

RFP 25-07
DESIGN SERVICES FOR
SEASONAL FROST TEST
FACILITY

REQUEST FOR PROPOSALS (RFP)

Rowan University
The Office of Contracting & Procurement

201 Mullica Hill Road
Glassboro, NJ 08028
Phone: 856.256.4171

Email: bids@rowan.edu

Table of Contents

Proposal Specifications	
Administrative Information & Schedule of Events	2
Required Procurement Documentation	3
Introduction	4
Project Overview	4
Project Description	5
Scope of Work	10
Pricing	14
Term of Contract	14
Procedural Requirements & Amendments	14
Bidder Personnel	15
Public Solicitation General	15
Submission Requirements	17
Proposal Submission & Instructions	19
Evaluation & Selection Criteria	20
Proposal & Pricing Page	22
Modification Form	24
Terms & Conditions:	
Rowan University Terms & Conditions	25
Specific to New Jersey State Law	32
Specific to New Jersey State Law & by Contractors Based on Contract Type	38

Administrative Information and Schedule of Events

Questions:

All questions must be submitted via email to bids@rowan.edu with the name and number of the bid in the subject line.

Questions will not be accepted by telephone. All questions submitted will be answered on **The Office of Contracting and Procurement website** on the date indicated below.

Point of Contact:

Stacie Mori
Office of Contracting & Procurement
E-mail: mori@rowan.edu

Due Date:

Proposals must be received no later than the submission due date and time listed in the **Schedule of Events** below through the *Bid Submission Portal*. **Proposals will only be accepted electronically.**

In order to be considered for the award, all electronic proposals must be received at the appropriate required time. Any proposal not received on time may be rejected.

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

Schedule of Events		
Event	Date	Time
Bid Issued	12/10/24	
Site Visit*	12/17/24	10:00am
Questions Due	12/23/24	
Answers Posted to Website	01/7/25	
Submissions Due	01/14/25	2:00pm

Dates are subject to change. All changes will be reflected in Addenda issued.

***Site Visit**

12/17/24 @ 10 am
South Jersey Technology Park
107 Gilbreth Parkway
Mullica Hill, NJ 08062-4446

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.

All forms can be found [here](#) and should be submitted with your final bid package. Please download and execute accordingly.

Failure to include the below requested documentation with the Proposal shall result in automatic rejection of Proposer’s submission.			
Rowan University Comments			
1	Acknowledgement of Receipt of Addenda	If any issued, may not be applicable.	
2	Certification of Non-Involvement: Russia or Belarus Prohibition		
3	Disclosure of Investment Activities in Iran		
4	Ownership Disclosure	Must be fully executed <i>and</i> notarized.	
5	Subcontractor Utilization Plan	If no subs, please add “n/a” and sign.	
Failure to include the below requested documentation with the proposal may result in rejection of Proposer’s submission.			
6	Certification of Services to be Performed in the United States		
7	Ch51 Contractor Certification/Disclosure of Political Contribution		
8	Ch271 Vendor Certification & Political Contribution Disclosure		
9	Confidentiality & Commitment to Defend		
10	Disclosure of Investigations & Other Actions Involving the Vendor		
11	Exhibit A: Mandatory EEO Language for Goods, Professional Services, & General Service Projects • Complete Form AA-302		
12	MacBride Principals Form		
13	Modifications Acknowledgement		
14	New Jersey Business Registration Certificate	Check the status of BRC here .	
15	Non-Collusion Affidavit	Must be fully executed <i>and</i> notarized.	
16	Proof of Ability to Obtain Required Insurance		
17	Taxpayer Identification Request (W-9)		
If applicable to the project, Prevailing Wage			
18	Public Works Contractor Registration Certificate	Must be certified at date of submission.	

* Submission requirements for redactions can be found [here](#).

Introduction

The South Jersey Technology Park (SJTP) was established by Rowan University through a grant awarded by the New Jersey Economic Development Authority. The goal of SJTP is to lead the economic revitalization of Southern New Jersey through an integrated program of science and technology initiatives. SJTP's mission is to expand and strengthen the unique research and learning environment of Rowan University, establish a technology-based entrepreneurial economy, and create value for its surrounding communities in their economic, physical and social development. SJTP is incorporated as a non-profit corporation, South Jersey Technology Park @ Rowan University, Inc. to fulfill this mission.

This Request for Proposal (RFP) will highlight requirements for design and delivery of a Seasonal Frost Test Facility at SJTP which is located on Route 322 (Mullica Hill Road) near the junction of Rt. 55 in Mantua Township. Directions can be found here: <https://sjtechpark.org/location/>

Rowan University invites proposals from qualified, licensed professionals to provide feasibility through project close-out services for the new project as defined below.

Project Overview

The new Seasonal Frost Test Facility will be one-of-a-kind venture. It will be a standalone facility constructed next to the existing CREATES Laboratory hanger. The facility will house the Heavy Vehicle Simulator (HVS) and allow full scale testing. This state-of-the-art facility will allow CREATES and Rowan University to achieve the following research goals:

1. Develop innovative construction and building materials for the Arctic and subarctic regions.
2. Develop pavements that are resilient and more capable of sustaining excessive deformations occurring in these cold regions due to seasonal frost thawing and loss of land, stability; and,
3. Study the effects of pavement construction on the underlying permafrost.



Project Description

The University is seeking an engineering design team that will bring the below requirements to life in a functioning facility constructed to maintain the extreme temperatures of the facility and designed in compliance with local, state and federal regulations.

The new Seasonal Frost Test Facility shall consist of two main areas with ancillary spaces as describe below:

1. The full-scale testing facility will be evaluating the field performance of different pavement structures at extremely low temperatures.
2. Lab processing space to support the full-scale testing facility by monitoring the pavement strips being tested.
3. An anteroom is required to access the full-scale testing facility from the lab processing space for safety purposes. This shall be a minimum of 5'X 5'.
4. Typical building spaces: All-Gender toilet room, custodial area, IRT closet/cabinet.

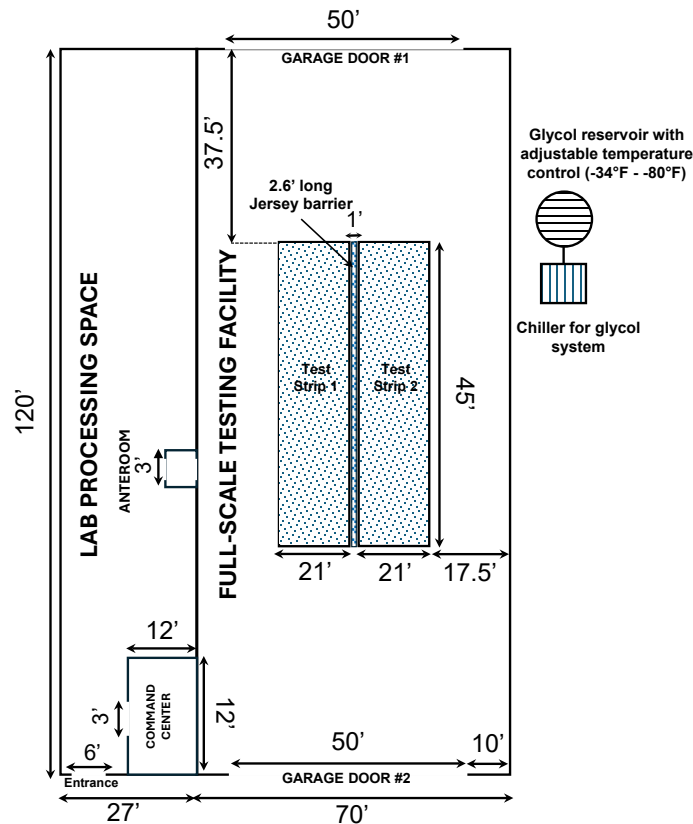


Figure 1: PROPOSED FLOOR PLAN

5. The full-scale testing facility shall be 120'-0"D X 70'-0"W X 20'-0"H. This facility **MUST** regulate air and soil temperatures to maintain permafrost conditions despite external weather conditions. The water content of the soil should be controllable as well.

Additional specifications that should be met by the facility are listed below:

- a. There should be a minimum of 17.5' gap between the existing HVS building (from the opposite side of the HVS command center as shown in Figure 1) and the Frost Test Facility.
- b. This facility should be capable of housing the HVS and two (2) pavement test strips, side by side. Note that the HVS is electrically powered and produces no emissions during the accelerated loading test. Additionally, The HVS is 15' tall so any light fixtures, HVAC equipment, or anything else mounted to the ceiling or walls must be above this elevation with enough clearance. For safety purposes, warning signs and barriers will be placed around the pavement strips when HVS is running.
- c. Each pavement strip shall be 45' long, 21' wide, and 15' deep. This depth is necessary for constructing permafrost layers. [An access ramp should exist on both ends of each test strip extending to the bottom of the strip, to allow access for construction equipment and the installation of pavement](#)

sensors. A one-foot (1 ft) wide concrete wall will be constructed to separate between both test strips. The concrete wall shall be supported by a concrete foundation (this is to prevent failure due to filling one test strips with materials and keeping other one open) as shown in Figure 2 to ensure its durability and stability.

- d. A temperature control system should be installed in each pavement strip. Figure 2 illustrates a cross-section of both pavement strips with cooling piping (1 supply and 1 return for glycol) and a gravel drainage layer. These pipes will be connected to frost panels (8 ft. by 10 ft.), which will be directly placed at the surface of each pavement strip. Using these frost panels, the temperature of the ground will drop to -34°F .
- e. Two glycol reservoirs with adjustable temperature control (-34°F to 80°F) should be installed next to the frost facility. One reservoir for low temperatures and one for high temperatures. These reservoirs should be properly insulated with a minimum volume of 2,000 gallons. In addition, a chiller should be placed and connected to both glycol reservoirs, as shown in Figure 1. The hot reservoir will be used for section-thawing/defrosting operations.
- f. The building should also have an HVAC system capable of maintaining an air temperature of -20°F to 75°F regardless of the outside temperatures/weather conditions. This is necessary to simulate ambient conditions as found in various seasonal frost locations.
- g. This gravel layer will have drains in the floor to allow water to be removed and water inlets to allow water to be added.
- h. Moisture sensors should be installed on the walls of the test strips to measure the water level within each test strip. This will facilitate the addition and drainage of water as needed for each experiment.

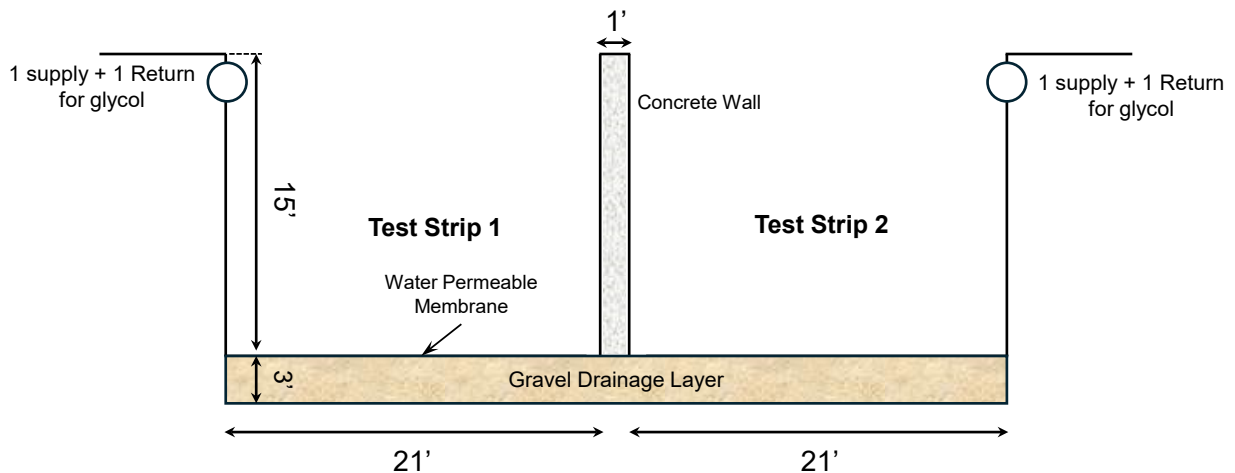


Figure 2: SECTION AT TEST STRIP & GRAVEL DRAINAGE LAYER

- i. There should be a 37.5' gap between the ends of the building and the test strips. This end space is critical to allow the front and rear ends of the HVS

to fit within the building. Note that the HVS is significantly longer than the 45' test strip length.

- j. There should be a space of 17.5' between each side of the test strips and the building walls to allow personnel to safely walk around the HVS with any equipment that may be necessary for testing or repair.
- k. **The facility should have two (2) 50' wide by 18' tall, heated doors.** One at the center of each end of the facility as shown in Figure 3. These are to facilitate the movement of construction equipment such as paver, milling machine, and compactors during the construction of the pavement strips. These doors should also be properly insulated to maintain low temperatures inside the facility during testing.
- l. **The facility should have two exits for emergencies.**

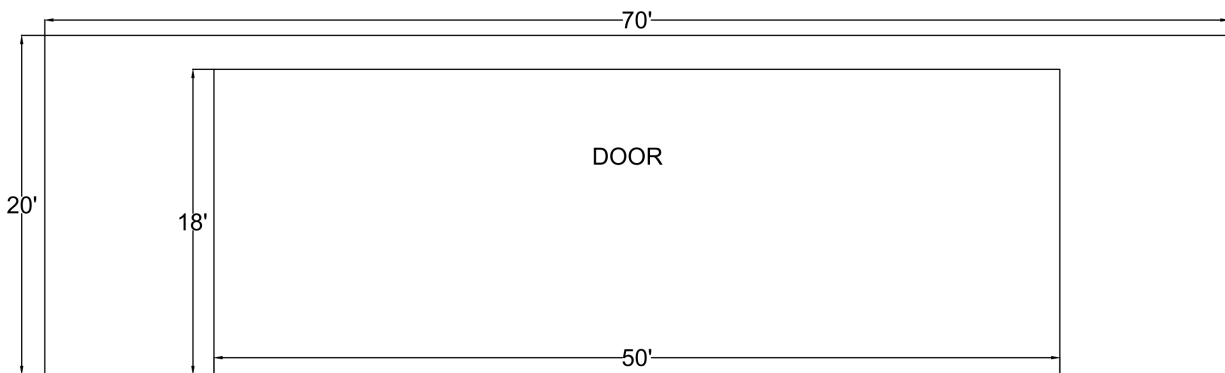


Figure 3: ELEVATION VIEW

- m. Each Test strip should have (1) 480V 200A 3-phase pin and sleeve receptacle, (2) 208V 100A phase pin and sleeve receptacles, and (2) 120V 20A duplex receptacles. All should have their own dedicated circuits. See Figure 1 for the proposed layout.
 - n. The facility should also have 120V-20A duplex receptacles spaced regularly around the perimeter. Each receptacle should be on a dedicated circuit. These receptacles are for general purpose use separate from the HVS receptacles, such as, but not limited to, tools and data acquisition equipment.
 - o. This facility should also have two cranes and track system mounted to the ceiling or wall capably of applying loads of:
 - a. 6,000 lbs. (26.7 kN) for lifting small equipment and material
 - b. 60,000 lbs. (267 kN) for full-scale static testing.
6. The lab-processing space shall be 120'-0"D X 27'-0"W X 20'-0"H. This space will also house several pieces of lab equipment necessary to characterize the different mixtures forming each pavement strip. Figure 4 illustrates an equipment plan showing different equipment to be installed such as the fume hood, compactors, ovens, **counters with sinks**, and lab benches. This coordination of equipment is a responsibility of the designer.

Legend

- FH = Fume hood
- LB = Lab Bench
- I = Eye-Wash Station & Safety Shower
- C = Compactor
- P = PyroClean
- O = Oven
- TO = Tall Oven
- CL = CoreLok
- W = Water Bath
- FT = Fan Table
- SR = Storage Room
- WC = Water Closet

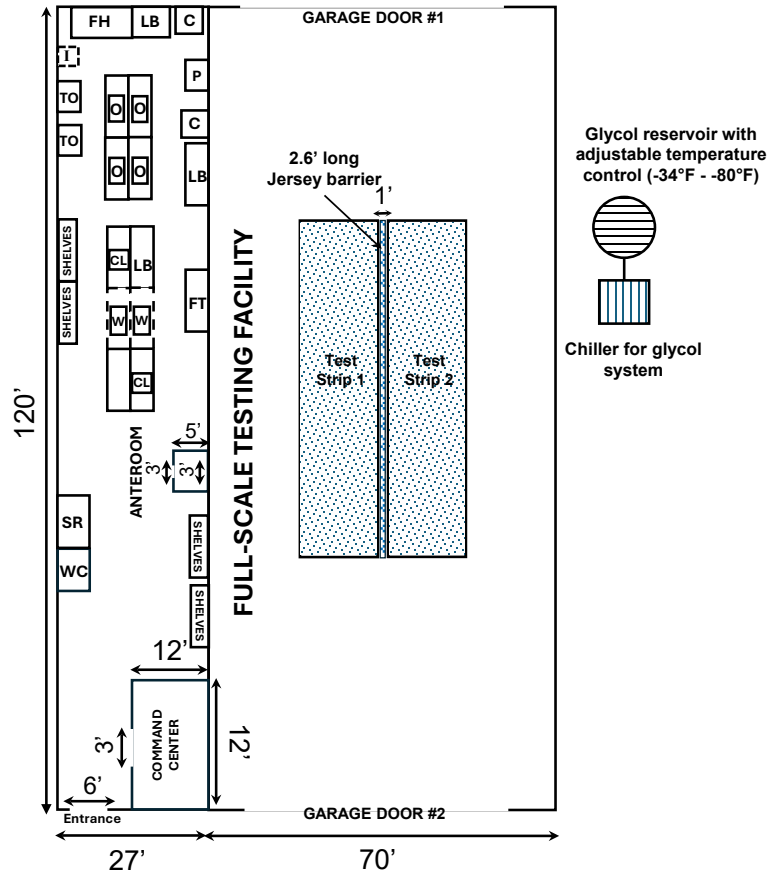


Figure 4: EQUIPMENT PLAN

The lab-processing space should also include:

- a. An HVAC system capable of maintaining an air temperature of 65°F to 75°F.
- b. A 6' wide aluminum double glass entrance swing door (Figure 5).
- c. A 12' by 12' command office for monitoring the HVS, collecting data from the sensors, and serving as a warm-up room for people working in the facility. This room should also include a 3' wide by 2' long glass window for observing the HVS in the full-scale testing facility.
- d. A 5' by 5' anteroom connecting the lab-processing space to the full-scale testing facility. This room will contain all the weatherproof outwear (i.e., jackets, boots, coats, etc.) needed before entering the full-scale testing facility in extremely low temperatures.
- e. At least 1 sink for cleaning of tools and pans.
- f. Local exhaust ventilation, such as elephant trunk exhaust, or dedicated ducts running off of ovens used for heating asphalt to maintain safe air quality.
- g. Fume hood with vacuum pump and cold-water supply built in as well as flammable cabinets below.
- h. Dedicated exhaust to roof for Pyroclean (ignition style equipment cleaning oven). This oven needs its own separate exhaust to prevent blowback of soot into the lab.
- i. Floor drain below the water baths, labeled as "W" on lab drawing.

7. IRT equipment to be considered. This coordination of equipment is a responsibility of the designer.
 - a. New fiber to the facility
 - b. [Fiberoptic from command center to a switch in the facility where data can be collected.](#)
 - c. card readers both wireless and hardwired
 - d. wireless access points
 - e. AV needs
 - f. LAN drops
 - g. Security cameras
8. This project shall be conducted in two phases.
 - a. Phase 1: Complete a Feasibility/Schematic Design (SD) along with an anticipated project schedule and estimate to be reviewed and approved by the University. Based on the outcome, the University may decide not to proceed with the project.
 - b. Phase 2: Design Development (DD), Construction Documents Phase (CD), Permitting Phase (PM), Bidding and Contract Award Phase (BCA), Construction Administration Phase (CA), Project Close-Out Phase (PCO)
9. General Requirements of the project:
 - a. Efforts shall be made to achieve cost savings whenever possible.
 - b. The University intends to hire an Owner's Representative to manage this project and a Construction Manager to oversee the construction. The design team is expected to coordinate work efforts with these individuals.
 - c. Recommendations of proposed Alternates, Unit Prices, Allowances shall be made throughout the design process.
 - d. Review Appendix B: Draft copy of the contract Modified AIA B104 – 2017 Agreement Between Owner and Architect for conformance prior to bid submission.
 - e. This facility must be designed in compliance with local, state and federal regulations.
 - f. **A cost estimate is required at each design phase is the responsibility of the designer.**
 - g. **A projected project schedule shall be submitted as part of the proposal.**

I. SCOPE OF WORK

The selected Design Professional shall provide all services necessary for the completion of the project as described, including but not limited to the following:

- A. Schematic Design Phase
 1. Hold a design kick off meeting with university stakeholders to discuss how the space will be used. **Review information contained in this RFP document to ensure accuracy.** Generate Meeting Minutes and the Project Programming Document as a result of this meeting.
 2. Survey of the existing area to gain a comprehensive understanding of the existing building, utilities, building systems, occupancies, and all existing conditions as required to provide the required deliverables.

3. Written and graphic description of the project intent, design conditions, space requirements and concept design of the site plan, building floor plan(s), building elevations.
 4. **Provide Statement of probable costs and conceptual estimate.**
 5. Provide a Schedule for all phases of design, permitting, bidding and construction.
 6. Submission drawings should be progress prints made from partially finished contract drawings.
 7. Points on interconnection to existing utility infrastructure systems.
 8. Systems Analysis (mechanical and electrical) addressing the following for alternative systems:
 - a. Code impact
 - b. Operating costs (including utility costs)
 - c. Maintenance Costs
 - d. Construction costs
 - e. System life expectations
 - f. Impact on existing utility infrastructures. Must investigate existing support systems to ensure capacity is available.
 - g. Meeting Minutes from all Programming Meetings with University stakeholders.
- B. Design Development Phase
1. Written and graphic description of the project intent, design conditions, space requirements and concept design of the building floor plan.
 2. **Revised Cost Estimate: outline of proposed Alternates, Unit Prices, Allowances.**
 3. Revised Project Schedule (same format as schematic design).
 4. 50% complete technical specifications including a detailed sequence of operation of all mechanical and electrical equipment.
 5. 50% complete contract drawings including:
 - a. Cover Sheet including all required code information
 - b. Floor Plans
 - c. Interior Elevations
 - d. Sections/Details
 - e. Structural Plans and Calculations, if applicable.
 - f. HVAC Drawings including the routing of ductwork, piping and accurate ATC, airflow and piping diagrams. Ductwork shall not be single lines at this stage. They shall be depicted with a few key sections for clearance reviews.
 - g. Plumbing plans including riser diagrams
 - h. Fire Protection Layout
 - i. Life Safety Systems Layout
 - j. Electrical Plans including single line diagrams and basic panel schedules
 - k. Security
 - l. Tele/Data
 - m. Audio / Visual
 - n. Furniture and Equipment Layouts
 - o. Interior Finishes and Presentation Boards
 - p. Drawings shall indicate all necessary equipment service clearances.
 - q. Specific manufacturers' catalog cuts giving a complete description of all proposed equipment.
 - r. Determine if connection points and rough-in of existing utilities should include present loads,

- s. available capacities or material change from the previous submission.
- t. Meeting minutes from Design Development coordination meetings.

C. Construction Documentation Phase

1. **Final project cost estimate indicating construction costs, FF&E costs, AV costs, design costs, permit fees, contingencies, escalation estimates and a cost for each anticipated alternate.**
2. Revised Project Schedule and a written description of cases forcing changes to the project schedule.
3. 100% complete bound project manual complete with general and technical sections which have been reviewed for proper coordination between trades. (General Sections including Instructions to Bidders, General Conditions, Division 0 and 1 Sections, etc. will be provided by the University to be incorporated into the overall Project Manual)
4. 100% complete contract drawings which will detail the installation of all equipment and materials to the effect of a functional system in accordance with the intent of the program.
5. 100% DCA permit and plan review fee calculation sheets.
6. Final design drawings must include schematics of:
 - a. Air Flow, Water flow, Temperature Control PID Diagrams may be combined with above schematics; Electrical single line showing the service entrance, distribution system panels, motor control centers, conversions to mechanical equipment, fire alarm system, zoning, smoke/heat detectors, etc.

D. Permitting Phase

1. File applications with the DCA for plan review via the DCA's eFile service. This requires drawings to be digitally sealed by a 3rd party certification company. Include Rowan Project Manager as an alternate viewer of the project.
2. Provide the University one (1) hard copy set of the DCA plan review documents.
3. Responses to all DCA comments until Permits are acquired in a timely manner.
4. Upon approval by the DCA for the permit application documents, provide the University one PDF and hard copy, signed and sealed, set of documents for use in the field (DCA requirement).
5. The Design Professional will be responsible for any and all applications, and providing the required documents to the remaining Authorities Having Jurisdiction in order to full permit the project. The Design Professional will provide hard copies and PDF copies of all application documents to the University.

E. Bidding and Contract Award

1. Attend Informational Meeting/Site Walk.
2. Answer RFIs during question and response period.
3. Prepare a conformed set of contract documents for the University and the Contractor prior to the start of Construction.

F. Construction Administration Phase

1. Chair project Pre-construction Meeting, bi-weekly construction progress meetings, and contractor required pre-installation meetings.
2. Prepare and distribute meeting minutes. Minutes must be distributed for consumption within 96 hours after meetings.

3. Respond to all requests for information and other contractor job specific questions. If questions cannot be addressed via email, fax or over the phone, etc., have appropriate consultants attend progress or pre-installation meeting to address issues in person.
4. Provide all required sketches, architects supplemental instructions, bulletins, etc., as required to ensure clarity of design intent to contractor.
5. Review and approve contractors Schedule of Values Continuation Sheet Unit Breakdown.
6. Along with University Facilities Designated Representative:
 - a. Review and approve contractors' application for payment
 - b. Review and approve contractors progress schedule
 - c. Review and approve allowance authorization or change order requests
 - d. Review and approve contractor submittals and shop drawings
 - e. Review and confirm test reports for compliance with Contract Documents

H. Project Close-Out Phase

1. Develop punch list.
2. Verify correction of punch listed items.
3. Prepare a record set of contract as-built drawings, specifications, shop drawings, etc., (provide electronic copies in AutoCAD and PDF format).
4. Prepare a final conformed set of contract drawings (should include all design modifications which occur after the project is bid in PDF format)
5. Review, approve, and secure all close-out documentation required from the contractor, including all maintenance and operating manuals, guarantees, warranties, testing and balancing reports, equipment testing certificates, etc.
6. Assist University and contractor in acquiring final DCA inspections.
7. Along with University Project Manager, review and approved contractors invoice for final payment, consent of surety any lien waivers, or other required final release documentation and extended insurance certificates.
8. Support/Defend the University in any claims as a result of the project.
9. Schedule an 11-month Warranty Meeting with the University Project Manager and the Contractor, to walk the building, identifying any open warranty items that need to be addressed prior to the expiration of the Contractor's Warranty.

I. Intent of Contract

1. Project documents provided for this contract are intended to require the contractor to provide for everything reasonably necessary to accomplish the proper and complete finishing of the work.
2. All work and materials included in the specifications and not shown on the drawings or shown on the drawings but not in the specifications, shall be performed and/or furnished by the contractor as if described in both.
3. Any incidental materials and/or work not specified in the drawings or specifications which are, nevertheless, necessary for the true development thereof and reasonably inferable therefrom, the contractor shall understand the same to be implied and required and shall perform all such work and furnish all materials as if particularly delineated or described therein.
4. Should there be an obvious error between the drawings and specifications, the most stringent constraints of the conflicting information shall be assumed by the contractor, unless otherwise stated in writing by the University Project Manager or designee, and the contractor shall complete the work as reasonably required, consistent with the intent of such drawings and specifications as interpreted by the University.

5. When a conflict exists between scope specific information in this RFP and the Project Specifications, and/or accompanying documents, the Project Manual and accompanying documents take precedence.
6. For more information about the Project, please view the accompanying documents on the [Contracting & Procurement Website](#).

II. PRICING

- A. Base bid must include all labor, materials, equipment, supervision, coordination efforts, services, filing fees, security, insurance and all other associated or related items specified herein that are necessary to complete the work.
- B. No bid may be withdrawn for ninety (90) days.
- C. All costs associated with the successful competition of this project, must be included in the base bid on the proposal page.
- D. Prices provided must remain in effect for the dates noted on the Proposal Form.
- E. Proposals shall include labor and price plus costs as indicated on the proposal page.
- F. 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), and other overhead, profit, and other miscellaneous cost.

III. TERM OF CONTRACT

- A. Contract period will be for the amount of time necessary to complete all the requirements of this RFP as determined by the documents and contract provided by the Rowan University Facilities Planning & Construction Department.
- B. In the event that the University terminates services, written notice will be provided fourteen (14) days in advance of termination date.

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. **BIDDER PERSONNEL**

- A. **SUBCONTRACTORS:** Rowan University desires to contract with a general contractor under a single prime contract agreement. Rowan University will not contract with subcontractors directly.
 - 1. While on University property:
 - 2. All personnel shall observe all rules and regulations in effect at Rowan University governing safety and personal conduct.
- B. Vendor personnel shall not represent themselves or be considered as employees of Rowan University.
- 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, including but not limited to refusal to comply with campus policies and/or damage or harm to individuals or property. Such determinations on risk to the community shall be in Rowan's sole and absolute discretion in accordance with all applicable laws. A contractor's failure to comply with this requirement may result in immediate termination of any award or contract. Failure to comply with this requirement may result in immediate termination of any award or contract.
- D. The bidder shall be solely responsible for all damage or unauthorized destruction to any Rowan University and 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 Rowan University, any of its employees who are found to be unacceptable by the University. Such requests will not be unreasonable.
- F. At all times, vendor personnel shall be in professional attire with clear identification of the company's name, logo, and person's name.

VI. **PUBLIC SOLICITATION 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 Office of 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 from 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-propriety information. **It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.**
- J. All submissions will become the property of Rowan.
- 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 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 shall 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 after contract execution for any task or subtask called for under this contract in accordance with applicable law. In such an event, the Senior Director of Contracting and Procurement (Senior Director) shall provide advanced, written notice to the vendor.
 - a. 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) calendar 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. SUBMISSION REQUIREMENTS

- A. Bid 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.
- B. Bids submitted in any other format other than as listed below will be considered informal and may be rejected.
- C. The Bid submission 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 Bid submission. Each Bid submission should include a table of contents and be organized by sections corresponding to the items and in the same order as listed below, provided however, failure to include a table of contents will not result in automatic disqualification.
 - a. **Cover Letter:** Bid submissions may be accompanied by a cover letter not to exceed two (2) pages signed by a principal of the firm. Failure to include a cover letter will not result in a disqualification of the bid.
 - b. **Organizational Information**
 - c. **Relevant Projects Experience** Bidder's documented experience in projects of a similar scope and size in relation to the work required by this RFP as well as relevant project experience.

- d. Scope of Services**
 - e. Proposal & Pricing Page:** Fully executed.
 - f. Required Procurement Documents & Bidder's Checklist:** All documents requested (**Page 4**), should be submitted in the listed order.
 - g. Schedule Duration**
- D.** Bid submissions shall not contain URLs (Uniform Resource Locators) or web addresses. The internet contains dynamically changing content, inclusion of a URL or web address in a bid submission is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web page changes.
- E.** Conditional bids will not be considered.
- F. 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.*

Proposal Submission & Instructions

Rowan University accepts electronic proposal submissions only. Electronic submissions are treated as original documents and will be considered the official documentation for evaluation and consideration by the University.

[BID SUBMISSION PORTAL](#)

ALL REQUIRED DOCUMENTS PERTAINING TO THIS OFFERING MUST BE INCLUDED IN THE ELECTRONIC SUBMISSION.

(Ctrl + Click to follow link)

Instructions:

1. Select Proposal Submission Portal link above.
2. You will be routed to the Proposal Submission Portal.
3. You will be asked to provide the following:
 - a. Proposal Number
 - b. Project Name
 - c. Company Name
 - d. Point of Contact
 - e. Point of Contact Email* *Email address should match Vendor Point of Contact listed on Proposal Page.*
 - f. Submission Documents

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

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, in accordance with applicable law.*
- 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.

Professional Qualifications

1. The design professional shall have completed, at a minimum, two facilities of equal complexity & scope in the last ten years. These facilities must demonstrate a proven example of process engineering and building function.
2. At least one member of the design team shall hold a professional license in the state of New Jersey.
3. The Design Professional shall not sell, transfer, assign or otherwise dispose of this contract to any third party for the performance of their work. Exceptions are services outside their normal expertise, eg: structural engineering. All subcontractors must be approved prior to the start of work by the Vice President of Facilities or designee.

Firms will be awarded points in the following categories:

Scoring Criteria	Weight
Organizational Information	0-15
Scope of Services	0-20
Relevant Project Experience	0-30
Pricing (Hourly Rates)	0-20
Schedule Duration	0-15

Pricing & 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.

Name	
Title	
Vendor Name	
Address	
Phone	
Email	

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 all corrections.

Vendor Point of Contact

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.

Point of Contact	
Phone	
Email	

Pricing Section

	Cost
Feasibility/Schematic Design	\$
Design Development	\$
Construction Documentation	\$
Permitting	\$
Bidding & Contracting	\$
Construction Administration	\$
Close Out	\$
Reimbursable Expenses Not to Exceed	\$
Total	\$

Additional Services and Fees if Applicable

Hourly rates must be provided by each contractor for any equipment that may be utilized during the course of work. Vendors must utilize this Proposal Page, listing which trade is being represented. This page shall be used as many times as necessary by the proposing contractor to represent all applicable trades being applied for. If an individual trade requires more than one table to list all equipment, then submitting multiple tables on the same trade is acceptable.

Note: Hourly rates will not apply to items such as small hand tools, personal protection equipment, consumables, etc.

Additional Services	Hourly Rate
Estimating	\$
Renderings	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Name of Company			
Signature		Date	

Modifications

Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not:

- A.** Provide any defense, hold harmless or indemnity.
- B.** Waive any statutory or constitutional immunity.
- C.** Apply the law of a state other than New Jersey.
- D.** Procure types or amounts of insurance beyond those Rowan University already maintains or waive any rights of subrogation.
- E.** Add any entity as an additional insured to Rowan University policies of insurance.
- F.** Pay attorneys' fees, costs, expenses, or liquidated damages.
- G.** Promise confidentiality in a manner contrary to New Jersey's Freedom of Information Act.
- H.** Permit an entity to change unilaterally any term or condition once the contract is signed.
- I.** Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
- J.** Agree to automatic renewals for term(s) greater than month to-month.

By signing the terms and conditions, contract, bid, or other offer to do business with the University your entity understands and agrees that:

- A.** The above Agreement provisions will not be modified and are thereby incorporated into any agreement entered into between the University and your entity; that such terms and conditions shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
- B.** The above Agreement provisions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary.
- C.** Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other end users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.

Name of Company	
Signature	Date

ROWAN UNIVERSITY TERMS & CONDITIONS

I. REPRESENTATIONS AND WARRANTIES

The vendor expressly warrants that:

- A.** The vendor has legal capacity to execute and perform any Agreement arising from this quote, contract, and/or public solicitation.
- B.** The Agreement is valid, binding, and 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 request for proposals, 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.

II. GOVERNING LAW, JURISDICTION, ATTORNEY'S FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to any applicable conflict of laws provision. Vendor hereby irrevocably and unconditionally agrees that any suit, action or other legal proceeding arising out of or in connection with this Agreement, or the transactions contemplated hereby, shall be brought in the courts of record of the State of New Jersey or the courts of the United States located in said state, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection to the venue of any such suit, action or proceeding in any of such courts. In the event a suit or action shall be instituted in connection with any controversy arising out of this Agreement, the prevailing Party shall be entitled to receive, in addition to its costs, all attorneys' fees, including attorneys' fees and costs upon appeal.

III. 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 remedy which Rowan University may have.

IV. 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

V. LIABILITIES

A. LIABILITY COPYRIGHT

The vendor shall hold and save Rowan University and its officers, agents, students, servants, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

B. INDEMNIFICATION

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.

1. 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.
2. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this agreement.

C. INSURANCE RFP

1. 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.
2. The 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.
 - a. 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
- personal and advertising injury
- general aggregate

\$3,000,000

\$1,000,000

\$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.
 8. Cyber Breach/Privacy Liability Insurance, providing coverage for 1) Privacy Liability, Network Security Liability, and Regulatory Liability; 2) Payment Card Industry (PCI) Fines, Penalties, and Assessments; 3) Breach Response Costs including Data Forensics, Public Relations, and Privacy Counsel, and 4) Notification, Credit Monitoring, and Identity Theft Restoration Costs. The limits of liability will be in minimum amounts of 15 million dollars (\$15,000,000). 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 all claims received after the termination date of the claims-made policy.
- A. The General Liability, Automobile Liability and Pollution Legal Liability policies shall each name Rowan University and the State of New Jersey as additional insureds.
 - B. Vendor shall bear all costs of all policy deductibles.
 - C. 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.
 - D. 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.
 - E. 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 request for proposals by the proposer, their employees or anyone acting on the proposer's behalf.

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

VI. FORCE MAJEURE

- A. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.
- B. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

VII. PAYMENT TERMS, SCHEDULE, & COMPENSATION

A. TAX CHARGES

The University is exempt from State sales or use taxes and Federal excise taxes. Tax charges must not be included in the vendor's price quotations. The State's Federal Excise Tax Exemption number is 22-75-0050K.

B. PAYMENT TO VENDORS

Payments for goods and/or services purchased by the University will be made only against the Vendor's Invoice. The vendor's Invoice in duplicate together with original Bill of Lading, express receipt, and other related documentation must be sent to the University on the date of each delivery.

- C. All cost will not exceed a total of agreed upon amount, inclusive of any reimbursable.
- D. All fees will be paid to Vendor within 30 days upon acceptance of the deliverable. Full completion is required for payment. No earnest money or partial or periodic payments will be made.
- E. All fees are to be considered 'all inclusive' and to be paid in the form of a University Check.
- F. Rowan University, unless specifically agreed upon within scope of contract, does not reimburse or pay for any of the travel or lodging needs of the contracted Vendor.

G. AVAILABILITY OF FUNDS

To the extent permitted by law, the University's obligation to make payments for work not yet commenced under this contract is contingent upon the availability of appropriated funds and/or receipt of revenues and/or bond proceeds from which payment for contract purposes can be made.

H. NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 2A:30A-1 et seq., requires owners, including the University, to make payment for work within thirty (30) calendar days of the billing date, provided the work has been approved and certified by the owner or the owner's authorized agent.

VIII. TERMS GOVERNING ALL PUBLIC SOLICITATIONS ISSUED BY ROWAN UNIVERSITY'S

A. CONTRACT AMOUNT

The estimated amount of the contract(s), as stated in Rowan University's Proposal & Pricing Page, shall not be construed as either the maximum or the minimum amount which the University shall be

obligated to order as the result of this request for proposals, or any contract entered because of this request for proposals.

B. CONTRACT PERIOD AND EXTENSION OPTION

If, in the opinion of the University's Purchasing Director, it is in the best interest of the University to extend any contracts entered as a result of this request for proposals for a period of all or any part of a year, the contractor will be so notified of the University's Purchasing Director intent at least 30 days prior to the expiration date of the existing contract. If the extension is acceptable to the contractor, at the original prices and on the original terms, notice will be given the contractor by the University's Purchasing Director in writing. In such cases a net Performance Bond must be submitted by the contractor on a pro rata basis of the original Performance Bond to cover the period of the extension, at the sole discretion of the University.

C. UNIVERSITY RIGHT TO REJECT ALL PROPOSALS

The University reserves the right to reject any or all proposals in accordance with applicable law, or to award in whole or in part if deemed to be in the interest of the University. In the case of tie proposals orders shall be awarded to the vendor or vendors best meeting all specifications and conditions.

D. VENDOR RIGHT TO PROTEST-INTENT TO AWARD

Except in cases of emergency, proposers have the right to protest the University's proposed award of the contractor as announced in the notice of intent to award. Unless otherwise stated, a proposer's protest must be received no later than 48 hours after the date on the notice of intent to award. In cases of emergency, the University may eliminate the right to protest. Proposer's protest must be in writing and delivered to the University's Purchasing Director. The protests must include the specific grounds for challenging the award.

Within one week of receipt of the written protest, the University's Purchasing Director shall give written notification of the University's acceptance or rejection of the protest. In cases of rejection, the Proposer has the right to request a hearing. Such request must be made within 48 hours of the date of notice of rejection. If a hearing is requested, the University's Purchasing Director will schedule it and send written notice to the Proposer no later than one week prior to the date scheduled for the hearing. The University's approved hearing officer will preside at the hearing and may call any person he/she deems necessary to testify. Should the Proposer fail to attend, it shall be considered a retraction of his protest. The University's hearing officer shall render the University's decision within one week of the end of the hearing and give a written copy to the Proposer.

E. TERMINATION OF CONTRACT

- a. **Change of Circumstances**—Where circumstances and/or the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the public interest, the University's Purchasing Director may terminate a contract entered as a result of this request for proposals, upon no less than 30 days' notice to the vendor and an opportunity to respond.
- b. For cause:
 - a. Where a vendor fails to perform or comply with a contract and fails to respond or comply with the written complaint of the University Purchasing Director, the University Purchasing Director may terminate the contract upon 10 days' notice to the vendor with an opportunity to respond.
 - b. Where a vendor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short shipping, etc. so that the University Purchasing Director is repeatedly required to issue written complaints, the University Purchasing Director may terminate the contract upon 10 days' notice to the vendor with an opportunity to respond. In cases of emergency the University Purchasing Director may shorten the time periods of notification and may dispense with an

opportunity to respond.

F. SUBCONTRACTING OR ASSIGNMENT

The contract may not be sub-contracted or assigned by the contractor, in whole or in part, without the prior written consent of the Rowan University Purchasing Director. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract. If proposer proposes to subcontract the services to be performed under the terms of the contract award, he shall state so in his proposal and attach for approval a list of said subcontractors and an itemization of the services to be supplied by them. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the University.

G. PERFORMANCE GUARANTEE OF PROPOSER

The proposer hereby certifies that: The equipment offered is standard new equipment and is the manufacturer's latest model in production with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

- a. All equipment supplied to the University and operated by electrical current is UL listed.
- b. All new machines are to be guaranteed for a period of one year from time of delivery and/or installation and prompt service rendered without charge, regardless of geographic location.
- c. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- d. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within 48-hour period or within the time accepted as industry practice.
- e. The contractor shall immediately replace any material, which is rejected for failure to meet the requirements of the University.
- f. All services rendered to the University shall be performed in strict and full accordance with the specifications as agreed to in the contract. A service contract shall not be considered complete until final approval by the University is rendered. Payment to vendors for such services rendered may not be made until final University approval is given.

H. DELIVERY GUARANTEES

Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the proposal. The vendor shall be responsible for the delivery of material in first class condition to the University in accordance with good commercial practice. Items delivered must be strictly in accordance with proposal specifications. **1.** In the event delivery of goods or services is not made within the number of days stipulated under the schedule defined in the specifications, the University may at its option obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

I. UNIVERSITY'S RIGHT TO INSPECT PROPOSER'S FACILITIES

The University reserves the right to inspect the proposer 's establishment before making an award.

J. PROPOSAL ACCEPTANCES AND REJECTIONS

Proposals shall be automatically rejected for any of the following causes:

- 1. No signature in the proposal document.
- 2. Proposals received after date and time specified on proposal request form.
- 3. Proposal fails to provide price information.
- 4. Failure to provide required security.
- 5. Failure to attend a mandatory proposer's conference or site inspection.

6. Failure to initial any alteration of essential information such as price.
7. Essential information such as price and product description submitted only in pencil.
8. Failure to comply with State of New Jersey Affirmative Action Guidelines promulgated pursuant to Chapter 127.P.L. 1975.

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 laws and 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 request for proposals 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 proposer 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 proposal or other proposal shall provide a copy of its business registration to the proposer 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.

- III.** 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

IV. 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 proposer's signature on this request for proposals is their guarantee that neither they nor any subcontractors they might employ to perform the work covered by this request for proposals 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 proposer's signature on the proposal is also their guarantee that they and any subcontractors they might employ to perform the work covered by this request for proposals shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

As per P.I. 2022, c.120 (S2357) and P.L. 2023, c. 138, all in-state public works contractors must register for [NJ Wage Hub](#) and sign up for Employer Access. New Jersey Wage Hub is an official website of the New Jersey Department of Labor & Workforce Development, serving public works contractors, contracting agencies, and employers to view and submit required forms for public works contracts and qualifying services to promote fair wage practices according to the Prevailing Wage Act and [Diane B. Allen Equal Pay Act](#).

V. CORPORATE AUTHORITY

It is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey. Refer to N.J.S.A. Title 14A, Chapter 13.3.

VI. 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.

VII. 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.

VIII. RIGHT TO AUDIT

Pursuant to N.J.A.C. 17:44-2.2, 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).

IX. MAINTENANCE OF RECORDS

The vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

X. 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.

XI. 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 (888) 313-3532 or online at <http://www.elec.state.nj.us/>.

XII. OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2 in the event the vendor is a corporation, partnership or limited liability company, the vendor must disclose all corporate and non-corporate ownership interests greater than 10%.

XIII. 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.

XIV. SET OFF AGAINST CONTRACT PAYMENT TAX

- A. Whenever any taxpayer under contract to provide goods or services to the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, or under contract for construction projects of the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, is entitled to payment for the goods or services or on that construction project and at the same time the taxpayer is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The director, in consultation with the Director of the Division of Budget and Accounting in the Department of the Treasury, shall establish procedures and methods to effect a set-off. The director shall give notice of the set-off to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S.54:49-18, but no request for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. No payment shall be made to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects pending resolution of the indebtedness. Interest that may be payable by the State pursuant to P.L.1987, c.184 (C.52:32-32 et seq.), to the taxpayer, the provider of goods and services or the contractor or subcontractor of construction projects shall be stayed.
- B. The Department of the Treasury shall notify each provider of goods or services and contractor or subcontractor of a construction project under contract with the State, its agencies or instrumentalities in an amount of \$500,000 or greater on the effective date of P.L.1995, c.159 (C.54:49-19 et seq.) of the provisions of this section in writing within 30 days after its effective date. A contract entered into by the State, its agencies or instrumentalities with a provider of goods or services or a contractor or

subcontractor of a construction project after the effective date of P.L.1995, c.159 (C.54:49-19 et seq.) shall contain a notice of the provisions in this section.

XV. CONTRACTS; WARRANTY; VIOLATION

Every contract or agreement negotiated, awarded or made pursuant to this act shall contain a suitable warranty by the contractor that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee,

except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business, for the breach or violation of which warranty the State college shall have the right to annul such contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

XVI. ANTIDISCRIMINATION PROVISIONS

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- A.** In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B.** No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C.** There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D.** This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.
- E.** No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.)

XVII. BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever

available, and the contractor shall be required to so certify

XVIII. DIANE B. ALLEN EQUAL PAY ACT

- A.** Any employer, regardless of the location of the employer, who enters into a contract with a public body to provide qualifying services to the public body shall provide a report to the Commissioner of Labor and Workforce Development, in a form issued by regulation promulgated by the commissioner, of information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. Data regarding compensation and hours worked by employees shall be reported in the form by pay bands to be established by regulation promulgated by the commissioner. The commissioner may establish a standard presumption for the number of hours worked by a fulltime employee or by a part-time employee for whom an employer does not track actual hours worked. An employer shall provide a report for each establishment of the employer.
- B.** Any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any public work for the public body shall provide to the commissioner, through certified payroll records required pursuant to P.L.1963, c.150 (C. 34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract. The employer shall provide the commissioner, throughout the duration of the contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C. 34:11-56.25 et seq.).
- C.** The commissioner shall retain the information provided by the employer during any period of time that one or more contracts are in effect between the employer and any public body and not less than five years after the end of that period. The retained employment information shall be made available by the commissioner to the Division on Civil Rights in the Department of Law and Public Safety, and, upon request, provided to anyone who is or was an employee of the employer during the period of any of the contracts between the employer and any public body, or any authorized representative of the employee.
- D.** Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.
- E.** For the purposes of the section:
 - 1.** “Public body” means the State or any agency or instrumentality of the State;
 - 2.** “Public work” means public work as defined in section 2 of P.L.1963, c.150 (C. 34:11-56.26) and which is subject to the provisions of P.L.1963, c.150 (C. 34:11-56.25 et seq.). Public work shall not include the provision of goods or products.
 - 3.** “Qualifying services” means the provision of any service to the State or to any other public body, except for public work as defined in section 2 of P.L.1963, c.150 (C. 34:11-56.26).
 - 4.** “Service” means any act performed in exchange for payment, including the provision of professional services, but shall not include the sale of goods or product.

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 c 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. HAZARDOUS MATERIALS

REFERENCES: 29 CFR 1910, SUBPART H AND 29 CFR.1200 et Al.

- a. All hazardous materials used on the campus by any contractor are required to have a Material Safety Data Sheet (MSDA) filed with the Safety Office.
- b. All hazardous materials left on-site and not consumed or used by the end of the daily work shift by a contractor's crew must be labeled and marked in accordance with the appropriate sections of the New Jersey Worker and Community Right- to-Know Act. Page 5 of 11 Last Revision 11.1.2023
- c. In summary, this act required labels identifying the top five constituents of a product, hazardous or non-hazardous, by common chemical name and Chemical Abstract Service (CAS) Number.
- d. Most products manufactured or packaged outside of New Jersey do not meet this requirement without additional action on the part of the end item user or consumer.
- e. All requirements of the United States Environmental Protection Agency (US EPA) as outlined in 40 CFR must also be complied with. STORAGE ON SITE/CAMPUS: All hazardous materials stored on site or on campus must be secured to prevent unauthorized use or contact with campus affiliates or the general public. In addition, all stoppage must meet the technical requirements of the NJ DEP or DCA, or the University; whichever is more stringent.
- f. **DISPOSAL:** All contractor owned or furnished residue or surplus hazardous material must be removed from the campus immediately after being classified as "waste", or when they are no longer usable for the project they were brought on to the campus to support. The University will not accept any hazardous



materials for disposal or storage for any reason at any time from any contractor.

- g.** For additional information contact University Safety Office.

VI. 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.

[Remainder of Page Intentionally Left Blank]