



RFP 26-11
CONSTRUCTION
MANAGER AT RISK
EDELMAN COLLEGE AT
ROWAN UNIVERSITY

REQUEST FOR
PROPOSALS (RFP)

ROWAN
UNIVERSITY
THE OFFICE OF
CONTRACTING &
PROCUREMENT

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Administrative Information

All questions must be submitted via email, with the request for proposal title subject heading:

RFP 26-11 Construction Manager at Risk for Ric Edelman College at Rowan University

Questions:

All questions must be submitted via email to bids@rowan.edu with the name and number of the proposal in the subject line, inclusive of any questions relating to the attachments/Exhibits to this RFP.

Questions will not be accepted by telephone. All questions submitted prior to the Questions Due Date will be answered on The Office of Contracting and Procurement website on **January 6, 2026**.

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

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Schedule of RFP Events

Proposals must be received no later than the submission due date and time listed in the **Schedule of Events** below to [the Proposal Submission Portal, linked below on the Proposal Submission and Instructions page, below.](#) **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 will be rejected.

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

Schedule of Events		
Event	Date	Time
Publication of Notice of Request for Proposal	11/20/2025	
Request for Proposal Issued	11/24/2025	
Site Visit*	12/02/2025	10:00 am
Questions Due	12/11/2025	
Answers Posted to Website	12/23/2025	
Submissions Due	01/06/2026	2:00 pm

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

Site Visit will be held at the following address:

**200 Oak Grove Drive
Glassboro, NJ 08028**

*Attending the Site Visit is not mandatory; however, Proposers are encouraged to be present. The selected Proposers shall assume sole responsibility for the complete effort as required for this project.

If necessary, Rowan reserves the right to interview Proposers solely for the purpose of clarifying information contained in the proposal documentation. No additional information or changes to the proposal will be permitted during these interviews, which will be for clarification purposes only.

In order to be considered for the award, all information must be received by the required date and time. Any proposal not received on time will be rejected.

Required Procurement Documents & Proposer's Checklist

The documents as listed below are Procurement documents mandated by State law 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](#) or are provided in this RFP and should be submitted with your final proposal package. Please download and execute accordingly.

* Submission requirements for redactions can be found [here](#) under the heading Confidentiality and Commitment to Defend.

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)	To be provided regardless of addenda issuance	
2	Consent of Surety	Must be fully executed <i>and</i> notarized.	
3	Proposal & Pricing Page		
4	Form of Bid Bond	Must be fully executed <i>and</i> notarized.	
5	Ownership Disclosure	Must be fully executed <i>and</i> notarized.	
6	Subcontractor Utilization Plan	If no subs, please add "n/a" and sign.	
7	Acknowledgement of Project Labor Agreement	Must be fully executed.	
Failure to include the below requested documentation with the proposal may result in rejection of Proposer's submission except as otherwise indicated below			
8	Certification of Non-Debarment pursuant to N.J.S.A. 52:32-44.1	To be provided prior to award	
9	Confidentiality & Commitment to Defend		
10	Disclosure of Investigations & Other Actions Involving the Vendor		
11	Exhibit B: Mandatory Equal Opportunity Language		
12	Modifications Acknowledgement		
13	New Jersey Business Registration Certificate	To be provided prior to award. Check the status of BRC here.	
14	Non-Collusion Affidavit	Must be fully executed <i>and</i> notarized.	
15	Proof of Ability to Obtain Required Insurance		
16	Public Works Contractor Registration Certificate	To be provided prior to award. Proposer and any subcontractor listed in the bid proposal shall be PWCRA registered at the time of bid submission.	
17	Taxpayer Identification Request (W-9)		
18	Acknowledgement of Project Labor Agreement		
19	Disclosure of Investment Activities in Iran	To be provided prior to award	
20	Certification of Non-Involvement: Russia or Belarus Prohibition	To be provided prior to award	
Rowan University Required Project Forms. Failure to include the below requested documentation with the proposal may result in rejection of Proposer's submission			
21	General Contractor: Approach to Schedule Form		
22	General Contractor: Experience General Form		
23	General Contractor: Experience in NJ & Higher Education Form		

Project Overview

Rowan University is soliciting proposals from qualified firms to provide Construction Management at Risk services related to the design, bidding, and construction of a new Rowan University School, The Ric Edelman College (“Project”) on its main campus in Glassboro, New Jersey. Pure PM will act as the Owners representative on behalf of Rowan University for this project.

Background

Rowan University (“Rowan” or “University”) has evolved from its humble beginning in 1923 as a school with a mission to train teachers for South Jersey classrooms, to a comprehensive public research university with a strong regional presence and reputation. The University’s main campus is now spread over approximately 225 acres, bifurcated by Rt. 322 in Glassboro New Jersey. The two sides of the campus are referred to as the South and North Campus and are 70 and 155 acres respectively for the most part, the North campus is the hub for academics and the South for administrative functions.

Today, Rowan's over 16,000 students can select from bachelors, masters and doctoral degree programs in colleges and schools across four campuses. The University is one of only 56 institutions in the country with accredited programs in business, education, engineering and medicine.

The Rowan campus has experienced significant growth over the past few years. Increase in the student population has resulted in a need for additional space and increased efficiency for the use of existing space on campus.

The building currently referred to as **The Ric Edelman College** will unite the College of Communication & Creative Arts and the College of Humanities & Social Sciences (CHSS) into a single, collaborative home. Serving as a central hub for faculty, staff, and students of the newly aligned college, the facility will bring together programs that are currently dispersed across multiple campus locations.

The design prioritizes the creation of a dynamic, future-ready environment that supports innovation, interdisciplinary collaboration, and flexibility. Key features include technology-enabled classrooms, adaptable student collaboration areas, and versatile office, event, and shared spaces. University leadership has also emphasized fostering a more connected academic community by encouraging activity-based work environments and open office concepts to enhance faculty interaction and engagement.

With a technology-first design strategy, the new facility will support experiential learning and prepare students for the demands of an evolving workforce. Additionally, the building will leverage real-time, building-generated data to improve operational efficiency, optimize space utilization, and continuously enhance the user experience. Designed to meet the changing needs of both students and faculty, the Ric Edelman College will become a cornerstone for academic innovation, flexibility, and collaboration at Rowan University.

The University is proposing the new Edelman College be located in the heart of the Glassboro campus with visibility from Mullica Hill Road (Route 322) and adjacent to Memorial Hall and in front of Oak and Laurel Halls.

I. PROJECT GOALS

- A.** Deliver The Ric Edelman College as a forward-thinking, technology-enabled academic facility that fosters innovation and collaboration. The building will feature open, flexible indoor and outdoor spaces designed to support a modern academic environment, encourage cross-disciplinary interaction, and reflect the evolving needs of students, faculty, and staff in a connected, collaborative world.

II. PROJECT DESCRIPTION

- A.** The approved program includes approximately 54,000 square feet for the new Ric Edelman College, to be located between Oak and Laurel Halls on the site formerly occupied by Linden Hall, which has since been demolished.
- B.** The building will feature cutting-edge Virtual Reality classrooms and Free Roam pods to support immersive learning and collaboration in partnership with Rowan University's Dreamscape initiative. Additional spaces will support virtual communication, instruction, and digitally enhanced learning environments.
- C.** The facility will also house specialized spaces for the Radio, Television, and Film programs, including a screening room, TV studio, soundstage, production/control rooms, and podcast studios. These areas will be constructed to meet rigorous acoustic and audiovisual (AV) standards to support professional-quality media production and instruction.

III. SCOPE OF SERVICES

- A.** The CM at Risk ("CM") is responsible to provide the following services throughout the Design and Construction Phases of the Project, these services at a minimum to provide technical consultation, project budgeting during the design stage of the project, the at-risk construction activities during the construction phase. CM is responsible for construction cost estimates and cost control during the Construction Phase and management of all construction activities.
- B.** The Owner's Representative¹, will collaborate with Rowan University to help guide the design and construction effort to be consistent with Rowan University program and project needs, coordinating all team members so they will provide their necessary services in a complete and timely manner. The Architect/Engineer, will have prime responsibility for design of the project within the scope approved by the Owner, including all systems designed by their subconsultants including coordination of the documents for systems designed by other vendors of the University. The CM's role during the design phase will be as an advisor on labor and material costs, project phasing, site logistics and constructability. The CM will make recommendations on materials, means, and methods to ensure a complete project that meets the design intent, project scope, schedule, and budget. The CM will also assist with cost estimates for the building, square foot costs for program elements, and comprehensive lists of materials, labor, and quantities needed for construction during Design development and various pricing activities as required. The Owner's role is that of making decisions regarding the overall approval of final solution and assuring that sufficient funds are available to complete the project within current budget estimates.
- C.** It is anticipated to meet student occupancy in summer of 2028, the project will take a fast-tracked delivery approach that shall include the following Construction Phases at a minimum;
 - 1.** Sitework
 - 2.** Footings & Foundations with Super Structure
 - 3.** Procurement of Long Lead Items (i.e Electrical Gear, HVAC Units, Generators, etc.)
 - 4.** Core & Shell
 - 5.** Interior Fit-Out

The team will work together to define the optimal aspects of the fast-track delivery, but would expect the sitework, Foundations, core/shell, along with below grade MEP to be part of an early Fastrack approach; this is consistent with DCA review and approval protocols.

- D.** Rowan, the Owner Representative, and the selected CM will determine the need for additional packages as necessary to accomplish the overall project schedule.
- E.** It shall be the responsibility of the CM to evaluate and optimize the phasing of the project to deliver a timely and cost-effective project. The CM shall comply with all City & County regulations regarding working hours, noise and

1. Owner's Representative is an entity that is engaged by the University to help facilitate the management of the Project, those services can be terminated at any time and in that event the University's assigned Project Manager will assume those responsibilities.

vibration constraints, and coordinate with the Owner's Representative regarding logistics and how the construction activities effect the operations of the campus.

F. This project is intended to be completed utilizing union labor and will include a PLA.

IV. Part A PRECONSTRUCTION PHASE

- A. The selected CM shall provide all services necessary for the collaboration with the University Project Manager/Owner Representative and Architect during all design Phases, scheduling, budget and constructability issues, as well as bidding, construction and close out process of the project.
- B. The CM will report to the University Project Manager/Owner Representative assigned to this project.
- C. The overall scope of CM services include but are not limited to the following tasks:
 - 1. Provide an evaluation and management of the University's project schedule that includes:
 - a. Design and Construction Documents Phases
 - b. Development of Procurement Strategy to minimize the impact of long lead items and ensure the required completion date
 - c. Contractor Procurement Phase
 - d. Construction and Closeout Phase
 - 2. Develop a Target Value Model based on the Schematic Design of the Building to inform the University's budget which should include the following;
 - a. Estimated construction budget
 - 3. Develop and reconcile Construction Cost Estimates (CCE) during each subsequent phase of development to continue refining the University's project budget that includes;
 - a. Estimated construction budget
 - 2. Develop a strategic construction plan to enable an efficient construction process to take place, including establishing project master schedule which includes procurement and construction to ensure orderly progression of the work, in the most time efficient and effective way possible.
 - 3. Collaborate with Rowan on strategizing the sourcing of long lead items to enable the orderly progression of work.
 - 4. In addition, the CM will:
 - a. Attend all bi-weekly project progress meetings in coordination with the Architect and their consultants, and with the University. The CM will provide minutes for each meeting and distribute to all involved parties during the construction phase, which is the phase after Pre-Construction in which a GMP will be executed for physical construction of the work. Minutes will include, at a minimum, items discussed at prior meetings and how they were resolved, a two week look ahead schedule and how it relates to the overall project schedule, and a review of the overall project budget.
 - b. Develop multiple Project Cost Estimates, based upon the progress of the Architect's Drawings and Specifications. The Cost Estimate will include all costs associated with the project including, but not limited to, construction costs and DCA plan review and permitting fees etc. The Cost Estimate will be presented at the completion of this phase of work to the University. The CM will provide with the estimate an analysis of how the project cost compares to the University's construction budget, and provide recommendations to modifications and adjustments to the scope of work should the Cost Estimate track above the University's construction budget. The CM will advise the University of any possible value engineering recommendations, including Life Cycle Cost evaluations, for alternate materials and systems.
 - c. Prepare and submit a monthly cash flow analysis to the University throughout the duration of the project.
 - d. Develop a Critical Path Method CPM Project Schedule which include each phase of pre-construction and construction; and, which show milestone dates for each phase of the project. The CM will provide recommendations regarding phasing the project including a partial or phased occupancy schedule. The CM will include bi-weekly reviews of the Project Schedule they produce and recommend any special sequences that may be required to execute the work in coordination with the Owner and Architect. The schedule will be presented at the completion of each phase of work to the University.

- e. CM shall have primary responsibility for the preparation of performance specifications and requests for technical proposals for the procurement and installation of building system components and for the procurement of long lead time equipment and materials with input and participation from Rowan, Owner's Representative and Architect/Engineer.
- f. CM shall issue requests for technical proposals for all subcontracted trades to qualified sources, receive such proposals and assist in their evaluation. CM shall bid all subcontractors by assembling the required Contract Documents and issuing requests for proposals to a minimum of 3 bidders for each trade. The CM shall engage all subcontractors in accordance with Rowan procurement policies which are available at <https://confluence.rowan.edu/display/POLICY/Procurement+Policy>. Further details on the appropriate procurement policy are available by contacting the Rowan Procurement Office at the contact information provided in the RFP. Construction Manager will review and discuss all intended subcontractor hires with Owner prior to awarding any subcontracted work to the subcontractor being recommended for such work by the CM
- g. CM's technical consultation to Rowan, Owner's Representative, Architect or other professional consultants shall not abrogate the design responsibility of those consultants. CM may make recommendations based upon the cost of a particular design or material selection; however, if such recommendations are accepted by the Owner and Architect for incorporation into the Project design, their suitability with regard to structural stability and life safety shall be the responsibility of the Architect.
- h. Perform a constructability and quality assurance review of the plans and specifications generated by the Architect and their consultants. The CM shall advise the University about the suitability of the systems and materials selected, the availability of labor, time requirements for procurement and installation, construction and relative costs of materials, and shall provide recommendations for economies as appropriate.
- i. Should the University elect to pre-purchase construction materials prior to putting the project out for bidding, assist the University with the pre-purchasing and delivery of such long lead materials, track these costs in the Cost Estimate and track the procurement, delivery and installation of these materials in the Project Schedule.
- j. Provide assistance and recommendations to the University for obtaining any necessary specialty professional services or studies, if required.
- k. Assist the University in the development of the Division 0 Bidding Forms and Division 1 Administrative Front End Specifications requirements.
- l. Use E-Builder (Owner Preferred System) for drawing documentation, submittals, and RFI's. The CM will be allowed to utilize preferred internal financial tracking applications. The CM will be responsible for keeping its information up to date in the web-based project management system.

V. SCHEMATIC DESIGN

- A. Attend all key meetings
 1. Project Manager and Key Personnel as Required
- B. Cost estimate – project costs; with phasing impact
 - a. Provide Schematic Development Estimate at each formal submission by the Architect to compare and reconcile with the estimate prepared by the Architects.
 - b. Expertise should include but not limited to: forecasting cost of work, assist in the identification of cost trends and incorporate the cost impact of constructability
 - c. Each of the above estimates shall include unit cost by individual program elements (i.e. – Lobby, Classroom, VR, Dean Suite etc.) so these metrics can be tracked throughout the design. The CM shall also provide unit costs by individual program elements with the input of sub-contractors once officially onboarded.
 - d. For all pricing exercises and prior to developing each cost estimate, the CM shall review all documentation, as provided by design team; prepare a list of open questions and conduct a document “page turn” with the design team and Owner's Representative for constructability review and to ensure understanding of documentation intent. The CM shall complete internal material take-offs for all project components and obtain subcontractor

input, from a minimum of three subcontractors, for all major subcontract line items including but not limited to site work, structural, carpentry, mechanical, plumbing, and electrical.

C. Design Review

- a.** Examine design and documents for constructability, coordination, cost impact, schedule impact, quality, and system performance.
- b.** Consider whether the design can be safely and efficiently built, through an analysis of details and the required schedule/construction sequence.
- c.** CM must complete a review of all the required equipment to be installed on the project and identify all required components within the project scope to be completed by the contractor for the Owner's Equipment to be installed. This review should not be limited to the construction documentation.
- d.** Development of an effective logistics and mobilization plan for the overall project
- e.** Represent understanding and impact of the University's operations and facilities, and the surrounding area.
- f.** The analysis should be comprehensive, encompassing phasing, temporary facilities including roadways, walkways, signage, fencing, and lighting, construction requirements (e.g., trailers, utilities, toilets and material storage.)
- g.** Additionally, the CM should consider and provide information regarding the impact of construction on the campus and the surrounding area, to address traffic, parking, large deliveries, such as steel and concrete, and daily small-truck deliveries, and the use of University facilities by workers.

D. Schedule

- a.** Provide an Integrated Project Schedule
- b.** The Schedule should capture design milestones, client activities and construction phase details. Additionally, the CM shall validate schedule logic, challenge durations, create activity links and identify the project's critical path.
- c.** The CM shall create highly focused schedules that help the project team make decisions and analyze options. Such as overall scope for sub projects (such as relocation of MEP equipment prior or during demolition, and services; coordination of services during Phase overlap); and providing sufficient lead time for critical early purchases.

E. Logistics

- a.** Work with the University to provide moving costs and schedule

VI. DESIGN DEVELOPMENT

- 1.** Attend all key meetings
 - a.** Project Manager and Key Personnel as Required
- 2.** Cost estimate – project costs; with phasing impact
 - a.** Provide Design Development Estimate at each formal submission by the Architect to compare and reconcile with the estimate prepared by the Architects.
 - b.** Expertise should include but not limited to: forecasting cost of work, assist in the identification of cost trends and incorporate the cost impact of constructability
 - c.** Each of the above estimates shall include unit cost by individual program elements (i.e. – Lobby, Classroom, VR, Dean Suite etc.) so these metrics can be tracked throughout the design. The CM shall also provide unit costs by individual program elements with the input of sub-contractors once officially onboarded.
 - d.** For all pricing exercises and prior to developing each cost estimate, the CM shall review all documentation, as provided by design team; prepare a list of open questions and conduct a document "page turn" with the design team and Owner's Representative for constructability review and to ensure understanding of documentation intent. The CM shall complete internal material take-offs for all project components and obtain subcontractor input, from a minimum of three subcontractors, for all major subcontract line items including but not limited to site work, structural, carpentry, mechanical, plumbing, and electrical.
- 3.** Design Review

- a.** Examine design and documents for constructability, coordination, cost impact, schedule impact, quality, and system performance.
- b.** Consider whether the design can be safely and efficiently built, through an analysis of details and the required schedule/construction sequence.
- c.** CM must complete a review of all the required equipment to be installed on the project and identify all required components within the project scope to be completed by the contractor for the Owner's Equipment to be installed. This review should not be limited to the construction documentation.
- d.** Development of an effective logistics and mobilization plan for the overall project
- e.** Represent understanding and impact of the University's operations and facilities, and the surrounding area.
- f.** The analysis should be comprehensive, encompassing phasing, temporary facilities including roadways, walkways, signage, fencing, and lighting, construction requirements (e.g., trailers, utilities, toilets and material storage.)
- g.** Additionally, the team should consider and provide information regarding the impact of construction on the campus and the surrounding area, to address traffic, parking, large deliveries, such as steel and concrete, and daily small-truck deliveries, and the use of University facilities by workers.

4. Schedule

- a.** Provide an Integrated Project Schedule
- b.** The Schedule should capture design milestones, client activities and construction phase details. Additionally, validate schedule logic, challenge durations, create activity links and identify the project's critical path.
- c.** Highly focused schedules that help the project team make decisions and analyze options. Such as overall scope for sub projects (such as relocation of MEP equipment prior or during demolition, and services; coordination of services during Phase overlap); and providing sufficient lead time for critical early purchases.

5. Logistics

- a.** Work with the University to provide moving costs and schedule

6. Preparation of Subcontractor's List:

- a.** The CM shall be responsible to provide the Owner with a subcontractor list. This list is subject to input and approval from the Owner and Owner's Representative for the various bid packages. This list should include sub-contractors that have intimate knowledge of the available work force in the locality of the project, documented financial viability, bonding capacity and preferably be based in the local marketplace. Information regarding subcontractor current workload and higher education experience should accompany the list.

7. Preparation of Guaranteed Maximum Price:

- a.** The CM shall prepare a Guaranteed Maximum Price (GMP) for the entire construction Project and clearly summarize the cost of each component of the Work by phase, which is representative of a Scope of Work developed by the CM in conjunction with the trade subcontractors, to capture the full intent of the documentation. This GMP shall be the sum of:
 - a.** The estimate of the Cost of the Work to be performed and the materials to be purchased.
 - b.** The estimate of the cost of General Conditions. These shall include cost of all field staff and CM staff including project executives, project managers, superintendents, field engineers, safety personnel, schedulers, along with all staff related expenses and administrative costs at the field site.
 - c.** The estimate of the cost of any permits, fees, taxes, patents, copyrights, royalties, performance and payment bonds and escalation (as appropriate); to construct the Project.
 - d.** The proposed CM's fee as a lump sum and as a percentage against the estimated direct work cost. Please provide a sliding scale percentage of the CM's fee based on the budgeted Cost of Work.
 - e.** The estimate of the cost of Bonding and Insurance as a percentage against direct construction cost.
- b.** CM should include it's firm's Rate Schedule for Project Management and field staff with any escalations during project's timeline.

8. Acceptance of Guaranteed Maximum Price:

- a. The Owner intends to enter into the form of agreement between Owner and CM set forth in Appendix H - AIA 133-2019; Article 5 of this document will be limited to services of pre-construction design consultation, budgeting and GMP development until the Owner formally accepts the Guaranteed Maximum Price offered by the Construction Management firm. The award of the Contract set forth in Appendix H – AIA 133-2019 binds the CM to comply with the GMP Amendment set forth in Appendix C – AIA 133-2019 Exhibit A.

VII. CONSTRUCTION DOCUMENTS

- 1. Attend all key meetings
 - a. Project Manager and Key personnel as required
- 2. Cost estimate – project costs; with phasing impact
 - a. Provide Cost Estimate at 50% and 90% of the bidding documents to compare and reconcile with the final estimate from the Architects.
 - b. Expertise should include but not limited to; forecasting cost of work, assist in the identification of cost trends and incorporate the cost impact of constructability
 - c. Each of the above estimates shall include unit cost by individual program elements (i.e. – Lobby, Classroom, VR, Dean Suite etc.) so these metrics can be tracked throughout the design. The CM shall also provide unit costs by individual program elements with the input of sub-contractors once officially onboarded.
 - d. For all pricing exercises and prior to developing each cost estimate, the CM shall review all documentation, as provided by design team; prepare a list of open questions and conduct a document “page turn” with the design team and Owner’s Representative for constructability review and to ensure understanding of documentation intent. The CM shall complete internal material take-offs for all project components and obtain subcontractor input, from a minimum of three subcontractors, for all major subcontract line items including but not limited to site work, structural, carpentry, mechanical, plumbing, and electrical.
- 3. Design review
 - a. Examine design and documents for constructability, coordination, cost impact, schedule impact, quality, and system performance.
 - b. Consider whether the design can be safely and efficiently built, through an analysis of details and the required schedule/construction sequence.
 - c. CM must complete a review of all the required equipment to be installed on the project and identify all required components within the project scope to be completed by the contractor for the Owner’s Equipment to be installed. This review should not be limited to the construction documentation.
 - d. Development of an effective logistics and mobilization plan for the overall project
 - e. Represent understanding and impact of the University’s operations and facilities, and the surrounding area.
 - f. The analysis should be comprehensive, encompassing phasing, temporary facilities (if required), roadways, walkways, signage, fencing, and lighting, construction requirements (e.g., trailers, utilities, toilets and material storage.)
 - g. Additionally, the team should consider and provide information regarding the impact of construction on the campus and the surrounding area, to address traffic, parking, large deliveries, such as steel and concrete, and daily small-truck deliveries, and the use of University facilities by workers.

VIII. PART B CONSTRUCTION PHASE

A. Bid Assistance / Permitting Phase

- 1. The Architect will be responsible for providing the University with PDF copies of Plan Review Documents that have been submitted to the NJ DCA. The Architect will be responsible for the filing of the Plan Review Application and Plan Review Documents, while the University will be responsible paying the Plan Review Fees. The CM will be responsible for tracking the plan review process on the Project Schedule, tracking the plan review costs on the Cost Estimate.

2. Upon completion of the drawings for specific phases of the work, preparation shall be made for assembling the bidding documents into appropriate bidding packages. The number of separate bid packages or contracts shall be the determination of the CM in concert with Owner, the Owner's Representative, and the Architect/Engineer. The CM shall assist the Project team in developing bid packages to minimize Owner allowances thereby reducing the Owner's financial risk.
3. The CM shall be responsible for the preparation of the proposers' list with input and approval from the Owner and Owner's Representative for the various bid packages. CM shall have intimate knowledge of the available work force in the locality of the project and the experience to analyze the subcontracting firms that may have the ability, as well as an interest, in bidding the work. CM Each scope of work must have multiple bids solicited as determined by the Project team or Project requirements. CM should outline, as part of your response, firm experience with the South Jersey marketplace and associated Subcontractors available in such marketplace.
4. The University will chair the Pre-bid Meeting. The Architect and CM will each be required to attend the Pre-bid Meeting. The CM will be responsible for presenting to the proposers information regarding the overall project schedule, phasing, and other pertinent information.
5. The CM will review qualifications of potential proposers, generate interest amongst potential proposers, advise the University as to feedback from potential proposers.
6. The CM will chair the Bid Opening. The Architect and University will each be required to attend the Pre-bid Meeting. The CM will be responsible for reviewing and evaluating bids, providing a bid tabulation, and in making selection to the lowest responsible proposer with the advice and guidance of the University.
7. CM shall obtain bids for each trade contract from an appropriate number of qualified proposers so as to obtain the most reasonable price for acceptable work. If the low bid for any bid package exceeds Construction Manager's budget line item price, one of the following procedures, with Owner's approval, shall be followed:
 - a. CM may negotiate with the proposers to reduce the price of the bid package to a cost not exceeding the budget line item price
 - b. CM may recommend award of a contract to the low proposer for a price exceeding the budget line item
 - c. With the Owner's approval, the CM may perform work on the Project himself, provided such work is performed on a Cost of the Work basis for the amount of the budget line-item price as a not to exceed cost
 - d. The Owner, at his own discretion, may direct the CM to negotiate with the proposers to reduce the cost of a bid package.
 - e. CM shall submit for approval by Owner, a standard form of Trade Contractor Agreement and shall not deviate from this form without the written consent of Owner.
 - f. Owner and/or Owner's Representative shall be responsible for approving awards of all trade contracts after evaluation of bids and written recommendations by CM and Architect. All factors including price, successful completion of projects with similar scope and presence in the local trade market will be considered by the Owner prior to approving awards. After approval is granted, CM shall award the separate contracts as required to provide all labor and materials for construction of the Project. For those parts of the Work, which have been bid under Part A of the Agreement, the CM shall issue a Change Order to each Sub-Contractor Agreement, with the Owner, prior to the commencement of that portion of the Work.
 - g. Each trade contract awarded by CM shall be a separate Agreement awarded in accordance with Appendix D – AIA 201-2017 General Conditions for Construction CM
8. The CM shall engage all subcontractors in accordance with Rowan procurement policies which are available at <https://confluence.rowan.edu/display/POLICY/Procurement+Policy> and which provide specific guidance on the selection of subcontractors by a construction manager at risk. Further details on the appropriate procurement policy are available by contacting the Rowan Procurement Office and specifically Alexis Jones at the contact information provided in the RFP.

B. Construction Phase

1. The University will be responsible for the payment of permits. The CM will be responsible for all permit applications.

- 2.** The CM will verify that the Contractor has submitted all documents necessary for the Notice to Proceed. The CM will verify the execution of Contract, affidavits of insurance, bonds, etc. have been completed prior to the start of the work.
- 3.** The CM, in conjunction with the Architect and University/Owner representative will comment and approve the Contractor's initial schedule of values and initial Project Schedule at the onset of the project.
- 4.** Advise and assist the University Project Manager to ensure all work is being completed in accordance with the contract documents and the approved Master Project Schedule, Safety Program, Project Budget including all approved Change Orders, State regulations and codes of all applicable permitting authorities. Assist the University Project Manager in supervising, coordinating and directing the work of the Contractor.
- 5.** The chief duties will include, but not be limited to the following:
 - a.** To ensure no disruption to on-going classes and / or building activities resulting from construction phasing, noise, dirt and debris, or any other construction related activity.
 - b.** Monitor the installation and maintenance of all contractor-provided safety signage and protection.
 - c.** Proper notification be given to building end users so that minimal disruption of existing building systems and users occurs.
 - d.** On-site construction supervision will also include: daily logs indicating work completed; man power on-site; field issues; quality control monitoring; coordination of the various trades; etc.
- 6.** The CM will attend the Pre-construction and all subsequent project meetings with the Architect and their consultants, and with the University. The CM will maintain minutes of each meeting in accordance with standard construction practices. Each meeting will include, at a minimum:
 - a.** Review of a 2-week look back and ahead schedule and review how it relates to the overall project schedule;
 - b.** Recent safety performance;
 - c.** Upcoming deliveries;
 - d.** Outstanding RFI's and submittals;
 - e.** Action By and Status Items;
 - f.** Progress payments, pencil copy review;
 - g.** Opening, pending, completed change orders;
 - h.** Status of Special Inspections and DCA Inspections;
 - i.** Coordination of Owner furnished and / or installed items;
 - j.** Other construction progress items;
- 7.** The CM will be responsible for writing and distribution of Meeting Minutes.
- 8.** The CM will attend Pre-installation Meetings with the Contractor, Architect, University, and tradesmen / subcontractors.
- 9.** Participate in walk-through and field observations by the Architect.
- 10.** The CM will provide a monthly report to the University Project Manager. The report will include a copy of the daily log, progress photos, a copy of the monthly cash flow analysis, assessment of the progress of the work against the Project Schedule, a report on the status of the RFI Log, Submittal Log, and Change Order Log, and other information or open issues necessary to convey to the University the progress of the work.
- 11.** Assist the Architect with the submittal process. Consult with the University Project Manager and Architect in the development of a comprehensive submittal log. Use industry knowledge to highlight long lead time materials and/or equipment. CM will be responsible for managing the submittal process and will notify the University Project Manager of any delay by either the General Contractor and/or the Architect. All submittals falling behind schedule shall be highlighted on the log. CM should assume a minimum of two (2) rounds of submissions for each submittal required on the Project.
- 12.** The CM document control is to be provided through E-Builder (Owner Preferred System) for drawing documentation, submittals, and RFI's. The CM will be allowed to utilize preferred internal financial tracking applications. The CM will be responsible for keeping its information up to date in the web-based project management system.

- 13.** The CM will track the issuance of pencil copy payment applications and payment applications. The CM will review pencil copies with the Architect and verify percentages complete. The CM and the Architect will each be required to sign off on payment applications prior to University payment to the Contractor.
- 14.** Financial and cost accounting records shall be maintained for all costs applied to the project. The CM shall be responsible for maintaining such records. The CM will provide an “open book” accounting type system throughout the course of the project. Any significant line item reallocation within the GMP shall receive Owner and Owner’s Representative approval. The CM will be required to present open Cost Events for in contract and out of contract items, on a monthly basis, for review by the Owner’s Representative and approval by the Owner, prior to release. In addition, CM shall present construction contingency draws on a monthly basis for review. The CM shall make available all contracts, books, documents, and records necessary to verify the nature and extent of the costs of the execution of the contract, to all affiliated & regulatory agencies. Such information shall be available for inspection, per Owner’s requirements after completion of the contract.
- 15.** The CM will review change order proposals to verify the validity, purpose and costs. The CM will review the change order proposals with the Architect and University Project Manager, and provide recommendations to the University how to proceed. The CM will generate and monitor the progress of change orders against the Project Budget.
- 16.** Regularly monitor and maintain a log of Contractors’ performance in obtaining minority and SBE Project participation including contractor efforts to engage minorities, minority business and Small Business Enterprises, business participation levels, and on-site employment aspirations. CM to advise and assist the University in obtaining all required State of New Jersey Affirmative Action and Prevailing Wage documentation.
- 17.** The CM shall be solely responsible for instituting a job site safety program for the entire project. This program shall take into consideration any Owner/Facility required protocols. The CM’s proposed project team must include employees that are experienced with the safety program and related protocols. Please include in your proposal any safety certifications held by the proposed project team members (i.e. – OSHA). The CM shall provide written documentation, on a monthly, basis, to show how the safety program is being implemented and monitored.
- 18.** Advise the University in the development and implementation of a Quality Control Plan to help ensure the work is performing in accordance with the design and specifications. Once the plan is developed the CM will notify the University Project Manager and General Contractor of any deficiencies and advise the University Project Manager regarding an immediate corrective action plan to remedy the deficiency. CM will maintain and regularly update a log of all noted quality assurance deficiencies and the corrective actions taken. Each item will be discussed at its respective project meeting with discussion noted in the meeting minutes for that particular meeting. The log will be updated as necessary and made available to the University and to the Architect.
- 19.** CM shall advise the University Project Manager if work has progressed sufficiently to determine if a certificate of substantial completion can be issued by the Architect of Record.
- 20.** Assist the Architect with review of the work completed, help develop a list of incomplete items, obtain a schedule from the Contractor for the completion of such items, and determine the appropriate date for field re-inspections by the Architect.
- 21.** The CM will coordinate construction scope with Furniture, Fixture and Equipment (FF&E) Procurement, locksmith, and other University vendors, that will be procured directly with the University. The CM will incorporate the vendor procurement and installation into the Project Schedule with the assistance of the Owner, and will assist the University with assuring these activities are included with the Contractor’s project schedule.

C. Project Closeout

1. The CM will verify the scheduling and status of progress inspections, final inspections, and issuance of the Certificate of Occupancy with the Contractor. The CM will report to the University as to any potential issues leading up the inspections, approvals, and issuance of the Certificate of Occupancy.

2. The CM will coordinate all training sessions between the Contractor and the University. The CM will be responsible for assuring that all training sessions are held, recorded, and documents turned over to the University as part of project closeout.
3. CM shall identify all items of Work to be completed or corrected to conform to the Contract Documents ("Punch List") at the time of substantial completion of each phase of the Work. This shall be furnished to the Architect and completed before a formal "Punch List" by the Architect and Owner's Representative.
4. The CM will review the completeness of the Contractor's closeout documents (i.e. as-builts, O+M manuals, surety releases, warranties, guarantees, lien waivers, insurance turn over, etc.). The CM will assure delivery of hard and PDF copies to the University.
5. The CM will be responsible for scheduling an 11-month Post-occupancy meeting with the Contractor, the Architect, and the University. The meeting will be held 11 months after the date of Substantial Completion. The CM will chair this meeting. The CM will help the University assure that any open warranty items are addressed by the Contractor prior to the expiration of the warranties.
6. CM shall consult with and make recommendations to Owner in connection with the inadequate performance of materials, systems and equipment during the warranty period; shall assist Owner in the inspection of the Work prior to the expiration of the warranty period to ascertain the adequacy of the performance of materials, systems and equipment; shall document defects or deficiencies discovered by Owner during the warranty period; and shall prepare instructions for the correction of noted defects.
7. Assist the University Project Manager/Owner's representative with project specific financial and cost accounting. Cost accounting records shall be maintained for all project costs. The CM shall be responsible for maintaining such records. The CM shall make available all records necessary to verify the nature and extent of the costs associated with the execution of the project contract(s) to the University and State of New Jersey as applicable and required. Such inspection shall be available up to 3 years after the completion of the contract.
8. CM services and obligations under this scope of work shall be considered completed once the end users have occupied the building, are using it for its intended use, all project documentation has been accounted for, received, approved and transmitted to the University and closed out to the satisfaction of the University.
9. CM shall be responsible for maintaining Project record drawings. At the appropriate time, near the end of the Project, CM shall forward to Architect copies of the record drawings, Operations & Maintenance Manuals, and other required turnover for review by the design team prior to final submission to the Owner for review. All documentation turned over by the CM must be in the agreed upon format. Two hard copies are required in addition to all applicable documents being submitted in PDF, CAD and BIM formats. The CM will not be able to draw down on the final 5% retainage for any sub-contractor until a turnover meeting for that specific trade has been completed with the Owner & agreed that all close-out requirements have been met.

IX. SUPPORTING INFORMATION

- A.** Budget: The total construction project budget is \$46,000,000. The selected firm shall provide a breakdown of the construction budget and routinely update and validate the budget for the project. The construction budget includes all hard cost including construction contingency. For the purpose of the proposals, CM should base fees off of the project budget of \$46,000,000.
- B.** Schedule: The Occupancy is May 1, 2028.
- C.** Rowan will rely on the expertise of the successful respondent to independently propose schedule modifications or adjustments to enhance the efficiency of the project approach and to ensure a successful and timely project delivery.
- D.** The goal is to have each space vacant to avoid renovating in occupied spaces, however conversely there is a sensitivity relating to timeliness of delivery for all spaces. The DRAFT schedule attempts to represent this overall sensitivity and should only be used as a guidance document.
- E.** This contract requires compliance with the New Jersey Prevailing Wage Act. This contract will be subject to the terms of a PROJECT LABOR AGREEMENT. The PROJECT LABOR AGREEMENT will be included in the contract and a draft subject to change along with the current prevailing wages are available as Appendix E. Workers shall be paid not less

than the prevailing wage rate. In the event it is found that any worker, employed by the proposer or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid by the Project Labor Agreement, Rowan may terminate the proposer's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

X. PRICING

- A.** Fee proposal for the services described herein shall be completed using the Proposal and Pricing page included herein. Proposers will also be required to confirm their understanding and acceptance of the University's budget for the Project, which may be adjusted via the Guarantee Maximum Price Amendment process. Proposer acknowledges that the Guaranteed Maximum Price Amendment will be negotiated by and between the University and the successful Proposer after award.
- B.** Proposer acknowledges that the Lump Sum for Pre Construction Management Services provided in its proposal and the Construction Management fee will be for services required to be performed under this contract. Proposer further acknowledges that it assumes all risk of delivering Construction Management Services as required in these contract documents for the fee proposed below, and this amount will not be amended after award of this contract, including via the establishment of the Guaranteed Maximum Price, the GMP Amendment, or any change orders described above.
- C.** No proposal may be withdrawn for ninety (90) days.
- D.** Refer to the Proposal Page for additional information.
- E.** Prices provided must remain in effect for the dates noted on the proposal page.
- F.** All payments from Rowan to the successful proposer and from proposers to subcontractors and vendors for labor and services, under this contract, shall be made on an hourly flat rate basis, and limited to the work performed on any portion of the work done on this 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.

XI. TERM OF CONTRACT

- A.** Contract 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.** The University reserves the right to terminate the awarded Proposer's services for cause or convenience at any time during the term of the contract.
- C.** In the event that the University terminates services, written notice will be provided thirty (30) days in advance of termination date.

XII. PROCEDURAL REQUIREMENTS & AMENDMENTS

- A.** The 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 Vendor receives written approval from the Contracting Officer or respective designee.
- C.** Proposers must supply Rowan University with any/all applicable warranty information, whether expressed or implied.
- D.** Should the 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.** Rowan University may make changes in the general scope of the contract services provided by the Vendor by written notice in the form of a potential Change Order. The Vendor shall promptly comply with the request for potential change and shall bring all subsequent services in conformance with the notice.
- F.** If any such changes cause 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 agreed to in writing by both Parties. Proposers hereby agrees to negotiate on good faith.

G. The Vendor engagement partner and/or manager might be required to meet periodically with the Contracting officer or their representatives to discuss services.

XIII. VENDOR 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.

B. While on University property:

1. All personnel shall observe all rules and regulations in effect at Rowan University governing safety and personal conduct.
2. Vendor 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 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.

D. The Vendor 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.

XIV. PUBLIC SOLICITATION GENERAL

A. Rowan University may need to issue one or more addenda related to this request for proposals. Such addenda shall be added to the original proposal 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 proposal process for updated information or addenda related to this request for proposals.

B. Short procedural inquiries may be accepted by telephone from the Office of Contracting and Procurement. However, oral explanations or instructions given over the telephone shall not be binding upon the University. Proposers shall not contact any person within the University directly, in person, or by telephone, other than the contact listed for the Office of Contracting and Procurement listed on the Administrative Information page herein, concerning this project.

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

D. Any modifications to the proposal document prior to submission 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 request for proposals 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 proposal process until such time as the final contract is executed, upon such time the proposal submittals may be subject to the Open Public Records Act for non-propriety information. **It is the responsibility of the prospective vendor to indicate what submitted information is proprietary. Please see further information on Rowan's Confidentiality and Commitment to Defend page which can be found [here](#) under the heading Confidentiality and Commitment to Defend.**

- J.** All submissions will become the property of Rowan.
- K.** In submitting a proposal, the Proposer 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 proposal shall be at the expense of the Proposer. 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 request for proposals, Proposers 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 proposal or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors shall be rejected in accordance with applicable law.
- 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 in accordance with applicable law or to award in whole or in part if deemed in the best interest of the University to do so.
- S.** This request for proposals shall not become binding on the University until a contract is awarded and executed with the successful Vendor.
- 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 proposer 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 proposal shall be considered as conclusive evidence of such examination.
- V.** Unless specifically noted within this request for proposals, Rowan's Standard Terms and Conditions take precedence over any special terms and conditions contained in this request for proposals.
- W.** Proposers assume sole responsibility for the complete effort required in this request for proposals. No special consideration shall be given after proposals are opened because of a proposer's failure to be knowledgeable of all the requirements of this request for proposals. By submitting a proposal in response to this offering, the proposer represents that it has satisfied itself, from its own investigation, of all the requirements of this request for proposals.
- 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.

- 1.** Upon receipt of such written notice, the vendor will submit, within five (5) working days to the Senior Director of Contracting & Procurement, an itemization of the work effort already completed by task or subtasks. The vendor shall be compensated for such work effort according to the applicable portions of its cost proposal.
- 2. Change Orders** to existing contracts and/or bids: change orders to increase a Purchase Order must be made in writing before any additional work is started. The end user must notify the OC&P of the request including an explanation. The request will not be processed unless it is submitted accordingly.
 - a.** No single, or combined change orders for a construction contract may exceed 20% of the total contract/purchase order amount unless it is deemed an emergency, the result of unforeseen conditions and/or Board Approval is obtained.
 - b.** Any single or cumulative change order(s) totaling more than 20% of the construction contract must be approved by the Vice President of the Division seeking the Change Order and the Vice President of Finance. A written request must be forwarded to the Vice President describing the nature of the emergency and/or unforeseen condition, time of occurrence, and need to exceed the 20% cap for change order amounts. The Vice President will make the determination if there is an emergency and/or unforeseen condition warranting the change order and authorize the change order.
 - c.** To review the policy on change orders, please click [here](#).
- 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 request for proposals, is granted any rights hereunder.
 - BB.** The proposal submitted by the Proposer shall be binding on the Proposers.
 - 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 request for proposals.

XV. SUBMISSION REQUIREMENTS

In order to be considered, Proposers must submit a complete response to this RFP as well as a bid security in the amount of the lesser of 10% or \$20,000.00 and must be submitted on the form that is found [here](#), also provided above in the Required Procurement Documents & Proposer's Checklist . The bid security may be rendered through certified check, cashier's check, or bid bond at the bidder's option, The bid bond will be forfeited in the event that the successful Proposer refuses to enter into a contract with Rowan for the fee the CM submitted on the Proposal Page attached hereto.

A. Submission Format:

- 1. Table of Contents (0 Points)**
- 2. Cover Letter (0 Points)**

- a.** Submittal responses must have a cover letter on a letterhead signed in ink by all persons required under the applicable organizational documents in order to bind the Proposer on the submittal response. At minimum it should include:
 - 1.** Identification of the prime consultant and the team members.
 - 2.** A high level summary of your team's relevant qualifications.
 - 3.** Acknowledgement that you have reviewed any addenda issued to the RFP, as posted on the University's website.
 - 4.** The name and contact information of the individual in your firm that the University should contact
 - 5.** List and describe current status of any pending litigation or arbitration

6. State whether your firm has been sanctioned or excluded from receiving payments, or participating in any local, state, or federal government program.

3. Organizational Information (0 Points)

- a. Describe the organization and overall structure of your organization and proposed team; including sub-consultants. Indicate the composition and number of staff, facilities available and experience of your firm/team, sub consultants etc.
- b. Name of bonding company and name and address of agent. Current bonding rating, capacity, and reserve available to bond proposed project. (Attach letter from bonding company stating same.)
- c. Provide number and size (in dollar volume) of projects currently under contract. Provide status (pre-construction or construction) and schedule (start and completion dates). Provide assurance that your firm has the ability to undertake a project of this size. Provide total bond capacity, as well as available band capacity.

4. Firm's Experience on Similarly Sophisticated Projects (15 Points)

- a. The Responding Firm shall submit at least three (3), but no more than five (5), case studies as examples of the Responding Firm's past experience in managing construction projects comparable in size, cost and/or complexity to the Project. Such projects may include, but are not limited to, any of the following:
 1. Projects of similar size, cost and/or complexity
 2. Public sector projects
 3. Any combination of the above
- b. The case studies shall describe projects completed within the past seven (7) years, for which the Firm served as the CM. Case studies representing public-sector projects and/or design-build projects are preferable.
- c. The case studies must concisely set forth the basic background information for the projects offered as comparables (dates and location and the cost and scope of the work). The case studies must describe the effectiveness of the cited projects, and the methodology used to measure such effectiveness (on-time delivery, successful completion of project, effective management of costs).
- d. The case studies shall demonstrate why the cited projects are comparable to the Project that is the subject of this procurement.
- e. Where applicable, the case studies shall demonstrate the Firm's experience working with any Subconsultants.
- f. Case studies demonstrating the Firm's experience working on projects subject to NJDEP and NJDCA jurisdiction (or equivalent entities in other states or the Federal Government) are preferred, and case studies should describe the nature of the interaction with NJDEP/NJDCA (or equivalent entities), in terms of the particular issues encountered and the approach or methodologies employed for interacting with NJDEP/NJDCA (or other equivalent entities), and should describe the effectiveness of the Firm's approach, and the methodology used to measure such effectiveness.
- g. Each case study must identify the name and address of the contracting entity and the name, title and telephone number of a contact person associated with the contracting entity that is familiar with and able to comment on the Firm's performance on each project.
- h. We recognize most of this information was requested in the RFP, however, please include again within your proposal:
 1. Number of years in business as a CM
 2. Dollar volume of business per year total and in Higher Education
 3. Number of people employed, broken down by job title
 4. Percentage of work negotiated versus competitively bid
 5. Trades and type of work capable of performing in-house
 6. Describe union affiliations
 7. Revit/BIM capabilities and experience/approach:
 - a. BIM model vs. Construction model

- b.** On-site utilization of BIM for construction coordination
- 8. Experience or understanding of a collaborative design approach (i.e. CM, A/E, and Sub-Contractor interaction)
- 9. List of 1 architectural and 3 Owner references for recent relevant project experience

4. Staffing Proposal for the Project (10 Points)

In this procurement, the University has determined the following titles should be used to summarize your team members during the Preconstruction and Construction Phase for the Project, defining a roster of required CM Staff members identified by title and responsibilities, and defining whether such employees are required on a full time basis (these employees will only be staffed on this Project) or a part time basis (these employees may work on other projects in addition to the Project) for such staff member that varies over the duration of the Project. Please note any additional titles in your general conditions summary. The staffing required to be identified in the Technical Proposal, also known as the Key Team Members, is as follows:

A. Project Executive:

- 1. The Project Executive (PE) is the point of contact for the University and the CM on all contractual matters and is the primary overall manager of the CM staff. The PE shall assure that the CM staff provides all deliverables and meets all project requirements. The PE shall manage the CM field and CM office staff to provide deliverables required by the contract. The PE shall be responsible for the overall performance of the CM staff, and shall be the "CM Contact" as defined in the Agreement.
- 2. The PE must have a required minimum experience in a define position of a two (2) years or 2 projects of similar size and complexity. This experience must be in a similar position with similar responsibilities. A substitution for experience in this position can be a minimum of fifteen (15) years as a Senior Project Manager or Project Manager on similar projects.

B. Project Manager:

- a. The Project Manager (PM) shall be the CM's "in the field" staff manager, and lead for the Project. The PM is responsible for the Preconstruction Services along with review of all general construction activities as well as site work and furniture/technology placement. PM is responsible for coordinating all communications between CM, University and the Contractor. PM is the CM's liaison with NJDCA. PM shall manage the documentation control and uploading to the University database/systems. PM is responsible for the coordinating of all inspections by Code officials or Special Inspectors. The PM is responsible for review of all change orders, change proposals, and allowance allocations. The PM is responsible for review of all submittals and for recommending action on such submittals to NJSDA. The PM is responsible for review, oversight, and recommendation of the project schedule and updates. PM provides oversight and management of the Contractor's safety and QA/QC programs. PM shall manage and coordinate the activities of the Assistant Project Manager and other CM Staff and resources to achieve the successful performance of all of the PM's job functions and responsibilities listed above.
- b. The PM must have a required minimum experience as a project manager of ten (10) years or 5 projects of similar size and complexity. This experience must be in a similar position with similar responsibilities.

C. Assistant PM:

- 1. The Assistant Project Manager (APM) shall assist the CM's Project Manager (PM) and shall have supporting or complementary responsibility for the successful performance of all of the PM's job functions and responsibilities listed above.
- 2. The APM must have a required minimum experience as an assistant PM of five (5) years or 2 projects of similar size and complexity. This experience must be in a similar position with similar responsibilities.

D. Office Engineer:

- 1. The Office Engineer (OE) shall have the primary role of the review, processing and filing of all documentation on the project. The OE shall receive, log, and upload into the University's Database/system all submissions, submittals, correspondence or other documentation received on the project. The OE shall be responsible to track and ensure that all submissions/submittals are reviewed

and processed by CM and NJSDA and returned to the Contractor. The OE shall maintain the various documentation logs (Submittals, Change Orders, etc.) and report on this function at job meetings and in monthly reports.

2. The OE must have a required minimum experience as an OE of five (5) years or 2 projects of similar size and complexity. This experience must be in a similar position with similar responsibilities.

E. MEP Manager:

1. The MEP Manager shall be responsible to manage the performance of mechanical, electrical, plumbing and HVAC systems work (“MEP Work”) in coordination with the overall construction of the Project. The MEP Manager (MEP) shall have experience managing systems coordination and installation on projects of similar size and/or scope, in the areas of HVAC, Electrical (including but not limited to; Fire Alarm, Public Address and Information Technology), and Plumbing (including but not limited to; sprinkler, fire suppression and domestic water) systems. The MEP Manager will provide on-site pre-installation coordination and installation coordination of MEP Work for the Project. The MEP Manager shall be responsible to ensure that the specified and approved systems are fully provided and installed to function in accordance with the intent of the Design. The MEP Manager shall supervise inspections of MEP systems and equipment. The MEP Manager shall manage and coordinate the commissioning and startup of building systems by the Commissioning Agent engaged by the Contractor for the Project.
2. The MEP must have a required minimum experience as a MEP of ten (10) years or 4 projects of similar size and complexity including but not limited to performing /Commissioning services on at least 1 project. This experience must be in a similar position with similar responsibilities.
3. Furthermore, the Agreement requires that CM employ or engage an independent CPM Schedule Reviewer with the experience and qualifications noted in the Agreement.
4. Proposers shall provide a Project-specific Staffing Proposal that identifies the CM’s team, including a roster of Key Team Members to fulfill the primary obligations of the engagement and the CM Agreement, and any subcontractors or subconsultants necessary to fulfill the remaining obligations of the CM Agreement.
5. In addition to the information provided on the Staffing Proposal Form, the Responding Firm shall provide an Organizational Chart showing the Key Team Members identified for the Project, any other employees or resources that may participate in performance of CM services under the engagement, and any Subconsultants. The Organizational Chart shall show the responsibilities, structure, and lines of authority for the persons or entities identified.
6. Staffing Proposal shall identify the Key Team Members (), other employees, and subconsultant resources responsible for the following:
 - a. Overall management of CM services
 - b. Management of subconsultants (if any)
 - c. Management of invoicing and verification of project completion status
 - d. Analysis of the Project Schedule and schedule updates
 - e. Management of quality control and assurance program
 - f. Management of submittal review process
 - g. Submittal reviews (including Civil, Architectural, Structural, Mechanical, Plumbing, Electrical, and Technology submittals)
 - h. Tracking and monitoring of multiple permits, inspections, CAs, and COs
 - i. Monitoring, tracking, and follow-up on safety concerns
 - j. Management of Project Close-Out
 - k. Coordination of FFT&E installations
7. In addition to the core services performed by Key Team Members, certain services or deliverables for the engagement may be required on an as-needed basis (such as scheduling, estimating, review of submittals or inspection) and such as-needed services may be performed by other resources, such as

subconsultants or other employees of the CM firm, as needed to fulfill the requirements of the Agreement and this engagement. The Staffing Proposal shall identify these other employees or resources that are proposed to participate in the performance of CM Services under this engagement on an as-needed basis, though without the regularity or frequency of a Key Team Member.

8. No firm may propose as a Key Team Member any person who has assisted the University by materially participating in the preparation of an RFP for this Construction Management at Risk Services procurement for the Project. "Materially participating in the preparation of an RFP" shall mean the preparation of the RFP or RFP themselves, as well as the preparation of plans, specifications, reports or other documents that are produced with the intent to be incorporated into a Project Manual or Design-Build Information Package that is part of that RFP or RFP. Failure to observe this prohibition shall result in disqualification of the conflicted person from the Proposed Team, and rejection of the entire proposal that includes the ineligible person.
9. Identified Key Team Members are expected to fulfill their assigned duties, as referenced by the Responding Firm in this Technical Proposal, throughout Final Completion of the Contractor's Agreement. Changes to Key Team Members will not be approved if the Key Team Member to be replaced is still employed by the Responding Firm.
10. Responding Firms are encouraged to identify individuals to perform CM staff duties for this Procurement who are not currently assigned, and will not in future be assigned to perform CM staff duties on other Projects that will be in active construction during the active construction phase for this Project. The scoring evaluation will favor Staffing Proposals that do not present staffing conflicts for CM staff with respect to other active construction projects.
11. To facilitate evaluation of the Staffing Proposal in light of this concern, the Responding Firm shall provide a description of all current and planned future assignments for any individual identified in the Technical Proposal as performing a CM staff role.

5. Key Team Members' Experience on Similarly Sophisticated Projects (10 Points)

- a. The Responding Firm shall submit resumes of those employees designated as Key Team Members for the Project, and such resumes shall demonstrate the Key Team Members' experience providing similar services on similarly sophisticated projects, and shall demonstrate the Key Team Members' experience working with the subconsultants proposed for the Project, if any. "Similarly Sophisticated Projects" may include, **but are not limited to**, any of the following:
 1. Projects of similar size, cost and/or complexity
 2. Public sector projects
 3. Design-Build projects
 4. Any combination of the above
- b. For each Key Team Member, the resumes must include, but not be limited to: a description of at least two, but no more than five, projects completed within the last 7 years of similar or larger size and sophistication to this engagement. The resumes should also include governmental experience and experience with NJDEP and NJDCA (or equivalent entities in other states or the Federal Government) that the Team Member completed in a similar role as that proposed. Specifically the resumes shall describe the nature of the interaction with NJDEP/NJDCA (or equivalent entities in other states or the Federal Government), in terms of the particular issues encountered and the approach or methodologies employed for interacting with NJDEP/NJDCA (or equivalent entities in other states or the Federal Government), and should describe the effectiveness of the approach, and the methodology used to measure such effectiveness.
- c. For each project cited in the Key Team Member Resume, the Responding Firm must identify the name and address of the contracting entity and the name, title and telephone number of a contact person associated with the contracting entity that is familiar with and able to comment on the Key Member's performance on each project.

- d. The submitted information will be evaluated to determine how well the Firm identifies and demonstrates that its key personnel meet or exceed minimum qualifications necessary to illustrate that the Firm has sufficient previous satisfactory experience with work of equal or greater sophistication. The Selection Committee will evaluate how well the Responding Firm demonstrates that it has the necessary structure and sufficient experienced, qualified personnel within its organization to effectively manage, inspect and administer the Project, and monitor construction operations, quality control and safety programs.
- e. The Responding Firm shall provide a description of all current and planned future assignments for any individual identified in the Technical Proposal as performing CM staff duties. Specifically, the required information shall include, for each individual named to perform CM staff duties: 1) the name of each other project for any such assignment; 2) a description of the responsibilities or duties required for such assignment; and 3) the anticipated duration of the other assignment. The SDA will utilize this information to evaluate whether the Staffing Proposal presents the possibility of a staffing conflict by identifying CM staff who will be or who are already assigned to active construction projects running simultaneously with this Project. The Evaluation Committee may consider evidence of such a staffing conflict when evaluating and scoring the Technical Proposal.

6. Firms Project Approach (35 Points)

- a. Define your method of the construction management process including cost control and cost estimating as well as schedule management for the following:
 - 1. During design – include a definition of value engineering and describe your philosophy, methodology, and capabilities during value engineering. Describe your typical estimating process; in-house and using subcontractors. Summarize your familiarity with the local subcontractor marketplace in regards to estimating processes. Your understanding of the Target Value Management process.
 - 2. Development of GMP – include definition of GMP, describe your approach to financials and coordination thereof as well as development of scopes of work and approach to document coordination. Define how you will ensure the Design Development with the A/E TEAM is consistent with our established Target Value.
 - 3. During construction – include shop drawing, change order, RFI, and other management approaches including the management software you utilize for these process.
- b. Describe how hidden conditions (utilities, hazardous materials, MEPFP conflicts etc.) are funded during the course of construction and managed within the overall contract schedule. Define how you will protect the GMP against hidden conditions and maintain the overall budget.
- c. Describe and quantify any contingencies and/or allowances that you normally include in an estimate (pre-design, schematic design, design development) and your GMP. Include your understanding of how the contingencies within the GMP would be controlled or utilized during construction.
- d. Describe optimal timing for onboarding of Trade Partners and explain the process to ensure a competitive environment to optimize the value for Rowan. Summarize what trades you would recommend onboarding during the design process to maximize benefit
- e. Describe any particular foreseeable challenges based upon the project components and/or location
- f. Describe your optimal recommended approach to bonding and insurance, including wrap up options (traditional, OCIP, CCIP, Subcontractor default insurance, etc.).
- g. Describe your experience with local governing agencies including, but not limited to: DCA, NJ DEP, Glassboro Township, Rowan, and the South Jersey marketplace
- h. Please describe experience with Project Labor Agreements
- i. Opinion of cost – please complete the attached Appendix F Program Matrix and CM Opinion of Cost. Please note that the basis of this information will not be used as selection criteria for the award of CM. (unless wildly high or low from the average) This information is to be used as a tool throughout design to ensure the budget is aligned with the Target Value approach and to begin to understand the local market conditions and projected escalation.

7. Business Terms - Proposal & Fee Schedule (30 Points)

- a. Please complete Fee Proposal on the Pricing & Proposal Page. Fees should be stated as the Proposers fees for the construction management services which shall include all costs outlined below:
- b. Part A – Preconstruction Services from award to each and all GMPs , along with definition of Pre Construction staff involvement versus General Condition staff during GMP development as construction is ongoing.
- c. Part B – Construction Services (percentage of construction costs against the estimate of Cost of Work – provide sliding scale should construction increase or decrease). Construction costs are expected to be \$46,000,000.
- d. Provide your change of work costs on a percentage of the Direct Cost of Work
- e. General Conditions Estimate with detailed back up summarizing staff including titles as listed above.
- f. General Requirements – Provide summary of estimated General Requirements which shall include, but is not limited to, field facilities, utilities, site fencing, temporary roads, dewatering, temporary drainage, hoists, temporary construction aids, etc.
- g. Provide bond cost as a percent of construction.
- h. Provide General Liability Insurance as percent of construction
- i. Hourly Rate Schedule – Indicate those employees which are included in your fee (executive staff that is part of overhead). Include rates each year through 2029 and note if they are constant or increase annually by a certain percentage
- j. Subcontractor default Insurance Program - provide rate for utilization of this program and describe how you ensure costs are a direct pass through to the Owner.
- k. Estimate Builders Risk Cost
- l. List, define, and quantify any costs that are not part of the CM's fee or general conditions (as defined by this document) and that are not typically itemized and defined in the Contract Drawings and Divisions 02 through 31 of the specifications. Also indicate if there are any other costs that should be included in the General Conditions .
- m. The attachments (item 9 below) should include hourly fees for key members- principal, associate, project manager, administrative etc. that will be working on the project.

B. Attachments

1. Resumes, references, qualifications appropriate certification and licenses for all key team members (prime consultant and sub-consultants).
2. Indicate which team members will be responsible for review and submission of permits. Provide names of those team members which have specific knowledge of and experience with the approval and permit processes of the State of New Jersey Department of Community Affairs, Department of Environmental Protection and other applicable area regulatory agencies, and with the administrative review processes and requirements with other applicable NJ State public agencies.
3. Proof of all discipline required certifications and licensing.

C. Required Procurement Documents: Proposals should include all information requested on the Required Procurement Documents page of this RFP.

D. Proposals are to be limited to 12 Pages double sided, not including the attachments and/or any additional supporting documentation listed out in this RFP.

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Proposal Submissions & 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.

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

BID SUBMISSION PORTAL



(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

Selection of the awarded Proposer(s) shall be based solely on the Review Committee's evaluation of the submissions and the criteria set forth above; and consistent with Rowan's award standard to the most responsible respondent whose proposal: (a) conforms to the request for proposals; and (b) will be most advantageous to the University, price and other factors considered. Rowan reserves the right to interview the respondents to clarify any terms of a proposal in its discretion, provided however proposers will not be provided an opportunity to alter the terms of their proposal in any such interview. Rowan also reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan. In addition, Rowan reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

Submission of a Proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the that responsible proposer whose proposal, conforming to the RFP , will be most advantageous to the University, price and other factors considered.

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 Proposer 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.

Failure to respond within two days may result in disqualification of the proposal in Rowan's sole and absolute discretion

The award of this RFP will be based upon a review and analysis of all proposals conforming to the RFP, to determine which will be most advantageous to the University, price and other factors considered. The contract award will be based on a points-earned matrix derived from the categories and point allocations set forth below:

Scoring Category	Points
Firm's Experience on Similarly Sophisticated Projects	0 - 15
Staffing Proposal for the Project	0 - 10
Key Team Member's Experience on Similarly Sophisticated Projects	0 - 10
Project Approach	0 - 35
Business Terms - Proposal & Fee Schedule	0 - 30

Note:

- If a Proposer submits a proposal that does not provide detailed and coherent information regarding a specific scoring category, the Proposer will be granted zero (0) total points for that category.
- The University reserves the right to conduct reference checks to confirm qualitative and quantitative information presented in Proposers listed experience to assist in preparing a score for the Proposer's experience on similarly sophisticated projects.

Proposal & Pricing Page

The undersigned firm, in response to Rowan University's **RFP 26-11 Construction Manager at Risk for Edelman College**, having carefully examined the RFP documents and being familiar with the requirements therein, hereby submits the following proposal to provide such services and materials meeting the requirements outlined in this RFP.

Description	Costs
Part A Preconstruction Services	\$
Part B Construction Management Services Fee	%
Fee on Changes	%
General Conditions Estimate	\$
General Requirements Estimate	\$
Payment & Performance Bond	%
GLI	%
Hourly Rate Schedule	Provide detailed back up
SDI	%
Builders Risk	%
Confirmation of Construction Budget to be Converted into Guarantee Maximum Price via Amendments	\$ 46,000,000.00

** Definition of the above requested Fees and terms are detailed out in the above submission section of the RFP; any percentages above shall estimate against direct work

Proposer Name	(Please Print Clearly)
Proposer's Signature	
Print Name & Title	
Address	
Phone	
Email	
<p><i>Proposer must initial and date any and all changes to their proposal amount. No corrections will be accepted without Proposer initials and date next to any and all corrections.</i></p>	

Primary Contact for Project

Name	
Phone	
Email	

Location of Office Serving This Project:	
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Additional Information

The following appendices can be obtained on the Office of Contracting & Procurement website:
<https://sites.rowan.edu/procurement/bids/index.html>

The following appendices are attached for the facilities associated with the project.

- 1. Appendix A – Rowan Approved Program**
- 2. Appendix B –University Academic Calendar**
- 3. Appendix C - Draft Modified AIA A133-2019 CM Agreement**
- 4. Appendix D - Draft Modified AIA 201-2017 General Conditions for Construction.**
- 5. Appendix E - Project Labor Agreement**
- 6. Appendix F – Program Matrix & Opinion of Cost R1**
- 7. Appendix G - AIA Document A133-2019 Exhibit B Bond**
- 8. Appendix H - AIA Document A133-2019**

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TERMS & CONDITIONS SPECIFIC TO ROWAN UNIVERSITY

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's 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 forth.

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 uncopyrighted 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 in accordance with Appendix G – AIA A133-2019 Exhibit B Bond. 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 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.

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

1. 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.

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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 Construction Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

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

III. PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the University, except those contracts which are not within the contemplation of the Act. The 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](#).

IV. 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.

V. 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.

VI. RIGHT TO AUDIT

Pursuant to N.J.A.C. 19:70-1.1 et. seq, the Office of the Comptroller, has the authority to audit or review contract records that are relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C- 14(d).

VII. MAINTENANCE OF RECORDS

The vendor shall maintain 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.

VIII. PAY TO PLAY PROHIBITIONS

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

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

would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;

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

IX. POLITICAL CONTRIBUTION DISCLOSURE

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

X. 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%.

XI. STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

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

XII. 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.

XIII. 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.

XIV. 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 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.).

XV. 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

XVI. 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.

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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 (MSDS) 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 storage 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.

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