



**Request for Proposals**

**Combination Appliance  
for  
Rowan University**

**RFP 19-70**

**Rowan University  
The Office of Contracting & Procurement**

201 Mullica Hill Road  
Glassboro, NJ 08028  
Laurel Hall 2<sup>nd</sup> Floor Room 207  
Phone: 856.256.4171  
Email: [bids@rowan.edu](mailto:bids@rowan.edu)

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## Administrative Information

### Institution Contacts:

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

***"RFP 19-70 Combination Appliance for Rowan University"***

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](mailto: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](mailto:gannon@rowan.edu)

### Due Date:

Bids must be received no later than **May 22, 2019 Contracting and Procurement Office**, located at Rowan University, 201 Mullica Hill Road, Laurel Hall, 2<sup>nd</sup> floor, Room 207 Glassboro, NJ 08028.

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

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

### Schedule of RFP Events:

- |                                 |                       |
|---------------------------------|-----------------------|
| • Invitation for Bid Issued     | • May 7, 2019         |
| • Questions Due                 | • May 14, 2019        |
| • Answers Posted to the website | • May 17, 2019        |
| • Bids Due                      | • May 22, 2019 2:00pm |

### **Required Procurement Documents & Bidder's Checklist**

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.

| <b>Required Procurement Documentation &amp; Bidder's Checklist</b>   |   |  |
|--|---|--|
| <b>Failure to include the below requested documentation will result in automatic rejection of bidder's submission.</b> |   |  |
| 1  | Proposal Page & Pricing Sheets  |  |
| 2  | Proof of Ability to Obtain Required Insurance   |  |
| 3  | Acknowledgement of Receipt of Addenda (if any issued)   |  |
| 4  | <a href="#">Ownership Disclosure</a>  |  |
| 5  | <a href="#">Disclosure of Investment Activities in Iran</a>   |  |
| 6  | <a href="#">Subcontractor Utilization Plan</a>  |  |
| <b>Failure to include the below requested documentation may result in rejection of bidder's submission.</b>            |   |  |
| 7  | <a href="#">Ch51 Contractor Certification and Disclosure of Political Contributions Public Law 2005</a>   |  |
| 8  | <a href="#">Ch271 Vendor Certification &amp; Political Contribution Disclosure Form</a>   |  |
| 9  | <a href="#">EEO/AA Evidence Disclosure</a>  |  |
| 10   | <a href="#">Exhibit A Mandatory EEO Language for Goods, Professional Services &amp; General Service Projects</a>  |  |
| 11   | <a href="#">Exhibit B Mandatory Equal Opportunity Language</a>  |  |
| 12   | <a href="#">Macbride Principals Form</a>  |  |
| 13   | <a href="#">New Jersey Business Registration Certificate</a> Vendors can check the status of their BRC <a href="#">here</a> .   |  |
| 14   | <a href="#">New Jersey Policy Prohibiting Discrimination in the Workplace &amp; Model Procedures for Internal Complaints Alleging Discrimination in the Workplace and Acknowledgement of Receipt.</a> |  |
| 15   | <a href="#">Non-Collusion Affidavit</a>   |  |
| 16   | <a href="#">Taxpayer Identification Request (W-9 Form)</a>  |  |

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 or firms for the exclusive right to rent a combination microwave, refrigerator, freezer appliance to Rowan University students living in University Housing.

### **I. SCOPE OF WORK**

Rowan University's main Glassboro Campus has a total built housing capacity of 5,064 bed spaces. Of these, 2,811 bed spaces are in traditional residence halls. Students in residence halls are typically assigned to double occupancy rooms (2 bed spaces per room). 2,253 bed spaces are within apartment complexes. Each apartment contains a refrigerator in the kitchen, provided by Rowan University. In addition, Rowan University maintains a mandatory housing policy requiring all freshmen and sophomore students to live in university housing or commute from a parent's/guardian's home.

#### **A. General Product Description and Specifications:**

The University is seeking combination appliances meeting the following minimum requirements:

1. Combination appliance with a refrigerator, freezer and microwave.
2. Product must have a separate freezer door.
3. Appliance must use only one standard electrical outlet for electric supply.
4. The university is interested in equipment designed to use the lowest possible amount of energy as measured by kWh per year.
5. Appliances must be Energy Star rated. **Vendors must submit a copy of the Energy Guide for the appliance showing the projected energy usage and the Energy Star label.**
6. Product(s) must be UL® listed. **Vendors must submit documentation from UL® with the bid package that will certify that the proposed product(s) will satisfy this requirement during the period of the contract.**
7. Dimensions are not to exceed: Height 44", Width 19", Depth 21"
8. The university is interested in equipment that is designed to provide the greatest possible internal capacity within the dimensions indicated.
9. At the start of the contract all rental units must be new.
10. In subsequent years, all units rented must be clean and in good condition at time of delivery to students. Units must have no food debris, stains, significant dents, scratches, writing or markings, glue residue or other aesthetic blemishes.
11. Vendor must provide color brochures of proposed machines.

#### **B. Vendor Responsibility:**

1. Rent directly to students for an annual or per semester fee.
  - a. The price paid by the student should include any sales tax associated with the rental.
  - b. To accommodate students entering the University at the beginning of the spring semester, the selected vendor will offer a one-semester contract at a pro-rated reduced price.
  - c. To accommodate students who cancel their housing contract, withdraw from the University, or move to a housing option that already has an appliance, the vendor will offer a pro-rated refund schedule.
2. Conduct a comprehensive mailing directly to eligible students each summer.
  - a. All material mailed to students must be approved by the University prior to mailing.
  - b. The University will provide a list of addresses of students who have a contract for housing.
  - c. Vendor will be responsible for all costs associated with the mailing.
3. Vendor must be present at each of the first-year student orientations' resource fairs (10 during June and July). A schedule of dates and times will be provided by the University in the spring

term. Representative must be knowledgeable of the equipment and program, possess informational materials to hand out to students, and have a sample unit on hand to show.

4. Guarantee delivery of units for students who are required to move in early in August. Because the early move in date changes from year to year, the vendor will work with the University to determine a deadline for orders to be considered for the early move-in delivery as well as a specific delivery date for all early move-in customers. The delivery for early move-in customers would typically happen during the second week of August.
5. Guarantee delivery of the units prior to scheduled freshman move in date each academic year for all orders received from students by August 21 for the fall semester and by December 20 for the spring semester. The university may grant an extension of this deadline at its sole discretion.
  - a. The selected vendor will deliver and install the unit in each student's room.
  - b. Where there is a specific available location for the unit to be installed and plugged in, the vendor will install the unit in that location.
  - c. The unit will be removed by the vendor within 15 days following the end of the student's rental period.
6. Vendor is responsible for verifying accuracy of all delivery locations at the time of installation.
7. Vendor will be responsible for removal and disposal of packaging materials and trash.
8. Many residential buildings do not have elevators. Vendor will make every effort to not damage the stairwells in the process of delivery.
9. Meet with representatives from the University prior to "opening weekend" in order to develop a pre-delivery and retrieval plan for both semesters that is mutually agreeable.
10. Vendor must be present during the main first-year student move-in day, typically the Saturday of Labor Day weekend. Representatives must be stationed at a central campus location available to answer questions and take new orders. Vendor must also have a reasonable number of appliance units accessible on campus for the vendor to deliver on move-in day for the purpose of immediately responding to customer service needs.
11. Vendor must give the University at least one business day notice for any scheduled deliveries or pick-ups during the academic year. The vendor will need to check-in at the RLUH office and be escorted to the occupied locations on their list. Prior notice allows the University to arrange for staff availability (typically after 10 AM) and building keys.
12. The vendor agrees to pay for all freight, handling and installation costs, including delivery to and from the various residential areas of the University.
13. Vendor will pay a commission to the University for each unit rented.
  - a. The commission will be due no later than October 15 for the fall term.
  - b. Any additional commission due to the University for units rented for Spring Semester will be due no later than February 15.
14. Agree to provide service throughout the school year to ensure that all units are functioning properly and student needs and room transfers are handled promptly and professionally.
  - a. A two-day response time is required for all service calls.
  - b. In the event a unit cannot be repaired during the service call response, a replacement unit must be provided to the student at no additional cost to conclude the service call, as to not further impact the student.
  - c. In the event a unit is damaged through abuse, the selected firm may recover the cost to repair and/or replace the unit via direct billing to the student for any amount in excess of the damage deposit.
  - d. The University will not be responsible for any payment for rental or damage/repair of a unit, nor will it be responsible for any collection of payment for rental or damage/repair of a unit.
15. Vendor will provide the University with a stock of 10 spare units without cost, which will be held in

storage on campus. The purpose of these units is for the University to respond immediately with a unit to a student room to satisfy an extraordinary or unforeseen situation immediately.

16. Provide a toll free or local telephone number posted on every unit for service/repairs which will either be answered by a person or answering service during normal working hours (8:00 a.m. – 5:00 p.m.) Monday through Friday.
17. Provide the vendor's e-mail and web site address, posted on every unit.
18. Assess no fees for reasonable wear and tear of the units.
  - a. The vendor will provide a "condition at delivery" form with each unit, and allow students the opportunity to note any existing damages or other conditions which may result in damage fees.
  - b. If the damages are beyond reasonable wear and tear, the vendor may deduct the cost of damages from student's damage deposit.
  - c. If the amount is beyond the damage deposit, the student may be charged a reasonable price for restoring the unit to an appropriate condition or replacing the unit.
  - d. The amount of refunded damage deposits or additional charges will be calculated by the vendor and paid directly to the student within 15 working days following the end of the academic year.
  - e. Specific terms pertaining to damages will be included in the student rental agreement.
19. Vendor agrees to maintain a database of all students renting a unit and provide the information to the University prior to delivery.
20. Carry insurance meeting requirements detailed below.

**C. University Responsibilities:**

The University will:

1. Provide addresses to the vendor each year for students contracted to reside in University housing for the fall semester.
2. The University will provide to the vendor additional addresses for new students planning to reside in university housing during the spring semester.
3. Work with the vendor to verify room assignments, transfers, etc.
4. Provide access into student rooms on the agreed upon date for installation of units prior to student move in.

**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 per unit (room/apartment) basis, and limited to the work actually performed on any job/project.
  1. Costs included in rate: Benefits, normal travel time, insurance, taxes, vehicles (company and/or employee), any other overhead, profit, and other miscellaneous cost.
- D. Please include a price schedule for the first year of the contract as well as two additional years. The following must also be included:
  1. The total rental price to be paid per academic year/semester by the University for rentals directly paid for by the university. Note that the University is exempt from New Jersey sales tax, and this price should not include any sale tax.
  2. The total rental price to be per academic year/semester paid by students for rentals the student pays including a commission payable to the University.

### III. **TERM OF CONTRACT**

- A. The anticipated contractual period will be for three (3) years with two (2) possible renewals of two (2) years 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:*** *The first year of the initial proposed contract will begin on the date of the award notification due to services that will be needed throughout summer 2019. All subsequent years will run from July 1 of the applicable year and end on June 30<sup>th</sup> 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.

### IV. **PROCEDURAL REQUIREMENTS AND AMENDMENTS**

- A. The awarded vendor will comply with all procedural instructions that may be issued from time to time by the Contracting Officer of the University or designee.
- B. During the contract period, no change is permitted in any of its conditions and specifications unless the awarded vendor receives written approval from the Contracting Officer or respective designee.
- C. Vendors must supply Rowan University with any/all applicable warranty information, whether expressed or implied.
- D. Should the awarded vendor find at any time that existing conditions make modification in requirements desirable; it shall promptly report such matters to the Contracting Officer or designee of the University for consideration and decision.
- E. During the period of contract or any extension thereof, the University reserves the right to add or delete specific devices.
- F. Rowan University may make changes in the general scope of the contract services provided by the vendor by written notice. The vendor shall promptly comply with the notice and shall bring all subsequent services in conformance with the notice.
- G. If any such changes causes a material increase or decrease in the vendor's cost of operation or the time required for attainment of required service levels, an equitable adjustment in the contract cost or time allotted for fulfillment of the contract shall be negotiated and the contract modified accordingly. Any change, alteration or modification of any contract will be valid and binding only if a submittal of a proposal, vendor hereby agrees to negotiate on good faith.
- H. The awarded vendor's engagement partner and/or manager might be required to meet periodically with the Contracting officer or her representatives to discuss services.



**V. VENDOR PERSONNEL**

- A. SUBCONTRACTORS:** No subcontractors are permitted for this project.
- B.** While on University property:
  - 1. All personnel shall observe all rules and regulations in effect at Rowan University and DMAHS governing safety and personal conduct.
  - 2. Vendor employees shall be subject to control of the University, but under no circumstances, shall such persons be deemed employees of the University.
- C.** Vendor personnel shall not represent themselves or be considered as employees of Rowan University or DMAHS.
- D. 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.
- E.** The proposer shall be solely responsible for all damage or unauthorized destruction to any Rowan University and DMAHS buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.
- F.** The Vendor shall remove from the Rowan University or DMAHS work place, any of its employees who are found to be unacceptable by the University. Such requests will not be unreasonable.
- G.** At all times, vendor personnel shall be in professional attire with clear identification of the company's name, logo, and person's name.

**VI. 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. Required Procurement Documents & Bidder's Checklist:** All documents requested (**Page 2**), 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. Addenda:**
- H. Post Award:** Following the notification of award, Vendor(s) may 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 seven days of award, please contact [contracts@rowan.edu](mailto:contracts@rowan.edu).*

### Submission Instructions

**NOTE: THE UNIVERSITY IS NOW 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:

Submit bid via email to [bids@rowan.edu](mailto:bids@rowan.edu)

- Enter the Bid Name and Company Name in the Subject Line.
- Submit bids no later than 2:00 p.m. on submission due date.
- 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

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 reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan.
- 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:**

| <b>Scoring Criteria</b>  | <b>Weight</b> |
|--|---------------|
| <b>Specifications of the rental unit (overall usability and documented energy consumption)</b> | 0-40          |
| <b>Expertise and Capacity</b>  | 0-40          |
| <b>Cost Proposal</b>   | 0-20          |

### **Proposal Page**

The proposer states that he/she has carefully examined the specifications of 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.

|                    |  |
|--------------------|--|
| <b>Name</b>        |  |
| <b>Title</b>       |  |
| <b>Vendor Name</b> |  |
| <b>Address</b>     |  |
|                    |  |
|                    |  |
| <b>Phone</b>       |  |
| <b>Email</b>       |  |

|                  |  |
|------------------|--|
| <b>Signature</b> |  |
|------------------|--|

*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 within your firm that the University should contact regarding questions about your submission. The contact information should include the name of individual, telephone number, and e-mail address

|                         |  |
|-------------------------|--|
| <b>Point of Contact</b> |  |
| <b>Phone</b>            |  |
| <b>Email</b>            |  |

Proposal Page (Continued)

The undersigned hereby proposes to furnish all labor, materials, tools, equipment and services to perform the RFP 19-70, Combination Appliance, 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.

| Academic Year Rental | University Rental Price<br>(Tax Exempt) |          | Student Rental Price<br>(Including commissions and Tax) |          |
|----------------------|---|----------|---|----------|
|                      | Academic Year                           | Semester | Academic Year   | Semester |
| 2019-2020            | \$                                      | \$       | \$  | \$       |
| 2020-2021            | \$                                      | \$       | \$  | \$       |
| 2021-2022            | \$                                      | \$       | \$  | \$       |
| 2022-2023            | \$                                      | \$       | \$  | \$       |
| 2023-2024            | \$                                      | \$       | \$  | \$       |

Proposed Commission per year for each rented unit:\$\_\_\_\_\_

Proposer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **TERMS & CONDITIONS SPECIFIC TO ROWAN UNIVERSITY**

### **I. 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 bid.
- B.** Any Agreement arising from the award of this bid 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 bid, 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 the furniture, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

### **II. DEFAULT**

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

### **III. SALE OR BANKRUPTCY OF BUSINESS**

- A.** If during the life of this Agreement, the awarded vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser. In this event, the new owner(s) may, in Rowan University' discretion, be required to submit a performance bond in the amount of the value of services to be delivered pursuant to this Agreement.
- B.** In the event of the institution of any proceedings by or against the awarded vendor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of the vendor, Rowan University shall have, in addition to the rights previously stated, the right to cancel this Agreement forthwith.

### **IV. INDEMNIFICATION**

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.

- A.** 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.

- B. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

**V. INSURANCE**

- 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.
- B. The General Liability, Automobile Liability and Pollution Legal Liability policies shall each name Rowan University and the State of New Jersey as additional insureds.
- C. Vendor shall bear all costs of all policy deductibles.
- D. 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.
- E. 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.
- F. 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 bid by the proposer, their employees or anyone acting on the proposer's behalf.
- G. Rowan University, as a State funded University, will not indemnify vendors in any form.

## **VI. ROWAN UNIVERSITY GENERAL**

- A. Rowan University may need to issue one or more addenda related to this bid. Such addenda shall be added to the original bid document and posted at the Contracting and Procurement [website](#) : *It will be the responsibility of the prospective vendors and other interested parties to familiarize themselves with the website and visit it regularly during the bid process for updated information or addenda related to this bid.*
- B. Short procedural inquiries may be accepted by telephone by the buyer noted for this project. However, oral explanations or instructions given over the telephone shall not be binding upon the University. Bidders shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this project.
- C. If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture shall be submitted with the joint venture's 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 bid 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.
- 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 bid, 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 bid 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 bid 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.** The bidder is required to carefully examine the work proposed, the specifications and any drawings for the work, and to compute the quantities of labor or material entering therein, and to determine for himself, the difficulties incidental to the prosecution of the work, and the presentation of a bid shall be considered as conclusive evidence of such examination
- V.** Unless specifically noted within this bid, [Rowan's Standard Terms and Conditions](#) take precedence over any special terms and conditions contained in this bid.
- W.** Bidders assume sole responsibility for the complete effort required in this bid. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this bid. By submitting a bid in response to this offering, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this bid.

- X.** 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.
- Y.** 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.
- Z.** Rowan University reserves the right to cancel this contract with thirty (30) days written notice to the vendor(s) with or without cause.
- AA.** No party, including any respondent to this bid, is granted any rights hereunder.
- BB.** The bid submitted by the vendor shall be binding on the vendor.
- CC.** Rowan University reserves the right to seek clarification and additional information at any point in connection with vendor information or other communication regarding this bid.

**VII. PRICE AND PAYMENT GENERAL**

**A. PRICE FLUCTUATION DURING CONTRACT**

Unless otherwise agreed to in writing by the University, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or vendor's price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Senior Director of Contracting and Procurement must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause.

**B. AVAILABILITY OF FUNDS**

The University's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the University or the State of New Jersey for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency and made available through receipt of revenue.

**TERMS & CONDITIONS: SPECIFIC TO NEW JERSEY STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS**

Rowan University is an agency of the State of New Jersey thus requiring University compliance with all State regulations. The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

Where conflict among the compliance requirements or with these specifications exists the most stringent requirements shall be utilized. The most recent edition of any relevant regulation, standard, document, or code shall be in effect.

It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

**I. BUSINESS REGISTRATION**

Pursuant to N.J.S.A. 52:32-44, the University is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the University.

- A.** The contractor shall maintain and submit to the University a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the University a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.
- B.** Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.
- C.** The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the University. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

**II. ANTI-DISCRIMINATION**

All parties to any contract with the University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

- A.** The vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

**III. PREVAILING WAGE ACT**

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the University, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is their guarantee that neither they nor any subcontractors they might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also their guarantee that they and any subcontractors they might employ to perform the work covered by this proposal shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

**IV. AMERICANS WITH DISABILITIES ACT**

The vendor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.

**V. MACBRIDE PRINCIPLES**

The vendor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

**VI. RIGHT TO AUDIT**

Pursuant to N.J.A.C. 17:44-2.2, Rowan University and the State, including the Office of the Comptroller, has the authority to audit or review contract records that are relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

**VII. MAINTENANCE OF RECORDS**

The vendor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the bid. Such records shall be made available to the University and the State, including the Comptroller, for audit and review.

**VIII. PAY TO PLAY PROHIBITIONS**

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- A.** Make or solicit a contribution in violation of the statute;
- B.** Knowingly conceal or misrepresent a contribution given or received;
- C.** Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D.** Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- E.** Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;

- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

**IX. POLITICAL CONTRIBUTION DISCLOSURE**

The vendor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the vendor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or online at <http://www.elec.state.nj.us/>.

**X. OWNERSHIP DISCLOSURE**

Pursuant to N.J.S.A. 52:24.2, in the event the vendor is a corporation, partnership or sole proprietorship, the vendor must disclose their ownership.

**XI. STANDARDS PROHIBITING CONFLICTS OF INTEREST**

The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the University pursuant to Executive Order No. 189 (1988).

- A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g;
- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards;
- C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any University officer or employee, State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of a University officer or employee, State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;
- D. No vendor shall influence, or attempt to influence or cause to be influenced, any University officer or employee, State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

- E. No vendor shall cause or influence, or attempt to cause or influence, any University officer or employee, State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F. The provisions cited above shall not be construed to prohibit a University officer or employee, State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

**XII. TAX CHARGES**

Rowan University is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

**XIII. NEW JERSEY PROMPT PAYMENT ACT**

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of receipt and acceptance of goods and services.

**TERMS & CONDITIONS SPECIFIC TO NEW JERSEY STATE LAW REQUIRING MANDATORY COMPLIANCE BY  
CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**

**I. COMPLIANCE CODES**

The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

**II. PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

**III. BUILDING SERVICE**

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

**IV. THE WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the University must be labeled by the contractor in compliance with the provisions of the statute.

**V. SERVICE PERFORMANCE WITHIN U.S.**

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Senior Director of Contracting and Procurement shall be performed within the United States, except when the Senior Director of Contracting and Procurement certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the New Jersey State Treasurer.

- A.** A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to of the Terms and Conditions provided, unless previously approved by the Senior Director of Contracting and Procurement and the State Treasurer.

**TERMS & CONDITIONS SPECIFICALLY RELATED TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY  
FEDERAL FUNDS**

The provisions set forth in the following section applies to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

**I. PROCUREMENT OF RECOVERED MATERIALS**

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this section modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A.** Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
- 1.** Paper and paper products listed in 40 C.F.R. 247.10;
  - 2.** Certain vehicular products as listed in 40 CFR 247.11;
  - 3.** Certain construction products listed in 40 C.F.R. 247.12;
  - 4.** Certain transportation products listed in 40 C.F.R. 247.13;
  - 5.** Certain park and recreation products, 40 C.F.R. 247.14;
  - 6.** Certain landscaping products listed in 40 C.F.R. 247.15;
  - 7.** Certain non-paper office products listed in 40 C.F.R. 247.16; and
  - 8.** Other miscellaneous products listed in 40 C.F.R. 247.17.
- B.** As defined in 40 CFR 247.3, “recovered material” means:
- 1.** Waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
  - 2.** For purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
    - a.** Postconsumer materials such as –
      - Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
      - All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
    - b.** Manufacturing, forest residues, and other wastes such as --
      - Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other



- converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
  - Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
  - Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
  - Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
  - Fibers recovered from waste water which otherwise would enter the waste stream.
3. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in the subsections above. For all contracts subject to this section, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

## II. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- D. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
  - 1. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
  - 2. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
  - 3. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
  - 4. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of

future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**III. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**IV. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**V. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED**

Contracts and subgrants of amounts in excess of \$ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**VI. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## Addenda