Request for Proposal

Campus Janitorial Supplies & Services for Rowan University

RFP 16-07
Modified 12/14/15

Rowan University
The Office of Contracting & Procurement

201 Mullica Hill Road
Glassboro, NJ 08028
Linden Hall, Room 136
Phone: 856.256.4171
Email: bids@rowan.edu
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Institution Contacts:

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

“RFP 16-07 Campus Janitorial Supplies & Services”

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:

Alexis Jones
Office of Contracting & Procurement
E-mail: jonesal@rowan.edu

Due Date:

Proposals must be received no later than January 7th, 2016 at 2:00 pm in the Contracting and Procurement Office, located at Rowan University, 201 Mullica Hill Road, 136 Linden Hall, 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 may be rejected.

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

Schedule of RFP Events:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requests for Proposals Issued</td>
<td>December 1, 2015</td>
</tr>
<tr>
<td>Questions Due</td>
<td>December 10, 2015</td>
</tr>
<tr>
<td>Answers Posted to the website</td>
<td>December 17, 2015</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>January 7, 2016 @2:00 pm</td>
</tr>
</tbody>
</table>
## Required Procurement Documents

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

**Note:** All documents listed are required whether the proposer is a New Jersey entity or not.

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

Rowan University is seeking to contract with a firm(s) to provide all supplies, materials, and dispensers, service, training, periodic follow-up evaluations, and all additional tasks necessary for a complete and successful custodial program.

BACKGROUND

Rowan University has undergone a major transition and unprecedented growth over the last few years. 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).

Rowan University is currently the home to approximately 13,500 students supported by approximately 2,000 faculty and staff members.

With the recent expansion of the University, a more advanced and comprehensive custodial program is needed for the current population and the additional growth expected.

I. SCOPE
Vendor(s) shall include a complete description of the products and services offered in their Proposal to meet the criteria outlined in the overview above.

A. Cleaning Products and Equipment:
Vendor(s) shall provide the University with products, including but not limited to: cleaning solutions, floor care products, paper products, plastic products, tools, dispensers and other related equipment.

1. The Vendor shall have the capability to provide a minimum of 80% of the products requested.
2. The Vendor must provide a description of the manufacturer's intended method for dispensing and storing products.
3. Manufacturer approved proportioning systems will be provided, at least one per building.
4. The Vendor must identify procedures, methods, techniques and systems that will increase productivity.
5. The Vendor shall provide technical support, training and repair services for the University’s custodial equipment. The vendors will provide recommendations for solving cleaning problems, and make recommendations for reducing costs and maximizing the utilization of labor.
6. The Vendor must provide a description of the equipment required for the cleaning systems recommended.
7. The floor care system shall include, at a minimum, a high solid finish capable of high speed buffing (2,000 rpm). The system shall have a complete product line specifically designed to
provide durable, high gloss finishes with years between stripping, using floor care procedures that will be part of the on-going training process.

8. The restrooms will be stocked with quality paper and skin care products. Any dispenser changes recommended should include information about removal, disposal, and replacement procedures. See Section I.E.1., for further details.

9. Cleaning concentrate fill systems shall be included and placed at strategic locations within each building. The fill system will be capable of providing correctly diluted basic cleaning products such as all-purpose cleaner, disinfectant, glass cleaner, etc.

10. All cleaning chemicals shall be Green Seal Certified, Eco Preferred or Bio Based.

11. All proposals shall include the dilution ratios for each cleaning chemical proposed.

12. A listing of the University’s current janitorial supplies can be found at: Contracting & Procurement Department Website

13. Rowan University welcomes submissions which include alternate products that would enhance our custodial program. Wherever a brand name, trademark or manufacturer’s name is used it is to be understood that this designation is used for clarification of a description only, and that an equal product may be proposed.

14. Any alternate must meet or exceed the specifications of the products listed.

15. **All proposed substitutions must, at a minimum, include the following for thorough evaluation:**
   
a. Written statement of the product specifications including but not limited to:
   
   - Manufacturer Spec Sheet
   - Applicable Product Brochures
   - Model number
   - Warranties
   - Material Safety Data Sheets (MSDS)
   - Dilution Ratio

   b. Rowan University will be the sole determiner of whether or not any proposed equals are equal in construction quality and aesthetic.

   c. Rowan University shall have the right to accept alternatives in any order or combination.

   d. All substitutions must be clearly identified as such within submission documents.

16. Vendor(s) shall provide samples of the proposed product(s) upon request from the Assistant Vice President of Facilities, or their Designee.

17. All materials supplied under this bid shall be new and of first quality.

18. Items which are used, demonstrators, obsolete, seconds or which have been discontinued are unacceptable.

19. All Vendors must provide documentation to certify they are authorized dealers of the products submitted.

B. **Training:**

Comprehensive training programs and packages shall be provided, at no additional cost to the University, by the vendor and made available as needed to ensure that all University custodial employees are properly trained in the use of chemicals, floor care systems, materials, and equipment.

1. Vendor shall provide hands on training concerning preventive maintenance on equipment, individual training on trouble areas, and new employee training.

2. Vendor shall provide an annual training meeting with all custodians to cover the following items:
   
a. OSHA training and compliance
   b. Blood borne pathogens
   c. Bio-hazardous training
d. Proper cleaning methods, tools, techniques, and any other issues deemed necessary by the University.

3. The training program will include, but not be limited to, activities that address the economical use of the chemicals, safety procedures in the use of equipment and chemicals, time management/scheduling, and compliance with current law and regulations including OSHA requirement and the American with Disabilities Act.

4. Vendor(s) shall provide at each building a book containing Material Safety Data Sheets (MSDS) of all chemicals issued procedure sheets and 24 hour emergency phone number to the product distributor.

C. Administrative

1. Ordering & Reporting:
   a. The Vendor shall have ordering procedures that are efficient and user friendly.
   b. The Vendor shall provide, at no additional cost to the University, an electronic based ordering and tracking system. This system will be capable of providing reports on the movement of supplies from the supplier’s warehouse to final delivery. This system will provide monthly and seasonal usage reports by building and sectors.
   c. The Vendor shall partner with the Custodial Department in determining replenishment quantities for each building.
   d. The Vendor shall provide a catalog containing all contract items, with product descriptions and their recommended usage.
   e. The Vendor shall generate monthly and annual activity reports reflecting the supplies ordered and expenses incurred by the sector.

2. Fill Rates:
   a. Upon request, the Vendor shall provide information on their fill rate history; including, but not limited to: number of back-orders, average length of back-order and items in short supply.
   b. Fill rates are required to be no less than 90% at all times. If fill rate is under the required percentage more than one time without sufficient prior notification and subsequent justification, the Vendor will have thirty (30) days to correct or Vendor will be in default of contract.

3. Inventory:
   a. The Vendor will store and inventory sufficient quantities of all weekly reoccurring products and supplies at their facilities.
   b. If a proposed product does not have the availability requested or becomes unavailable, the vendor must notify the Assistant Vice President of Facilities, or their Designee, immediately.

D. Warranties:

1. All Vendors must submit/include any/all warranty information with submissions whether it is expressed or implied.

2. Vendor shall guarantee the original purchase of equipment for a period of not less than one year from the date of acceptance by owner, that vendor will replace or repair any defective product during the guarantee period, excluding any item which has been subjected to accident, alterations, abuse, misuse or neglect by the University or its employees or that is caused by normal wear and tear.

3. Any standard Manufacturer Guarantee or Warranty for a period longer than one year shall not be nullified by the above general guarantee

E. Product Delivery and Dispenser Installation Requirements:

1. If dispenser system, or any additional equipment, proposed requires removal of existing system and installation of a new dispenser system, removal and installation costs shall be the
responsibility of the awarded vendor. Installation could be in multiple buildings on the Rowan University campuses, and include buildings which may have stairs and no elevator available.

2. Awarded vendor shall provide all labor for delivery and dispenser installation.

3. Delivery costs are the responsibility of the awarded vendor and must be included in bid pricing and paid for by the awarded vendor for immediate needs purchases.

4. It shall be the responsibility of the awarded Vendor to be aware of delivery days and receiving hours for all University locations. The University shall not be responsible for any additional charges should the contractor fail to observe specific delivery days and receiving hours.

5. Delivery is FOB destination, inside delivery, to the ordering entity’s specified address. The Vendor shall deliver all equipment, accessories and supplies within forty-eight (48) hours of order approval. In the event the contractor is unable to comply with this time frame, the vendor shall contact the end-user immediately and obtain written approval to extend the delivery time.

6. Vendor shall properly package and handle all items ordered under the resulting contract, in accordance with all applicable regulations.

7. Vendor shall deliver equipment, accessories and supplies pursuant to the resulting contract in accordance with the terms and conditions stated in this RFP. Repeated failure to meet specified delivery requirements may result in contract termination, or the University may pursue any other remedies that might be available, at its discretion.

8. Installation:
   a. The Vendor shall not enter or have access to any space in the buildings in order to perform the work without first having given timely notice to the University so that the necessary arrangements may be made to enter or to have access to such space.
   b. In entering, passing through, or working on any such space in the building in the performance of the work, the vendor shall at all times furnish and maintain proper protection for the floor, ceilings, walls, fixtures, equipment, furniture, and/or other property of the University including but not limited to landscaping, paving and interior finishes.
   c. The Vendor shall restore the area impacted back to its original condition at no additional cost to the University.
      • Restoration must occur within 30 days per area and 60 days of total project and be within all ADA requirements.
   d. The Vendor shall maintain their areas free of debris and other safety codes and regulations.
   e. All protective coverings are to be removed from items once all installation is completed and all items are to be wiped clean.

9. Freight Damages: Immediately upon the delivery of product by the Carrier, the awarded vendor shall inspect the outside of all containers for dents, tears, crushing, or other indication of damage and shall have notation of same made by the Carrier on the delivery receipt. The vendor shall open all containers, inspect contents, process, and remedy all freight claims and damages.

10. Vendor shall replace all damaged items at their own expense.

11. All damaged product must be removed from building and repaired off site. No damaged items to be left on site for repairs.

II. PRICING

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

B. Delivery, storage and installation costs are the responsibility of the awarded vendor and must be incorporated in bid pricing and paid for by awarded vendor.

C. Separate charges for training will not be permitted. Training costs should be free of charge to the University.
D. Separate charges for equipment repair estimates and equipment repair pick up will not be permitted. Equipment estimates and subsequent picks ups shall be free of charge to the University.

E. Proposals shall include labor and price plus costs as indicated on the proposal page.

F. Payments for labor and repair services, under this contract, shall be made at a flat hourly rate unless otherwise noted, and limited to the work actually performed on any job/project.
   1. Costs included in flat hourly repair rate: Benefits, normal travel time, insurance, taxes, vehicles (company and/or employee), any other overhead, profit, and other miscellaneous cost specifically, but not exclusively, to include general expenses associated with equipment repair.

G. Separate charges for shipping, delivery and fuel surcharges will not be permitted.

III. TERM OF AGREEMENT:
A. The anticipated contractual period will be for three (3) years 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 end on June 30, 2016. 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. Proof of Insurance: Vendors must document and detail their insurance coverage applicable to the services described herein. Such coverage must be adequate to sufficiently cover the services detailed herein and must include, at a minimum, general liability insurance coverage and professional liability insurance coverage.

B. Rowan University requires being named on any policy or certificate of insurance as an additional insured, along with the State of New Jersey, during the contract period and on all policies required after the contract is terminated. If requested, copies of the policy/policies will be provided, at no cost, upon request of the University.

C. 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 vendor shall carry sufficient insurance to protect it and the University from any property damage or bodily injury claims arising out of the contracted work.

D. The Proposer agrees to carry the insurance policies described herein and submit to Rowan University at execution of this Agreement evidence thereof in the form of current certificates of insurance clarifying all coverage. All policies and certificates of insurance, except workers' compensation, shall name Rowan University as an additional insured and provide for the insurer's waiver of subrogation in favor of Rowan University. The Bidder agrees to bear any self-insured retention or deductible for all policies herein. All affiliates shall contain the provision that the insurance shall not be canceled or reduced for any reason, except after thirty (30) days written notice.

E. The insurance coverage required shall be primary coverage and shall not relieve the Bidder of any liability where liability for injury, death, and property damage is greater than the insurance coverage.

F. Coverage may be provided through a combination of primary and excess policies. All carriers should be "A+" rated or better by A.M. Best Company. Maintenance of the minimum amounts of insurance listed should in no way be construed as limiting in any way the vendor's obligations to defend, indemnify and hold the University harmless as stipulated in the "Hold Harmless and Indemnification" section.

G. The Bidder agrees to obtain, pay for, and maintain Worker's Compensation Coverage and Employers' Liability insurance covering all their employees in accordance with the laws of the state of hire of said employees and for employers' liability for bodily injury by accident at a minimum limit of five hundred thousand dollars ($500,000) for Employers Liability, throughout the term of this Agreement, including any potential extension period, and provide evidence thereof.

H. The Bidder agrees to obtain, pay for, and maintain Comprehensive General Liability insurance coverage with a minimum of one million dollars ($1,000,000) combined single limit per occurrence, throughout the term of this Agreement, including any potential extension period, and provide evidence thereof. Such insurance shall be primary over other collectible insurance that may apply and shall include coverage for the indemnification required by this Agreement.

I. The successful proposer agrees to defend, indemnify, and hold harmless Rowan University and its officers, agents, staff members and employees from all actions, claims, and demands whatsoever that may be asserted by, or on behalf of anyone, against the University, its officers, agents, staff members and employees because or as a result of, any accident, injury or illness that may occur to or be sustained by any person, agency, or company that arises out of the activities conducted under this RFP by the proposer, their employees or anyone acting on the proposer's behalf.
J. Rowan University, as a State funded University, will not indemnify vendors in any form.
K. The Proposer agrees to obtain, pay for, and maintain Business Automobile Liability insurance coverage for all owned, non-owned, or hired vehicles throughout the term of this Agreement, including any potential extension period, and provide evidence thereof with at least one million dollars ($1,000,000) combined single limit per occurrence.
L. The Proposer shall submit to Rowan University annually and upon execution of this Agreement, an insurance certificate evidencing all coverage noted herein.
M. Evidence of current insurance coverage shall be provided in the form of a certificate, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract.
N. All required insurance coverage’s must be in effect not later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.
O. Liability insurance must remain in effect for the duration of the contract, including any extensions, and for ninety days following termination of all work.
P. Vendors may, if they so desires, include with their proposal the applicable certificate of insurance. This will expedite the contract award process for the awarded vendor.
Q. The awarded vendor shall forward all Certificates to: Senior Director of Contracting & Procurement, Rowan University, and 201 Mullica Hill Road, Glassboro, NJ 08028.
R. Each policy of insurance should contain an endorsement as follows:
S. "It is understood and agreed that Insurance Company shall notify in writing, the Senior Director of Contracting & Procurement, Rowan University, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy."
T. The successful applicant/vendor must have liability insurance sufficient to protect Rowan University from any liability arising out of services performed pursuant to this RFP throughout the term of this contract and for at least five (5) full years thereafter. In the event that vendor fails to provide liability insurance naming Rowan University as an additional insured, Rowan University may, at its option, procure equivalent insurance coverage and vendor shall be liable for the cost of the premium thereof. The obligations set forth in this provision shall survive the termination of the contract.
U. Policy/policies shall include coverage for claims made that may arise out of the activities described in this RFP and that may be presented while this policy is in force. Coverage shall cover any liability resulting from pollution or environmental contamination as determined by the University’s Risk Manager. The minimum acceptable coverage is $5,000,000. Any deductible shall not exceed $25,000.

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: Contracting & Procurement Department
Website It will be the responsibility of the prospective vendors and other interested parties to
familiarize themselves with the web site and visit it regularly during the RFP process for updated
information or addenda related to this RFP.
   B. Short procedural inquiries may be accepted by telephone by the buyer noted for this project.
However, oral explanations or instructions given over the telephone shall not be binding upon the
University. Proposers shall not contact any person within the University directly, in person, or by
telephone, other than the assigned buyer, concerning this project.
   C. If a joint venture is submitting a bid, the agreement between the parties relating to such joint
venture shall be submitted with the joint venture’s submission.
   D. The awarded firm may not assign sell or sub-contract its obligations under the contract to any third
party without prior approval in writing by the University.
   E. Any modifications to the bid document, prior to award, may invalidate the entire submission.
   F. Rowan reserves the right to negotiate the terms and conditions of the contract to obtain the most
advantageous situation for Rowan.
G. Rowan reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

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

I. **Submission as Public Information and Property of Rowan**

Submissions will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Open Public Records Act for non-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. Conditional submissions will not be considered.

B. In order to be considered, vendors must submit a complete response to this RFP.

C. Proposals must be placed in a sealed envelope and clearly labeled with the title “RFP 16-07 Campus Janitorial Supplies & Services” and the firm’s name and business address.

D. The RFP 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 RFP. The RFP must include and will be evaluated based on the following criteria.

2. 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.

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

E. Submission Format:

1. Letter of Transmittal
   a. Each submission must be accompanied by a letter of transmittal not exceeding two (2) pages. The letter must include the full legal name and business address of the firm.

2. Vendor Service Plan
   a. A summary of the products and services to be provided.
   b. A timeline showing how the Vendor plans to deliver products and services to fulfill any order issued as a result of this RFP, as applicable.
   c. Key staff members at the Vendors organization that will be assigned to the University account or will otherwise be part of an implementation team.
   d. Any resource requirements on the part of the University necessary in order for the Vendor to meet its obligations under an agreement resulting from this RFP.
   e. Any hardware, software, or other technology the University must have in order to use the Vendors products or services.
f. Any alternative ideas or proposals that should be considered by the University in addition to the base proposal.

3. Financial Proposal
   a. Vendor shall submit a fully executed copy of the proposal page.
   b. Vendor shall submit any value added, incentives, and/or additional discounts offered. Value added is defined as complimentary additions to core offerings. Examples of value added are inspection service plans, scholarships, free equipment, and/or rebates based on tiered spend levels. See page 17 for further details regarding the submission of this information.

4. References and experience including similar projects
   a. Provide a listing of at least five (5) references from current and former clients at institutions similar to Rowan University. Please 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.
   b. Bid submissions must include a history of experience in projects of this nature – similar size and complexity. Supplier must demonstrate success in previous projects of a similar size.

5. Required Procurement Documents
   a. Proposals should include all information requested in Required Procurement Documentation of this RFP and should also address services listed in the Scope of Services, Submission Requirements and other sections above.
Contract Deliverables and Requirements

**Instructions:**

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

Respondents are cautioned that reliance on the US Postal Service, other mail delivery, and/or courier service for timely delivery of proposals is at their 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.

Submit one (1) original, one (5) paper copy, and one (1) USB of your submission package no later than 2:00 pm on the due date to:

**Procurement Department**
Linden Hall, Suite 136
Rowan University
201 Mullica Hill Road
Glassboro, NJ 08028

**Note:**
Original submission packages should be clearly labeled as such.

Please label all **outermost** Submissions: “**RFP 16-07 Campus Janitorial Supplies & Services**”

**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. 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.

By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.
Requests for Clarification by the University: The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within two (2) business days of receipt of any request for clarification by the University.

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

Firms will be awarded points in the following categories:

<table>
<thead>
<tr>
<th>Category</th>
<th>Potential Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Service Plan</td>
<td>0-20</td>
</tr>
<tr>
<td>Financial Proposal including Rebates &amp; other Value Added Incentives</td>
<td>0-70</td>
</tr>
<tr>
<td>Reference &amp; Experience</td>
<td>0-10</td>
</tr>
</tbody>
</table>

Please provide at least five (5) references:

<table>
<thead>
<tr>
<th>Name &amp; Address of Current Client</th>
<th>Length of Relationship</th>
<th>Name &amp; Phone # of Contact</th>
</tr>
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</table>
The undersigned proposer, in response to Rowan University’s Request for Proposal for Campus Janitorial Supplies & Services at Rowan University, RFP 16-07, having carefully examined the bid 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, in accordance with the bid attached hereto.

Print Name &
Title

Vendor Name

Address

Phone

E-mail

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
PROPOSAL PAGE

Financial Proposal including Rebates

Percent (%) discount off of Manufacturer’s suggested list price.

<table>
<thead>
<tr>
<th>Annual Sales</th>
<th>Rebate Offered</th>
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</thead>
<tbody>
<tr>
<td>$100K &lt; $199K</td>
<td></td>
</tr>
<tr>
<td>$200K &lt; $299K</td>
<td></td>
</tr>
<tr>
<td>$300K &lt; $399K</td>
<td></td>
</tr>
<tr>
<td>$400K &lt; $499K</td>
<td></td>
</tr>
<tr>
<td>$500K +</td>
<td></td>
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</tbody>
</table>

Repair Rate
Payments for labor and repair services, under this contract, shall be made at a flat hourly rate unless otherwise noted, and limited to the work actually performed on any job/project.

Hourly equipment repair rate

Cost Plus (+)
Vendors(s) are to enter a markup on invoice costs for any additional materials utilized in conjunction with this proposal. Approval by the University shall be obtained prior to invoicing. The awarded vendors are required to submit any/all invoices upon request. *Percentage submitted must include all overhead and profit. No additional charges may be included.

(%) Vendor Markup percentage of your cost

*Due to the potential quantity of products ordered and the revenue generated to the awarded vendor, the University anticipates proposer’s submissions will include additional financial incentives, value added proposals, rebates and other incentives to be detailed on a separate page, signed and dated by the proposer.

Proposer’s Signature

Date