Request for Proposals
Refrigerated Kitchen Equipment Repair & Maintenance For
Rowan University

RFP 19-22

Rowan University
The Office of Contracting & Procurement

201 Mullica Hill Road
Glassboro, NJ 08028
Bunce Hall, Suite 208
Phone: 856.256.4171
Email:bids@rowan.edu
## Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Information</td>
<td>2</td>
</tr>
<tr>
<td>• Contact Information</td>
<td></td>
</tr>
<tr>
<td>• Schedule of RFP Events</td>
<td></td>
</tr>
<tr>
<td>Required Procurement Documents</td>
<td>3</td>
</tr>
<tr>
<td>Scope of Services</td>
<td>4</td>
</tr>
<tr>
<td>Contract Deliverables and Requirements</td>
<td>18</td>
</tr>
<tr>
<td>Proposal Page</td>
<td>21</td>
</tr>
</tbody>
</table>
Administrative Information

Institution Contacts:

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

“RFP 19-22 Refrigerated Kitchen Equipment & Repair Service”

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

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

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

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

Due Date:

Bids must be received no later than October 29, 2018 @ 2:00 pm in the Contracting and Procurement Office, located at Rowan University, 201 Mullica Hill Road, Suite #208 Bunce 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 IFB Events:

- Invitation for Bids Issued
- Site Visit
- Questions Due
- Answers Posted to the website
- Bids Due

- October 9, 2018
- October 15, 2018 11:00am
- October 18, 2018
- October 23, 2018
- October 29, 2018 @ 2:00 pm

*Interested parties will meet for a Pre-Proposal meeting in the Chamberlain Student Center, Glassboro Campus. Pre-proposal meetings are recommended but not mandatory. Specifics regarding services will be discussed and general questions regarding the campus layouts will be reviewed. A tour of a sampling of building/system types will be held for this project. Due to the extensive number of buildings/systems to be covered not all sites will be visited. The selected contractor shall be required to assume sole responsibility for the complete effort as required in this specification. No special consideration shall be given after proposals are opened because of the proposer’s failure to be knowledgeable of all conditions existing at the sites.
Required Procurement Documents

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

<table>
<thead>
<tr>
<th></th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposal Page (page 21 of this RFP)</td>
</tr>
<tr>
<td>2</td>
<td>Contractor Certification and Disclosure of Political Contributions Public Law 2005 (form works best with Internet Explorer)</td>
</tr>
<tr>
<td>3</td>
<td>Ownership Disclosure</td>
</tr>
<tr>
<td>4</td>
<td>Non-Collusion Affidavit</td>
</tr>
<tr>
<td>5</td>
<td>New Jersey Business Registration Certificate</td>
</tr>
<tr>
<td></td>
<td>Vendors can check the status of their BRC <a href="#">here</a>. All subcontractors must have a valid NJ Business Registration Certificate</td>
</tr>
<tr>
<td>6</td>
<td>Taxpayer Identification Request (W-9 Form)</td>
</tr>
<tr>
<td>7</td>
<td>Exhibit B: Mandatory Equal Employment Opportunity Language</td>
</tr>
<tr>
<td>8</td>
<td>Construction Contracts; Language “B”</td>
</tr>
<tr>
<td>9</td>
<td>Minority, Female and Small Business Contractors Form</td>
</tr>
<tr>
<td>10</td>
<td>Affidavit of Outreach &amp; Subcontractor Data Sheet</td>
</tr>
<tr>
<td>11</td>
<td>EEO/AA Evidence Disclosure</td>
</tr>
<tr>
<td>12</td>
<td>Subcontractor Disclosure Form</td>
</tr>
<tr>
<td>13</td>
<td>Disclosure of Investment Activities in Iran Form</td>
</tr>
<tr>
<td>14</td>
<td>MacBride Principals Form</td>
</tr>
<tr>
<td>17</td>
<td>Public Works Certificate (supplied by vendor)</td>
</tr>
<tr>
<td>19</td>
<td>New Jersey Policy Prohibiting Discrimination in the Workplace &amp; Model Procedures for Internal Complaints Alleging Discrimination in the Workplace, and Acknowledgement of Receipt</td>
</tr>
<tr>
<td></td>
<td>- Policy: Do not return with package</td>
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<tr>
<td></td>
<td>- Model Procedures: Do not return with package</td>
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</tbody>
</table>

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

Rowan University is seeking to contract with a firm for refrigerated kitchen equipment maintenance and repair services for the University.

The main campus, located in Glassboro, NJ, has over 50 buildings. Although the majority of the equipment can be found in the Chamberlain Student Center, there is equipment located throughout the campuses below including the Cooper Medical School of Rowan University and Rowan University’s School of Osteopathic Medicine.

The University is seeking a qualified contractor to service the following three (3) campuses and any additional properties acquired during the term of contract.

<table>
<thead>
<tr>
<th>Rowan University</th>
<th>Cooper Medical School of Rowan University</th>
<th>Rowan University School of Osteopathic Medicine</th>
</tr>
</thead>
<tbody>
<tr>
<td>201 Mullica Hill Road</td>
<td>401 South Broadway</td>
<td>1 Medical Center Drive</td>
</tr>
<tr>
<td>Glassboro, NJ 08028</td>
<td>Camden, NJ 08103</td>
<td>Stratford, NJ 08084</td>
</tr>
</tbody>
</table>

I. SCOPE OF WORK

Because of the essential life safety aspects of the service contract, proposers are required to meet all criteria outlined in this RFP.

A. This work includes, but is not limited to, preventative maintenance and/or equipment repair; on call services to extend the life of the equipment, minimize breakdowns, and improve the overall efficiency of the equipment while reducing operation costs for all Rowan University campuses.

B. A listing of equipment to be serviced for this RFP can be found on the Contracting & Procurement Department website.
   1. The University reserves the right to add or remove equipment as needed during the life of this contract.

C. 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.

D. 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.

E. Invoicing and Cost Basis Calculations
   1. Rowan University will not allow nor pay any additional costs or surcharges on contractor invoices not already noted on the Proposal Form.
   2. The University reserves the right to review any invoice of the awarded contractor.
      a. Separate invoices shall be submitted for each job/project.
      b. Billing shall occur in a timely manner.
      c. 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.
4. Awarded contractor shall provide a “not to exceed quote” for each project to be reviewed and approved before work begins with the exception of emergency calls.

5. Rowan reserves the right to withhold the entire monthly payment in any month where the contract is not fulfilled.

6. **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.

F. **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 in the services outlined in the Scope for this project.
   2. The Contractor shall submit a copy of any required licenses or certifications with proposal submission package.
   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 five (5) years of experience in the kitchen equipment repair and maintenance industry.

G. **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.
   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. **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.

II. **PRICING**
   A. Prices provided must remain in effect for the dates noted on the Proposal Form.
   B. Proposals shall include labor and price plus costs as indicated on the proposal page.
   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.
III. GENERAL SERVICE CONTRACT TERMS & CONDITIONS

A. Guarantee: The awarded contractor(s) shall fully guarantee all workmanship and parts furnished and installed under this contract against defect for one (1) year after completion. Defects will be repaired or replaced at no charge to Rowan University.

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 Assistant 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 Assistant Vice President of Facilities or their designee upon arriving and departing from Rowan University campus.

3. The Assistant 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 Assistant 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. Storage, Cleaning & Final Clean Up

1. The contractor shall confine his/her apparatus, the storage of his/her equipment, tools and materials and his/her operations and workmen/workwomen to areas permitted by law, ordinances, permits, contract limit lines as established in the contract documents, the rules and regulations of the University or as ordered by the contracting officer and/or University's project manager and shall not unreasonably encumber the site or the premises with his/her materials, tools and equipment.

2. At all times during the progress of the work, the contractor shall keep the premises and the job site free from the accumulation of all refuse, rubbish, scrap materials and debris caused by his/her operations to the end that the premises and site shall present a neat, orderly and workmanlike appearance at all times. This is to be accomplished as frequently as is necessary by the removal of such material, debris, etc. from the site and the owner's premises.

3. Upon completion of the construction, the contractor shall remove all his/her tools, construction equipment, machinery, temporary staging, false work, formwork, shoring, bracing, protective enclosures, scaffolding, stairs, chutes, ramps, runways, hoisting equipment, elevators, derricks, cranes, etc. from the project site.

4. Should the contractor not promptly and properly discharge his/her obligation relating to cleaning and final clean-up, the University shall have the right to employ others and to charge the cost thereof to the contractor after first having given the contractor a three (3) working day written notice of such intent.

5. In each instance, the clean-up work shall be performed by the contractor.

6. All construction equipment, materials or supplies of any kind, character or description of value belonging to the contractor which remains on the job site for more than thirty (30) days from the date of the certificate of final acceptance and completion issued by the University to the contractor shall become the absolute property of the University. It shall be disposed of in any manner the University deems reasonable and proper. Disposal costs will be the responsibility of the contractor.

G. Cut-overs, Tie-ins, Interruptions to Existing Buildings: All cut-overs of inter and tie-ins to existing building shall be scheduled and coordinated in advance with the University's representative and shall be done at a time convenient to the University so as not to unreasonably interfere with its operations.

H. Openings, Channels, Cutting & Patching

1. The contractor shall be responsible for furnishing and setting of sleeves, built-in items, anchors, inserts, etc. for his/her work and for all cutting, fitting, closing-in, patching, finishing or adjusting of
his/her work in a new and/or existing construction as required for the completed installation. Where applicable, the contractor shall build these items into the construction.

2. The contractor shall build recesses, channels, chases, opening and flues and shall leave or create holes where on drawings or where directed for steam, water or other piping, electrical conduits, switch boxes, panel boards, hues and ducts or any other feature of the heating and ventilating work.

3. The contractor shall close, build-in and finish around or over all openings, chases, channels, pockets, etc. after installation has been completed.

I. Protection of Contractor’s Property The contractor shall adequately secure and protect his/her own tools, equipment, materials and supplies. The University assumes no liability for any damage, theft or negligent injury to the contractor’s property or to the property of his/her employees, agents or sub-contractors.

J. Guarantee: The awarded contractor(s) shall fully guarantee all workmanship and products furnished and installed under this contract against defect for one (1) year after completion. Defects will be repaired or replaced at no charge to Rowan University.

K. Contractor(s) shall supply Rowan University with all warranty information whether it be expressed or implied.

L. All equipment, parts and/or supplies used shall be new and original equipment manufacturer (OEM).

M. 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.

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

O. 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.

P. All proposers shall be required to comply with the Time and Materials criteria established by the Rowan University Board of Trustees. The criteria are attached to this offering.

Q. If awarded contractor(s) is summoned for work he/she shall report and sign in and out with the Assistant Vice President for Campus Recreation, Student Center and Conference Services in Rowan’s Division of Student Affairs, or their designee, upon arriving and departing from Rowan University campuses.

R. The awarded contractor(s) shall not shut down any equipment unless permission is first obtained by the Assistant Vice President for Campus Recreation, Student Center and Conference Services in Rowan’s Division of Student Affairs, or their designee. The awarded contractor(s) shall comply with all Federal-Mandated OSHA lockout/tag out procedures.

S. The Assistant Vice President for Campus Recreation, Student Center and Conference Services in Rowan’s Division of Student Affairs, 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.

T. It is the responsibility of the awarded contractor(s) to keep the Assistant Vice President for Campus Recreation, Student Center and Conference Services in Rowan’s Division of Student Affairs, 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.
IV. TERM OF CONTRACT:

A. The anticipated contractual period will be for one (1) year with four (4) possible renewals of one year each, subject to budgetary approval on a yearly basis. Rowan University reserves the right to alter this time period upon review of all proposals.

NOTE: In order to better align with Rowan’s fiscal year, the first year of the initial proposed contract will begin upon award of contract. All subsequent years (2-5) will run from July 1st of the applicable year and end on June 30th of the following year.

B. The University reserves the right to terminate the awarded 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 ten (10) 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 Assistant Vice President for Campus Recreation, Student Center and Conference Services in Rowan's Division of Student Affairs, 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 Assistant Vice President for Campus Recreation, Student Center and Conference Services in Rowan's Division of Student Affairs, 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 Assistant Vice President for Campus Recreation, Student Center and Conference Services in Rowan's Division of Student Affairs, 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.

4. The contractor, or his authorized representatives, shall meet periodically with the Assistant Vice President for Campus Recreation, Student Center and Conference Services in Rowan's Division of Student Affairs, or their designee, to discuss the services and to make amendments or changes in procedures and operations as may be found necessary.
E. There will be a meeting with the successful contractor and Rowan University prior to the start of the contract.

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

IV. INSURANCE REQUIREMENTS

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

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

C. Insurance Required:

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

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

3. **Commercial General Liability** written on a current ISO Occurrence Form or equivalent. The General Liability policy will include, but not be limited to, coverage for bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, sexual abuse and molestation, contractual liability, and fire legal liability. Vendor agrees to maintain the following general liability limits of coverage:
   - per occurrence .......................................................................................... $1,000,000
   - products/completed operations aggregate ........................................ $3,000,000
   - personal and advertising injury................................................................. $1,000,000
   - general aggregate .................................................................................. $3,000,000

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

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

5. **Excess Liability, umbrella insurance**, follow form, applying excess of the commercial general liability, commercial automobile liability and employer’s liability insurance in minimum amounts of one million dollars ($1,000,000) per occurrence, one million dollars ($1,000,000) general aggregate, and one million dollars ($1,000,000) products/completed operations.

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

7. Professional (Errors & Omissions) Liability insurance, 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.

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

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

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

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

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

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

V. **VENDOR PERSONNEL**

A. While on University property:
   1. All personnel shall observe all rules and regulations in effect at Rowan University governing safety and personal conduct.
   2. Vendor employees shall be subject to control of the University but under no circumstances, shall such persons be deemed to be employees of the University.

B. The vendor or his personnel shall not represent themselves or be considered as employees of Rowan University or the State of New Jersey.

C. **CRIMINAL BACKGROUND CHECKS ARE MANDATORY** for all non-university personnel performing work on the Rowan University Campus. Vendors, consultants, contractors and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the campus community. Failure to comply with this requirement may result in immediate termination of any award or contract.

D. The proposer shall be solely responsible for all damage or unauthorized destruction to any Rowan University buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.

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

F. While on University premises, all vendor employees must wear attire that identifies them as vendor’s employee with identification visible.
G. All vendor motorized vehicles shall be identified with the company’s name and/or logo in clear view.

VII. COMPLIANCE LAWS
A. The awarded vendor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder. Including, but not limited to:
   1. Vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
   2. If awarded a contract, winning vendor will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
   3. Rowan University is committed to affirmative action and equal opportunity in all areas of operation. Those submitting proposals must certify that their firm has an updated affirmative action/equal opportunity program.
B. All vendors submitting proposals must not be barred or otherwise suspended from doing business with government entities as evidenced by the SAM (System for Award Management) database, fka EPLS.
C. All vendors shall be able to comply with the requirements of Public Law 2005, Chapter 51, N.J.S.A. 19:44A-20.13-25 (Formerly Executive Order 134) and Executive Order 117 (2008).
D. Where conflict among the compliance requirements or with these specifications exists the most stringent requirements shall be utilized.
E. The most recent edition of any relevant regulation, standard, document, or code shall be in effect.

VIII. REPRESENTATIONS AND WARRANTIES
In submitting a bid for this offering, the vendor expressly warrants that:
A. The vendor has legal capacity to execute and perform any Agreement arising from this RFP.
B. Any Agreement arising from the award of this RFP is a valid and binding Agreement enforceable against the vendor according to its terms.
C. The execution and performance of an agreement by the vendor does not, and will not, violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.
D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.
E. The vendor knows of no reason why the vendor is in any way, physically, legally, or otherwise, precluded from performing the obligations under an Agreement arising from this RFP, in accordance with its terms, including without limitation those relating to health and safety.
F. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.
G. The vendor warrants and represents that products, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

IX. INDEMNITY
A. The awarded vendor agrees to indemnify, protect, save harmless, and defend Rowan University, its governors, officers, employees, and agents from and against any and all claims, losses, costs, damages, and expenses, including legal costs and attorney fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of work performed by the Proposer, its agents or employees, alone or with others, or resulting from or arising out of services provided jointly by the Proposer, its agents or employees or servants.
B. Vendor shall reimburse, and make good to the University all monies, which the University or its representatives shall pay, or cause to be paid, or become liable to pay, by reason of such claims, or in connection with any litigation, investigation or other matters connected therewith.
C. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

VI. 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.

VII. 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.

X. GENERAL
A. Rowan University may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted at: The Office of Contracting and Procurement Website
   It will be the responsibility of the prospective vendors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.
B. Short procedural inquiries may be accepted by telephone by the buyer noted for this project. However, oral explanations or instructions given over the telephone shall not be binding upon the University. Proposers shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this project.
C. If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture shall be submitted with the joint venture’s submission.
D. Any modifications to the bid document prior to award may invalidate entire submission.
E. The awarded firm may not assign sell or sub-contract its obligations under the contract to any third party without prior approval in writing by the University.
F. Rowan reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan.
G. Rowan reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
H. Patents: The Suppliers shall hold and save the University, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense for or on account of any patented or unpatented invention, article, or applicable manufacturer or use in materials and forms of construction as will satisfy the University’s requirements.
I. Submission as Public Information and Property of Rowan
Submissions will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Open Public Records Act for non-proprietary 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.

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.

XIII. SUBMISSION REQUIREMENTS

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

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

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

2. Personnel and/or Staffing:
   a. Provide the name and contact information of the individual in your firm that the University should contact regarding questions about your RFP submission. The contact information should include the name of individual, telephone number, and e-mail address (Page 17).
   b. A complete list of names and the roles of key personnel (including sub-contractors as appropriate) proposed to carry out work under this contract, including resumes and/or licenses, relevant experience, hourly billing rates, and longevity in those functions.
   c. A certification that the firm and key personnel assigned to this effort is not aware of any conflicts of interest in the evaluation and review of anticipated submissions. If unable to make such a certification, any potential conflicts must be disclosed.

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

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

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

E. Conditional proposals will not be considered.

F. 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 19-22 Refrigerated Kitchen Equipment & Repair 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 19-22 Refrigerated Kitchen Equipment & Repair Services
- Contracting & Procurement address:
  Bunce Hall, Suite 208
  Rowan University
  201 Mullica Hill Road
  Glassboro, NJ 08028
- Submit bids no later than 2:00 p.m. on submission due date.

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

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

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

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

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

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

Firms will be awarded points in the following categories:

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<th>Category</th>
<th>Potential Points</th>
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<td>Personnel / Staffing</td>
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<td>Pricing</td>
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<td>References</td>
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Please provide at least three (3) references:

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<th>Name &amp; Address of Current Client</th>
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The undersigned proposer, in response to Rowan University’s Refrigerated Kitchen Equipment Repair & Maintenance, RFP 19-22, having carefully examined the proposal documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such products and services meeting the requirements outlined in this RFP, accordance with the proposal attached hereto.

Print Name & Title
Vendor Name
Address
Phone
E-mail

Proposer’s Signature

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

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

Contact Name for this Project
Contact Email
Contact Phone
**PRICING**

The undersigned hereby proposes to furnish all labor, materials, tools, equipment and services to perform the RFP 19-22, Refrigerated Kitchen Equipment Repair & Maintenance, per the terms and conditions of the proposal specification. The term of the proposal is as stated below with the right to award options terms on an annual basis.

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**Cost Plus (+)**

Vendors(s) are to enter a markup on invoice costs for supplies/equipment used in conjunction with this proposal. Awarded vendors are required to submit any/all invoices upon request.

Vendor Markup percentage of your cost

Proposer’s Signature: ________________________________ Date:__________