Request for Qualifications

Employee Timekeeping System

RFQ 18-25

Prepared by:
Rowan University
Office of Contracting & Procurement
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Bunce Hall, Suite 208
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Administrative Information

All questions must be submitted via email, with the bid title subject heading:

“RFQ 18-25 Employee Timekeeping System”

Questions or inquiries regarding bidding information should be sent to: bids@rowan.edu. All questions submitted will be answered on the Office of Contracting & Procurement website, on the date indicated below in the Schedule of Events Timetable.

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

Robert Yufer
Office of Contracting & Procurement
E-mail: yufer@rowan.edu

Schedule of RFQ Events

Due Date:
Bids must be received no later than October 16, 2017 at 2:00 p.m. - Please refer to the Submissions Requirements section of this document for details.

Invitation for Bid Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tr>
<td>Invitation for Bid</td>
<td>September 20, 2017</td>
</tr>
<tr>
<td>Questions Due</td>
<td>September 28, 2017</td>
</tr>
<tr>
<td>Answers Posted to Website</td>
<td>October 5, 2017</td>
</tr>
<tr>
<td>Bids Due *</td>
<td>October 16, 2017 at 2:00 p.m.</td>
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*Attending the Bid Opening is not mandatory.

For the Bid Opening, interested parties can meet at Office of Contracting & Procurement, located on the Glassboro, NJ Campus, in Bunce Hall Suite 208.

In order to be considered for the award, all information must be received by the required date and time. Any bid not received on time may be rejected.
Required Procurement Documents

The documents 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>
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<th>Documents</th>
<th>Notes</th>
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<tr>
<td>1 Proposal Page (Page 18 of this RFQ)</td>
<td>Must be Included or Submission Will 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 Will be Rejected</td>
</tr>
<tr>
<td>3 Non-Collusion Affidavit</td>
<td>Must be Included or Submission Will be Rejected</td>
</tr>
<tr>
<td>4 New Jersey Business Registration Certificate</td>
<td>Must be included or submission will be rejected (vendors can check the status of their BRC <a href="#">here</a>).</td>
</tr>
<tr>
<td>5 Taxpayer Identification Request (W-9 Form)</td>
<td>Must be included or submission may be rejected</td>
</tr>
<tr>
<td>6 Exhibit A Mandatory EEO Language for Goods, Professional Services &amp; General Service Projects</td>
<td>Must be included or submission may be rejected</td>
</tr>
<tr>
<td>7 EEO/AA Evidence Disclosure</td>
<td>Must be included or submission may be rejected</td>
</tr>
<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</td>
<td></td>
</tr>
<tr>
<td>- Policy: Do not return with package</td>
<td>Must be included or submission may be rejected (the policy and model procedures should be viewed, but do not need to be returned)</td>
</tr>
<tr>
<td>- Model Procedures: Do not return with package</td>
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Notes: All documents listed are required whether the proposer is a New Jersey entity or not.

Please Direct any questions you have on the above information to the assigned Buyer for this project.
Project Overview

Rowan University is seeking to contract with a vendor to provide a comprehensive employee timekeeping system to track employee work and leave time.

It is expected that the proposed system would provide integration to the HR/Payroll module of Ellucian’s™ Banner® system (hereafter referred to as Banner), Rowan’s Enterprise Resource Planning (ERP) system. The timekeeping system will be used by selected University departments to facilitate employee work time and leave time tracking, with a primary focus on departments that desire to use a timekeeping device to track work time for employees who are paid on an hourly basis.

The intent of this RFQ is to secure a timekeeping solution that addresses the scope of services required and provides an all-inclusive, itemized price proposal for those services. Services shall include solutions that include a variety of possible time clock configurations, including the ability to use mobile devices and devices that allow the use of biometrics for recording start and end work time periods.

I. SCOPE OF SERVICES

A. Employee Timekeeping System Specifications, Features & Tools

1. Provide a centralized, integrated timekeeping system capable of recording employee work time at all Rowan locations.
2. Provide options for local hosting and for a cloud-based solution.
3. Turnkey installation with configuration and support is required.
4. The system must have the ability to interface to the Payroll module of the Banner system in a way that will accommodate the generation of wages in the Banner payroll cycle.
5. The system must have the ability to store and easily maintain Banner-related earnings codes in the system.
6. The ability to store specialized Emergency Pay rates per employee and per employee/activity.
7. Must provide multiple forms of timekeeping entry, including support for time clocks with a variety of capabilities (e.g. card swipe, biometrics, ID number entry, photograph capabilities, and others) and the use of mobile or hand-held devices.
8. Must provide the ability to data enter or interface employee leave balance information into the system.
9. Must provide extensive reporting capabilities including, but not limited to, patterns of lateness, leave time used, and yearly reports of “must use” leave time.
10. Must deliver the ability to designate departmental Administrators for the system allowing management of employee information for their subset of constituents. This should include items like: adding or deleting an employee, changing employee time schedules, transferring an employee to another department and other functions.
11. Provide a streamlined process for changing an employee’s work schedule.
12. Must provide the ability to track which time clock or other time entry device was used by an employee to record work start and end times.
13. Provide the ability for an employee to request leave time and for a supervisor/manager to approve that leave time.
14. Provide the ability for exempt employees to verify daily attendance by entering a time clock entry once per day.
15. Must provide the ability to accurately track time, attendance, and leave requests for non-exempt and exempt employees: work time, attendance, reporting and leave time.
16. Ability to accurately track time, attendance and leave requests for exempt employees; including attendance and leave requests.
17. Must be able to calculate hourly time accurately taking default break periods and grace periods for start
   times. These settings should be able to established on a per department basis.
18. Provide functionality that will allow management staff to view time off requests and employee
   attendance history (exempt and non-exempt), including those employees who are shared across
   departments.
19. Must be scalable to provide for future system expansion.
20. Must be validated for HIPAA compliance in support of the use of biometrics.
21. Have a proven track record with Higher Education institutions.

B. Customer Service Criteria
   1. Vendor is responsible for initial setup and continued management of the system infrastructure for a
      cloud-based implementation.
   2. Vendor must provide 24/7/365 support for University timekeeping system administrators. Support
      services must be outlined in detail. Standard SLAs must be outlined for different types of issues.
   3. Vendor must guarantee 99.9% up-time for a cloud-based implementation.
   4. A test instance of the timekeeping system must be provided for locally hosted or cloud-based
      implementations. The test instance will be used for evaluating new features or upgrades, testing
      integrations, and other similar functions.

C. A specific employee timekeeping system is not being mandated. However, all proposals shall meet or exceed
   the criteria established in this RFQ.
   1. Proposals that do not meet the requirements may be considered incomplete and/or deemed non-
      responsive.
   2. Rowan University, in its sole discretion, will determine if the proposed system is acceptable. If the
      proposed system does not satisfy a requirement, this must be specifically stated in the proposal.

II. TIMEKEEPING SYSTEM EXPLANATION & DESCRIPTION
    The following has been designed to allow Vendors to fully explain and detail their proposals in an open-ended
    format. The goal is to describe how the proposed timekeeping system meets or exceeds the needs of the
    University. Responses should be significant and concise. Please use the separate form, “System Explanation &
    Description Responses,” to address the following questions.

A. Description of System
   1. Provide a description of your system and its functionality. Please include the module, version ID, name,
      description, and detailed functionality for the solution that will be used to satisfy the qualifications.
      Indicate which are core components, and which are optional components of your system. Include
      technical requirements needed for each module or component.
   2. Briefly describe the advantages and benefits of your system. Describe the cost savings or efficiencies
      Rowan can expect to gain by implementing and using your system.

B. System Integration Requirements
   1. Describe your solution’s integration with Banner. Vendor shall provide: details of the interface, including
      what functions are used to initiate and manage the interface within the vendor product, what Banner
      forms are used, and any other interface requirements or significant functionality.
   2. Briefly list and describe your system’s integration with other systems, especially other employee
      scheduling systems.

C. Time Entry Functionality
   1. Describe all data entry methods that can be used to enter employee start/end work times and leave
      time. Vendor shall include descriptions of methods of system access for these functions; e.g. mobile
      devices, biometrics, time clocks, web-based data entry, and any others.
   2. List compatible time keeping devices or identify where a list of compatible time keeping devices can be
      found.
3. Describe the level of customization to the user interface for mobile users and the technologies used to achieve this.

**D. System Controls & System Management**
1. Describe the levels of system administration roles that exist in the system, particularly how administration that is segregated by department can be accomplished.
2. Describe the transaction auditing features available in the product.
3. Can earnings codes be made available both globally and on a departmental basis?

**E. Technical Services: User Management**
1. Does your system allow for the use of single sign-on? If so, please provide details regarding the types of authentication that are supported.
2. Does your system have a customizable password policy to enforce strong passwords and user role management?

**F. Technical Services: Security & Hosting Services**
1. Can the application force expiration of passwords and prevent users from reusing a password?
2. If your system does not support single sign-on, what are the requirements for the password policy?
3. Describe your system architecture for in-house and cloud-based options.
4. For cloud-based systems, is the system 100% hosted Software as a Service (SaaS) or are there components that would need to be locally hosted?
5. Describe security measures taken on a regular basis for your hosted systems.
6. Does the application encrypt data before sending it over the internet or an open network?
7. Is there a data purge or data archive component built into the system?
8. Do you provide customers with a system API for custom integration with third party systems? If so, is there an associated fee, and what interfaces/functions are supported?
9. Do you provide both a production and a test environment to the customer? Are there any additional fees associated with customer usage of a test environment?
10. Does your hosted system provide hardware configurations and redundancy to protect against equipment failures?
11. Describe system provisions for local data capture via intranet in the event of internet connectivity being unavailable.
12. What internet browsers and platforms does your system support?
13. What are the minimum desktop requirements for your system? How is the software installed on end-user devices?
14. What are the standard network requirements for your application?
15. Describe any special requirements if the system is used in a wireless configuration.
16. Please supply a copy of the most recent SSAE-16 of the Data Center that houses the solution/data, if applicable.
17. What is the backup strategy for your hosted solution and how often are backup tapes removed from your Data Center?
18. Please provide the results of your most recent Disaster Recovery test, if applicable.
19. Vendor shall ensure that data collected and maintained in the hosted solution is secured and protected from illegal access. Vendor shall describe the processes/controls in place to ensure that data is not compromised.

**G. Customer Service**
1. Describe your customer support structure, including levels of customer support and associated fees.
2. Please describe the typical level of support and training needed by Rowan to continue using your system on an ongoing basis as upgrades and system enhancements or changes are implemented.
3. What are the training options and variations that are available during implementation and after going live? Please include information for optimizing training and making it more effective or less costly.
4. Describe the level of online help available in the application.
5. Does your organization provide a central resource for product and industry information? Is there a central user forum and/or user group available to share questions, ideas, and best practices with other clients? Is there a yearly User Conference?
6. Please describe the telephone support services that you will provide to Rowan under the agreement. Please indicate your telephone support hours, any options available, and how off-hour support is handled.
7. Detail where you support team is located and confirm whether 24-hour support is available in the Eastern time-zone.
8. On average, how many years of experience does your implementation team have with working with your product(s)?
9. On average, how many years of experience will our Account Representative from your firm have with working on your product(s)?
10. How often are security updates and enhancement releases deployed for the system

**H. Implementation Services**
1. Please describe the installation, implementation, and other services that you are willing to perform for Rowan. This should include all necessary labor, resources, and materials required to bring the system live at Rowan.
2. The system shall mirror branding, graphics and logos, of the University’s main website.
3. Please identify your (vendor) responsibilities for the installation and implementation of the system.
4. Describe Rowan’s responsibilities for the installation and implementation of the system as well as the specific roles and skills sets of any Rowan personnel that will be required during the implementation process.
5. Include an Implementation Plan including: Estimated timelines for the following activities: installation, training, data conversion (if any), interface development and implementation, and any custom programming required. The plan should include all tasks and activities needed to bring your application into a “production ready” state so that Rowan personnel can use the application for its intended purpose.
6. Describe the system customizations that can be performed by the University and types that must be completed by the vendor.
7. Vendor shall confirm the post implementation services that will be provided and how long those post implementation services will be provided after system go live.

**I. Company Information**
1. Describe your company’s ownership, history, number of years in business, size, indication of its financial health, and a list of its strategic partners.
2. Identify the parent corporation and any subsidiaries.
3. Provide a current list of key customers, and all customers that comprise more than 5% of the company’s revenue.
4. Describe the details of a timekeeping solution implementation at one of your US-based clients that is similar in size to Rowan. Please use a Higher Education example if possible.
5. Provide a minimum of 5 references that Rowan may contact for more information. Please include Higher Education institutions in this list.
6. Describe your organization’s position and participation in the industry as a whole, for instance organizational memberships etc.
7. Are you or your parent company currently involved in any class action lawsuits from students? In the last two years, has your company or your parent company been under investigation by any federal, state, or regulatory agencies? If so, please explain in detail.
J. Pricing
1. The University estimates contracting for approximately 200 to 300 users who will be tracking their time via the timekeeping system. This number is not guaranteed and is current data that is subject to change. Up to 200 additional users may elect to participate in system usage. Please provide all pricing tiers that could be applicable for implementation and for ongoing yearly maintenance.

III. PRICING
A. Pricing should represent each specific application offered with corresponding itemized pricing, upfront implementation costs, itemized integration costs, itemized maintenance costs and frequency of upgrades and associated costs. Costs must include all labor, materials, equipment, supervision, coordination efforts and all other associated or related items necessary for the successful completion of this project.
B. Prices must remain fixed for a period of one year:
   1. Rowan University will review requests for price increases from awarded vendor(s) if applicable for the second and third year of the contractual period.
   2. The University requires any/all vendors to produce invoices substantiating cost increases.
   3. Any agreement to increase the cost to the University must be in writing and approved by the University Contracts and Procurement Office.
C. Separate charges for any necessary training associated with system implementation will not be permitted. Training costs associated with implementation shall be free of charge to the University.
D. Pricing will not be based on any minimum quantities to be ordered.
E. Probable costs for reimbursable expenses to be incurred in the project should also be included.
F. The Vendor will arrange for the return of all erroneously ordered or shipped items at no cost to the University. There will be no restocking fee for returns of items that are damaged or shipped by the Vendor in error.
G. No proposal may be withdrawn for ninety (90) days.

IV. TERM OF CONTRACT
A. Contract will be for the amount of time necessary to complete all the requirements of this RFQ as determined by the documents and contract provided by Rowan University.
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 the University terminates services, written notice will be provided thirty (30) days in advance of termination date.

V. 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 her 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 her respective designee.
C. Vendors must supply Rowan University with all applicable warranty information, whether expressed or implied.
D. Should the awarded vendor find, at any time, that existing conditions make modification in requirements desirable, it shall promptly report such matters to the Contracting Officer, or designee of the University, for consideration and decision.
E. During the period of contract or any extension thereof, the University reserves the right to add or delete specific 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 level agreements specifying time parameters for response time, system upgrades and troubleshooting, along with service level commitments, 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 proposal, vendor hereby agrees to negotiate on good faith.

H. The awarded vendor’s engagement partner and/or manager might be required to meet periodically with the Contracting officer or her representatives to discuss services.

VI. 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 IX. 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 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

4. A “per location or Project endorsement” shall be included so that the general aggregate limit applies separately to the Rowan location or Project.

5. Comprehensive Automobile Liability insurance 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.
6. 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.

7. 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.

8. Cyber Breach/Privacy Liability Insurance providing coverage for 1) Privacy Liability, Network Security Liability, and Regulatory Liability; 2) Payment Card Industry (PCI) Fines, Penalties, and Assessments; 3) Breach Response Costs including Data Forensics, Public Relations, and Privacy Counsel, and 4) Notification, Credit Monitoring, and Identity Theft Restoration Costs. Limits of liability will be in minimum amounts of five million dollars ($5,000,000) 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 events that occurred prior to the termination date of the claims-made coverage and are not reported until after the termination date.

9. Professional (Errors & Omissions) Liability insurance in minimum amounts of two million dollars ($2,000,000) per claim. This policy will provide coverage for the technology services and miscellaneous professional services provided by the vendor. 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, Cyber Breach/Privacy Liability, Professional Liability, and Automobile 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 RFQ 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.
VII. **COMPLIANCE LAWS**

A. The 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 vendor 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 System for Award Management (SAM) database.

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).

VIII. **REPRESENTATIONS & WARRANTIES**

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

A. The vendor has legal capacity to execute and perform any Agreement arising from this RFQ.

B. Any Agreement arising from the award of this RFQ 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, or is any way physically, legally, or otherwise precluded from performing the obligations under an Agreement arising from this RFQ, 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 proposer warrants and represents that the items, 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 contractor(s) responsible for any resulting purchasing and administrative costs. This remedy shall be in addition to any other solution, which Rowan University may have.

XI. **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 employees of the University.
B. Vendor 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 bidder 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. At all times, vendor personnel shall be in professional attire with clear identification of the company’s name, logo, and person’s name.
G. All vendor motorized vehicles shall be identified with the company’s name and/or logo in clear view.

XII. **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.
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.

XIII. **GENERAL**
A. Rowan University may need to issue one or more addenda related to this project. Such addenda shall be added to the original bidding document and posted on The Office of Contracting & Procurement website. It will be the responsibility of the prospective contractors and other interested parties to familiarize themselves with the web site and visit it regularly during the bidding process for updated information or addenda related to this project.
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. Bidders 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 proposal.
D. The vendor(s) shall not sell, transfer, assign or otherwise dispose of this contract to any third party for the performance of work.

E. Rowan 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 RFQ 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.

F. **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.

G. Any modification(s) to the bid documents prior to award may invalidate the entire submission.

H. **Submission as Public Information and Property of Rowan**
   1. The information in each submission may be subject to public disclosure pursuant to State and Federal law.
   2. All submissions will become the property of Rowan. Submitted packages will not be returned to respondents.
   3. 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.
   4. **It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.**

I. 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.

J. 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.

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

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

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

N. 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.

O. 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.

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

Q. This RFQ is not binding on the University.

R. No party, including any respondent to this RFQ, is granted any rights hereunder.

S. Rowan University does not allow payment of attorney fees for litigation regardless of disposition of matter.
T. The proposal submitted by the vendor shall be binding on the vendor.

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

V. 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.

W. 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 consultant(s) with or without cause.

Z. 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 proposals.

AA. The vendor will be responsible for any additional costs incurred by the University in utilizing any replacement firm because of the Vendor’s failure to perform under the resulting contract.

XIV. POST AWARD

A. Following the notification of award, the awarded vendor(s) shall receive a contract with a request to review terms, deliverables, costs and the University’s expectations in general. The awarded vendor will be able to address any contract questions or concerns at this time. If the awarded vendor does not receive a contract within seven days of award, please email contracts@rowan.edu for information.

XV. SUBMISSION REQUIREMENTS

A. In order to be considered, vendors must submit a complete response to this RFQ.

B. Submissions should be concise and shall be organized in a manner so the selection committee may quickly access pertinent information.

1. Every effort should be made to avoid duplicating the information presented in the submission.

2. Each team’s RFQ must include an index and be organized by discrete sections corresponding to the criteria and in the same order as listed below.

3. Submissions in any other format will be considered informal and may be rejected.

4. Conditional submissions will not be considered.

C. Submission Format:

1. Table of Contents

2. Cover Letter

   a. Proposals must include a cover letter signed in ink by all persons required under the Proposer’s organizational structure in order to bind the Proposer to the submission. The cover letter should detail that the vendor fully understands the scope of work and expectations of the University.

D. System Explanation & Description Responses
E. **Vendor Information Pertaining to the Scoring Criteria Listed in this RFQ**

F. **Required Procurement Documents:** Proposals should include all information requested on the Required Procurement Documents page of this RFQ.
Evaluation and Selection Criteria

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 shortlist respondents based on the evaluation criteria and make a final award taking into consideration presentations and interviews with each of them; which may be required as a part of the selection process. The nature/content of individual presentations, if required, will be communicated to the shortlisted consultants. 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 RFQ 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 RFQ is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer that is determined to be the most advantageous to the University.

By responding to this RFQ, 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.

An award of this RFQ 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:

<table>
<thead>
<tr>
<th>Scoring Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Variety of Data Entry Mechanisms</td>
<td>0 – 10</td>
</tr>
<tr>
<td>System Complexity</td>
<td>0 – 15</td>
</tr>
<tr>
<td>Ease of Training &amp; Deployment</td>
<td>0 - 15</td>
</tr>
<tr>
<td>Ability to Interface with Banner Payroll</td>
<td>0 - 30</td>
</tr>
<tr>
<td>Initial Purchase Price &amp; Maintenance Costs</td>
<td>0 - 30</td>
</tr>
</tbody>
</table>

Note:

- If a vendor submits a proposal that does not provide detailed and coherent information regarding a specific scoring category, the vendor will be granted zero (0) total points for that category.

- The University reserves the right to conduct reference checks.
Contract Deliverables and Requirements

Instructions:

NOTE: THE UNIVERSITY IS ONLY ACCEPTING ELECTRONIC BID SUBMISSIONS FOR THIS OFFERING. 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.

In order to be considered for the award, Vendor must proceed with one of the following submission options by the appropriate date and time:

Submission Option #1: Submit bid via email to bids@rowan.edu
- Enter the Bid Name and Company Name in the Subject Line (The University server can handle up to 50MB files at a time. If the bid file is larger than this, please send multiple emails with, Part I, Part II, etc. listed in the description)
- **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). This option is required if the bid file is too large to email.
- Clearly label submission packaging with the Bid Name and Company Name.
- **Contracting & Procurement address:**
  Bunce Hall, Suite 208
  Rowan University
  201 Mullica Hill Road
  Glassboro, NJ 08028

Note: Submissions will be accepted based on the time they are received by the University, and not the time they are submitted. This will apply for both email and delivery of a USB/CD.

ALL ELECTRONIC SUBMISSIONS, WHETHER EMAILED OR SENT ON A USB OR CD, MUST BE IN PDF FORMAT AND PERFERABLY AS A SINGLE FILE.

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 risk. Mailing submissions should allow for normal mail delivery time and internal circulation within the University to ensure the timely delivery to the Office of Contracting & Procurement. The University will not be responsible for submissions which do not meet the scheduled 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. Submissions must include all information requested on the Required Procurement Documents page of this RFQ.
The undersigned firm, in response to Rowan University's **RFQ 18-25 Employee Timekeeping System**, having carefully examined the RFQ documents and being familiar with the requirements therein, hereby submits the following bid to provide such services and materials meeting the requirements outlined in this RFQ.

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>(Please Print Clearly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s Signature</td>
<td></td>
</tr>
<tr>
<td>Print Name &amp; Title</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
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<tr>
<td>Email</td>
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</tr>
</tbody>
</table>

Bidders must initial and date any and all changes to their bid amount. No corrections will be accepted without Bidder’s initials and date next to any and all corrections.

### Primary Contact for Project

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
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</thead>
</table>

**Location of Office Serving This Project:**