



UC HASTINGS
COLLEGE OF THE LAW
EST. 1878

**REQUEST FOR QUOTATION
#89-0168**

TOWER GYM FAN REPLACEMENT

DUE DATE: 3/5/2019 COB

Submit responses to: purchasing@uchastings.edu

Scope of Work:

UC Hastings College of the Law (UCH) seeks competitive quotations for intake air fan materials and services to be provided at 100 McAllister Building (the Tower).

Contractor to provide labor and materials as required to replace the existing air intake fan for the gymnasium as to be shown specifically in the Job Walk. Contractor shall be appropriately (CSLB & DIR) licensed to perform these services. Jobs equal to or in excess of \$25,000.00 require DIR registration.

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

Please Note:

- Building does not have an accessible loading dock.

Vendor Requirements:

- All work to comply with applicable Cal-OSHA and mandated guidelines
- Current and active CSLB license (appropriate classification for the work) for Vendor and any subcontractor(s)
- DIR registration for jobs equal to or greater than \$25,000.00 total
- Prevailing Wage is applicable
- Protect the existing environment during the work

Attachments:

Sample Agreement
Drug-Free Workplace Certification
New Vendor Form

Quote Form

NOTE:

- Quote is for fan replacement services only. No repairs or additional services to be included in the base quote or resulting contract.

Pricing (quote form):

SCOPE:

- Remove existing inline cabinet fan to the gymnasium. Salvage existing 40KW electric duct heater for re-use.
- New Fan: Provide, disassemble and then re-assemble into the existing mechanical space.
- Install new fan with 2" filters, spring isolators, rectangular duct connections and supply air ducts.
- Re-install the 40KW electric duct heater

Quote:

Labor (L): \$ _____

Materials (M): \$ _____

Total (L+M) \$ _____

Quote is all inclusive (labor, materials, tax, freight, testing)

UC Hastings terms and conditions:

Terms: Net 30, upon completion and acceptance of work.

Quick pay discount using credit card.

Discount offered for early pay: _____%, Net 15 after completion and acceptance

Other:

Proof of Insurance required of supplier awarded the job, must meet UCH insurance requirements.

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
Company Name

CSLB #

RFQ Event Schedule	
Event	Date
RFQ #89-0168 Documents Posted	2/11/2019
Job Walk – Meet at 200 McAllister Purchasing	2/20/2019 11:00am
Questions Due Questions must be in writing and sent to purchasing@uchastings.edu	2/22/2019 COB
Answers provided by UC Hastings Answers will be posted on the UCH Bids/RFPs web page:	2/26/2019 COB
Response Due Date/Time: Vendor responses due by close of business. Submission via email to purchasing@uchastings.edu	3/5/2019 COB
Notice of Award	Week of 3/4/2019

SAMPLE 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

UC Hastings prohibits discrimination against any person employed; seeking employment; or applying for or engaged in a paid or unpaid internship or training program leading to employment with UC Hastings College of the Law on the basis of race, color, national origin, religion, age, sex, gender, sexual orientation, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws and Hastings policies.

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

Leo P. Martinez
Interim General Counsel

License # _____
as issued by CSLB

UC Hastings College of the Law

Non-Discrimination Policy

Definitions:

Gender: The sex of a person, including a person's gender identity, and gender expression.

Gender Expression: A person's gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth.

Gender Identity: Each person's internal understanding of their gender, or the perception of a person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender.

Gender Transition: The process some transgender people go through to begin living as the gender with which they identify, rather than the sex assigned to them at birth. This process may include, but is not limited to, changes in name and pronoun usage, facility usage, participation in employer-sponsored activities (e.g. wellness physical activities, teambuilding projects, or volunteering), or undergoing hormone therapy, surgeries, or other medical procedures.

Pregnancy: Includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth.

Protected Veteran: A veteran who is protected under the non-discrimination and affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; specifically, a veteran who may be classified as a "disabled veteran," recently separated veteran," "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined by 41 CFR 60-300.2.

Service in the Uniformed Services: Includes service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.

Sex: Includes, but is not limited to, pregnancy; childbirth; medical conditions related to pregnancy, childbirth, or breast feeding; gender; gender identity; and gender expression, or perception by a third party of any of the aforementioned.


Transgender: A general term that refers to a person whose gender identity differs from the person's sex assigned at birth. A transgender person may or may not have a gender expression that is different from the social expectations of the sex assigned at birth. A transgender person may or may not identify as "transsexual."

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
EST. 1878

Vendor #	
Payment Terms	
Set up initials	

NEW VENDOR INFORMATION FORM

Business Name:

Contact Name:

Contact Email / Phone:

- Provide a fully-completed and signed IRS W-9 form:
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- 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:	

- 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