Request for Proposals
Campus Moving Services
Rowan University
RFP 18-54

Rowan University
The Office of Contracting & Procurement

201 Mullica Hill Road
Glassboro, NJ 08028
Bunce Hall Suite #208
Phone: 856.256.4171
Email:bids@rowan.edu
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Administrative Information

Institution Contacts:

All questions should be submitted via email with the subject heading:

RFP 18-54 Campus Moving Services

Inquiries will not be accepted by telephone. Questions or inquiries should be sent to bids@rowan.edu

All questions submitted will be answered on the Contracting & Procurement Department website on the date indicated below. See Section XIII. B. for further details.

Questions regarding opening documents or accessing items on the website should be addressed to:

Alicia Gannon
Office of Contracting and Procurement
E-mail: gannon@rowan.edu

Due Date:

Submissions must be received no later than February 20, 2018 at 2:00 pm in the Rowan University Procurement Department located at Rowan University, Bunce Hall suite #208, 201 Mullica Hill Road, Glassboro, NJ 08028.

In order to be considered for the award, all submissions must be received at the appropriate location by the required time. Any package not received on time at the noted location may be rejected.

Refer to the Submissions Requirements section of this document for further details.

Schedule of RFP Events:

- Request for Proposals Issued: January 30, 2018
- Questions Due: February 6, 2018
- Answers Posted to the website: February 13, 2018
- Submissions Due: February 20, 2018 @ 2:00 pm
## Required Procurement Documents

The documents as listed below are Procurement documents mandated by State regulation and University policy. All documents as listed must be included with your submission package in order for your proposal to be deemed responsible for this offering.

<table>
<thead>
<tr>
<th>Required Documents</th>
<th>Notes</th>
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<tbody>
<tr>
<td>1. Proposal Page &amp; Pricing Sheets</td>
<td>Must be included or submission <strong>will be rejected</strong></td>
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<tr>
<td>2. Contractor Certification and Disclosure of Political Contributions Public Law 2005</td>
<td>Must be included or submission <strong>will be rejected</strong></td>
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<tr>
<td>3. Non-Collusion Affidavit</td>
<td>Must be included or submission <strong>will be rejected</strong></td>
</tr>
<tr>
<td>4. New Jersey Business Registration Certificate Vendors can check the status of their BRC <a href="#">here</a></td>
<td>Must be registered with the State at the time of bid opening or submission <strong>will be rejected</strong></td>
</tr>
<tr>
<td>5. Taxpayer Identification Request (W-9 Form)</td>
<td>Must be included or submission <strong>may be rejected</strong></td>
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<tr>
<td>6. Exhibit A Mandatory EEO Language for Goods, Professional Services &amp; General Service Projects</td>
<td>Must be included or submission <strong>may be rejected</strong></td>
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<td>7. EEO/AA Evidence Disclosure</td>
<td>Must be included or submission <strong>may be rejected</strong></td>
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<td>8. Exhibit B Mandatory Equal Opportunity Language</td>
<td>Must be included or submission <strong>may be rejected</strong></td>
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<td>9. Construction Contracts Language “B”</td>
<td>Must be included or submission <strong>may be rejected</strong></td>
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<tr>
<td>10. Rowan University Minority, Female &amp; Small Business Contractors</td>
<td>Must be included or submission <strong>may be rejected</strong></td>
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<tr>
<td>11. New Jersey Policy Prohibiting Discrimination in the Workplace &amp; Model Procedures for Internal Complaints Alleging Discrimination in the Workplace, and Acknowledgement of Receipt. <strong>Policy</strong>: Do not return with package <strong>Model Procedures</strong>: Do not return with package</td>
<td>Must be included or submission <strong>will be rejected</strong></td>
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**Note:** All documents listed are required whether the Bidder is a New Jersey entity or not.

Please direct any questions you may have on the above to the assigned buyer for this project.
Project Overview

Rowan University is seeking to contract with a vendor(s) to provide personnel and any additional resources necessary to provide moving services for all Rowan University Campuses and any future properties obtained during the term of the contract.

The main campus, located in Glassboro, NJ, has over 50 buildings with an average age of approximately 43 years. There are also properties in Stratford, NJ and Camden, NJ. The University is seeking a qualified vendor to service the following four (4) campuses and any additional properties acquired during the term of contract.

1.) Rowan University  
   201 Mullica Hill Road  
   Glassboro, NJ 08028

2.) Cooper Medical School of Rowan University  
   401 South Broadway  
   Camden, NJ 08103

3.) Camden Bank Building  
   606 Cooper Street  
   Camden, NJ 08103

4.) Rowan University School of Osteopathic Medicine  
   1 Medical Center Drive  
   Stratford, NJ 08084

Campus maps are available at: [Maps](#)

I. **SCOPE OF WORK**

The successful contract(s) will provide all labor, including supervision, tools, material, equipment, licenses, permits and incidentals required and/or implied for the complete and satisfactory performance of moving services at Rowan University in accordance with the following:

A. **Specifications**

1. Proposers shall submit a copy of any required licenses or certifications with proposal submission package.
2. This contract will cover all University campuses as previously mentioned.
3. Vendor must have ability to provide, through its own means or through sub-contractors, all equipment, materials, supplies, vehicles and related services necessary to provide full and complete moving services. This includes, but is not limited to bins/crates, boxes, tape, labels, handcarts, padding, bubble wrap, computer bags, and protection materials.
4. Vendor and/or any sub-contractors performing work in connection with this bid must certify in their submission that personnel are paid in accordance with New Jersey state prevailing wage requirements.
5. Vendor must be capable of disassembly and reassembly of office desks, cabinets, office tables and bookcases. This applies to office furniture as well as all modular ‘cubicle’ style furniture. When disassembly and reassembly of furniture is required, vendor must properly label and track all parts and reassemble furniture in its original condition and assure no parts are lost or damaged by vendor personnel.
6. Vendor must take necessary precautions to prevent damage to equipment, supplies, and property. All items must be properly protected from inclement weather during the preparation of the move and while being moved.

7. In addition to the contractor’s general responsibility to protect property from damage, the vendor shall be responsible for the protection of finished surfaces such as, but not limited to, columns, doors, doorframes, and walls. Wall corners shall be protected by Styrofoam corner brackets or similar material. Wall surfaces shall be protected by corrugated wall board or similar materials where required for adequate protection. Vendor will be responsible for protecting all elevator floors and walls. The vendor shall assure that weight capacities of elevators used by personnel during the moving process will not be exceeded. Carpeting and floors shall be protected by Masonite (or similar) floor boards, cardboard or similar protective covering.

8. Any items or finishes damaged, marred or lost by the vendor shall be completely repaired, replaced or refinished by the vendor to the satisfaction of the University within 30 days of the incident.

9. At all times during the move, local ordinances shall be observed, including but not limited to preservation of adequate access to fire exits and extinguishers.

10. Vendor must provide adequate security measures during the move operation to ensure all items are accounted for.

11. Vendor will be responsible for removal and disposal of any debris i.e. packing material resulting from the move. Vendor is responsible for the removal and proper disposal of all trash and containers that may occur during the move. Trash that exceeds the capacity of the waste receptacles at the locations must be removed from the property and discarded with an appropriate recycling center or waste center at Vendor’s expense.

12. Vendor’s personnel shall provide for the physical transportation of all furniture, equipment and material from existing locations to new locations within the established time schedule for each project.

13. Vendor shall provide adequate truck size(s) and types of trucks to meet the individual moving requirements.

14. Vendors shall properly train and orient all employees who will perform work on site with regard to appropriate conduct and the consequences of employee misconduct on the University campus, with particular attention to misconduct involving discrimination and sexual harassment of students, employees and others on the University campus.

II. PRICING

A. Prices provided must remain in effect for the dates noted on the Proposal Page.

B. Pricing must be all inclusive.

1. Costs included in flat hourly rate: Benefits, normal travel time, insurance, taxes, vehicles (company and/or employee), any other overhead, profit, and other miscellaneous cost.

C. Vendors must provide a pricing list indicating rates to be charged for all projects to be completed under this contract. Payments for labor, services and supplies will be made on a time and materials basis. Payments for labor and services, under this contract, shall be made on an hourly flat rate basis, and limited to the work actually performed on any job/project.

III. GENERAL SERVICE CONTRACT TERMS & CONDITIONS

A. Guarantee: The awarded contractor(s) shall fully guarantee that all workmanship and parts furnished and installed under this contract against defect for one (1) year after completion. Defects will be replaced at no extra charge to Rowan University.
B. Contractor(s) shall supply Rowan University with all warranty information whether it be expressed or implied.

C. **Equipment, Material & Parts**
   1. The vendor is responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed should be restored to their original condition.
   2. All contract between awarded vendor(s) and Rowan University will be for the purpose of setting prices to be provided and the term that they are valid. No minimal amount of work will be guaranteed.
   3. All proposers shall be required to comply with the Time and Materials criteria established by the Rowan University Board of Trustees. The criteria are attached to this offering.
   4. Rowan reserves the right to retain any parts or equipment which are replaced; **this decision is at the sole discretion of the University**. No equipment or parts may be removed from the campus without written authorization and not until a University representative takes a digital picture.
   5. The awarded vendor(s) shall not shut down any equipment unless permission is first obtained by the Vice President of Facilities or their designee. The awarded vendor(s) shall comply with all Federal-Mandated OSHA lockout/tag out procedures.
   6. The Vice President of Facilities or their designee shall approve, in writing, the vendor’s accuracy and reasonableness of each invoice submitted for payment. The vendor shall be responsible for documenting the number of contract employees on site each day, hours worked, the materials and equipment used on the project, and the movement of personnel and materials to and from the job site as per the Time and Material Sheet attached as Exhibit 1.
   7. It is the responsibility of the awarded vendor(s) to keep the Assistant Vice President of Facilities or their designee informed of the status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates, and accrued and projected job costs. Failure to do so will delay processing of invoices.

D. **Contract Procedures**
   1. All contracts between the awarded contractor(s) and Rowan University will be for the purpose of setting prices and services to be provided and the term that they are valid. No minimal amount of work will be guaranteed.
   2. If awarded contractor(s) is summoned for work he/she shall report and sign in and out with the Vice President of Facilities or their designee upon arriving and departing from Rowan University campus.
   3. The Vice President of Facilities or their designee shall approve, in writing, the contractor’s accuracy and reasonableness of each invoice submitted for payment. The contractor shall be responsible for documenting the number of contract employees on site each day, hours worked, the materials and equipment used on the project, and the movement of personnel and materials to and from the job site as per the Time and Material Sheet attached as Exhibit 1.
   4. It is the responsibility of the awarded contractor(s) to keep the Vice President of Facilities or their designee informed of the status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates, and accrued and projected job costs. Failure to do so will delay processing of invoices.
   5. Rowan University will provide the Contractor with the name(s) of person(s) who are authorized to call in the contractor to provide service under this contract.
   6. All contractors providing service under this contract shall sign in upon arrival and sign out when work is completed. Rowan University will provide the contractor in writing with the location, department phone number and person to see to gain entrance into a building during all hours of the day. Attached to each invoice for payment shall be a signed statement from the person(s)
responding to an emergency call or service request call indicating time of arrival and time of departure. A contractor work order ticket may be reviewed by Rowan University in lieu of a signed statement. Either the signed statement or contractor work ticket should be typed or printed by hand using required 3 part forms provided by Rowan. Rowan needs to be able to read what is submitted with the invoice.

7. Rowan University will provide each prospective proposer with a listing of equipment (if applicable) that will be covered by this contract. Rowan University will provide a guided site inspection for all prospective proposers to view equipment covered by this contract.

8. THE UNIVERSITY MAY REQUEST THE CONTRACTOR TO TRANSFER FROM THE WORK CREW EMPLOYEES WHO ARE FOUND TO BE INCOMPETENT, PRONE TO EXCESSIVE TARDINESS, ABSENTEEISM OR THEFT.

9. Take adequate precautions to protect all other adjacent surfaces. Repair any damage caused as a result of inspection or servicing or equipment.

10. The contractor is required to protect all University property and is liable for any and all damage caused by his presence, work, methods, and personnel.

E. **Permits, Laws, Regulations**

1. The contractor shall provide all necessary testing/inspections in accordance with the current state adopted codes, and repair service laws or ordinances, and all rules regulations of health, public and/or other authorities controlling or limiting the methods and materials to be used, or the actions of those engaged in this kind of work.

2. Unless otherwise provided in the contract documents, the contractor shall secure but the University shall pay for all permits and governmental fees and inspections necessary for the proper execution and completion of the work.

3. All construction work shall be done in accordance with the New Jersey Uniform Construction Code. No work requiring inspections and approvals of construction code officials is to be covered or enclosed prior to inspection and approval by appropriate code enforcement officials.

4. The work under this contract is exempt from local ordinances, codes and regulations as related to the building and the site on which it is located, except where construction could adversely affect adjacent property, public sidewalks and/or streets. The contractor shall coordinate his/her activities with municipal and/or highway authorities having appropriate jurisdiction.

5. Soil conservation measures are to be in accordance with the County Soil Conservation District requirements and all pertinent codes and regulations.

6. The contractor shall comply with all applicable Federal, State and local laws and regulations and all conditions of permits controlling pollution of the environment. Necessary precautions shall be taken to prevent pollution of streams, lakes, ponds, wetlands, ground water and reservoirs with fuels, oils, bitumens, chemicals or harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. All sewage disposal work shall conform to the regulations of the State Department of Environmental Protection.

7. The University will pay for all code inspections; however, it is the contractor’s responsibility to request and set up inspections with the appropriate agency for all work requiring inspection, in a timely manner.

8. The contractor shall be responsible for and save harmless the University from all fines, penalties or loss incurred for, or by reason of, the violation by the contractor of any Federal, State or municipal law, rule, regulation or ordinance while the said work is in the process of construction.

9. Without limiting the foregoing, the contractor shall comply with the Federal Occupational Safety and Health Act of 1970 and all of the rules and regulations promulgated there under and the New Jersey Worker and Community Right-to-Know Act, PL1983 c. 315 N.J.S.A. 34:5A-1, et.seq.
10. Prior to the start of any crane equipment operations, the contractor shall make all necessary applications and obtain all required permits from the Federal Aviation Administration (FAA). The sequence of operations, timing and methods of conducting the work shall be approved by the FAA to the extent it relates to their jurisdiction.

F. Responsibilities
   1. Proof of necessary certifications is required for at least one company representative.
   2. Contractor shall have sufficient licensing needed to perform the work required as outlined in this RFP.
   3. The Contractor shall have sufficient equipment needed to perform the work required.
   4. The Contractor shall explain the processes or methodology that will be utilized to keep the University informed of assignment status and progress.
   5. The Contractor shall indicate how quality control will be managed.
   6. The Contractor shall provide a detailed analysis of damage and verify, with supporting data and reports, that the remediation has returned the space back to a safe and healthy condition for the return of the occupants.
      a. The contractor shall provide a comprehensive final report with detailed information that summarizes all covered services provided by contractor. The detail should be sufficient to satisfy federal reimbursement, e.g. FEMA regulations, and insurance company requirements, in order to maximize payment of claims and reimbursement of expenses.

G. Misc.: Hours; Testing; etc.
   1. Unless otherwise approved, work under this contract shall be accomplished during normal University work hours. These hours are Monday through Friday, 7:00 am until 4:00 pm. However, there may be projects that require work to be done outside the normal working hours. Additionally, contractors are expected to honor all University holidays.
   2. Any travel time for which a contractor is obligated to pay his employees should be considered as part of overhead, and allowances for such, figured into the flat hourly rate quote to the University. The University will make every effort to group work order/projects so that employees can be assigned to work on campus for a full workday; or so that contractor employees can be assigned to work lasting at least one-half workday, beginning or ending their workday at the University.
   3. The University will pay additional hours for travel for emergency call-in or when contractor’s employees are forced to travel during normal working hours due to the immediacy of the work order.
   4. Reasonable means of access to the equipment to be inspected will be provided. However, advanced notice may be required.
   5. Emergency Response: The awarded contractor shall respond within two (2) hours to all emergency service calls. A list of personnel authorized to make emergency services calls will be given to the successful contractor.

H. Invoicing and Cost Basis Calculations
   1. Rowan University will not allow nor pay any additional costs or surcharges on contractor invoices not already noted on the Proposal Form.
   2. The University will make every effort to group work order/projects so that employees can be assigned to work on campus for a full workday as required. When contractor employees can be assigned to work lasting at least one-half workday, such that the contractor employees can begin or end their workday at the University, any travel time for which a contractor is obligated to pay his employees should be considered as part of overhead, and allowances for such, figured into the flat hourly rate quote to the University.
   3. The University reserves the right to review any invoice of the awarded contractor.
4. Separate invoices shall be submitted for each job/project. Billing shall occur in a timely manner. When an invoice(s) from the contractor to the University includes materials, the contractor shall support any materials with invoices and/or receipts displaying the purchase from the original vendor.

5. Awarded contractor shall provide a “not to exceed quote” for each project to be reviewed and approved before work begins with the exception of emergency calls.

6. Rowan reserves the right to withhold the entire monthly payment in any month where the contract is not fulfilled.

7. **Penalties**
   a. If the contractor fails to fulfill the terms of the contract in any month, one half (1/2) of the prorated monthly charge will be deducted and forfeited from the next contractor payment.
   b. The contractor shall be considered in violation if they fail to take corrective action in a timely manner after discovery of a problem or written notification of a problem discovered by staff.
   c. Contractor will be in violation if timely service is not performed and inventories are not maintained.

IV. **TERM OF CONTRACT:**

A. The anticipated contractual period will be for one (1) year with two (2) possible renewals of one year each, subject to budgetary approval on a yearly basis. Rowan University reserves the right to alter this time period upon review of all proposals.

   NOTE: In order to better align with Rowan’s fiscal year, the first year of the initial proposed contract will begin on July 1st. All subsequent years (2-3) will run from July 1st of the applicable year and end on June 30th of the following year.

B. The University reserves the right to terminate the awarded contractor’s services for cause or convenience at any time during the term of the contract.

C. In the event that services are terminated by the University written notice will be provided ten (10) days in advance of termination date.

D. The awarded contractor may not assign sell or sub-contract its obligations under the contract to any third party without prior approval in writing by the University.

E. In the event that the contract is terminated either by contract expiration or by voluntary termination by the University, the contractor must continue all services until new services become completely operational or new service provider is in place.

F. The contractor will be responsible for any additional costs incurred by the University in utilizing any replacement firm.

G. At no time shall this service extend more than 90 (ninety) days beyond the expiration date of the existing contract.

V. **PROCEDURAL REQUIREMENTS AND AMENDMENTS**

A. The contractor shall comply with all procedural instructions that may be issued from time to time by the Director of Facilities or their designee.

B. During the period of the contract, no changes are permitted in any of these conditions and specifications unless the contractor receives written approval from the VP of Facilities or their designee.

C. Should the contractor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matter to the VP of Facilities or their designee for consideration and decision.
D. The contractor is advised that asbestos, PCBs and other hazardous substances are present on Rowan University’s campuses.
   1. In encountering any of these known or suspected hazardous substances, the contractor must stop work immediately notify the Director of Environmental Health & Safety and follow University directions or instructions.
   2. The contractor must comply with all State and federal regulations regarding handling and disposal of all contaminated waste materials they generate on the campus.
   3. Material Safety Data Sheets (MSDS) must be furnished on all products/materials, which require them under the provisions of the New Jersey Worker and Community Right to Know Act or the OSHA Hazard Communications Standard.

E. The contractor, or his authorized representatives, shall meet periodically with the Director of Facilities or their designee to discuss the services and to make amendments or changes in procedures and operations as may be found necessary.

F. There will be a meeting with the successful contractor and Rowan University prior to the start of the contract.

G. The contractor shall comply with all federal, state or local laws now in effect or hereinafter promulgated which apply to the operations herein specified.

H. At the sole discretion of the University, if the primary contractor has been found to be at the limit of his capability to provide sufficient manpower and or supervision in an effective manner, the University will assign any additional work schedule to be performed in that given time period to the contractor that placed second in the scoring. Also, the University reserves the right to secure pricing from all of the top three (3) scored respondents to the RFP for any project. In this instance the work will be awarded based either on lowest Not to Exceed Time and Material price or Lump Sum price depending on the pricing method chosen by the University.

VI. CONTRACTOR PERSONNEL

A. While on University property:
   1. All personnel shall observe all rules and regulations in effect at Rowan University governing safety and personal conduct.
   2. Contractor employees shall be subject to control of the University, but under no circumstances, shall such persons be deemed employees of the University.

B. Contractor personnel shall not represent themselves or be considered as employees of Rowan University or the State of New Jersey.

C. CRIMINAL BACKGROUND CHECKS ARE MANDATORY for all non-university personnel performing work on the Rowan University Campus. Contractors, consultants, and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the campus community. Failure to comply with this requirement may result in immediate termination of any award or contract.

D. The selected contractor shall provide a complete list of names (including supervisors) that may be working on campus.

E. The contractor(s) shall remove from the Rowan University work place any of its employees who are found to be unacceptable by the University. Such requests shall not be unreasonable, are the sole decision of the University, and are not subject to negotiation.

F. Contractor shall provide proper identification for all contractor employees. While on University premises, all contractor employees must wear attire that identifies them as contractor’s employee with identification visible from both the front and the back.

G. Vehicles shall be clearly identified as company vehicles and be maintained in a neat clean and sanitary condition. At least one person in each vehicle, preferably the driver, must be able to speak, read and
write the English language. It shall be the contractor’s responsibility to see that employees render quiet and courteous service.

VII. COMPLIANCE LAWS
The awarded contractor(s) shall comply with all local, state and federal laws, rules and regulations, inclusive of those specific to only Rowan, applicable to this contract and to the work to be done hereunder. Including, but not limited to:

A. All work under this contract shall be done in strict accordance with all applicable federal, state, and local regulations, standards, and codes governing hazard abatement and any other trade work done in conjunction with the abatement.
   1. The most recent edition of any relevant regulation, standard, document, or code shall be in effect.
   2. Where conflict among the requirements or with these specifications exists the most stringent requirements shall be utilized.

B. Contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

C. If awarded a contract, winning contractor will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

D. Rowan University is committed to affirmative action and equal opportunity in all areas of operation. Those submitting proposals must certify that their company has an updated affirmative action/equal opportunity program.

E. This project is subject to requirements of the “New Jersey Prevailing Wage Act,” P.L. 1963, c. 150 (C.34:11-56.25 et seq.). Additional information regarding Prevailing Wage and Wage rates can be found at: Prevailing Wage

F. All contractors submitting proposals must not be barred or otherwise suspended from doing business with government entities as evidenced by the SAM (System for Award Management) database, fka EPLS.

G. All contractors shall be able to comply with the requirements of Public Law 2005, Chapter 51, N.J.S.A. 19:44A-20.13-25 (Formerly Executive Order 134) and Executive Order 117 (2008).

VIII. REPRESENTATIONS AND WARRANTIES
In submitting a proposal for this offering, the contractor expressly warrants that:

A. The contractor has legal capacity to execute and perform any Agreement arising from this RFP.

B. Any Agreement arising from the award of this RFP is a valid and binding Agreement enforceable against the contractor according to its terms.

C. The execution and performance of an agreement by the contractor does not, and shall not, violate or conflict with the terms of any existing Agreement or understanding of which the contractor is a party.

D. The execution and performance of an Agreement by the contractor does not, and shall not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the contractor.

E. The contractor knows of no reason why the contractor is in any way, physically, legally, or otherwise, precluded from performing the obligations under an Agreement arising from this RFP, in accordance with its terms, including without limitation those relating to health and safety.

F. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.
IX. INDEMNITY
A. The awarded contractor agrees to indemnify, protect, save harmless, and defend Rowan University, its governors, officers, employees, and agents from and against any and all claims, losses, costs, damages, and expenses, including legal costs and attorneys' fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of use thereof, loss of business, otherwise resulting from or arising out of operations, services, or work performed by the Proposer, its agents or employees, alone or with others, or resulting from or arising out of services provided jointly by the Proposer, its agents or employees, or through any act or omission on the part of the Proposer, its agents or employees, or servants.

B. Contractor shall reimburse, and make good to the University all monies, which the University or its representative shall pay, or cause to be paid, or become liable to pay, by reason of such claims, or in connection with any litigation, investigation or other matters connected therewith.

C. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

X. INSURANCE REQUIREMENTS
A. Vendor agrees to obtain and maintain, at its sole expense, the insurance coverage described below. All insurance must be placed with an insurance company licensed to conduct business in the State of New Jersey and maintaining an A.M Best Rating of “A” or better with a financial size rating of Class XI or larger. All insurance required herein shall be written on an Occurrence basis, unless otherwise noted, shall contain a waiver of subrogation in favor of Rowan University and the State of New Jersey, and will be in effect no later than 12:01 A.M. at the start of the day of the contract and must remain in effect for the duration of the contract, including any extensions.

B. Vendor agrees that no insurance policy will be cancelled, reduced, or revised without thirty (30) days prior written notice to Rowan University. In addition, required insurance will be primary to any other insurance available and any limitations of Vendor’s insurance will not relieve the Vendor of its indemnification responsibilities to Rowan University and the State of New Jersey per Section VIII. Indemnity.

C. Vendor agrees it will require all sub-contractors retained during the term of Vendor’s contract to comply with all insurance requirement outlined herein.

D. Insurance Required:

1. Workers’ Compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the employees of Vendor who will be engaged in the performance of work under this contract.

2. Employers’ Liability Protection with a limit of liability not less than one million dollars ($1,000,000) bodily injury, each occurrence; one million dollars ($1,000,000) disease, each employee; and one million dollars ($1,000,000) disease, aggregate limit.

3. Commercial General Liability written on a current ISO Occurrence Form or equivalent. The General Liability policy will include, but not be limited to, coverage for bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, sexual abuse and molestation, contractual liability, and fire legal liability. Vendor agrees to maintain the following general liability limits of coverage:
   - per occurrence ................................................................. $1,000,000
   - products/completed operations aggregate........................................ $3,000,000
   - personal and advertising injury....................................................... $1,000,000
   - general aggregate........................................................................ $3,000,000
A “per location or Project endorsement” shall be included so that the general aggregate limit applies separately to the Rowan location or Project.

4. Comprehensive Automobile Liability written on an occurrence basis covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence.

5. Excess Liability, umbrella insurance, follow form, applying excess of the commercial general liability, commercial automobile liability and employer’s liability insurance in minimum amounts of five million dollars ($5,000,000) per occurrence, one five dollars ($5,000,000) general aggregate, and five million dollars ($5,000,000) products/completed operations.

6. Pollution Legal Liability insurance policy, if applicable to the services performed under this contract, in minimum amounts of two million dollars ($2,000,000) per occurrence. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that occurred during, or as a result of, the provision of Vendor’s services under this contract, but are not discovered until after completion of services under this contract.

7. Professional (Errors & Omissions) Liability insurance, if applicable, in minimum amounts of two million dollars ($2,000,000) per claim. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that result from the professional services provided during the term of this contract regardless of when a claim is made.

E. The General Liability, Automobile Liability and Pollution Legal Liability policies shall each name Rowan University and the State of New Jersey as additional insureds.

F. Vendor shall bear all costs of all policy deductibles.

G. Vendor may, if they so desire, include with their proposal the applicable certificates of insurance. This will expedite the contract award process for the awarded vendor.

H. Within ten (10) days after receipt of notice of intent to award contract, and if applicable, annually thereafter until contract termination, Vendor will furnish Rowan University with Certificates of Insurance evidencing all required insurance.

1. Certificates must evidence the Additional Insured language.

2. Certificates will be submitted to the Senior Director of Contracting and Procurement, Rowan University, 201 Mullica Hill Road, Glassboro, NJ 08028.

I. The awarded vendor shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this agreement. The successful proposer agrees to defend, indemnify, and hold harmless Rowan University and its officers, agents, staff members and employees, from all actions, claims, and demands whatsoever that may be asserted by, or on behalf of anyone, against the University, its officers, agents, staff members and employees because or as a result of, any accident, injury or illness that may occur to or be sustained by any person, agency, or company that arises out of the activities conducted under this RFP by the proposer, their employees or anyone acting on the proposer’s behalf.

J. Rowan University, as a State funded University, will not indemnify vendors in any form.
XI. **DEFAULT**
In case of failure to deliver goods or services in accordance with the contract(s) terms and conditions, Rowan University, after due oral or written notice, may procure substitute goods or service from other sources and hold the contractor(s) responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other solution, which Rowan University may have.

XII. **SALE OR BANKRUPTCY OF BUSINESS**
A. If during the life of this Agreement, the awarded contractor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser. In this event, the new owner(s) may, in Rowan University’s discretion, be required to submit a performance bond in the amount of the value of services to be delivered pursuant to this Agreement.

B. In the event of the institution of any proceedings by or against the awarded contractor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of the contractor, Rowan University shall have, in addition to the rights previously stated, the right to cancel this Agreement forthwith.

XIII. **GENERAL**
A. Rowan University may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted at: Contracting & Procurement Department website. It will be the responsibility of the prospective vendors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

B. Short procedural inquiries may be accepted by telephone by the buyer noted for this project. However, oral explanations or instructions given over the telephone shall not be binding upon the University. Proposers shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this project.

C. If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture shall be submitted with the joint venture’s submission.

D. The awarded firm may not assign sell or sub-contract its obligations under the contract to any third party without prior approval in writing by the University.

E. Any modifications to the bid document, prior to award, may invalidate the entire submission.

F. Rowan reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan.

G. Rowan reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

H. **Patents:** The Suppliers shall hold and save the University, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense for or on account of any patented or unpatented invention, article, or applicable manufacturer or use in materials and forms of construction as will satisfy the University’s requirements.

I. **Submission as Public Information and Property of Rowan**
Submissions will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Open Public Records Act for non-
proprietary information. It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.

J. All submissions will become the property of Rowan. Submitted packages will not be returned to respondents unless they are received late.

K. In submitting a bid, the Vendor agrees, unless specifically authorized in writing by an authorized representative of Rowan University on a case by case basis, that it shall have no right to use, and shall not use, the name of Rowan University, its officials or employees, or the Seal of the University:
   1. In any advertising, publicity, promotion;
   2. To express or imply any endorsement of agency’s services;
   3. To use the name of the State, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

L. The preparation of a bid shall be at the expense of the respondent. Rowan University will not reimburse firms for any costs associated with the preparation or submittal of a response.

M. Rowan University does not allow payment of attorney fees for litigation regardless of disposition of matter.

N. By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

O. Submissions which, in the sole judgment of Rowan, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

P. Rowan University will not accept jurisdiction in any State except New Jersey.

Q. The vendor shall be solely responsible for all damage or unauthorized destruction to any Rowan University buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.

R. Rowan University reserves the right to reject any or all submissions or to award in whole or in part if deemed in the best interest of the University to do so.

S. This RFP is not binding on the University.

T. Protest of restrictive specifications or improprieties in the solicitation, by an interested party, must be received by the Procurement Department in writing not less than ten (10) working days before the closing date for receipt of submissions.

U. Unless specifically noted within this RFP, Rowan’s Standard Terms and Conditions take precedence over any special terms and conditions contained in this RFP.

V. Proposers assume sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a proposer’s failure to be knowledgeable of all the requirements of this RFP. By submitting a bid in response to this offering, the proposer represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

W. Rowan University has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Senior Director of Contracting and Procurement (Senior Director) shall provide advanced, written notice to the vendor.
   1. Upon receipt of such written notice, the vendor will submit, within five (5) working days to the Senior Director of Contracting & Procurement, an itemization of the work effort already completed by task or subtasks. The vendor shall be compensated for such work effort according to the applicable portions of its cost proposal.

X. The Senior Director may, for valid reason, issue a stop order directing the vendor to suspend work under the contract for a specific time. The vendor shall be paid until the effective date of the stop
order. The vendor shall resume work upon the date specified in the stop order or upon such other date as the Senior Director may thereafter direct in writing. The period of suspension shall be deemed added to the vendor’s approved schedule of performance. The Senior Director and the vendor shall negotiate an equitable adjustment, if any, to the contract price.

Y. Rowan University reserves the right to cancel this contract with thirty (30) days written notice to the vendor(s) with or without cause.

Z. No party, including any respondent to this RFP, is granted any rights hereunder.

AA. The proposal submitted by the vendor shall be binding on the vendor.

BB. Rowan University reserves the right to seek clarification and additional information at any point in connection with vendor information or other communication regarding this RFP.

XIV. SUBMISSION REQUIREMENTS

A. Submissions should provide a straightforward and concise delineation of the respondent proposal and commitment to satisfy the requirements of the RFP.

B. Vendor’s submissions should include all information noted in the sections above and on the Required Procurement Documents page of this document as well as the following information.

C. Proposals submitted in any other format other than as listed below will be considered informal and may be rejected.

D. The RFP should be concise and shall be organized in a manner so the selection committee may quickly access pertinent information. Every effort should be made to avoid duplicating the information presented in the RFP. The RFP must include and will be evaluated based on the following criteria. Each team’s RFP must include an index and be organized by discrete sections corresponding to the criteria and in the same order as listed below

1. Transmittal Letter:
   a. Proposals must be accompanied by a transmittal letter not to exceed two (2) pages signed by a principal of the firm.

2. Personnel and/or Staffing:
   a. Provide the name and contact information of the individual in your firm that the University should contact regarding questions about your RFP submission. The contact information should include the name of individual, telephone number, and e-mail address (Page 21).
   b. A complete list of names and the roles of key personnel (including sub-contractors as appropriate) proposed to carry out work under this contract, including resumes and/or licenses, relevant experience, hourly billing rates, and longevity in those functions.
   c. A certification that the firm and key personnel assigned to this effort is not aware of any conflicts of interest in the evaluation and review of anticipated submissions. If unable to make such a certification, any potential conflicts must be disclosed.

3. Background, Statement of Qualification & Experience including References:
   a. Description of the firm’s size, history, qualifications and achievements.
   b. Provide a listing of at least five references from current (at least three) and former clients at institutions similar to Rowan University that the University may contact regarding previous work completed.
      • Include the name and address of client and the length of relationship.
      • Include name, title and telephone number of a contact person at each institution.
      • The University reserves the right, but is not obligated to, contact any organization or institution as a reference.

5. **Licenses/Certifications:** Proof of necessary certifications is required for at least one company representative.

6. **Required Procurement Documents:** All documents requested (Page 3), should be submitted in the listed order.

E. Conditional proposals will not be considered.

F. Please note that we will only accept electronic bid submissions in the form of a USB or CD format via mail or submission through email. **Electronic submission is the official submission of the University and will be treated as such**

G. If mailing in an electronic submission, please place in a sealed envelope clearly labeled with the title **RFP 18-54 Campus Moving Services** and the vendor’s name and business address.

H. The University prefers single file PDF format of electronic submissions.

I. Post Award: Following the notification of award, Vendor(s) will receive a contract along with a request to review terms, deliverables, costs and the University’s expectations in general. You will be able to address any post award questions or concerns at this time. *If you do not receive a contract within 7 days of award, please contact contracts@rowan.edu.*
Contract Deliverables and Requirements, Evaluation

Instructions:

NOTE: THE UNIVERSITY IS NOW ONLY ACCEPTING ELECTRONIC BID SUBMISSIONS. ELECTRONIC SUBMISSIONS WILL BE CONSIDERED AS ORIGINALS AND WILL BE UTILIZED AS THE OFFICIAL DOCUMENTATION FOR EVALUATION AND CONSIDERATION BY THE UNIVERSITY. EVERY REASONABLE EFFORT SHOULD BE MADE SO THEY ARE COHERENT AND EASILY VIEWABLE. ALL REQUIRED DOCUMENTS PERTAINING TO THIS OFFERING MUST BE INCLUDED IN THE ELECTRONIC SUBMISSION.

Instructions:

In order to be considered for the award, vendors must proceed with the following submission options:

Submission Option #1: Submit bid via email to bids@rowan.edu
  • Enter the Bid Name and Company Name in the Subject Line
  • DO NOT PROVIDE LINKS OR ANY EXTERNAL LOCATIONS FOR FILES TO BE DOWNLOADED OR RETRIEVED, THE UNIVERSITY WILL REJECT ANY SUBMISSIONS SENT IN THIS MANNER

Submission Option #2: Mail an envelope to the office of Contracting & Procurement with a USB drive or CD enclosed containing the bid submission (Note: The University is not responsible for USB or CD drives that contain no information or fail upon use).
  • Please label all outermost submission packages as follows:
    ▪ RFP 18-54 Campus Moving Services
  • Contracting & Procurement address:
    Bunce Hall, Suite 208
    Rowan University
    201 Mullica Hill Road
    Glassboro, NJ 08028
  • Submit bids no later than 2:00 p.m. on submission due date.

Respondents are cautioned that reliance on the US Postal Service, other mail delivery, and/or courier service for timely delivery of submissions is at their own risk. Mailing submissions should allow for normal mail delivery time and internal circulation within the University to ensure the timely receipt of their submissions by the Purchasing Office. The University will not be responsible for submissions which do not meet the RFP deadline.
Evaluation and Selection Criteria:  
An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified.

Selection of the awarded vendor(s) shall be based solely on the Review Committee’s evaluation of the submissions and the criteria set forth above. Rowan reserves the right to interview the respondents. Rowan also reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan. In addition, Rowan reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

Submission of a Proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University.

By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

Requests for Clarification by the University: The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within two (2) business days of receipt of any request for clarification by the University.

The award of this RFP will be based upon a review and analysis of all proposals to determine which proposal/proposals best meet the University’s needs. The contract award will be based on a points-earned matrix derived from a service and financial evaluation.

Firms will be awarded points in the following categories:

<table>
<thead>
<tr>
<th>Category</th>
<th>Potential Points</th>
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<tbody>
<tr>
<td>Background Qualifications &amp; Experience</td>
<td>0-30</td>
</tr>
<tr>
<td>Personnel / Staffing</td>
<td>0-20</td>
</tr>
<tr>
<td>Pricing</td>
<td>0-40</td>
</tr>
<tr>
<td>References</td>
<td>0-10</td>
</tr>
</tbody>
</table>
Please provide at least five (5) references:

<table>
<thead>
<tr>
<th>Name &amp; Address of Current Client</th>
<th>Length of Relationship</th>
<th>Name &amp; Phone # of Contact</th>
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The proposer states that he/she has carefully examined the specifications of RFP 18-54, Campus Moving Services, and that he/she has fully informed himself/herself regarding all conditions at the site and pertaining to the work to be done and that he/she will furnish all labor and materials and will assume all responsibility even though not specifically mentioned but which are necessarily required or reasonably implied to obtain the completed conditions contemplated.

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<tr>
<th>Vendor Name</th>
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Any and all changes made to this proposal page must be initialed and dated by the Proposer. No edit(s) will be accepted without Proposer’s initials and date, next to any and all corrections.

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<th>Contact Name for this Project</th>
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<th>Contact Email</th>
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<th>Contact Phone</th>
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<td>BASE PRICING:</td>
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<tr>
<td>Supervisor</td>
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<tr>
<td>General Mover/Helper</td>
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<tr>
<td>Carpenter</td>
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<tr>
<td>One (1) Box Truck One (1) Driver</td>
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<tr>
<td>One (1) Tractor Trailer and One (1) Driver</td>
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<td>OVERTIME RATES:</td>
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<td>Supervisor</td>
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<td>HOLIDAY RATES:</td>
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Proposer’s Signature: ___________________________  Date: ___________________________
In addition, include a detailed price list of items available for sale or rental through the vendor such as moving equipment, protective materials used at the work site, boxes, packing tape, packing peanuts, newsprint wrapping paper, reusable crates, etc. Indicate the size (e.g. 18” X 18” X 16 Medium Moving Box) and quantity (e.g. 1.5 Cubic Foot Bag of Bio-Degradable Packing Peanuts) as appropriate for each item and the price to be charged. If vendor proposes to offer any additional moving and/or storage related services not referenced in the RFP, provide details and the associated costs.

If a discount is offered for larger projects, indicate the % discount and the minimum dollar amount of the project, before discount, to earn the discounted pricing:

% discount offered. Minimum cost to earn discount =

Proposer’s Signature ___________________________     Date ____________