



RFP #78-0001 Engineering Services Management

Addendum 1

May 3, 2018

RFP #78-0001 is hereby amended to incorporate the following questions, answers, and clarifications:

NEW DUE DATE: The due date for responses is extended to THURSDAY, MAY 10, 2018.

Questions and Answers:

Q1: When is the contract anticipated to start?

A1: Target start date is July 1, 2018. UCH fiscal year.

...

Q2: Is there a CMMS program in place for PM's? Does the current work order system have the capability to add a PM program? If a CMMS program is not in place, will UC Hastings be purchasing the system, or will it be the contractor's responsibility?

A2: Currently, UCH uses a combination of a vendor-supplied CMMS program and an in-house work order system. UCH does not expect additional charges for CMMS system.

...

Q3: How is the current stationary engineering team staffed? (i.e. 1 Chief, 2 Journeyman, 1 Utility)

A3: Staffing: One (1) chief plus two (2) journeyman for 100 McAllister Tower and the UCH Parking Garage (376 Larkin).
There is one (1) utility person for 198 & 200 McAllister.

...

Q4: What are the hours of on-site coverage for the engineering team? (i.e. Monday – Friday from 7:00 a.m. to 5:30 p.m., Saturday and Sunday, 7:30 a.m. to 4:00 p.m.)

A4: 100 McAllister Tower:
-Monday through Saturday, 6:00 a.m. to 2:30 p.m.

198 & 200 McAllister:
-Monday through Friday, 6:00 a.m. to 2:30 p.m.

...

Q5: Are cell phones to be included in the pricing for all engineers?

A5: Currently, engineers use their personal phones, UCH does not expect additional charges for cell phones.

...

Q6: In addition to the Chief Engineer, how many Stationary and Utility Engineers are required for this project? Since most customers prefer to keep the existing Engineers as they're already familiar with the building and its systems, can you please confirm the wage rates and tenure for each Engineer?

A6: See A3, in accordance with CBA local 39.

...

Q7: Can you please provide the number of employees per job classification? Is this contract governed by a site specific CBA? If so, can you provide a copy?

A7: See A3, yes a copy of the CBA is provided.

...

Q8: Given that this is a guaranteed fixed price contract, is bidder to assume that any incumbent employees hired by a new firm will start with a zero vacation balance?

A8: TBD

...

Q9: Please provide an expected contract start date.

A9: See A1.

...

Q10: Are there any employees paid above the CBA pay scale rates?

A10: Yes, one journeyman at 100 McAllister is to receive a 7% increase over the rate called for in the CBA.

...

Q11: Can you please provide employee seniority start date to calculate vacation coverage?
When employees are on vacation, is it requirement of the contract to provide replacement coverage?

A11: At 100 McAllister journeyman #1 start date is April 1st 1985. Journeyman #2 start date is May 5th 2016. Chief Engineer is a new hire. No replacement coverage required unless requested by UC Hastings College of the Law.

...

Q12: Please provide the current sick leave balances of the incumbent staff so service providers can understand the financial liability related to the annual unused sick leave pay down resulting from the collective bargaining agreement.

A12: In accordance with the CBA.
Journeyman #1: 108.2 hrs.
Journeyman #2: 118.8 hrs.
The Chief Engineer is a new hire.

...

Q13: Can you please provide a copy of the Master Service Agreement (terms and conditions) that will govern this project?

A13: UCH standard agreement attached.

...

Q14: Is coverage required on union holidays?

A14: No.

...

Q15: Is overtime part of the fixed price, or can it be billed if approved by the University or if required by the collective bargaining agreement (e.g. Holiday worked)?

A15: Overtime is not part of the fixed price, and not typically needed. But, if approved by UC Hastings College of the Law, billed separately.

...

Q16: Are UC Hastings Facilities Management staff communicating via your current vendors Work Order and Preventative Maintenance system or via your in-house system?

A16: Via in-house system.

...

Q17: Do the Engineers perform duties at UC Hasting properties other than 100 McAllister, San Francisco?

A17: Yes, 376 Larkin Street facility and 198/200 McAllister as needed.

...

May 3, 2018

Q18: Does UC Hastings presently have **3** full time Engineers working on site? If not, how many staff members are presently employed as Engineers?

A18: Please see A3.

...

Q20: Will all or any of the existing Engineers presently employed by your vendor, those who desire to stay, be allowed to interview for the positions?

A20: Yes.

...

Q21: Have all equipment and systems been evaluated by any outside vendors other than the current Engineering vendor?

A21: No.

...

Q22: Will outside vendor reports and recommendations be made available?

A22: None available.

Name of Bidding Firm

Name of authorized signer

Signature and date

Sincerely,



Darryl Sweet, CPSM, C.P.M.
Director of Business Services

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

May 3, 2018

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

VI. 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

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 _____ 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.

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: _____, 201
UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW

Dated: _____, 201
(Consultant)

By: _____
David Seward
Chief Financial Officer

By: _____
Signature

Approved As To Form:
Dated: _____

Elise K. Traynum
General Counsel