Request for Proposal

Temporary Employment Agency
for
Rowan University School of Osteopathic Medicine Clinical Practice (Rowan Medicine)
(7/14 updated pg 3 required procurement doc)
RFP 17-114

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
Table of Contents

Administration Information                                           2
  • Contact Information
  • Schedule of RFP Events

Required Procurement Documents                                      3

Project Overview                                                    4

Contract Deliverables and Requirement                               14

Proposal Pages                                                      17
Administrative Information

Institution Contacts:

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

“RFP 17-114 Temporary Employment Agency”

Inquiries regarding project specifics will not be accepted by telephone. All questions submitted will be answered on the Contracting & Procurement Department website on the date indicated below. See Section XII.B for further details.

Questions or inquiries should be sent to bids@rowan.edu

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

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

Due Date:

Proposals must be received no later than July 26th, 2017 at 2:00 pm in the Contracting and Procurement Office, located at Rowan University, 201 Mullica Hill Road, Bunce Hall Suite #208, Glassboro, NJ 08028.

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

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

Schedule of RFP Events:

- Request for Proposals Issued • 7/6/2017
- Questions Due • 7/12/2017
- Answers Posted to Website • 7/19/2017
- Submissions Due • 07/26/2017 @ 2:00 pm
## Required Procurement Documents

The documents 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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<tr>
<td>1. Proposal Page</td>
<td>Must be included or submission <strong>will</strong> be rejected</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</strong> be rejected</td>
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<td>3. Non-Collusion Affidavit</td>
<td>Must be included or submission <strong>will</strong> be rejected</td>
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<tr>
<td>4. New Jersey Business Registration Certificate <a href="#">Vendors can check the status of their BRC here.</a></td>
<td>Must be registered with the State at the time of bid opening or submission <strong>will</strong> be rejected.</td>
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<tr>
<td>5. Taxpayer Identification Request (W-9 Form)</td>
<td>Must be included or submission <strong>may</strong> be rejected</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</strong> be rejected</td>
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<tr>
<td>7. EEO/AA Evidence Disclosure</td>
<td>Must be included or submission <strong>may</strong> be rejected</td>
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<tr>
<td>8. New Jersey Policy Prohibiting Discrimination in the Workplace &amp; Model Procedures for Internal Complaints Alleging Discrimination in the Workplace, and Acknowledgement of Receipt. <a href="#">Policy: Do not return with package</a> <a href="#">Model Procedures: Do not return with package</a></td>
<td>Must be included or submission <strong>may</strong> be rejected</td>
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**Note:** All documents listed are required whether the proposer is a New Jersey entity or not.
PROJECT OVERVIEW

Rowan University seeks to enter into a Preferred Vendor relationship with a firm(s) to provide select levels of temporary staffing for Rowan University’s School of Osteopathic Medicine (RowanSOM) located at One Medical Center Drive in Stratford, NJ.

INTRODUCTION

Rowan University has spent the past several years undergoing a major transition and unprecedented growth. In addition to Rowan’s Main Campus located in Glassboro, New Jersey and urban campus located in Camden, NJ, Rowan opened the doors of the first new Medical School in 35 years in the State of New Jersey, the Cooper Medical School of Rowan University, in the summer of 2012. On July 1, 2013 Rowan again changed dramatically as a result of the N.J. Medical and Health Sciences Education Restructuring Act. Through this legislation, Rowan University has been designated as the most recent comprehensive public research institution in the nation. The act also transferred the University of Medicine and Dentistry School of Osteopathic Medicine to Rowan, making Rowan only the second institution to have both a D.O. granting medical school (RowanSOM) and M.D. granting medical school (Cooper Medical School of Rowan University).

I. SCOPE OF WORK

A. The Vendor shall be responsible for providing placements for all levels of temporary staff listed herein, as well as subcontracting for "unique" or "difficult to fill" staffing requests. In addition to the qualifications listed below, the Vendor requests agencies to provide staff who have had previous experience in IDX, GE Centricity, EMR and ENLI Care Manager. The Vendor will provide placement for University temporary staffing needs, including, but not limited to, the following:

<table>
<thead>
<tr>
<th>Role Description</th>
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<tbody>
<tr>
<td>Licensed Practical Nurse</td>
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<tr>
<td>Certified medical Assistant</td>
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<tr>
<td>Principal Clerk</td>
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<tr>
<td>Data Control Clerk</td>
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<tr>
<td>Medical Health Technician</td>
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<tr>
<td>Coding Specialist</td>
</tr>
<tr>
<td>Sr. Receptionist/Patient Scheduler</td>
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</tbody>
</table>

1. **Licensed Practical Nurse:**
   a. **Responsibilities:** Provides technical nursing care and performs treatment and procedures to assigned patients.
   b. **Qualifications:** Valid registration as Licensed Practical Nurse in the State of New Jersey. At least six (6) months of experience in a clinical setting.

2. **Certified Medical Assistant:**
   a. **Responsibilities:** Provides medical assistance to physicians in the examination and treatment of patients.
b. Qualifications: Completion of an accredited program in medical assisting or its equivalent. Current certification from the Certifying Board of the American Association of Medical Assistants (AAMA), or registration from the American Medical Technologists (AMT), or the National Center for Competency Training (NCCT), or the National Health Career Association or any recognized certifying body approved by the Board. Applicants may be licensed in the State of New Jersey in another classification permitted by regulations to give intramuscular and subcutaneous injections. Must keep certification up to date and maintain the proper amount of CME for their certification. Must maintain an up to date CPR card. Proficiency in phlebotomy techniques required.

3. Principal Clerk
   a. Responsibilities: Under direction, performs clerical work including organization assigned clerical and supervisory work and develops effective work methods.
   b. Qualifications: At least two (2) years of prior experience required. Word processing skills preferred. Light typing required.

4. Data Control Clerk:
   a. Responsibilities: Oversees and coordinates data compilation and is responsible for the accurate processing and entry of information into computer system. Provides administrative and general office services as required by the department.
   b. Qualifications: Three (3) years prior clerical experience, including knowledge of PC software programs used by the department.

5. Medical Health Technician:
   a. Responsibilities: Under the direction and supervision of a Staff Nurse, provide direct patient care, performs simple nursing procedures, performs in a technical capacity providing support to the professional staff in the evaluation and treatment of patients, and contributed to the overall orderliness and cleanliness of the unit. Assists patient’s newborn to geriatric.
   b. Qualifications: Ability to read, write, speak, understand and communicate in English sufficiently to perform the duties of the position. Completion of an accredited program in medical assisting or its equivalent plus one (1) year of healthcare. Applicants must be able to take temperatures, pulse, blood pressures, and other simple procedures where indicated. Certification in phlebotomy, CPR and EKG is required. Experience in computer applicants preferred.

6. Coding Specialist
   a. Responsibilities: The physician coding specialist will code inpatient procedures, evaluation and management services, and inpatient and outpatient procedures submitted by the department physicians in accordance with current ICD-9 CM and CPT requirements. Will inform physicians of changes that may affect reimbursement.

7. Sr. Receptionist/Patient Scheduler
a. **Responsibilities:** Under regular supervision, carries out receptionist and telephone answering functions, clinical appointment scheduling and clinical record filing. Provides general office clerical support.

b. **Qualifications:** At least one (1) year of clerical experience, preferably involving receptionist and scheduling duties in a medical office or clinical setting, required. Typing/word processing skills and excellent customer service skills required.

**B. Additional Temporary Staffing Positions:** If the University requires additional temporary staffing positions exceeding the positions detailed throughout the RFP, the Vendor shall provide a quote for the new position immediately upon request.

**C. Manpower Guarantee:** The Vendor must be able to guarantee their ability to provide temporary services coverage for positions listed in the RFP to the University as required within 48 hours of request.

1. The Vendor must notify the Human Resources Manager, or their designee, immediately, through both verbal communication and in writing, if they are unable to provide temporary services within 48 hours of request receipt.
2. The University shall have the right to use an alternate Vendor to provide temporary services, if the original Vendor fails to notify the University and/or to provide temporary services coverage within 48 hours of request.
3. The Vendor may be liable for any additional costs incurred from the alternate Vendor above the rates provided in the RFP response.

**D. Transition of Current Temporary Staff:** In an effort to limit the disruption of services provided by the University, the Vendor, upon award, shall work with the current temporary staff provider to identify individuals currently employed with the University as temporary staff.

1. The University shall determine whether any or all of these individuals may remain on their current assignment.
2. The Vendor shall be responsible for coordinating any necessary individual transfers from the current temporary staffing provider.

**E. Temporary Agency Request Form:** The University shall submit a Temporary Agency Request Form to the Vendor.

1. The Vendor shall be responsible for contacting the requesting department to verify staffing type and skill level requirements.
2. All positions and corresponding rates shall be predetermined, as a result of this RFP, and published for departments to reference, thereby eliminating position and rate negotiations.

**F. Staffing Requirements:** The Vendor shall provide qualified personnel as requested by the University.

1. The Vendor will also follow EEOC guidelines and the University policy for all placements.
2. The Vendor shall provide documentation to the University of its screening procedures for its temporary staff, verifying the following:
   a. Academic background and experience relative to assignment.
   b. Work records relative to attendance.
   c. Criminal background check on the temporary staff’s name, prior addresses since the person became an adult and social security number through Federal, State local or foreign entities.
      - In the event of an affirmative outcome, the Vendor must advise the Director of Human Resources Services before placement.
   d. References
   e. Employment checks covering the last 3-4 employers and include up to ten (10) years or more.
   f. Appropriate certifications, degrees and licenses for temporary staff.
g. A search of the US. Department of Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (OIG) and the General Services Administration (GSA) excluded parties list and Office of Foreign Asset Control Research (OFAC) must be included.

h. Pre-placement medical clearance (physical exam, PPD, Hepatitis) and/or other screenings as required by the job assignment, including, where applicable, to OSHA requirements, New Jersey Department of Health regulations.

i. Driving abstracts required if driving is required.

j. Primary source verifications of certifications, degrees, and licenses must be conducted.

3. All temporary staff provided must be cleared to work through the University Director of Human Resources Services prior to placement.

4. Vendor personnel shall not be placed at the University if his/her relative is a University employee and has responsibility for personnel decisions.

G. Refusal of Assignment: The refusal of assignment by the temporary staffing individual may result in termination of the individual(s) from the University.

H. Rollover Fees: The University reserves the right to hire temporary staff as a regular employee at no fee after temporary staff has worked fifty (50) business days.

I. Minimum Pay Policy: A minimum hour pay policy will not be accepted. Temporary staff will be paid only for the services provided.

II. PRICING

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

B. Fuel surcharges and travel costs are the responsibility of the awarded vendor and they must be included in the calculation of proposal pricing. No Separate fuel surcharges and travel costs will be accepted.

C. Proposals must disclose and include any and all fees, costs or expenses to be charged for the services provided.

D. Payments for services, under this contract, shall be made on a flat hourly rate basis, and limited to the work actually performed on any job.

III. TERM OF AGREEMENT:

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 the date of the award and continue through June 30, 2018. All subsequent years 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 vendor's services for cause at any time during the term of the contract.

C. In the event that the University terminates services, written notice will be provided thirty (30) days in advance of termination date.

D. The awarded vendor 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 vendor must continue all services until new services become completely operational.

F. The vendor will be responsible for any additional costs incurred by the University in utilizing any replacement firm.
IV. PROCEDURAL REQUIREMENTS & AMENDMENTS
   A. The awarded vendor will comply with all procedural instructions that may be issued from time to time by the Contracting Officer of the University or designee.
   B. During the contract period, no change is permitted in any of its conditions and specifications unless the awarded vendor receives written approval from the Contracting Officer or designee.
   C. Should the awarded vendor find at any time that existing conditions make modification in requirements desirable; it shall promptly report such matter to the Contracting Officer or respective designee of the University for consideration and decision.
   D. During the period of the contract or any extension thereof, the University reserves the right to add or delete specific products. The awarded vendor will be given thirty (30) days notice to effect requested changes.
   E. The awarded vendor’s engagement partner and/or manager may be required to meet periodically with the contracting officer or his/her representatives, to discuss services.
   F. Rowan University may make changes in the general scope of the contract services provided by the vendor by written notice. The vendor shall promptly comply with the notice and shall bring all subsequent services in conformance with the notice.
   G. If any such changes causes a material increase or decrease in the vendor’s cost of operation or the time required for attainment of required service levels, an equitable adjustment in the contract cost or time allotted for fulfillment of the contract shall be negotiated and the contract modified accordingly. Any change, alteration or modification of any contract will be valid and binding only if a submittal of a bid, vendor hereby agrees to negotiate on good faith.

V. 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. 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 employee 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 one million dollars ($1,000,000) per occurrence, one million dollars ($1,000,000) general aggregate, and one million dollars ($1,000,000) 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, 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.

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

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

F. 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.

G. 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.

H. 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.

I. Rowan University, as a State funded University, will not indemnify vendors in any form.

VI. VENDOR 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. Vendor employees shall be subject to control of the University but under no circumstances, shall such persons be deemed to be employees of the University.

B. The vendor or his 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. Vendors, consultants, contractors 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 proposer 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.

E. The Vendor shall remove from the Rowan University work place, any of its employees who are found to be unacceptable by the University. Such requests will not be unreasonable.

F. While on University premises, all vendor employees must wear attire that identifies them as vendor’s employee with identification visible.

G. All vendor motorized vehicles shall be identified with the company’s name and/or logo in clear view.

VII. COMPLIANCE LAWS

A. The awarded vendor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder. Including, but not limited to:
   1. Vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
   2. If awarded a contract, winning vendor 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.
   3. Rowan University is committed to affirmative action and equal opportunity in all areas of operation. Those submitting proposals must certify that their firm has an updated affirmative action/equal opportunity program.

B. All vendors 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.

C. All vendors 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).

D. Where conflict among the compliance requirements or with these specifications exists the most stringent requirements shall be utilized.

E. The most recent edition of any relevant regulation, standard, document, or code shall be in effect.

VIII. REPRESENTATIONS AND WARRANTIES

In submitting a bid for this offering, the vendor expressly warrants that:

A. The vendor 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 vendor according to its terms.

C. The execution and performance of an agreement by the vendor does not, and will not, violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.
D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.

E. The vendor knows of no reason why the vendor 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.

G. The vendor warrants and represents that products, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

IX. INDEMNITY

A. The awarded vendor 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 attorney fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of 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 servants.

B. Vendor shall reimburse, and make good to the University all monies, which the University or its representatives 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. 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 vendor(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.

XI. SALE OR BANKRUPTCY OF BUSINESS

A. If during the life of this Agreement, the awarded vendor 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' 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 vendor, 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 vendor, Rowan University shall have, in addition to the rights previously stated, the right to cancel this Agreement forthwith.

XII. 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: The Office of Contracting and Procurement 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. Any modifications to the bid document prior to award may invalidate entire submission.

E. 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.

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-propriety 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.

XIII. 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 outlined below.

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 17).
   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. Submissions must be placed in a sealed envelope and clearly labeled with the title RFP 17-114 Temporary Employment Agency and the vendor’s name and business address.
Contract Deliverables and Requirements

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

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 17-114 Temporary Employment Agency Rowan SOM
  - 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:

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<tr>
<th>Category</th>
<th>Potential Points</th>
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<tbody>
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<td>Vendor Service Plan</td>
<td>0-40</td>
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<tr>
<td>Financial Proposal</td>
<td>0-40</td>
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<tr>
<td>References &amp; Experience</td>
<td>0-20</td>
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</table>
Please provide at least three (3) references:

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<tr>
<th>Name &amp; Address of Current Client</th>
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The undersigned proposer, in response to Rowan University’s Request for Proposal Temporary Employment Agency at Rowan University, RFP 17-114, having carefully examined the proposal documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such products and services meeting the requirements outlined in this RFP, accordance with the proposal attached hereto.

Print Name & Title

Vendor Name

Address

Phone

E-mail

Proposer’s Signature

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.

Provide the name and contact information of the individual in your firm that the University should contact regarding questions about your RFP submission:

Contact Name for this Project

Contact Email

Contact Phone
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<th>FY 18</th>
<th>FY19</th>
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<td><strong>Hourly Rates</strong></td>
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<td><strong>Licensed Practical Nurse</strong></td>
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**Proposer’s Signature**


**Date**


Page 19 of 18