Request for Proposals
Water Treatment Services
For
Rowan University
RFP 18-37
12/5 modified events. Added site and time for walkthrough
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Institution Contacts:

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

RFP 18-37 Water Treatment Services for Rowan University

Inquiries will not be accepted by telephone. Questions or inquiries should be sent to bids@rowan.edu.

All questions submitted will be answered on the Purchasing Department website on the date indicated below. See Section XIII.B for further details.

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

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

Due Date:

Submissions must be received no later than January 9, 2018 at 2:00 pm in the Rowan University Purchasing Department located at Rowan University, Bunce Hall, Suite #208 Mullica Hill Road, Glassboro, NJ 08028.

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

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

Schedule of RFP Events:

- Request for Proposals Issued: December 1, 2017
- Pre Proposal Bid Meeting: December 12, 2017 @11am Glassboro Campus & 1pm at CMSRU 401 S Broadway Camden, NJ
- Questions Due: December 20, 2017
- Answers Posted to the website: January 3, 2018
- Submissions Due: January 9, 2018 @ 2pm

*Interested parties will meet at 11:00a.m at Bunce Hall Suite 208 on the main campus. The meeting/walkthrough is not mandatory, but vendors are strongly encouraged to attend as the University will not grant concessions for errors in the proposals due to incorrect assumptions regarding the plant and system layout that would have been clarified at the meeting.
Required Procurement Documents

The documents as listed below are Procurement documents mandated by State regulation and University policy. All documents as listed must be included with your submission package in order for your proposal to be deemed responsible for this offering.

<table>
<thead>
<tr>
<th>Required Documents</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Proposal Page &amp; Pricing Sheets</td>
<td>Must be included or submission will be rejected</td>
</tr>
<tr>
<td>2 Contractor Certification and Disclosure of Political Contributions Public Law 2005</td>
<td>Must be included or submission will be rejected</td>
</tr>
<tr>
<td>3 Non-Collusion Affidavit</td>
<td>Must be included or submission will be rejected</td>
</tr>
<tr>
<td>4 New Jersey Business Registration Certificate Vendors can check the status of their BRC here.</td>
<td>Must be registered with the State at the time of bid opening or submission will be rejected.</td>
</tr>
<tr>
<td>5 Taxpayer Identification Request (W-9 Form)</td>
<td>Must be included or submission may be rejected</td>
</tr>
<tr>
<td>6 Exhibit A Mandatory EEO Language for Goods, Professional Services &amp; General Service Projects</td>
<td>Must be included or submission may be rejected</td>
</tr>
<tr>
<td>7 EEO/AA Evidence Disclosure</td>
<td>Must be included or submission may be rejected</td>
</tr>
<tr>
<td>8 Exhibit B Mandatory Equal Opportunity Language</td>
<td>Must be included or submission may be rejected</td>
</tr>
<tr>
<td>9 Construction Contracts Language “B”</td>
<td>Must be included or submission may be rejected</td>
</tr>
<tr>
<td>10 Rowan University Minority, Female &amp; Small Business Contractors</td>
<td>Must be included or submission may be rejected</td>
</tr>
<tr>
<td>11 New Jersey Policy Prohibiting Discrimination in the Workplace &amp; 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</td>
<td>Must be included or submission will be rejected</td>
</tr>
<tr>
<td>12 Public Works Certificate</td>
<td>Must be included or submission will be rejected</td>
</tr>
</tbody>
</table>

Note: All documents listed are required whether the Bidder is a New Jersey entity or not.
Project Overview

Rowan University is seeking proposals from qualified organizations for water treatment services for the University’s steam generation open recirculation and closed water systems. Cooper Medical School at Rowan University located in Camden, NJ will also be included in this RFP along with the Camden Academic Building located at 606 Cooper Street in Camden, NJ.

Rowan University is requesting a proposal for “full service” for all the services outlined herein. Full service means that the vendor will do all handling of chemicals, testing, dosage adjustment, and pump and controller maintenance/replacement as required to maintain quality water.

Rowan University is a 2.5 million g.s.f. campus located in Glassboro, NJ. The campus is served by a central utilities plant providing steam, chilled water, and power. The campus also has a satellite chilled water plant located at Bunce Hall that serves several buildings on the south side of campus. The central plant consists of (3) boilers, (2) cogeneration HRSG units, (3) chillers, and (5) cooling towers. Bunce Hall consists of (2) electric chillers and (1) 2-cell cooling tower. Most buildings throughout the campus utilize heat exchangers for building HVAC systems.

I. Scope of Services

In general, this contract will address the water treatment services for all of Rowan University’s boiler feed water, tower condenser water, closed loop chilled water, hot water, dual temp and heat pump loop systems. This contract will include water treatment services at the Rowan Glassboro Campus, and the Rowan CMSRU Building (Camden, NJ). Directions and Campus Maps can be found at: MAPS. In addition, this contract will provide weekly system performance reporting using the data collected from automatic controller at cooling towers, perform on-site monthly service visits to ensure that the program is working properly and the equipment is calibrated. Annually, arrange a review to recap what has been accomplished and what needs to be revised.

A. Goals of the Program

1. Minimize corrosion, fouling and biological growth, thereby optimizing water and energy use and minimizing maintenance and equipment replacement.
2. Monitor program results and make appropriate recommendations.
3. Train plant personnel on the implementation and control of the program.
4. Utilize state of the art water treatment programs at the competitive prices.

B. Standard monthly services:

1. Perform steam system and condenser water field tests to ensure systems are within desired parameters.
2. Perform any needed maintenance and/or calibration of controller units.
3. Visually inspect systems and report condition of equipment if needed.
4. Monitor, report, and reorder chemicals as needed.
5. Provide performance report with cooling water system performance trends using data collected in real-time from the controllers.
6. Take dip-slides samples of cooling tower systems and report micro-bio activity.
7. Discuss and facilitate ongoing improvement projects.
8. Provide written Service Report with field test results, system conditions, and corrective actions.
9. Perform testing on closed loop systems to ensure systems are within desired parameters. Advise staff if chemical additions are needed for the closed loops.
B. **Services Performed Annually**
   1. Annual Review

C. **Summary of Systems**
   1. Boilers
      a. 5 total boilers
   2. Boilers #1, #2, #3, Saturn, and Centaur
      a. Condensate Return
      b. Operation is 365 days per year
   3. CUP Tower—Operation is 340 days per year
   4. Bunce Tower—Operation is 240 days per year
   5. Closed Loops
      a. 2 Chill Loops located in CUP
      b. 2 Chill Loops located in Bunce

D. **Program Summary**
   1. Liquid Chemicals:
      b. Closed Loop Systems
      c. Steam Boiler Systems
   2. Service Program
   3. Control
      a. Controllers with Remote Monitoring and Alarming capability for the two Colling Tower Systems.

E. **Treatment Programs**
   1. Steam System Treatment Program
      a. Chemical Treatment Program for Boilers
      b. Scale and Corrosion Control
      c. Oxygen Scavenger
      d. Condensate System Corrosion Control
      e. Alkalinity Source
   F. **Condenser Water Treatment Program**
      a. Scale and Corrosion Control
      b. Oxidizing Biocide
      c. Non-Oxidizing Biocide
   G. **Closed Loop Water Treatment Program**
      a. Closed Loop Systems
      b. Corrosion Control
   H. **Water Treatment Chemicals:** Please refer to [Unit Pricing of Chemicals](#) to fill in chemical information and price.

I. Glassboro Central Plant and Bunce Chiller Plant Equipment Summary Table
### Chilled Water System Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Utilities Plant</td>
<td></td>
</tr>
<tr>
<td>2 2350 Steam Chiller</td>
<td>York YST</td>
</tr>
<tr>
<td>2 1000 Ton Electric Chillers</td>
<td>Trane</td>
</tr>
<tr>
<td>10 1000 Ton Cooling Towers, rooftop</td>
<td>BAC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bunce</td>
<td></td>
</tr>
<tr>
<td>2 450 Ton Screw</td>
<td>Trane</td>
</tr>
<tr>
<td>1 900 Ton Cooling Tower, at grade</td>
<td>BAC</td>
</tr>
</tbody>
</table>

**Total CHW capacity**: 7,600 Tons

<table>
<thead>
<tr>
<th>Description</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Utilities Plant</td>
<td></td>
</tr>
<tr>
<td>1 26,000 lbs/hr</td>
<td>water tube, fuel fired</td>
</tr>
<tr>
<td>2 40,000 lbs hr</td>
<td>water tube, fuel fired</td>
</tr>
<tr>
<td>1 8,300 lbs/hr</td>
<td>water tube, waste heat (HRSG)</td>
</tr>
<tr>
<td>1 19,500 lbs/hr</td>
<td>water tube, waste heat (HRSG)</td>
</tr>
</tbody>
</table>

**Total steam capacity**: 133,800 lbs/hr, 150 psi

<table>
<thead>
<tr>
<th>Description</th>
<th>Comments</th>
</tr>
</thead>
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<tr>
<td>Pretreatment</td>
<td></td>
</tr>
<tr>
<td>2 Sodium zeolite softeners</td>
<td></td>
</tr>
<tr>
<td>2 Chloride anion exchangers</td>
<td></td>
</tr>
<tr>
<td>1 Deaerator</td>
<td>(plus 1 backup)</td>
</tr>
</tbody>
</table>

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**J. Glassboro Campus Building Loop Systems Summary**
<table>
<thead>
<tr>
<th>Building Name</th>
<th>Hot Water/Dual Temp Loop</th>
<th>Chilled Water Loop</th>
<th>Rad</th>
<th>Heat Pump</th>
<th>Tower</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alvin Shpeen Hall</td>
<td>1</td>
<td></td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Bole Admin</td>
<td>1</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Bole Annex</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bozorth</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bunce</td>
<td>1</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cassady</td>
<td>1</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chestnut</td>
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<td></td>
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</tr>
<tr>
<td>James Hall</td>
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<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Esby Gym</td>
<td>1</td>
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<tr>
<td>Evergreen</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Hawthorne</td>
<td>1</td>
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<td></td>
</tr>
<tr>
<td>Heating Plant</td>
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</tr>
<tr>
<td>Hollybush</td>
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<td>Laurel Hall</td>
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<td></td>
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<tr>
<td>Library</td>
<td>1</td>
<td>1</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Linden Hall</td>
<td>1</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Magnolia</td>
<td>1</td>
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<td>Memorial</td>
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<tr>
<td>Mimosa</td>
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</tr>
<tr>
<td>Mullica</td>
<td>1</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Oak</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robinson</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rowan Hall</td>
<td>2</td>
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</tr>
<tr>
<td>Savitz</td>
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<td>Science Hall</td>
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</tr>
<tr>
<td>Student Center</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Student Rec Center</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Team House</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Triad</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westby</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Willow</td>
<td>1</td>
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</tr>
<tr>
<td>Wilson</td>
<td>1</td>
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</tr>
<tr>
<td>Winans</td>
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<td></td>
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</tr>
<tr>
<td>College of Business</td>
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<td></td>
<td></td>
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<tr>
<td>College Engineering</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>33</strong></td>
<td><strong>4</strong></td>
<td><strong>2</strong></td>
<td><strong>2</strong></td>
<td><strong>2</strong></td>
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</tbody>
</table>
K. Rowan CMSRU Equipment Summary Table

<table>
<thead>
<tr>
<th>Chilled Water System</th>
<th>Description</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>675 Ton Centrifugal Chillers</td>
<td>York</td>
</tr>
<tr>
<td>3</td>
<td>2,025 GPM Cooling Towers</td>
<td>Marley</td>
</tr>
<tr>
<td><strong>Total CHW capacity</strong></td>
<td>2,025 Tons</td>
<td></td>
</tr>
<tr>
<td>Boilers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>1,683 MBH</td>
<td>condensing, fuel fired</td>
</tr>
<tr>
<td><strong>Total HW capacity</strong></td>
<td>10,098 MBH</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>4,800 lbs hr</td>
<td>water tube, fuel fired</td>
</tr>
<tr>
<td><strong>Total steam capacity</strong></td>
<td>9,600 lbs/hr, 70 psi</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Packaged DA/Feedwater unit</td>
<td></td>
</tr>
</tbody>
</table>

L. Schedule for Water Analysis
Rowan realizes that an effective technical backup program is critical to the overall success of a cost effective water treatment program. The following services are required, but the vendor is not limited to only these services in order to ensure performance.

1. Water Analysis Schedule (minimum requirement):

<table>
<thead>
<tr>
<th>System</th>
<th>Tot Hard</th>
<th>Cal Hard</th>
<th>M Alk</th>
<th>Cond</th>
<th>pH</th>
<th>Turb</th>
<th>Inhibitor</th>
<th>Aerobic Bacteria</th>
<th>Anaerobic Bacteria</th>
<th>Tot Cl₂</th>
<th>SO₄</th>
<th>PO₄/Polymer</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>v</td>
<td>v</td>
<td>v</td>
<td>v</td>
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<tr>
<td>Tower</td>
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<td>v</td>
<td></td>
<td>v</td>
<td>v</td>
<td>ad</td>
<td>v</td>
<td></td>
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</tr>
<tr>
<td>CHW/HW/DT</td>
<td>v</td>
<td>v</td>
<td>v</td>
<td>v</td>
<td>v</td>
<td></td>
<td>ad</td>
<td>ad</td>
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</tr>
<tr>
<td>Softeners</td>
<td>v</td>
<td>v</td>
<td></td>
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</tr>
<tr>
<td>Dealkalizers</td>
<td>v</td>
<td>v</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Boilers</td>
<td>v</td>
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<td></td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>Condensate</td>
<td>v</td>
<td>v</td>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

v = visit, 2x per month,  m = monthly,  ad = as determined by Rowan.
All tests must be run as indicated. Testing frequency will be twice a month.

2. Corrosion Studies
Corrosion studies will permit a valid evaluation of system performance. Corrosion coupons will be installed in both the Central Utilities Plant and Bunce cooling towers and chilled water systems.

3. Biological Studies
The cooling system shall be tested for biological control. The total count shall be performed each visit on the towers. The chill systems will be tested when there is a suspicion of biological activity. Two biocides will be fed to the towers. The primary biocide will be an oxidizing biocide.
4. **Test Equipment**
   All equipment and reagents required to perform tests to control the programs will be supplied by the vendor.

5. **Automatic Feed and Control Equipment**
   a. All cooling tower feed and control equipment will be supplied, maintained and calibrated by the vendor. Equipment must be replaced immediately when it cannot be repaired.
   b. The vendor will be responsible for repair to all piping for the controller between the shutoff valves on the circulating system.
   c. All chemical feed piping will be replaced/repaid/unclogged by the vendor as needed, unless damaged by the owner in the course of operations. This will be at no additional cost. The prospective vendor shall examine existing feed and control equipment prior to submitting a proposal.
   d. A cooling tower chemical feed and automation system that feeds and controls the corrosion scale inhibitor based on the direct reading of the actual polymer level present in the cooling water. It shall have the capacity to feed and control oxidizing biocides automatically on either ORP or direct chlorine residual, and no oxidizing biocides based on time. Automatic blowdown of the tower water is also be required by the same unit.
   e. A wireless remote data acquisition package that will monitor the chemical levels and conditions of the cooling tower water and provide data on a real time basis. This wireless system will provide alarms for multiple personnel, including the vendor as well as the end user, and have an ‘app’ for smart phones, such as the iPhone or iPad.
   f. Instantaneous biological monitoring through the use of ATP technology to provide immediate results (vs. the typical 48 hour incubation period) of biological activity in all cooling tower and closed loop chilled water systems.
   g. Pumps for inhibitor and biocides must be sized to add the correct amount of chemical over the time period needed. Pumps for oxidizing biocides must have de-gassing heads.

6. **Chemical Delivery and Storage**
   The vendor must ensure that a sufficient stock of chemicals is always on hand at each location where chemical is used. The vendor may supply liquid chemical in bulk tanks or drums. Impound basins shall also be supplied for chemical storage. The vendor will deliver all chemicals to the point of use. The vendor shall be responsible for removing all empty containers from Rowan property. The vendor shall pump-out containment areas as-needed.

7. **Training**
   Training for both management and operating personnel is required and shall include a total of 8 hrs per year broken into (2) 4-hr sessions not on the same day, for up to 12 persons. Training should encompass training and emergency procedures. A manual containing theory on water treatment, testing and control procedures, product data sheets and emergency procedures should be provided.

8. **Reporting**
   a. A written report should be discussed with appropriate supervisory and management personnel at the end of each visit.
   b. The report should contain the test data, a discussion of conditions at the time and recommendations to improve the program.
   c. The progress of the program will be reviewed monthly. This report will contain water and chemical use by system. In addition, there will be a formal review quarterly and a yearly review.
   d. A computerized recordkeeping system to track the progress of the program must be maintained. Vendor shall furnish a log template for approval. All service reports should be sent to the Owner
upon completion. The computer log sheet shall be e-mailed to the Owner on the first work day after the month is completed.
e. Rowan reserves the right to share all results with our 3rd party quality control specialist for performance feedback.

9. Tower Cleaning
a. The vendor will professionally clean each cooling tower once per year.
b. This is a comprehensive cleaning of interior and exterior cell materials including fill and basin.
c. All debris to be removed from the site by Vendor.
d. We anticipate this service to take place in November of the contract year.

10. Inspection
The vendor shall inspect all components on each visit to ensure systems are operating as intended with optimal efficiency.

11. Deposit Analysis
Deposit tests will be required whenever deposits are present in the equipment being treated.

12. Studies
Softener elution studies and deaerator DO studies will be required three (3) times per year as follows: initial, mid-year, and final.

13. Penalties
If the vendor fails to fulfill the terms of the contract in any month, up to one-half (1/2) of the prorated monthly charge will be deducted and forfeited from the next vendor payment. The vendor shall be considered in violation if he fails to take corrective action in a timely manner after discovery.

14. Other
a. As required: assistance from Vendor technical staff, deposit analysis, etc.
b. Deposit tests will be required whenever deposits are present in the equipment being treated.
c. Any additional representatives from the Vendor shall be familiar with the programs and systems at Rowan University in case they are required to fill in.
d. A representative of the vendor shall be available within (24) hours in case of emergency or if there is a problem or written notification of a problem discovered by staff. The vendor will also be in violation if timely service is not performed and chemical inventories are not maintained.

15. Limits

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<th>OPEN COOLING WATER SYSTEM</th>
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<td>Total Hardness, ppm as CaCO3</td>
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<td>Calcium Hardness, ppm as CaCO3</td>
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<td>&lt; 1 MS, &lt;0.2 Cu</td>
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16. It is the responsibility of the vendor, although not mandatory, to attend the site visit and take whatever samples are necessary, gather data and ask any questions to assure themselves that they have sufficient knowledge of the systems so that an accurate proposal can be submitted.

17. It is the responsibility of the vendor to consider the variations in water quality, temperature, and minor problems that occur during a treatment program. These should be factored into the proposal. This document was written in very specific terms to clearly outline the required minimum services expected from the vendor.

II. General Service Contract Terms & Conditions
   A. Guarantee: The awarded contractor(s) shall fully guarantee that all testing equipment be calibrated and in satisfactory working order at all times.
   B. Contractor(s) shall supply Rowan University with all warranty information whether it be expressed or implied.
   C. Equipment, Material & Parts
      1. All equipment, parts and/or supplies used shall be new and original equipment manufacturer (OEM).
2. Any specialized equipment required by the contractor to perform the services under this contract shall be provided at no additional cost to Rowan University. Except for high range/reach, lift equipment or scaffolding may be a direct pass on cost, with prior approval from the University’s designated contact person.

3. The awarded contractor(s) shall not shut down any equipment unless permission is first obtained by the Vice President of Facilities or their designee. The awarded contractor(s) shall comply with all Federal-Mandated OSHA lockout/tag out procedures.

4. The contractor(s) is responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed should be restored to their original condition.

5. The University reserves the right to make all final decisions to determine whether to proceed with repair or replacement of any equipment.

6. Rowan reserves the right to retain any parts or equipment which are replaced; **this decision is at the sole discretion of the University.** No equipment or parts may be removed from the campus without written authorization and not until a University representative takes a digital picture.

7. All equipment installed at Rowan University shall bear the Federal Environmental Protection Agency’s Energy Star label in all areas for which such ratings exist.

8. All energy consuming equipment proposed for installation by the contractor must be approved by the University Engineer and Director of Resource Management prior to installation. Equipment eligible for energy rebates will be given the highest consideration for approval.
   a. Any/all rebate applications must be submitted to the Director of Resource Management for university registration prior to submission to the agency.
   b. Failure to provide the rebate paperwork will delay payment.
   c. All rebate checks shall be made payable to Rowan University and directed to the attention of the Director of Resource Management.

9. All equipment proposed for installation by the contractor shall be submitted to the University Engineer for review and approval prior to installation. Provide pump curves, efficiency information and any other documentation requested by the University Engineer. All equipment and materials shall comply/meet Rowan University Standards which are posted on the Rowan University website.

D. **Contract Procedures**

1. All contracts between the awarded contractor(s) and Rowan University will be for the purpose of setting prices and services to be provided and the term that they are valid. No minimal amount of work will be guaranteed.

2. If awarded contractor(s) is summoned for work he/she shall report and sign in and out with the Vice President of Facilities or their designee upon arriving and departing from Rowan University campus.

3. The Vice President of Facilities or their designee shall approve, in writing, the contractor’s accuracy and reasonableness of each invoice submitted for payment. The contractor shall be responsible for documenting the number of contract employees on site each day, hours worked, the materials and equipment used on the project, and the movement of personnel and materials to and from the job site as per the **Time and Material Sheet attached as Exhibit 1.**

4. It is the responsibility of the awarded contractor(s) to keep the Vice President of Facilities or their designee informed of the status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates, and accrued and projected job costs. Failure to do so will delay processing of invoices.

5. Rowan University will provide the Contractor with the name(s) of person(s) who are authorized to call in the contractor to provide service under this contract.
6. All contractors providing service under this contract shall sign in upon arrival and sign out when work is completed. Rowan University will provide the contractor in writing with the location, department phone number and person to see to gain entrance into a building during all hours of the day. Attached to each invoice for payment shall be a signed statement from the person(s) responding to an emergency call or service request call indicating time of arrival and time of departure. A contractor work order ticket may be reviewed by Rowan University in lieu of a signed statement. Either the signed statement or contractor work ticket should be typed or printed by hand using required 3 part forms provided by Rowan. Rowan needs to be able to read what is submitted with the invoice.

7. Rowan University will provide each prospective proposer with a listing of equipment (if applicable) that will be covered by this contract. Rowan University will provide a guided site inspection for all prospective proposers to view equipment covered by this contract.

8. THE UNIVERSITY MAY REQUEST THE CONTRACTOR TO TRANSFER FROM THE WORK CREW EMPLOYEES WHO ARE FOUND TO BE INCOMPETENT, PRONE TO EXCESSIVE TARDINESS, ABSENTEEISM OR THEFT.

9. Take adequate precautions to protect all other adjacent surfaces. Repair any damage caused as a result of inspection or servicing or equipment.

10. The contractor is required to protect all University property and is liable for any and all damage caused by his presence, work, methods, and personnel.

E. Permits, Laws, Regulations

1. The contractor shall provide all necessary testing/inspections in accordance with the current state adopted codes, and repair service laws or ordinances, and all rules regulations of health, public and/or other authorities controlling or limiting the methods and materials to be used, or the actions of those engaged in this kind of work.

2. Unless otherwise provided in the contract documents, the contractor shall secure but the University shall pay for all permits and governmental fees and inspections necessary for the proper execution and completion of the work.

3. All construction work shall be done in accordance with the New Jersey Uniform Construction Code. No work requiring inspections and approvals of construction code officials is to be covered or enclosed prior to inspection and approval by appropriate code enforcement officials.

4. The work under this contract is exempt from local ordinances, codes and regulations as related to the building and the site on which it is located, except where construction could adversely affect adjacent property, public sidewalks and/or streets. The contractor shall coordinate his/her activities with municipal and/or highway authorities having appropriate jurisdiction.

5. Soil conservation measures are to be in accordance with the County Soil Conservation District requirements and all pertinent codes and regulations.

6. The contractor shall comply with all applicable Federal, State and local laws and regulations and all conditions of permits controlling pollution of the environment. Necessary precautions shall be taken to prevent pollution of streams, lakes, ponds, wetlands, ground water and reservoirs with fuels, oils, bitumens, chemicals or harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. All sewage disposal work shall conform to the regulations of the State Department of Environmental Protection.

7. The University will pay for all code inspections; however, it is the contractor’s responsibility to request and set up inspections with the appropriate agency for all work requiring inspection, in a timely manner.
8. The contractor shall be responsible for and save harmless the University from all fines, penalties or loss incurred for, or by reason of, the violation by the contractor of any Federal, State or municipal law, rule, regulation or ordinance while the said work is in the process of construction.

9. Without limiting the foregoing, the contractor shall comply with the Federal Occupational Safety and Health Act of 1970 and all of the rules and regulations promulgated there under and the New Jersey Worker and Community Right-to-Know Act, PL1983 c. 315 N.J.S.A. 34:5A-1, et.seq.

10. Prior to the start of any crane equipment operations, the contractor shall make all necessary applications and obtain all required permits from the Federal Aviation Administration (FAA). The sequence of operations, timing and methods of conducting the work shall be approved by the FAA to the extent it relates to their jurisdiction.

F. **Industry Specific Standards**
   1. The contractor shall provide all necessary testing/inspections in accordance with the current state adopted codes, and repair service laws or ordinances, and all rules and regulations of health, public and/or other authorities controlling or limiting the methods and materials to be used, or the actions of those engaged in this kind of work.

2. Material Safety Data Sheets (MSDS) must be furnished on all products/materials, which require them under the provisions of the New Jersey Worker and Community Right to Know Act or the OSHA Hazard Communications Standard.

G. **Responsibilities**
   1. Proof of necessary certifications is required for at least one company representative.

2. Contractor shall have sufficient licensing for repairs to warranted systems and repair equipment needed to perform the work required as outlined in this RFP.

3. The Contractor shall have sufficient equipment needed to perform the work required.

4. The Contractor shall explain the processes or methodology that will be utilized to keep the University informed of assignment status and progress.

5. The Contractor shall indicate how quality control will be managed.

6. The Contractor shall provide a detailed analysis of damage and verify, with supporting data and reports, that the remediation has returned the space back to a safe and healthy condition for the return of the occupants.
   a. The contractor shall provide a comprehensive final report with detailed information that summarizes all covered services provided by contractor. The detail should be sufficient to satisfy federal reimbursement, e.g. FEMA regulations, and insurance company requirements, in order to maximize payment of claims and reimbursement of expenses.

H. **Contractor Qualifications**
   1. The importance of maintaining the equipment and their components in a safe and satisfactory operating condition requires that the services be performed by a contractor who is regularly engaged with his/her own personnel in the installation, maintenance and service of the equipment utilized on the services outlined in the Scope for this project.

2. Contractor shall have sufficient licensing for repairs to warranted systems and repair equipment needed to perform the work required as outlined in this RFP.

3. The contractor shall have sufficient supervision, staff, equipment and materials to address at least three (3) responses simultaneously.

4. The Contractor shall have a minimum of ten (10) years of industry experience.

5. The Contractor shall not sell, transfer, assign or otherwise dispose of this contract to any third party for the performance of their work. Exceptions are services outside their normal expertise such as excavation. All subcontractors must be approved prior to the start of work by Kevin Muldoon.
I. **Misc.: Hours; Testing; etc.**
   1. Unless otherwise approved, work under this contract shall be accomplished during normal University work hours. These hours are Monday through Friday, 7:00 am until 4:00 pm. However, there may be projects that require work to be done outside the normal working hours. Additionally, contractors are expected to honor all University holidays.
   2. Any travel time for which a contractor is obligated to pay his employees should be considered as part of overhead, and allowances for such, figured into the flat hourly rate quote to the University. The University will make every effort to group work order/projects so that employees can be assigned to work on campus for a full workday; or so that contractor employees can be assigned to work lasting at least one-half workday, beginning or ending their workday at the University.
   3. The University will pay additional hours for travel for emergency call-in or when contractor’s employees are forced to travel during normal working hours due to the immediacy of the work order.
   4. Reasonable means of access to the equipment to be inspected will be provided. However, advanced notice may be required.
   5. The Contractor shall not shutdown any equipment unless permission is first obtained from the Director of Facilities Maintenance Operations or his designee.
   6. **Emergency Response:** The awarded contractor shall respond within two (2) hours to all emergency service calls. A list of personnel authorized to make emergency services calls will be given to the successful contractor.

J. **Invoicing and Cost Basis Calculations**
   1. The Vendor shall provide estimates, quotes and subsequent invoices in a format similar to the Proposal Page with all hourly rates annotated and cost plus charges clearly broken out to reflect manufacturer charge and percentage increase.
      a. Vendors shall provide estimates/quotes to the requestor with a copy to contracts@rowan.edu
      b. Separate invoices shall be submitted for each job/project. Billing shall occur in a timely manner. When an invoice(s) from the contractor to the University includes materials, the contractor shall support any materials with invoices and/or receipts displaying the purchase from the original vendor.
   2. Rowan University will not allow nor pay any additional costs or surcharges on contractor estimates, quotes and/or invoices not already noted on the Proposal Form.
   3. The University reserves the right to review any invoice of the awarded contractor.
   4. Rowan reserves the right to withhold the entire monthly payment in any month where the contract is not fulfilled.
   5. **Penalties**
      a. If the contractor fails to fulfill the terms of the contract in any month, one half (1/2) of the prorated monthly charge will be deducted and forfeited from the next contractor payment.
      b. The contractor shall be considered in violation if they fail to take corrective action in a timely manner after discovery of a problem or written notification of a problem discovered by staff.
      c. Contractor will be in violation if timely service is not performed and inventories are not maintained.

II. **PRICING**
   A. Proposals shall include all services, labor and price plus costs as indicated on the proposal page.
   B. Prices provided must remain in effect for the dates noted on the Proposal Form.
   C. Payments for labor and services, under this contract, shall be made on an hourly flat rate basis, and limited to the work actually performed on any job/project.
1. Costs included in flat hourly rate: Benefits, normal travel time, insurance, taxes, vehicles (company and/or employee), any other overhead, profit, and other miscellaneous cost.

2. Rowan University reserved the right to utilize a 3\textsuperscript{rd} party electrician to replace any faulty parts identified under this contract.

3. Vendor is not responsible for any replacement parts. Vendor will provide a written cost proposal for any parts recommended for replacement and proceed only after receiving written approval form Rowan University.

III. VENDOR QUALIFICATIONS

A. Qualifications

1. Experience: The vendor should be engaged full time in the business of providing chemicals and technical services for boiler, cooling and closed water treatment. A minimum of ten years of experience as a firm will be considered sufficient to demonstrate technical ability and good business practice.

2. References: The vendor should supply the names and phone numbers of three references serviced by the local representative. These facilities must be similar in size and complexity to Rowan.

3. Vendor Representative/Technician: All technicians assigned to this account must have (5) five years’ experience in the field of water treatment.

4. Local Backup: Another member of the vendor’s staff who is thoroughly familiar with the campus must have the same qualifications. He/She will visit the campus twice a year to maintain a working knowledge of the systems.

5. Laboratory Capabilities: The vendor must maintain, or have direct access to, a fully licensed and certified laboratory for water, deposit, corrosion, microbiological, resin and metallurgical analysis. Laboratory reports must be available within one week of the receipt of the sample. At minimum, lab shall have the following capabilities:
   - Atomic absorption spectrophotometry.
   - Comprehensive wet chemical analysis.
   - Toxicant evaluations.
   - Microbiological analysis and identification with photo microscopy.
   - Total organic carbon.
   - Non-destructive elemental analysis.
   - Zeolite resin analysis and evaluation.
   - Chemical analysis of glycol solutions.
   - Corrosion and metallographic analysis.
   - Crystallography.
   - X-ray fluorescence.
   - Infrared spectroscopy.
   - Gas chromatography

IV. TERM OF CONTRACT:

A. The anticipated contractual period will be for one (1) year with two (2) possible renewals of one year each, subject to budgetary approval on a yearly basis. Rowan University reserves the right to alter this time period upon review of all proposals.

\textbf{NOTE:} In order to better align with Rowan’s fiscal year, the first year of the initial proposed contract will end on 6/30/2018. All subsequent years (2) will run from July 1 of the applicable year and end on June 30\textsuperscript{th} of the following year. 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 contractor's services for cause or convenience at any time during the term of the contract.

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

D. The awarded contractor 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 contractor must continue all services until new services become completely operational or new service provider is in place.

F. The contractor will be responsible for any additional costs incurred by the University in utilizing any replacement firm.

G. At no time shall this service extend more than 90 (ninety) days beyond the expiration date of the existing contract.

V. PROCEDURAL REQUIREMENTS AND AMENDMENTS

A. The contractor shall comply with all procedural instructions that may be issued from time to time by the Vice President of Facilities or their designee.

B. During the period of the contract, no changes are permitted in any of these conditions and specifications unless the contractor receives written approval from the Vice President of Facilities or their designee.

C. Should the contractor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matter to the Vice President of Facilities or their designee for consideration and decision.

D. The contractor is advised that asbestos, PCBs and other hazardous substances are present on Rowan University's campuses.

1. In encountering any of these known or suspected hazardous substances, the contractor must stop work immediately, notify the Director of Environmental Health & Safety and follow University directions or instructions.

2. The contractor must comply with all State and federal regulations regarding handling and disposal of all contaminated waste materials they generate on the campus.

3. Material Safety Data Sheets (MSDS) must be furnished on all products/materials, which require them under the provisions of the New Jersey Worker and Community Right to Know Act or the OSHA Hazard Communications Standard.

E. The contractor, or his authorized representatives, shall meet periodically with the Vice President of Facilities or their designee to discuss the services and to make amendments or changes in procedures and operations as may be found necessary.

F. There will be a meeting with the successful contractor and Rowan University prior to the start of the contract.

G. The contractor shall comply with all federal, state or local laws now in effect or hereinafter promulgated which apply to the operations herein specified.

H. At the sole discretion of the University, if the primary contractor has been found to be at the limit of his capability to provide sufficient manpower and or supervision in an effective manner, the University will assign any additional work schedule to be performed in that given time period to the contractor that placed second in the scoring. Also, the University reserves the right to secure pricing from all of the top three (3) scored respondents to the RFP for any project. In this instance the work will be awarded based either on lowest Not to Exceed Time and Material price or Lump Sum price depending on the pricing method chosen by the University.
VI. CONTRACTOR 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. Contractor employees shall be subject to control of the University, but under no circumstances, shall such persons be deemed employees of the University.
   B. Contractor 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. Contractors, consultants, 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 selected contractor shall provide a complete list of names (including supervisors) that may be working on campus.
   E. The contractor(s) shall remove from the Rowan University work place any of its employees who are found to be unacceptable by the University. Such requests shall not be unreasonable, are the sole decision of the University, and are not subject to negotiation.
   F. Contractor shall provide proper identification for all contractor employees. While on University premises, all contractor employees must wear attire that identifies them as contractor’s employee with identification visible from both the front and the back.
   G. Vehicles shall be clearly identified as company vehicles and be maintained in a neat clean and sanitary condition. At least one person in each vehicle, preferably the driver, must be able to speak, read and write the English language. It shall be the contractor’s responsibility to see that employees render quiet and courteous service.

VII. COMPLIANCE LAWS
The awarded contractor(s) shall comply with all local, state and federal laws, rules and regulations, inclusive of those specific to only Rowan, applicable to this contract and to the work to be done hereunder. Including, but not limited to:
   A. All work under this contract shall be done in strict accordance with all applicable federal, state, and local regulations, standards, and codes governing hazard abatement and any other trade work done in conjunction with the abatement.
      1. The most recent edition of any relevant regulation, standard, document, or code shall be in effect.
      2. Where conflict among the requirements or with these specifications exists the most stringent requirements shall be utilized.
   B. Contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
   C. If awarded a contract, winning contractor 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.
   D. Rowan University is committed to affirmative action and equal opportunity in all areas of operation. Those submitting proposals must certify that their company has an updated affirmative action/equal opportunity program.
   E. All contractors 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.
   F. All contractors shall be able to comply with the requirements of Public Law 2005, Chapter 51, N.J.S.A. 19:44A-20.13-25 (Formerly Executive Order 134) and Executive Order 117 (2008).
VIII. **PREVAILING WAGE REQUIREMENTS**

A. This project may be subject to requirements of the “New Jersey Prevailing Wage Act,” P.L. 1963, c. 150 (C.34:11-56.25 et seq.). Additional information regarding Prevailing Wage and Wage rates can be found at: [http://lwd.dol.state.nj.us/labor/wagehour/lawregs/prevailing_wage_law.html](http://lwd.dol.state.nj.us/labor/wagehour/lawregs/prevailing_wage_law.html).

B. It is the contractors responsibility to ensure that any work performed under this contract that is subject to the New Jersey Prevailing Wage Act is performed and documented in accordance with said act.

1. If this contract is covered under the New Jersey Prevailing Wage Act, the contractor is responsible for compliance. All requests for payment on an invoice for work done on the campus must be accompanied by a Certified Payroll Sheet indicating payment of the Prevailing Wage rate or higher. This certified payroll will indicate hours worked, hourly rate paid and amount of benefits paid.

2. Each contractor or any sub-contractor shall comply, as applicable, with the New Jersey Prevailing Wage Act Laws of 1963, Chapter 150, and all amendments thereto as this Act is hereby made a part of every contract entered into on behalf of the University except those contracts which are not within the contemplation of the Act. Provisions of the Act include:

   a. All workmen employed in the performances of every contract in which the contract sum is in excess of $2,000 and work to which the University is a party shall be paid not less than the prevailing wage rate as designed by the Commissioner of Labor and Industry or his/her duly appointed University’s project manager.

   b. The contractor and all sub-contractor(s) performing public work for the University who are subject to the provisions of the Prevailing Wage Act shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioner, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen/workwomen their wages.

   c. The contractor’s signature on the proposal is his/her guarantee that neither he/she nor any sub-contractor is currently listed or is on record by the Commissioner as one who has failed to pay the prevailing wages according to the Prevailing Wage Act.

   d. In the event it is found any workman/workwoman employed by the contractor or any sub-contractor covered by the contract in excess of $2,000 for any public work to which the University is a party has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the contracting officer may terminate the contractor’s or subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and may otherwise prosecute the work to completion.

   e. Nothing contained in the Prevailing Wage Act shall prohibit the payment of more than the prevailing wage rate to any workman/workwoman employed on a public work.

IX. **REPRESENTATIONS AND WARRANTIES**

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

A. The contractor 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 contractor according to its terms.

C. The execution and performance of an agreement by the contractor does not, and shall not, violate or conflict with the terms of any existing Agreement or understanding of which the contractor is a party.

D. The execution and performance of an Agreement by the contractor does not, and shall not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the contractor.
E. The contractor knows of no reason why the contractor 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 proposer warrants and represents that the requested services shall meet or exceed all applicable standards as mandated by State and Federal regulation.

X. INDEMNITY

A. The awarded contractor 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 attorneys' fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of use thereof, loss of business, otherwise resulting from or arising out of operations, services, or 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 through any act or omission on the part of the Proposer, its agents or employees, or servants.

B. Contractor shall reimburse, and make good to the University all monies, which the University or its representative 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.

XI. INSURANCE REQUIREMENTS

A. Vendor agrees to obtain and maintain, at its sole expense, the insurance coverage described below. All insurance must be placed with an insurance company licensed to conduct business in the State of New Jersey and maintaining an A.M. Best Rating of “A” or better with a financial size rating of Class XI or larger. All insurance required herein shall be written on an Occurrence basis, unless otherwise noted, shall contain a waiver of subrogation in favor of Rowan University and the State of New Jersey, and will be in effect no later than 12:01 A.M. at the start of the day of the contract and must remain in effect for the duration of the contract, including any extensions.

B. Vendor agrees that no insurance policy will be cancelled, reduced, or revised without thirty (30) days prior written notice to Rowan University. In addition, required insurance will be primary to any other insurance available and any limitations of Vendor’s insurance will not relieve the Vendor of its indemnification responsibilities to Rowan University and the State of New Jersey per Section VIII. Indemnity.

C. Vendor agrees it will require all sub-contractors retained during the term of Vendor’s contract to comply with all insurance requirement outlined herein.

D. Insurance Required:

1. Workers’ Compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the employees of Vendor who will be engaged in the performance of work under this contract.

2. Employers’ Liability Protection with a limit of liability not less than one million dollars ($1,000,000) bodily injury, each occurrence; one million dollars ($1,000,000) disease, each employee; and one million dollars ($1,000,000) disease, aggregate limit.

3. Commercial General Liability written on a current ISO Occurrence Form or equivalent. The General Liability policy will include, but not be limited to, coverage for bodily injury
including death) and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, sexual abuse and molestation, contractual liability, and fire legal liability. Vendor agrees to maintain the following general liability limits of coverage:

- per occurrence ................................................................. $1,000,000
- products/completed operations aggregate.......................... $3,000,000
- personal and advertising injury........................................ $1,000,000
- general aggregate......................................................... $3,000,000

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

4. Comprehensive Automobile Liability written on an occurrence basis covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence.

5. Excess Liability, umbrella insurance, follow form, applying excess of the commercial general liability, commercial automobile liability and employer’s liability insurance in minimum amounts of five million dollars ($5,000,000) per occurrence, one five dollars ($5,000,000) general aggregate, and five million dollars ($5,000,000) products/completed operations.

6. Pollution Legal Liability insurance policy, if applicable to the services performed under this contract, in minimum amounts of two million dollars ($2,000,000) per occurrence. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that occurred during, or as a result of, the provision of Vendor’s services under this contract, but are not discovered until after completion of services under this contract.

7. Professional (Errors & Omissions) Liability insurance, if applicable, in minimum amounts of two million dollars ($2,000,000) per claim. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that result from the professional services provided during the term of this contract regardless of when a claim is made.

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

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

G. Vendor may, if they so desire, include with their proposal the applicable certificates of insurance. This will expedite the contract award process for the awarded vendor.

H. Within ten (10) days after receipt of notice of intent to award contract, and if applicable, annually thereafter until contract termination, Vendor will furnish Rowan University with Certificates of Insurance evidencing all required insurance.
   1. Certificates must evidence the Additional Insured language.
   2. Certificates will be submitted to the Senior Director of Contracting and Procurement, Rowan University, 201 Mullica Hill Road, Glassboro, NJ 08028.

I. The awarded vendor shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this agreement. The successful proposer agrees to defend, indemnify, and hold harmless Rowan University and its officers, agents, staff members and employees, from all actions, claims, and demands whatsoever that may be asserted by, or
on behalf of anyone, against the University, its officers, agents, staff members and employees because or as a result of, any accident, injury or illness that may occur to or be sustained by any person, agency, or company that arises out of the activities conducted under this RFP by the proposer, their employees or anyone acting on the proposer's behalf.

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

XII. DEFAULT
In case of failure to deliver goods or services in accordance with the contract(s) terms and conditions, Rowan University, after due oral or written notice, may procure substitute goods or service from other sources and hold the contractor(s) responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other solution, which Rowan University may have.

XIII. SALE OR BANKRUPTCY OF BUSINESS
A. If during the life of this Agreement, the awarded contractor 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 contractor, 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 contractor, Rowan University shall have, in addition to the rights previously stated, the right to cancel this Agreement forthwith.

XIV. 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 on: The Office of Contracting and Procurement Website
It will be the responsibility of the prospective vendors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

B. Short procedural inquiries may be accepted by telephone by the buyer noted for this project. However, oral explanations or instructions given over the telephone shall not be binding upon the University. Proposers shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this project.

C. If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture shall be submitted with the joint venture’s submission.

D. 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 nonpropriety 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.

XV. SUBMISSION REQUIREMENTS

A. Submissions should provide a straightforward and concise delineation of the respondent proposal and commitment to satisfy the requirements of the RFP.

B. Vendor’s submissions should include all information noted in the sections above and on the Required Procurement Documents page of this document as well as the following information:

C. Proposals submitted in any other format other than as listed below will be considered informal and may be rejected.

D. The RFP should be concise and shall be organized in a manner so the selection committee may quickly access pertinent information. Every effort should be made to avoid duplicating the information presented in the RFP. The RFP must include and will be evaluated based on the following criteria. Each team’s RFP must include an index and be organized by discrete sections corresponding to the criteria and in the same order as listed below

1. Transmittal Letter:
   a. Proposals must be accompanied by a transmittal letter not to exceed two (2) pages signed by a principal of the firm.

2. Personnel and/or Staffing:
   a. Provide the name and contact information of the individual in your firm that the University should contact regarding questions about your RFP submission. The contact information should include the name of individual, telephone number, and e-mail address (Page 28).
   b. A complete list of names and the roles of key personnel (including sub-contractors as appropriate) proposed to carry out work under this contract, including resumes and/or licenses, relevant experience, hourly billing rates, and longevity in those functions.
   c. A certification that the firm and key personnel assigned to this effort is not aware of any conflicts of interest in the evaluation and review of anticipated submissions. If unable to make such a certification, any potential conflicts must be disclosed.

3. Background, Statement of Qualification & Experience including References:
   a. Description of the firm’s size, history, qualifications and achievements.
   b. Provide a listing of at least five references from current (at least three) and former clients at institutions similar to Rowan University that the University may contact regarding previous work completed.
- Include the name and address of client and the length of relationship.
- Include name, title and telephone number of a contact person at each institution.
- The University reserves the right, but is not obligated to, contact any organization or institution as a reference.

4. **Fee Structure:** See Page 15, Section II and Proposal Pages 28-29.

5. **Licenses/Certifications:** Proof of necessary certifications is required for at least one company representative.

6. **Required Procurement Documents:** All documents requested (Page 3), should be submitted in the listed order.

E. Conditional proposals will not be considered.

F. Please note that we will only accept electronic bid submissions in the form of a USB or CD format via mail or submission through email. **Electronic submission is the official submission of the University and will be treated as such**

G. If mailing in an electronic submission, please place in a sealed envelope clearly labeled with the title RFP 18-37 Water Treatment Services and the vendor’s name and business address.

H. The University prefers single file PDF format of electronic submissions.

I. **Post Award:** Following the notification of award, Vendor(s) will receive a contract along with a request to review terms, deliverables, costs and the University’s expectations in general. You will be able to address any post award questions or concerns at this time. *If you do not receive a contract within 7 days of award, please contact contracts@rowan.edu.*
Contract Deliverables and Requirements, Evaluation

Instructions:

NOTE: THE UNIVERSITY IS NOW ONLY ACCEPTING ELECTRONIC BID SUBMISSIONS. ELECTRONIC SUBMISSIONS WILL BE CONSIDERED AS ORIGINALS AND WILL BE UTILIZED AS THE OFFICIAL DOCUMENTATION FOR EVALUATION AND CONSIDERATION BY THE UNIVERSITY. EVERY REASONABLE EFFORT SHOULD BE MADE SO THEY ARE COHERENT AND EASILY VIEWABLE. ALL REQUIRED DOCUMENTS PERTAINING TO THIS OFFERING MUST BE INCLUDED IN THE ELECTRONIC SUBMISSION.

Instructions:

In order to be considered for the award, vendors must proceed with the following submission options:

Submission Option #1: Submit bid via email to bids@rowan.edu
- Enter the Bid Name and Company Name in the Subject Line
- **DO NOT PROVIDE LINKS OR ANY EXTERNAL LOCATIONS FOR FILES TO BE DOWNLOADED OR RETRIEVED, THE UNIVERSITY WILL REJECT ANY SUBMISSIONS SENT IN THIS MANNER**

Submission Option #2: Mail an envelope to the office of Contracting & Procurement with a USB drive or CD enclosed containing the bid submission (Note: The University is not responsible for USB or CD drives that contain no information or fail upon use).
- Please label all outermost submission packages as follows:
  - **RFP 18-37 Water Treatment Services for Rowan University**
  - **Contracting & Procurement address:**
    - Bunce Hall, Suite 208
    - Rowan University
    - 201 Mullica Hill Road
    - Glassboro, NJ 08028
- **Submit bids no later than 2:00 p.m. on submission due date.**

Respondents are cautioned that reliance on the US Postal Service, other mail delivery, and/or courier service for timely delivery of submissions is at their own risk. Mailing submissions should allow for normal mail delivery time and internal circulation within the University to ensure the timely receipt of their submissions by the Purchasing Office. The University will not be responsible for submissions which do not meet the RFP deadline.
Evaluation and Selection Criteria:
An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified.

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

Submission of a Proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University.

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

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

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

Firms will be awarded points in the following categories:

<table>
<thead>
<tr>
<th>Category</th>
<th>Potential Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications of Key Personnel</td>
<td>0-30</td>
</tr>
<tr>
<td>Experience and Past Performance of Similar Work</td>
<td>0-40</td>
</tr>
<tr>
<td>Ability to Meet All Requirements Per NETA, MTS</td>
<td>0-20</td>
</tr>
<tr>
<td>Proposed Fees for Service</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>
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</table>
The undersigned, in response to Rowan University’s request for proposals **RFP 18-37 Water Treatment Services** having carefully examined the proposal documents and being familiar with the requirements therein, hereby submits their proposal to provide such services meeting the requirements outlined in this RFP.

Print Name &
Title |
---|---
Vendor Name |
Address |
Phone |
E-mail |
Proposer’s
Signature | 

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

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

Contact Name for this Project |
Contact Email |
Contact Phone |

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**Glassboro Campus Total Base Bid**

FROM [PROPOSAL TABLE]

<table>
<thead>
<tr>
<th>Period</th>
<th>Award Date</th>
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<tbody>
<tr>
<td>YEAR 1:</td>
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<tr>
<td>YEAR 2:</td>
<td>7/01/18 – 6/30/19</td>
</tr>
<tr>
<td>YEAR 3:</td>
<td>7/1/19 – 6/30/20</td>
</tr>
</tbody>
</table>

**Camden Campus Including Camden Academic Building Total Base Bid**

FROM [PROPOSAL TABLE]

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<thead>
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</tr>
<tr>
<td>YEAR 3:</td>
<td>7/1/19 – 6/30/20</td>
</tr>
</tbody>
</table>

Proposer's signature below attests that he is familiar with all aspects of this contract and the services to be provided and hereby proposes to furnish all labor, material, equipment & services necessary to complete the work of the particular contract as noted on the following page.

Signature:  
Name:  
Company Name:  
Address:  
Phone #:  
E-mail:  
