



**UC HASTINGS**  
COLLEGE OF THE LAW  
EST. 1878

**REQUEST FOR PROPOSALS  
#90-0008**

**for**

**Campus-wide Moving Services**

RFP Issue Date: Friday, December 13, 2019

RFP Due Date: Wednesday, January 15, 2020

Contact: [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)

## Purpose

UC Hastings College of the Law (hereinafter called the College) seeks to contract for professional moving services for an upcoming campus-wide moving project. The college will be opening a new academic building in spring 2020 and some faculty, staff, and departments will be moving to the new building. Additionally, many other faculty and staff will be moving within the campus as indicated in the RFP attachments.

## Context

Founded in 1878 as the law department of the University of California, UC Hastings College of the Law was established by the California Legislature with its own Board of Directors. With the exception of the degree-granting authority held by the UC Board of Regents, all other aspects of the College are operated independently under the oversight of the UC Hastings Board of Directors. UC Hastings is the oldest public law school in California and the only stand-alone, public law school in the nation.

UC Hastings' reputation for academic excellence, its affiliation with the University of California, and its location in San Francisco's downtown Civic Center are major factors contributing to the overall strength of the institution.

## Scope of Work

UC Hastings currently has five buildings: 200, 198, 100 McAllister, 376 Larkin, and a new location at 333 Golden Gate opening in Spring 2020. 198 McAllister will be permanently vacated. The first floor at 200 McAllister is under renovation and staff will be moving to that location once it becomes available. As faculty and staff move out of 200, that space will be filled by other faculty and staff - some moving from 198 or 100, and others moving within 200. Faculty and several other departments will be moving between the college's buildings once the new building is opened. In the course of the intra-campus moves, no occupants will move into 198 McAllister.

Office occupants will pack and label their belongings with the destination location.

Moving services are requested to transport typical office furniture, IT equipment, and packed belongings from current locations to new designated locations.

Contractor shall furnish all personnel, equipment, tools of the trade, and materials necessary to provide professional moving services.

## CONTRACTOR RESPONSIBILITIES

- Contractor will supply all personnel and equipment necessary to perform this service. Contractor will also be responsible for all safety precautions while performing the service.
- Contractor agrees that the moving services covered by this RFP will be performed by qualified, careful and efficient staff, in the strictest conformity with accepted industry standards.
- Contractor will be responsible for taking proper care to protect condition of premises at origins and destinations involved in any moves. All elevators must be protected with sufficient padding and loading limits shall be strictly adhered to. All floors, carpets, doorways, stairs and walls must be protected to prevent damage during any moves.

\*Note: In 198 McAllister, Contractor is not required to protect walls, floors, or elevators but shall still protect the items being moved.

- Contractor will ensure the College's personal property is properly loaded and unloaded, wrapped and strapped during transport. Protective materials, padding, strapping materials, hand trucks, furniture dollies and all other necessary supplies for safely moving College property is the responsibility of the contractor.
- Contractor's personnel must be outfitted in a company uniform or other company distinguishable attire or identification, i.e. name tag, or identification card conspicuously displayed.
- Continuance of the contract for the full period shall be contingent upon satisfactory performance of the vendor. Unsatisfactory service performance, as determined by the College, may be cause for termination of any balance of the contract without penalty to the College.
- Contractor shall take every precaution to protect all public and private property during the performance of the contract. Any damage caused by contractor's personnel or equipment will promptly be repaired to the condition existing before the damage or be replaced at no expense to the College. Services covered by this contract shall not be subcontracted.
- College requests that contractor use same personnel for all College moves if feasible. Familiarity with College properties and procedures aids in efficiency of moves.
- Contractor shall provide a project manager/single point of contact to liaise and coordinate with the college's project manager related to performance (scheduling, prioritizing, supervising, etc...)

## QUALIFICATIONS

### Relocation Experience (In Comparable Projects)

Has the entity successfully **completed** at least five (5) comparable projects within the last seven (7) years in the State of California? YES / NO

|   |          |
|---|----------|
| Active University of California Campus?                           | YES / NO |
| Active Higher Education Campus (excluding Junior Colleges)?       | YES / NO |
| Comparable environment: Private offices/college offices?          | YES / NO |
| Relocation from multiple occupied buildings in various locations? | YES / NO |
| Limited number of elevators, weight and size capacity?            | YES / NO |
| Campus logistics?   | YES / NO |
| Multi-phase schedule?   | YES / NO |

### CSLB and DIR

1. Name of license holder exactly as on file with the California Contractor's State License Board:

2. License Classification(s):

3. License Number(s):

Has your contractor's license been suspended or revoked by the California Contractor's State License Board within the last 5 years?

YES / NO

Is your firm currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1.

YES / NO

### STAFF EXPERIENCE

Have the Project Manager and Lead Mover personnel successfully *completed* at least three (3) comparable projects?

#### A. PROJECT MANAGER:

1. The name of the Project Manager to be committed to this project and continuously retained throughout this project is:

(Attach resume)

2. Present position/job function within entity:

3. The Project Manager named above was assigned to the following comparable

RFP #90-0008

Title: Campus-wide Moving Services

Due: 1/15/2020

Projects (include project costs):

**B. FULL-TIME LEAD MOVER:**

1. The name of the Lead Mover to be committed to this project on a full-time basis and continuously retained throughout this project is:  
(Attach resume)

2. Present position/job function within entity:

3. The Lead Mover named above was assigned to the following comparable Projects (include project costs):

**SAFETY PROGRAM**

A. Does your firm have a written Injury and Illness Prevention Program (IIPP) that complies with Title 8 of the California Code of Regulations?

YES / NO

B. Does your firm have a written safety program that meets CAL/OSHA requirements?

YES / NO

C. Will your firm have personnel permanently assigned and dedicated to Safety on this project?

YES / NO

D. What is your Experience Modification Rate (EMR) for the past three (3) premium years?

2019 EMR:

2018 EMR:

2017 EMR:

Attach verification of EMR from State of California or from insurance company.

E. The proposing firm HAS NOT had any Cal-OSHA fines in the Serious, Repeat or Willful categories within the past 10 years?

YES / NO

## MOVE DATE TIMELINES

Review of overarching timelines

- a. Faculty: Rolling moves occurring through June 2020
  - i. To 333 Golden Gate Move-in: February 20 – April 10, 2020
  - ii. 198 McAllister Move-out: January – April 1, 2020
- b. Moot Court/LWR: To 3<sup>rd</sup> floor of 100, moving March 30<sup>th</sup> – April 1, 2020
- c. DRP/LEOP: To 2<sup>nd</sup> floor of 200, moving April 2020
- d. General Counsel: To 3<sup>rd</sup> floor of 100, moving March – April 2020
- e. Vault: Pending Temporary Location for Sp20 in 200, moving February 2020
- f. Advancement & Communications: To 333 Golden Gate, moving February 20 – April 2020
- g. Fiscal: Moving to 200 McAllister 2<sup>nd</sup> floor and 100 McAllister, 3<sup>rd</sup> – 4<sup>th</sup> floors, March 2020
- h. Enrollment Management: Moving to 200 McAllister, 1<sup>st</sup> Floor, March 2020

\*See Attachment B – UCH high-level moves

## UC Hastings Contact Information

The primary contact for this process is:

**UC Hastings Purchasing Department**

James Ferrell, Buyer

Sara Rubio, Buyer

[purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)

## Tentative Schedule & Milestones

|   |   |
|---|---|
| RFP posted  | Friday, December 13, 2019                 |
| Questions due to <a href="mailto:purchasing@uchastings.edu">purchasing@uchastings.edu</a> | Thursday, December 19, 2019               |
| Responses from UCH posted   | Friday, January 2, 2020                   |
| Site visit(s) scheduled   | Wednesday, January 8, 2020                |
| RFP due to <a href="mailto:purchasing@uchastings.edu">purchasing@uchastings.edu</a>       | Wednesday, January 15, 2020               |
| Evaluation period   | Immediately following review of responses |
| Finalist round (in any), plus award   | TBD                                       |

RFP #90-0008  
Title: Campus-wide Moving Services  
Due: 1/15/2020

## Guidelines for Submission

To appropriately evaluate each firm's capabilities, responses are to be tendered according to the guidelines listed below. Each firm is to outline how it will fulfill the Scope of Work included in this RFP. Proposals should clearly address all information requested in this RFP and use the following organization:

### 1. Executive Summary

- Introduce the firm, including size, location, and philosophy.
- Provide names, resumes, certifications, and specialties of the personnel who would be assigned to this project, and indicate what their proposed roles would be and the benefits they bring.

### 2. Expertise

- Develop a short narrative demonstrating clear understanding of the objectives and key features of the proposal.
- Describe specific methodologies, techniques, and technology to be employed in preparation and delivery of the requested services and reports. Outline anticipated schedule, work plan, and task list that details the steps to complete the proposed services and prepare the reports, and addresses how all aspects of the Scope of Work will be carried out.
- Provide a list of recent engagements of similar size and scope (including appropriate references, who may be contacted to evaluate completed work), and the outcome of the engagements. Highlight organizations that are similar to the College.
- Outline how the College's feedback will be incorporated at various stages of implementation of the digital marketing and demand nurture campaign.
- Detail any assumptions made in preparing the proposal.
- Include any other services not identified in the Scope of Work.

### 3. Pricing

- Use excel form provided.

## Due Date

**Completed proposals are due (via e-mail) WEDNESDAY, JANUARY 15, 2020, to:** [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)

Questions concerning this RFP should be sent in writing via e-mail to [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu) referencing the appropriate RFP section and page number, by COB Thursday, December 19, 2019.

RFP #90-0008  
Title: Campus-wide Moving Services  
Due: 1/15/2020

Written responses to all submitted questions will be provided to all questions submitted on or about COB Friday, January 2, 2020.

## Confidentiality

All information concerning all parties referenced herein or their respective businesses and operations, which is directly or indirectly furnished or made available under or by virtue of the existence of this RFP and which is not generally available to the public, shall be treated as confidential and proprietary to the extent permitted by law. All parties shall take all reasonable precautions to assure that no such information is used, disclosed, duplicated, or distributed by them or any of their employees or agents for any purpose other than their performance hereunder.

## Agreement Term

It is the intent of UC Hastings to enter into one agreement with one firm. A sample standard UC Hastings agreement is attached for reference as Exhibit A. Actual agreement may differ slightly.

## Other Conditions

Submission of a proposal in response to this RFP does not commit UC Hastings to pay any costs incurred in proposal preparation or submission, or to enter into a contract with any firm for any services. UC Hastings may reject any or all proposals at UC Hastings' sole discretion. Failure to comply with all the terms and conditions of this RFP may result in the disqualification of a proposal. UC Hastings may, at its discretion, request interviews and demonstrations of proposed marketing campaigns through a web-based or in-person presentation for College staff.

## Incorporation of Proposal into Contract

This RFP, the awarded firm's proposal, and all other representations made by the firm will be incorporated into any and all contract agreements between the firm and UC Hastings.

## Award of Contract

Assuming UC Hastings decides to proceed, award will be based upon the response that is determined to be in the best interests of UC Hastings, as determined by the College. Initial evaluation will be based upon a combination of company information, expertise, and the cost proposal for the project. The College may, in its discretion, require a finalist round or round(s) to evaluate suppliers and their products in order to assist in making final decision.

RFP #90-0008  
Title: Campus-wide Moving Services  
Due: 1/15/2020



## EXHIBIT A - SAMPLE AGREEMENT

### 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 xxxx ("Contractor"), whose address is xxxxxx.

#### I. SCOPE OF SERVICE RENDERED

Labor and materials as required to perform:

All work to be performed in a commercially reasonable manner at mutually agreeable prearranged times during normal business hours, and in compliance with applicable Federal, State, and local laws and regulations.

#### II. TERM OF AGREEMENT

The term of this Agreement shall be from \_ through completion of work - scheduled for .

#### III. COMPENSATION

#### IV. PAYMENT

Hastings will pay Contractor for the described work upon submission of an invoice detailing the work completed under this Agreement according to the payment schedule below:

Invoices shall reference the authorized UCH purchase order for the project, and shall be addressed to:

RFP #90-0008  
Title: Campus-wide Moving Services  
Due: 1/15/2020

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 must be in writing, and signed by both parties in order to be effective.

#### 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.

In the event of termination, Contractor will be entitled to payment for Work satisfactorily completed prior to the date of termination.

#### 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:

UC Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102  
415-565-xxxx

RFP #90-0008  
Title: Campus-wide Moving Services  
Due: 1/15/2020

Contractor is immediately to inform \_\_\_, or 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. WARRANTIES

Contractor represents and warrants that it possesses the requisite skill, qualifications, and licensures necessary to perform the Work in a commercially reasonable manner. Contractor further represents and warrants that it has the right to provide the equipment, software, and services described in Exhibits D and E to Hastings, and shall defend, indemnify, and hold harmless the State of California and Hastings and its officers, directors, employees, agents and representatives from and against any and all claims damages, judgements, suits, legal proceedings, and all costs and expenses in connection therewith (including reasonable attorneys fees) arising out of or resulting from any claim that the equipment, software, or services provided infringe the intellectual property rights of any third party.

Contractor further acknowledges and agrees that for the Term of this Agreement, it is responsible for all ongoing maintenance associated with the installed equipment, and shall promptly provide required maintenance upon Hastings request.

## X. INSURANCE AND INDEMNIFICATION

Hastings and its officers, directors, employees, agents and representatives 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, directors, employees, agents and representatives 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, directors, employees, agents and representatives and the State of California harmless and indemnify Hastings and its officers, directors, employees, agents and representatives and the State of California 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, or such other amount as may be required by applicable law; 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, directors, employees and the State of CA as an additional insured and provide for

RFP #90-0008  
Title: Campus-wide Moving Services  
Due: 1/15/2020

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, without regard to its conflict of laws principles.

#### 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.

RFP #90-0008  
Title: Campus-wide Moving Services  
Due: 1/15/2020

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.

RFP #90-0008  
Title: Campus-wide Moving Services  
Due: 1/15/2020

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

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John DiPaolo  
General Counsel

License #:  
as issued by CSLB

DIR reg. #:

**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."