

RFP 26-27
WINANS ROOF
REPLACEMENT
FOR ROWAN
UNIVERSITY

REQUEST FOR PROPOSALS (RFP)

Rowan University
The Office of Contracting & Procurement

201 Mullica Hill Road
Glassboro, NJ 08028
Phone: 856.256.4171

Email: bids@rowan.edu



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Administrative Information

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

RFP 26-27 Winans Roof Replacement

Questions:

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

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

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

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Schedule of Events

Due Date:

Proposals must be received no later than the submission due date and time listed in the **Schedule of Events** below to bids@rowan.edu. **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	2/12/2026	
Request for Proposal Issued	2/12/2026	
Site Visit*	2/18/2026	10:00 am
Questions Due	2/25/2026	
Answers Posted to Website	3/3/2026	
Submissions Due	3/12/2026	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:

Winans Hall
Rowan University
201 Mullica Hill Rd
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 listed below are Procurement documents mandated by State law and University policy. All documents listed must be included with your submission package unless otherwise indicated below 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.

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)	If any issued, may not be applicable.	
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.	
Failure to include the below requested documentation with the proposal may result in rejection of Proposer's submission except as otherwise indicated below			
7	Certification of Non-Debarment pursuant to N.J.S.A. 52:32-44.1	To be provided prior to award	
8	Acknowledgement of Project Labor Agreement		
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 proposal 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		

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

PROJECT INTRODUCTION

Rowan University is soliciting bids from qualified general contractors for services related to the roof replacement of Winans Hall. Winans Hall, also referred to as the Wellness Center, is located on Rowan University's Glassboro Campus at 201 Mullica Hill Road, Glassboro, NJ 08028.

I. SCOPE OF WORK

- A.** The scope of work for this project consists of, but is not necessarily limited to, the following:
 - 1.** Contractor will complete all tasks necessary to complete the project as outlined in the Project Manual.
 - 2.** Draft copies of the Modified AIA A201 General Condition of the Contract for Construction, Modified AIA A101 Standard Form of Agreement Between Owner and Contractor and Modified AIA A101 Exhibit A Insurance and Bonds are included as part of the bid documents. Any questions concerning the contract documents shall be addressed during the question-and-answer period. Please submit questions accordingly.
 - 3.** The drawings and specifications of the contract are intended to require the contractor to provide everything reasonably necessary to accomplish the proper and complete finishing of the work.
 - 4.** All work and materials included in the specifications and not shown on the drawings or shown on the drawings and not in the specifications, shall be performed and/or furnished by the contractor as if described in both.
- B.** Please refer to the Project Manual, Drawings, and Specifications found on our website for a detailed and complete scope of work.
- C.** Substantially completed by **08/01/2026**.
- D.** Liquidated Damages: **\$1,000 per day**
- E. Use of Premises**
 - 1.** Contractor shall restrict work, staff, and debris to the contract premises and as authorized by the University. The Contractor is responsible for coordination of trades to ensure timely completion of work and to minimize disruption of the activities of the University.
 - 2.** Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond the site perimeter unless prior approval of the University is received prior to conduction of such work or operations.
 - 3.** Driveways & Entrances: Keep driveways and entrances serving premises clear and available to Rowan University, Rowan employees, and emergency vehicles always.
 - 4.** Do not use areas outside the limit of construction sites for parking or storage of materials.
 - 5.** Upon completion of work, the awarded Vendor is responsible for leaving any construction areas in clean condition.
- F. Intent of Contract**
 - 1.** Project documents provided for this contract are intended to require the Contractor to provide for everything reasonably necessary to accomplish the proper and complete finishing of the work.
 - 2.** All work and materials included in the specifications and not shown on the drawings or shown on the drawings but not in the specifications, shall be performed and/or furnished by the Contractor as if described in both.
 - 3.** Any incidental materials and/or work not specified in the drawings or specifications which are, nevertheless, necessary for the true development thereof and reasonably inferable therefrom, the Contractor shall understand the same to be implied and required and shall perform all such work and furnish all materials as if particularly delineated or described therein.
 - 4.** Should there be an obvious error between the drawings and specifications, the most stringent constraints of the conflicting information shall be assumed by the Contractor, unless otherwise stated in writing by the University Project Manager or designee, and the Contractor shall complete the work as reasonably required, consistent with the intent of such drawings and specifications as interpreted by the University.

5. When a conflict exists between scope specific information in this RFP and the Project Specifications, and/or accompanying documents, the Project Manual and accompanying documents take precedence.
6. All project, addenda, and supplemental information will be posted on the Office of Contracting & Procurement [website](#).
- G. **Project Labor Agreement.** This contract will be subject to the terms of a Project Labor Agreement. The Project Labor Agreement will be included in the contract and is attached hereto. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any worker, employed by the selected Vendor 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 Vendor'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. Current prevailing wage rates are set forth here: <https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml>.

II. **PRICING**

- A. Base proposal must include all labor, materials, equipment, supervision, coordination efforts, services, filing fees, security, insurance and all other associated or related items specified herein that are necessary to complete the work.
- B. The contract will be awarded, or all proposals rejected, within 60 days of award, except that the proposals of any Proposers who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.
- C. All costs associated with the successful completion of this project must be included in the base proposal on the proposal page.
- D. If awarded, prices set forth on the Proposal Page are not subject to change.
- E. Proposals shall include labor and price plus costs as indicated 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.

III. **TERM OF CONTRACT**

- A. Contract period will be for 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. Except as set forth in **Section VI.(C) Vendor Personnel** below, if the University terminates services, written notice will be provided thirty (30) days in advance of termination date.

IV. **PROCEDURAL REQUIREMENTS AND 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 shall designate an engagement partner and/or manager who may be required to meet periodically with the Contracting Officer or their representatives to discuss services.

V. 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 found [here](#)..
 - 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.

VI. 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-proprietary 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 shall not be responsible for payment of attorney fees to contractor(s) 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 proposals: 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.

VII. **SUBMISSION REQUIREMENTS**

- A. To be considered, proposers must submit a complete response to this RFP as well as a proposal security in the amount of the lesser of 10% of the proposal or \$20,000 ("Bid Bond") and must be submitted on the form that is found on the Rowan University Office of Contracting and Procurement's web page under Proposal Forms, a link to which is provided above in the Required Procurement Documents & Proposer's Checklist. The Bid Bond will be forfeited if the successful proposer refuses to enter into a contract with Rowan on the terms and conditions set forth in the submission from the successful proposer.
- B. Proposal submissions should include all information noted in the sections above and on the **Required Procurement Documents & Proposer's Checklist** page of this document as well as the following information.

- C. All information designated in the **Project Manual** and accompanying documents, if applicable.
- D. Proposals submitted in any other format other than as listed below will be considered informal and may be rejected.
- E. The proposal submission should be concise and shall be organized in a manner so the Selection Committee may quickly access pertinent information. Every effort should be made to avoid duplicating the information presented in the proposal submission. Each proposal submission should include a table of contents and be organized by sections corresponding to the items and in the same order as listed below, provided however, failure to include a table of contents will not result in automatic disqualification.
 - 1. **Cover Letter:** Proposal submissions may be accompanied by a cover letter not to exceed two (2) pages signed by a principal of the firm. Failure to include a cover letter will not result in a disqualification of the proposal.
 - 2. **New Jersey/Higher Education Experience:** Proposer's documented experience with New Jersey public work and/or higher education experience, preferably in New Jersey. This may include past performance.
 - a. **Form: General Contractor Experience in NJ & Higher Education**
 - 3. **General Project Experience:** Proposer's documented experience in construction projects of a similar scope and size in relation to the work required by this RFP as well as relevant project experience.
 - a. **Form: General Contractor Experience, General**
 - 4. **Approach to Schedule:** Proposer's construction schedule for the project with a focus on the detail, quality, and practicality.
 - a. **Form: General Contractor Approach to Schedule**
 - 5. **Proposal & Pricing Page:** Fully executed.
 - 6. **Required Procurement Documents & Proposer's Checklist:** All documents requested (**Page 4**), should be submitted in the listed order.
- F. Proposal submissions shall not contain URLs (Uniform Resource Locators) or web addresses. The internet contains dynamically changing content, inclusion of a URL or web address in a proposal submission is indicative of potentially changing information. Inclusion of a URL or web address in a proposal implies that the proposal's content changes as the referenced web page changes.
- G. Conditional proposals will not be considered.
- H. An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified, in accordance with applicable law.
- I. The Selection Committee will verify that all Proposers are qualified to complete the Project timely and on budget.
- J. Pending determination that proposals are responsive to the RFP and the Selection Committee's determination that such proposers are qualified as set forth in the item above, selection of the awarded Proposer(s) shall be based solely on the lowest responsible proposal price which proposal is determined to be the most advantageous to Rowan (including any clarification obtained via interview (as described on the schedule of events page hereto) or written response (as described below)).
- K. Rowan reserves the right to interview the respondents prior to the proposal due date to obtain additional clarification and understanding of the information presented in a proposal to aid in assessing the responsibility of the proposal.
- L. **Requests for Clarification by the University:** The University may request that Proposer clarify any information contained in proposal. Proposers are required to provide a written response within two (2) business days of receipt of any request for clarification by the University.
- M. The award of this RFP will be based upon a review and analysis of all proposals to determine which proposal is the most advantageous to the University, price and other factors considered. The proposal will be scored based on the criteria outlined below.
- N. **Post Award:** Following the notification of award, Vendor may receive a contract along with a request to review terms, deliverables, costs, and the University's expectations in general. You will be able to address any post award questions or concerns at this time. All contracts will be executed within 60 days of award;

provided however such requirement may be extended by upon mutual agreement of both parties.

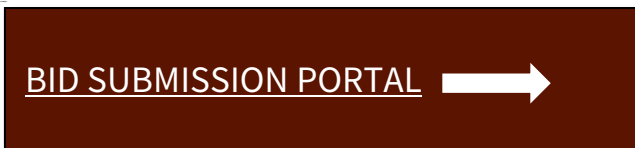
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Proposal Submissions & Instructions

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.



(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

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Evaluation Process

SECTION 1 - PROCUREMENT OVERVIEW

A. General University Policies

An initial screening of all submissions will be conducted by the University's Selection Committee to determine overall responsiveness. *Submissions determined to be incomplete or nonresponsive may be disqualified, in accordance with applicable law.* The Selection Committee will verify that all proposers are qualified to complete the Project timely and on budget. The University reserves the right to interview the respondents prior to evaluation of the proposals to obtain additional clarification and understanding of the information presented in a proposal to aid in assessing the responsibility of the proposal. The University reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for the University. The University reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, the University may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

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

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

Respondents are advised to adhere strictly to the requirements set forth below. Any materials which are not required, or which exceed the specified submission requirements will not be considered in scoring. Where applicable, submissions shall be prepared and submitted using the forms provided by the University as specified below.

B. Basis of Award.

The University will award a contract to the Contractor whose proposal conforms with all the terms and conditions of the solicitation as set forth above and whose proposal is determined to be the most advantageous to the University, price and other factors considered, in accordance with the terms of this RFP, and the provisions of the University's procurement policies and applicable New Jersey state law including, but not limited to, N.J.S.A. 18A:64M-1 *et. seq.*

Each proposal shall include a Pricing Proposal and a Technical Proposal, each as more fully described below. In evaluating each proposal, the Pricing Proposal shall represent 60% of the weighted scoring and the Technical Proposal shall represent 40% of weighted scoring. The University is under no obligation to accept the lowest price proposal.

The University has no obligation to make an award and reserves the right to waive any non-material defects, reject any or all proposals for any reason in accordance with law, and/or terminate the selection process at any time.

SECTION 2 – TECHNICAL PROPOSAL EVALUATION CRITERIA

A. Evaluation of Technical Proposal by the Selection Committee

The Technical Proposal submission consists of the following categories, each of which is further described below:

- General Contractor's Experience on Similarly Sophisticated Projects in NJ or Higher Education
- General Contractor's General Project Experience
- General Contractor's Approach to Schedule

The Technical Proposal will be evaluated by the Selection Committee based upon information provided by each Proposer for each category. The members of the Selection Committee may confer with each other regarding the content of the Technical Proposals before scoring, but each Selection Committee member will independently score each Technical Proposal.

Each Selection Committee Member will evaluate each Technical Proposal, assigning a raw score for each category on a scale of 0 to 10 as follows:

- **Outstanding (9-10):** depth and quality of response offers significant advantages.
- **Superior (7-8):** exceeds RFP requirements with no deficiencies.
- **Sufficient (5-6):** meets RFP requirements with no significant deficiencies.
- **Minimal (3-4):** meets RFP requirements but contains some significant deficiencies.
- **Marginal (1-2):** comprehends intent of RFP but contains many significant deficiencies.
- **Unsatisfactory (0):** requirements not addressed, and lack of detail precludes adequate evaluation.

Weighting factors will then be applied to each of the Selection Committee Member's raw scores for each listed criteria category to arrive at a total weighted category score as follows:

Evaluation Criteria Category	Weighting Factor (Applied to Raw Score)	Maximum Available Points for Category
New Jersey/Higher Education Experience	3.5	35
General Project Experience	3.0	30
Approach to Schedule	3.5	35
Total Possible Non-Price Points		100

Overall scores for each category in the Technical Proposal will be calculated by averaging scores received from each Selection Committee member in a specific category.

B. Experience on Projects in NJ or Higher Education

Utilizing the Contractor's Experience form provided by the University, attached hereto and made a part hereof, the Contractor shall submit at least three, but no more than six, case studies as examples of the Contractor's past experience in performing and managing construction projects comparable in size, cost and complexity to the Project that were completed in New Jersey or for institutions of higher education. The case studies shall describe projects completed within the past seven (7) years, for which the Contractor served as the prime construction Contractor. Case studies representing comparable experience, if any, should be indicated.

The case studies must concisely set forth the basic background information for the projects offered as

comparable (dates and location and the cost and scope of the work) and why they are comparable. 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).

Case studies demonstrating the Contractor's experience working on projects subject to NJDEP and NJDCA jurisdiction (or equivalent federal or state entities in other states) are preferred and should be identified.

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 Contractor's performance on each project.

C. General Experience

Utilizing the Contractor's General Experience form provided by the University, attached hereto and made a part hereof, the General Contractor shall submit at least three, but no more than six, case studies as examples of the General Contractor's past experience in performing and managing construction projects comparable in size, cost and complexity to the Project that were **not** completed in New Jersey or for institutions of higher education. The case studies shall describe projects completed within the past seven (7) years, for which the Contractor served as the prime construction Contractor. Case studies representing comparable experience, if any, should be indicated.

The case studies must concisely set forth the basic background information for the projects offered as comparable (dates and location and the cost and scope of the work) and why they are comparable. 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).

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 Contractor's performance on each project.

D. Approach to Schedule

Using the Contractor's Approach to Schedule form provided by the University, the Contractor shall submit a detailed bar-chart schedule for completion of the project, showing all phases of the Project. These phases should include, but not be limited to securing of all governmental and non-governmental approvals of plans and specifications and tracking major construction activities and milestones (i.e. substantial completion, final completion and project closeout).

The bar chart schedule shall be accompanied by a written narrative indicating the Contractor's approach and methodology for executing the Project within the milestone dates provided and periodic reviews of the Project status with designated University personnel. The narrative shall address topics relevant to the performance and completion of the project that may include, without limitation, the following: identification of schedule concerns and constraints (e.g., permitting issues, labor and material availability, winter weather conditions) and plan for completion of the project in accordance with the University's proposed date for contract completion.

SECTION 3 – PRICING PROPOSAL

Interested firms must submit along with the Technical Proposal, a sealed “Price Proposal,” which contains the lump sum contract price the Contractor intends to propose for the Project. The contract price will form the basis for the contract price for the Project. The Price Proposal must be submitted on the form provided by the University.

The lowest responsive price proposal shall be awarded the maximum number of points for the price component, which shall be 100. All other price proposals shall be awarded points based on the percentage that each proposal exceeds the lowest proposal, provided however, the University reserves the right to reject any price proposal in deems to be irresponsible in its sole discretion in accordance with applicable law. Such determination shall be made the University’s professional staff with experience in similar construction projects based upon their reasonable expectations and comparable proposals. Any rejected pricing proposals shall not be factored into the calculation of scores for other pricing proposals.

Set forth below are hypothetical examples of pricing scoring:

CALCULATING PRICE POINTS

SAMPLE Price Proposal		SAMPLE Points Calculation	
General Contractor #1:			
Price = \$900,000			
		Lowest Price	100 points awarded
General Contractor #2:			
Price = \$1,100,000			
Lowest Price -	<u>\$900,000</u>	$\$200,000 \div \$900,000 = .22222 \times 100 = 22.222 \text{ points}$	
Price Difference	\$200,000	$100 \text{ points} - 22.222 \text{ points} =$	77.778 points awarded
General Contractor #3:			
Price = \$1,200,000			
Lowest Price -	<u>\$900,000</u>	$\$300,000 \div \$900,000 = .33333 \times 100 = 33.333 \text{ points}$	
Price Difference	\$300,000	$100 \text{ points} - 33.333 \text{ points} =$	66.667 points awarded
General Contractor #4:			
Price = \$1,400,000			
Lowest Price -	<u>\$900,000</u>	$\$500,000 \div \$900,000 = .55555 \times 100 = 55.556 \text{ points}$	
Price Difference	\$500,000	$100 \text{ points} - 55.556 \text{ points} =$	44.444 points awarded
General Contractor #5:			
Price = \$1,000,000			
Lowest Price -	<u>\$900,000</u>	$\$100,000 \div \$900,000 = .11111 \times 100 = 11.111 \text{ points}$	
Price Difference	\$100,000	$100 \text{ points} - 11.111 \text{ points} =$	88.889 points awarded

SECTION 4 – FINAL SCORING

The University’s Selection Committee shall add each proposer’s Technical Proposal Score (multiplied by a weighting factor of 0.40) to its Pricing Proposal Score (multiplied by a weighting factor of 0.60) to determine such proposer’s final score (“Final Score”). The proposer with the highest overall score based upon the evaluation criteria will be selected Contractor. Examples of calculation of Final Score are as follows:

SAMPLE Raw Points		SAMPLE Weighted and Combined Totals			
General Contractor #1:					
Price =	\$900,000	$100 \text{ points for lowest price}$ $(100 \times .6) + (44.4 \times .4) = 60.000 + 17.760$	Final Score =		77.760
Price Points =	100				
Non-Price Points =	44.4				
General Contractor #2:					
Price =	\$1,100,000	$(77.778 \times .6) + (100 \times .4) = 46.667 + 40.000$	Final Score =		86.667
Price Points =	77.778				
Non-Price Points =	100				
General Contractor #3:					
Price =	\$1,200,000	$(66.667 \times .6) + (80 \times .4) = 40.000 + 32.000$	Final Score =		72.000
Price Points =	66.667				
Non-Price Points =	80				
General Contractor #4:					
Price =	\$1,400,000	$(44.444 \times .6) + (71.1 \times .4) = 26.666 + 28.440$	Final Score =		55.106
Price Points =	44.444				
Non-Price Points =	71.1				
General Contractor #5:					
Price =	\$1,000,000	$(88.889 \times .6) + (88.9 \times .4) = 53.333 + 35.560$	Final Score =		88.893
Price Points =	88.889				
Non-Price Points =	88.9				

Proposal & Pricing Page

The proposer states that he/she has carefully examined the specifications of having carefully examined the proposal documents and being familiar with the requirements therein, hereby submits their proposal to provide such services meeting the requirements outlined in this RFP.

Name	
Title	
Vendor Name	
Address	
Phone	
Email	

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

Vendor Point of Contact

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

Point of Contact	
Phone	
Email	

Pricing

Description	Costs
Base Proposal	\$
Lump Sum Allowance No. 1: Permitting Fees	\$20,000.00
Total	\$

ROWAN UNIVERSITY TERMS & CONDITIONS

I. REPRESENTATIONS AND WARRANTIES

The Vendor expressly warrants that:

- A.** The Vendor has legal capacity to execute and perform any Agreement arising from this quote, contract, and/or public solicitation.
- B.** The Agreement is valid, binding, and enforceable against the Vendor according to its terms.
- C.** The execution and performance of an agreement by the Vendor does not, and will not, violate or conflict with the terms of any existing Agreement or understanding of which the Vendor is a party.
- D.** The execution and performance of an Agreement by the Vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the Vendor.
- E.** The Vendor knows of no reason why the Vendor is in any way, physically, legally, or otherwise, precluded from performing the obligations under an Agreement arising from this request for proposals, in accordance with its terms, including without limitation those relating to health and safety.
- F.** Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.

II. GOVERNING LAW, JURISDICTION, ATTORNEY'S FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to any applicable conflict of laws provision. Vendor hereby irrevocably and unconditionally agrees that any suit, action or other legal proceeding arising out of or in connection with this Agreement, or the transactions contemplated hereby, shall be brought in the courts of record of the State of New Jersey or the courts of the United States located in said state, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection to the venue of any such suit, action or proceeding in any of such courts.

III. DEFAULT

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

IV. SALE OR BANKRUPTCY OF BUSINESS

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



LIABILITIES

C. 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.

D. 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.

E. INSURANCE RFP

- 1. Vendor agrees to obtain and maintain, at its sole expense, the insurance coverage described below. All insurance must be placed with an insurance company licensed to conduct business in the State of New Jersey and maintaining an A.M Best Rating of “A” or better with a financial size rating of Class XI or larger. All insurance required herein shall be written on an Occurrence basis, unless otherwise noted, shall contain a waiver of subrogation in favor of Rowan University and the State of New Jersey, and will be in effect no later than 12:01 A.M. at the start of the day of the contract and must remain in effect for the duration of the contract, including any extensions.
- 2. The Vendor agrees that no insurance policy will be cancelled, reduced, or revised without thirty (30) days prior written notice to Rowan University. In addition, required insurance will be primary to any other insurance available and any limitations of Vendor’s insurance will not relieve the Vendor of its indemnification responsibilities to Rowan University and the State of New Jersey per Section IV. Indemnity.
 - a. Insurance Required:
 - 1. Workers’ Compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the employee of Vendor who will be engaged in the performance of work under this contract.
 - 2. Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence; one million dollars (\$1,000,000) disease, each employee; and one million dollars (\$1,000,000) disease, aggregate limit.
 - 3. Commercial General Liability written on a current ISO Occurrence Form or equivalent. The General Liability policy will include, but not be limited to, coverage for bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, sexual abuse and molestation, contractual liability, and fire legal liability. Vendor agrees to maintain the following general liability limits of coverage:

• per occurrence \$1,000,000

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

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

4. Comprehensive Automobile Liability written on an occurrence basis covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.
 5. Excess Liability, umbrella insurance, follow form, applying excess of the commercial general liability, commercial automobile liability and employer’s liability insurance in minimum amounts of one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) general aggregate, and one million dollars (\$1,000,000) products/completed operations.
 6. Pollution Legal Liability insurance policy, if applicable to the services performed under this contract, in minimum amounts of two million dollars (\$2,000,000) per occurrence. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that occurred during, or as a result of, the provision of Vendor’s services under this contract, but are not discovered until after completion of services under this contract.
 7. Professional (Errors & Omissions) Liability insurance, if applicable, in minimum amounts of two million dollars (\$2,000,000) per claim. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that result from the professional services provided during the term of this contract regardless of when a claim is made.
 8. Cyber Breach/Privacy Liability Insurance, providing coverage for 1) Privacy Liability, Network Security Liability, and Regulatory Liability; 2) Payment Card Industry (PCI) Fines, Penalties, and Assessments; 3) Breach Response Costs including Data Forensics, Public Relations, and Privacy Counsel, and 4) Notification, Credit Monitoring, and Identity Theft Restoration Costs. The limits of liability will be in minimum amounts of 15 million dollars (\$15,000,000). If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for all claims received after the termination date of the claims-made policy.
- A. The General Liability, Automobile Liability and Pollution Legal Liability policies shall each name Rowan University and the State of New Jersey as additional insureds.
 - B. Vendor shall bear all costs of all policy deductibles.
 - C. Vendor may, if they so desire, include with their proposal the applicable certificates of insurance. This will expedite the contract award process for the awarded Vendor.
 - D. Within ten (10) days after receipt of notice of intent to award contract, and if applicable, annually thereafter until contract termination, Vendor will furnish Rowan University with Certificates of Insurance evidencing all required insurance.
 1. Certificates must evidence the Additional Insured language.
 2. Certificates will be submitted to the Senior Director of Contracting and Procurement, Rowan University, 201 Mullica Hill Road, Glassboro, NJ 08028.
 - E. The awarded Vendor shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this agreement. The successful proposer agrees to defend, indemnify, and hold harmless Rowan University and its officers, agents, staff members and

employees, from all actions, claims, and demands whatsoever that may be asserted by, or on behalf of anyone, against the University, its officers, agents, staff members and employees because or as a result of, any accident, injury or illness that may occur to or be sustained by any person, agency, or company that arises out of the activities conducted under this request for proposals by the proposer, their employees or anyone acting on the proposer's behalf.

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

V. 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.

VI. 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.

VII. 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. Any qualified bidder that wishes to protest the notice of award shall have three (3) business days from the date of receipt of said notification to file an appeal in writing in cases of emergency, the University may eliminate the right to protest. Proposer's protest must be in writing and delivered to the University's Purchasing Director. The protests must include the specific grounds for challenging the award.

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

E. TERMINATION OF CONTRACT

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

F. SUBCONTRACTING OR ASSIGNMENT

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

G. PERFORMANCE GUARANTEE OF PROPOSER

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

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

H. DELIVERY GUARANTEES

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

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

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

J. PROPOSAL ACCEPTANCES AND REJECTIONS

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

- 1.** No signature in the proposal document.
- 2.** Proposals received after date and time specified on proposal request form.
- 3.** Proposal fails to provide price information.
- 4.** Failure to provide required security.
- 5.** Failure to attend a mandatory proposer's conference or site inspection.
- 6.** Failure to initial any alteration of essential information such as price.
- 7.** Essential information such as price and product description submitted only in pencil.
- 8.** Failure to comply with State of New Jersey Affirmative Action Guidelines promulgated pursuant to Chapter 127.P.L. 1975.

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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 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.L. 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. 19:70-1.6., 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. VendorContractorVendorOWNERSHIP 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%.

IX. 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.

X. 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.

XI. 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.

XII. ANTIDISCRIMINATION PROVISIONS

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

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

XIII. BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1 & N.J.S.A. 52:33-1 et. seq, 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

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

VI. SERVICE PERFORMANCE WITHIN U.S.

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

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

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