all subcontractors

Other:

-UC Hastings will provide the Operating Procedures Outline Sheet (OPOS) for the building.

-All work to comply with the OPOS and Cal-OSHA mandated guidelines.

-Prevailing wage is applicable.

-Site walk of the Tower is Mandatory. Meet at 200 McAllister Purchasing Department as listed below.

Quote is for cleaning services only, no repair work is to be quoted.

Option for 2 year extension may be exercised if mutually agreed upon.

Project Manager is Ben Nerone: 415-581-8901

UCH RFQ #78-0180
UCH High Rise Window Washing

Quote page – Please quote **both** options below.

Option #1
USING BUILDING'S ANCHOR SYSTEM

Firm Price Quote: \$_____ (do not include sales tax)

Option #2
USING VENDOR'S OWN COUNTER WEIGHTS

Firm Price Quote: \$_____ (do not include sales tax)

Terms: Net 30 (default) Circle discount: 2% - 10, Net 30 1% - 10, Net 30

Credit Card Accepted

X _____
Signature of bidder
UC Hastings Terms and Conditions attached and agreed to by signing


RFQ Event Schedule	
Event	Date
RFQ # 78-0180 Documents Posted	Friday, Oct. 27, 2017
Mandatory Job Walk -- Please RSVP in advance to purchasing@uchastings.edu 11:00 a.m. Meet at UC Hastings, Purchasing, 200 McAllister Street, San Francisco. Security check-in procedures in the lobby.	Tuesday, Nov. 07, 2017
Questions Due Questions must be in writing and sent to purchasing@uchastings.edu	Thursday, Nov.09, 2017
Answers provided by UC Hastings Answers will be posted on the UCH Bids/RFPs web page: http://sites.uchastings.edu/purchasing/current-bids-20152016/	Tuesday, Nov.14, 2017
Response Due Date/Time: Vendor responses due by close of business. Submission by email to purchasing@uchastings.edu is preferred.	Friday, Nov. 17, 2017
Notice of Award (target date)	Week of Nov. 20, 2017
Start of Work (target date)	Tentative Mid-December 2017

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.

UC Hastings College of the Law – Office of Fiscal Services
AUTHORIZATION FOR E-CHECK (Direct Deposit)
HCL Student and Employees

Type directly into this form, then print.

- See Section 7 on the reverse side for instructions on how to complete the form.
- Return the completed form to Fiscal Services, 198 McAllister Street, Room 111 or mail to 200 McAllister Street, San Francisco, CA 94102. Fax the form to: 415-565-4698, Attention: Cashier

SECTION 1.	TRANSACTION TYPE (Select only one)	
1. <input type="checkbox"/> NEW SET UP (Complete Sections 1, 2, 3, & 5 or 6)	3. CHANGE (More than one type of change may be selected) <input type="checkbox"/> Change Financial Institution (Complete Sections 1, 2, 3 & 5 or 6) <input type="checkbox"/> Change Account Number (Complete Sections 1, 2, 3 & 5 or 6) <input type="checkbox"/> Change Account Type (Complete Sections 1, 2, 3 & 5 or 6)	
2. <input type="checkbox"/> CANCELLATION (Complete Section 1, 2 & 3)		

SECTION 2.	PAYEE INFORMATION (Please Print)			
4. Hastings 7-digit Identification Number	5. E-Mail Address	6. Telephone Number ()		
7. Name (Last, First, MI)				
8. Street Address	9. City	10. State	11. ZIP code	

SECTION 3.	AUTHORIZATION FOR NEW SETUP, CANCELLATION OR CHANGE OF EXISTING SET UP	
<p>12. I authorize UC Hastings College of the Law to initiate electronic deposits and if necessary, electronic withdrawals and adjustments for any electronic deposit issued in error to the <input type="checkbox"/> Checking <input type="checkbox"/> Savings account (choose only one) indicated in Section 5 or 6.</p> <p>I understand I will not receive an electronic deposit if:</p> <ul style="list-style-type: none"> ▪ I fail to provide complete and accurate information on this form or ▪ If I am a student with a hold(s) on my Hastings' student record or ▪ Upon release of the credit entry to the Automated Clearing House (ACH) my deposit is rejected. <p>I understand the Office of Fiscal Services will notify me via e-mail when my funds have been released for deposit into my designated account or if my deposit is rejected and that a paper check will be issued instead.</p> <p>I understand it is my responsibility to immediately notify the Office of Fiscal Services if my bank account and/or e-mail address changes.</p> <p>I understand it is my responsibility to ensure deposited funds are in the designated bank account before any withdrawals are made.</p> <p>I understand this agreement will expire if the designated account is closed or if I cancel this Authorization in writing with the Office of Fiscal Services.</p> <p>I agree and understand neither the UC Regents, Board of Directors of Hastings College of the Law nor any Officer or employee thereof shall be held responsible or liable for any inadvertence or error in withholding or transmitting the funds to the designated account.</p>		
13. Printed name	14. Authorized signature	15. Date

SECTION 4.	PRE-NOTIFICATION (Pre-Note)
<p>16. Upon receipt of this authorization form, a test (pre-notification) transaction will be sent to the designated financial institution to confirm the accuracy of the routing and account number. This notification will result in a \$0.00 deposit transaction posting to your account. Pre-notification will occur each time you change your account.</p>	

SECTION 5.	VOIDED CHECK (Affix check in the space below)	
17. Attach here a <u>preprinted</u> check across which you have written "VOID" bearing the account name (your name), the institution (name of your bank), the bank routing number (the 9-digit number printed in the lower left-hand corner of your check) and the account number.		
<u>VERIFY THE ROUTING NUMBER.</u>		
Banks often have different routing numbers for electronic credits. Confirm with your bank if this is the case. If so, do not attach a voided check and go to SECTION 6.		
If you are unable to provide a voided check or want your funds deposited into your savings or investment account, SECTION 6 must be completed.		

SECTION 6.	FINANCIAL INSTITUTION (Must be completed by your financial institution if a void check is not attached)	
18. Financial institution name	19. City	20. State
21. Transit routing number for electronic credits (9 digits)	22. Account number	23. Type of account (select only one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
24. Representative name (Please Print)	25. Title	
26. Representative signature	27. Phone number	28. Date

SECTION 7.	INSTRUCTIONS FOR COMPLETING AUTHORIZATION FORM	
29. Contact the Office of Fiscal Services at (415) 565-4704 if you have any questions on the E-Check process or on completing this form. This form must be accurately completed and submitted to the Office of Fiscal Services for processing.		
<ul style="list-style-type: none"> ▪ Boxes 1, 2 & 3 – Indicate a new set up, cancellation or change to an existing set up. ▪ Box 4 - Your 7-digit Hastings ID#. Contact Account Payable for your ID#. ▪ Box 5 - Your e-mail address. This is required and where payment notifications will be sent. ▪ Boxes 6 thru 11 – Complete all boxes with requested information. ▪ Box 12 - Carefully read the authorization and indicate the account type. ▪ Boxes 13 thru 15 - Read the authorization carefully and sign where requested. ▪ Box 17 – Affix a voided check from your checking account in the space provided. If you are unable to provide a voided check, boxes 18 thru 28 must be completed. If your bank uses a different routing number for electronic credits than that printed on your voided check then skip box 17 and complete boxes 18 through 28. ▪ Boxes 18 thru 28 – If you are unable to provide a voided check or want your funds deposited into a savings account, a representative of the institution receiving your deposit must complete these boxes. 		
<u>ADDITIONAL INFORMATION:</u>		
<ul style="list-style-type: none"> ▪ Make a copy of this form for your records. ▪ Notices regarding the E-Check transaction(s) will be sent via e-mail. ▪ If at any time your deposit is rejected, this Authorization will expire and all future payments will be issued via a paper check until a new Authorization form is submitted to the Office of Fiscal Services. ▪ Do not withdraw your funds until you have confirmed they are deposited into your account. ▪ After being notified of your E-Check payment and your funds are not received, contact the Office of Fiscal Services at E-Check@uchastings.edu to place a tracer on the payment. 		

FISCAL OFFICE USE ONLY			
30. BAIE data entry by:	32. BAIE verification by:	34. BAIE deleted by:	36. BAIE deletion reason:
31. BAIE data entry date:	33. BAIE verification date:	35. BAIE deletion date:	



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

COLLEGE USE ONLY	
Vendor #	
Payment Terms	
Set up initials	

NEW VENDOR INFORMATION FORM

Business Name:

Contact Name:

Contact Email / Phone:

1. Provide a fully-completed and signed IRS W-9 form:
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>
2. Indicate the general type of goods and/or services you will be providing to UC Hastings:

Type of good and/or service	Check here	Type of good and/or service	Check here
Tangible Goods		Attorney/Legal	
Trade Services (contractor)*		Medical	
Consultant		Other:	

3. Choose a payment method. Indicate your preferred method:

Preferred Payment method	Check here
VISA	
E-check (ACH)	

E-CHECK SIGN-UP

https://sites.uchastings.edu/purchasing/files/2014/10/e-check_authorization-1fn36gm.pdf

CONTRACTOR/TRADE SERVICE

You must be registered with CA DIR in order to do business with UCH.

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

CSLB License #:

CONTACTS

Accounts Payable 415-565-4748 ap@uchastings.edu
 E-check 415-565-4704 e-check@uchastings.edu
 Purchasing 415-565-4731 purchasing@uchastings.edu

Return this form with your e-check sign-up, if applicable, with your W-9

UC HASTINGS COLLEGE OF THE LAW 200 MCALLISTER STREET

SAN FRANCISCO, CA 94102

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:

If to Contractor:

David Seward, CFO

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

- 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