Request for Proposal

Scientific Lab Equipment, Accessories & Supplies for Rowan University

RFP 16-37
Modified 12/23/15

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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Administrative Information

Institution Contacts:

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

“RFP 16-37 Scientific Lab Equipment, Accessories & Supplies”

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 19, 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:

- Requests for Proposals Issued: 12/08/15
- Questions Due: 12/22/15
- Answers Posted to the website: 01/07/16
- Proposals Due: 01/19/16 by 2:00 pm
## 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>
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<th>Required Documents</th>
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<tr>
<td>1 Proposal Page</td>
<td>Must be included or submission <em>will</em> be rejected</td>
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<td>3 Non-Collision Affidavit</td>
<td>Must be included or submission <em>will</em> be rejected</td>
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<td>4 New Jersey Business Registration Certificate  <em>Vendors can check the status of their BRC <a href="#">here</a></em></td>
<td>Must be included or submission <em>will</em> be rejected</td>
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<td>5 Taxpayer Identification Request (W-9 Form)</td>
<td>Must be included or submission <em>may</em> be rejected</td>
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<td>6 Exhibit A Mandatory EEO Language for Goods, Professional Services &amp; General Service Projects</td>
<td>Must be included or submission <em>may</em> be rejected</td>
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<tr>
<td>7 EEO/AA Evidence Disclosure</td>
<td>Must be included or submission <em>may</em> be rejected</td>
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| 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 supplier(s) to provide one-stop sourcing and procurement of scientific equipment, accessories, chemicals, instruments, biological products, and consumable supplies via an easily accessible online portal. The Vendor(s) shall identify procedures, methods, techniques and systems that will increase productivity and minimize the time spent managing products and overall process and efficiency.

INTRODUCTION

Rowan University has spent the past several years undergoing a major transition and unprecedented growth. In addition to Rowan’s main campus located in Glassboro, New Jersey and urban campus located in Camden, NJ, Rowan opened the doors of the first new Medical School in 35 years in the State of New Jersey, the Cooper Medical School of Rowan University (CMSRU), in the summer of 2012. With the opening of the CMSRU, the opportunities for research, collaboration and outreach into the Rowan community grew significantly.

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 (CMSRU) in the nation.

The South Jersey Technology Park on our West Campus is also expanding. Growing and strengthening efforts within the research infrastructure of the University and fulfilling its role to establish a technology-based entrepreneurial economy in this region, the Tech Park currently boasts state-of-the-art teaching labs and cutting-edge research labs. The anticipated completion of the most recent expansion project, an estimated 270,000 square feet of combined research, development and office space with an anticipated delivery of Winter 2017.

The University’s student population expectation, over a ten year span, is projected to nearly double by 2024. The increase in expenditures over the last few years, as shown in the chart below, and the proposed expansion of the University indicates an advanced and comprehensive scientific equipment supply program is required for the current population and the additional growth expected.
I. **SCOPE** Vendor(s) shall include a complete description of all products and services offered in their Proposal to meet the criteria outlined throughout this RFP. The Vendor shall service all four (4) campuses and any additional properties acquired during the term of contract. Campus maps are available at: [Maps](#)

A. **Products:** Vendor(s) shall provide the University with all cataloged products, including but not limited to the categories outlined in the attached [Item Category & Manufacturer Discount Form](#)

   1. The Vendor shall provide a full product catalog complete with list pricing and net pricing (discount price) per category and manufacturer for all products offered.
   2. The Vendor shall propose a minimum of 85% of the categories provided. Proposals for less than 85% of the required categories may not be considered.
   3. All products shall be new and of first quality.
   4. Items which are used, demonstrators, obsolete, seconds or which have been discontinued are unacceptable.
   5. All Vendors must be authorized dealers of the product lines submitted.
   6. **Warranties:** All Vendors must provide any/all warranty information whether it is expressed or implied for specific products at the time of delivery.

B. **Online Ordering Capabilities:** Customized ordering process and websites and/or online catalogs that reflect products with discounted pricing; including, distribution of catalogs and capabilities to block ordering on individual accounts, product lines, or other basis.

   1. The Vendor must have the capability of accepting orders via electronic media using an online ordering system that incorporates the University’s Purchase Ordering process and programs.
   2. The University desires a system where orders can be placed using the University purchase order numbers and corresponding information appearing on all associated documents, e.g., packing slips, invoices.
   3. The Vendor’s online ordering system must allow chosen University personnel to manage user-defined parameters as well as manage and monitor the discounted pricing that results from this RFP.
      a. Access to the Vendor’s online catalog will be by a unique logon identification and password (user identification should be a University sanctioned staff email address).
      b. University personnel shall not enter additional promotion codes, contact vendor representatives or be required to perform any additional function(s) in order to view the discounted pricing for all products available under this RFP.
4. There will be no minimum quantity or minimum order charge on any item. The University will only order the quantities that are required.

5. **Training:** Comprehensive ordering system 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 personnel are properly trained.

**C. Delivery & Freight:** It’s anticipated the awarded Vendor(s) will deliver all supply items within three (3) business days of approved order. All equipment orders (single item with a net cost of greater than $5,000) shall be completed within seven (7) business days.

1. All products shall be shipped FOB Destination, at the awarded Vendor’s expense. All items shall be at the Vendor’s risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Prospective Bidder to remedy without cost to the University; regardless of when the hidden damage is discovered. Prospective Bidders are responsible for filing and expediting all freight claims with the carrier.

2. It is anticipated that delivery will be made to centralized locations on the campuses as needed. Specifics will be discussed with the awarded vendor.
   a. It is not anticipated that desktop delivery will be required.

3. The Vendor, within twenty-four (24) hours after receiving a purchase order, shall notify the University of any potential delivery delays. Repeated evidence of inability to deliver or intentional delays shall be cause for Contract cancellation and/or Contractor suspension.

4. The Vendor must provide information about the number of warehouses, sizes of inventory in each, and steps taken to process an order.

5. Delivery costs are the responsibility of the awarded vendor.

6. If special delivery or handling charges are applicable they shall be pre-approved by the order initiator.

7. 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.

**D. Reporting:** Vendor shall provide a sample list of common user reports that are available. Include the type of report, the information provided in the report, the frequency of the report, the process to request the report, and the process used to deliver the report.

1. In addition, the University will require quarterly program reports that provide the following information:
   a. **Delivery Report:** Delivery information shall include the number of “On-Time Shipments” and the number of “Late Shipments”. On-Time Shipments are defined as complete shipments (no partial deliveries) of goods that meet the delivery time specified in the order. Late Shipments are defined as shipments, including partial shipments that do not meet the delivery time specified in the order.
   b. **Back-Ordered/Out-of-Stock Report:** A list of items that were backordered or out-of-stock at the time they were initially ordered, including the number of days before the order was filled with an acceptable replacement item or the requested item.
   c. **Returned Product Report:** A list of all products returned for credit, including manufacturer/UPC part number, vendor SKU number, product description, unit of measure, number of units returned, date product returned, total amount credited to buyers’ purchasing card and date credit posted to account.
d. **Itemized Usage Report**: A list of all items that were purchased during the quarter, including manufacturer/UPC part number, vendor SKU number, product description, unit of measure, number of units sold, price each unit sold, and totals extended.

e. **Contract Maintenance Report**: a list of any item that has been discontinued, repackaged, been given a new UPC/SKU#, or otherwise been deactivated from the original contract list, including whether a suitable.

E. **Billing, Invoicing**: Vendor shall describe its invoicing control process, including the controls available to restrict purchases to requisition procurement only and the ability of buyers to confirm credit postings to their accounts. Physical invoices should contain, at a minimum, the following information:

1. Word descriptions of items being billed
2. Purchase order number
3. Company or departmental name or code
4. Release and catalog numbers
5. Unit list price
6. Discounted price
7. Extended price
8. Applicable percentage discount

F. **Customer Service**: Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem resolution. The description should include, but is not limited to:

1. Customer service key personnel and organizational structure; including, but not limited to:
   a. Contract Manager
   b. Sales Representative & Sales Manager
   c. Data Specialist
   d. Customer Service Representative
   e. Technical Representative
2. Contact process (phone, email, fax, etc.)
3. Follow up process
4. Process to handle back ordered or out-of-stock products, including alternate suggestions and pricing policy
5. Internal procedures to track customer service contact and resolution

**Note**: The University supports several Research disciplines that operate extended hours and work weeks. The awarded Vendor shall be able to provide 24/7 Customer Service.

G. **Sustainability Policy**: Rowan University is committed to sustainable practices and will seek to procure sustainable products whenever possible. The Vendor must provide an overview of its organization’s environmental and/or sustainability policies, and specifically identify information relating to:

1. Recycling Programs
2. Reuse of Products
3. “Green” Products
4. Waste Minimization
5. Waste Disposal
6. The Vendor will comply with all environmental legislation and policies relating to the products and services offered.
7. Every effort will be made to perform the negotiated services in a manner that reduces environmental impact whenever possible, while minimizing conflicting objectives such as low cost.

H. See Submission Requirements (Section XIII, Pages 13-15) for further clarification.

II. PRICING
A. Prices will be based on current published list price as further clarified below, less applicable discounts at the time the order is placed.
1. Each Vendor shall submit a complete product catalog with firm and fixed pricing for no less than six (6) months from the initial contract. Beyond the initial six (6) month period, the Vendor shall submit firm and fixed pricing in quarterly intervals.

2. Prices must remain fixed for the first year term after any resulting agreement.

3. Price Increase/Decrease:
   a. Rowan University will review requests for price increases from vendor if applicable for the fourth, fifth and sixth years.
   b. The University requires any/all vendors to produce invoices substantiating cost increases.
   c. Any agreement to increase the cost to the University must be in writing and approved by the University Contracting & Procurement Office.

4. Each Category Percentage Discount provided with the Vendor submission will remain firm for the life of the contract.

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

C. Pricing must be all inclusive. Delivery (Section I.D.) costs will be free of charge and are the responsibility of the awarded vendor. The University will not pay shipping and or fuel costs in addition to the product, except as noted in the Delivery Requirements section of this RFP.

D. Proposals will not be based on any minimum quantities to be ordered.

E. Separate charges for any necessary training will not be permitted. Training costs should be free of charge to the University.

G. It is anticipated that submissions will include financial incentives as well as value added proposals, rebates and other incentives. See Pages 15 & 18 for further details.

III. TERM OF AGREEMENT:
A. The anticipated contractual period will be for three (3) years with three (3) 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: To better align with Rowan’s fiscal year, the contract will commence the beginning of the next fiscal year, July 1, 2016 (Rowan’s fiscal year runs from July 1st through June 30th). Rowan will contract with the awarded vendor for goods and services procured from the date of award through the start date of the contract if necessary.

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 by a submittal of a proposal, 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 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
   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 for the products and services contained in this request 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 proposal 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: Office of Contracting & Procurement 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 proposal, 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. Rowan reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan.

F. 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.

G. 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.

H. Submission as Public Information and Property of Rowan

Submissions will be held confidential during the proposal process until such time as the final contract is executed, upon such time the proposal 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.

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

J. In submitting a proposal, 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.

K. The preparation of a proposal 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.

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

M. 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.

N. 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.

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

P. 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.

Q. 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.

R. This RFP is not binding on the University.

S. 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.

T. Unless specifically noted within this RFP, Rowan’s Standard Terms and Conditions take precedence over any special terms and conditions contained in this RFP.

U. 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 proposal in response to this offering, the proposer represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

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.

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.

W. 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.

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

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

Z. The proposal submitted by the vendor shall be binding on the vendor.
AA. 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 16-37 Scientific, Equipment, Accessories & Supplies" 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.
   2. Submissions in any other format other than listed below may be considered informal and may be rejected.
   3. 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.
E. Submission Format:
   1. Letter of Transmittal: 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 & Methodology: Vendor shall provide a project plan that describes how the vendor intends to implement the Scientific Equipment Program, including the process to convert the current accounts. The description shall include, but is not limited to, the following:
      a. Account team structure and roles (including description of sales contacts, account team support, and periodic account review process).
         • Key staff members at the Vendors organization that will be assigned to the University account or will otherwise be part of an implementation team.
         • 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.
         • Any hardware, software, or other technology the University must have in order to use the Vendors products or services.
         • Any alternative ideas or proposals that should be considered by the University in addition to the base proposal.
      b. Products: A catalog of the products and services to be provided.
      c. Ordering: Customized ordering process and websites and/or catalogs that reflect products with discounted pricing; including, distribution of catalogs and capabilities to block ordering on individual accounts, product lines, or other basis.
      d. Training: Comprehensive ordering system 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 personnel are properly trained.
      e. Delivery: Vendor shall provide customizable Desktop delivery options to meet the University’s needs.
      f. Reporting: Vendor shall provide a sample list of common user reports that are available. Include the type of report, the information provided in the report, the frequency of the report, the process to request the report, and the process used to deliver the report.
      g. Invoicing: Vendor shall describe its invoicing control process, including the controls available to restrict purchases to requisition procurement only and the ability of buyers to confirm credit postings to their accounts. Sample invoices shall be provided with submission.
h. **Customer Service:** Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem resolution.

i. **Sustainability Policy:** The Vendor must provide an overview of its organization’s environmental and/or sustainability policies.

j. 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.

3. **Financial Proposal**
   a. Vendor shall submit a fully executed copy of the proposal page.
   b. Vendor shall submit any value added, shared revenue, incentives, and/or additional discounts offered.
      - Value added is defined as complimentary additions to core offerings. Examples of value added services include, but are not limited to: scholarships, student and staff discounted rates at retail stores, and electronic ordering incentives.
      - See Proposal Page (Page 18) for further instruction.

4. **References and experience including similar projects and fill rate history**
   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. Proposal submissions must include a history of experience in contracts of this nature – similar size and complexity. Supplier must demonstrate success in previous contracts of a similar size.
   c. **Submit Fill Rate History and Products-On-Hand Plan:** The vendor is required to provide information on their fill rate history. Include number of back-orders, average length of back-order and items in short supply. In addition, provide information on vendor’s plan to ensure inventory of the University required products will be on hand at all times.

5. **Required Procurement Documents**
   a. Proposals should include all information requested in the Required Procurement Documents 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. Failure by a Respondent’s submission to reach the University by the prescribed time may result in a return of the unopened submission. 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, (4) USBs, and four (4) paper copies 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 outmost submission packages: RFP 16-37 Scientific Lab Equipment, Accessories & Supplies

Evaluation and Selection Criteria:
An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified.

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

Submission of a Proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University.
By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

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

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

**Firms will be awarded points in the following categories:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Potential Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor Service Plan &amp; Methodology</strong></td>
<td>0-40</td>
</tr>
<tr>
<td>• Ordering, Reporting, Customer Service, Invoicing</td>
<td></td>
</tr>
<tr>
<td>• Products Offered</td>
<td></td>
</tr>
<tr>
<td><strong>Financial Proposal including Rebates</strong></td>
<td>0-40</td>
</tr>
<tr>
<td>• General Product Pricing / Discounts</td>
<td></td>
</tr>
<tr>
<td>• Value Added</td>
<td></td>
</tr>
<tr>
<td><strong>Reference &amp; Experience</strong></td>
<td>0-20</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Contact Name for this Project</th>
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<table>
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<tr>
<th>Contact Email</th>
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<table>
<thead>
<tr>
<th>Contact Phone</th>
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</table>
Proposal Page

The undersigned proposer, in response to Rowan University’s Request for Proposal Scientific Lab Equipment, Accessories & Supplies at Rowan University, RFP 16-37, having carefully examined the proposal documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such products and services meeting the requirements outlined in this RFP, accordance with the proposal attached hereto.

Print Name & Title

Vendor Name

Address

Phone

E-mail

Proposer’s Signature

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

Financial Proposal: No cost or margin floors will be allowed for any pricing offered.

1. Item Category & Manufacturer’s Discounts: If you are unable to bid on a category, so indicate by placing “N/A” in the space. Item Category & Manufacturer Discount Form

2. Special Incentives & Volume Discounts: Special pricing offered as incentives to increase business or for promotional purposes, e.g., new lab start-up discounts, are to be detailed on a separate page.

3. Additional Value Added Incentives: Value added is defined as complimentary additions to core offerings. Examples of value added services include, but are not limited to: scholarships, equipment consignment program, online ordering incentives to be detailed on a separate page.

4. Annual Rebates:

<table>
<thead>
<tr>
<th>Annual Sales</th>
<th>Rebate Offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100K &lt; $250K</td>
<td></td>
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<tr>
<td>$251K &lt; $499K</td>
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<tr>
<td>$500K &lt; $750K</td>
<td></td>
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<tr>
<td>$751K &lt; $999K</td>
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<tr>
<td>$1 million +</td>
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