REBID RFP 27-18

SOFTBALL AND BASEBALL FIELD RENOVATIONS 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 invitation to bid title subject heading:

REBID RFP 27-18 Softball and Baseball Field Renovations

Questions:

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

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

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

*Note Regarding Confidentiality and Commitment to Defend

By submitting a response to this RFP, Vendor acknowledges that Rowan is a public entity subject to the New Jersey Open Public Records Act ("OPRA"). Non-proprietary information contained in any submission will be subject to public disclosure under OPRA. Vendors may mark any portions of a submission as confidential only if the information is consistent with the criteria outlined in the "Confidentiality and Commitment to Defend." However, final determinations of what must be disclosed will be made by Rowan in its sole and absolute discretion.

RFP Opening:

Submissions will be due on November 12, 0026, by 2:00 pm prevailing time, and read in public virtually. Please use the following credentials to attend the meeting:

Option 1:
- Meeting link: https://rowan.webex.com/meet/mori
- Meeting number: 644 308 626

Option 2:
- Join from a video conferencing system or application
- Dial: mori@rowan.webex.com
- You can also dial 173.243.2.68 and enter your meeting number

Option 3:
- Join by phone +1-415-655-0003 US TOLL
- Access Code: 644 308 626

Schedule of Events

Due Date:

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

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

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

Schedule of Events		
Event	**Date**	**Time**
Bid Issued	11/2/2026	
Site Visit*	n/a	
Questions Due	11/5/2026	
Answers Posted to Website	11/10/2026	
Submissions Due	11/12/2026	2:00 pm

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

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

Required Procurement Documents & Proposer's Checklist

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

All forms can be found here and should be submitted with your final bid package. Please download and execute accordingly.

Failure to include the below requested documentation with the Proposal shall result in automatic rejection of Proposer's submission.			
		Rowan University Comments	
1	Acknowledgement of Receipt of Addenda (if any)	If any issued, may not be applicable.	
2	Ownership Disclosure	Must be fully executed *and* notarized.	
3	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			
4	Certification of Non-Debarment pursuant to N.J.S.A. 52:32-44.1	To be provided prior to award	
	Certification of Services to be Performed in the United States		
5	Confidentiality & Commitment to Defend	Review note on page 2.	
6	Disclosure of Investigations & Other Actions Involving the Vendor		
7	Exhibit B: Mandatory Equal Opportunity Language • Complete Form AA-201 Complete Form AA-202		
8	Modifications Acknowledgement		
9	New Jersey Business Registration Certificate	To be provided prior to award. Check the status of BRC here.	
10	Non-Collusion Affidavit	Must be fully executed *and* notarized.	
11	Proof of Ability to Obtain Required Insurance		
12	Taxpayer Identification Request (W-9)		
13	Disclosure of Investment Activities in Iran	To be provided prior to award	
14	Certification of Non-Involvement: Russia or Belarus Prohibition	To be provided prior to award	
If applicable to the project, Prevailing Wage			
15	Public Works Contractor Registration Certificate	Must be certified at date of submission.	

* Submission requirements for redactions can be found here.

Introduction

Rowan University is seeking to contract with a firm for the renovation of the Softball and Baseball fields on the Glassboro, NJ Campus.

I. SCOPE OF SERVICES

A. Softball Field Observations

1. The existing infield needs to be scarified to homogenize the infield mix. Over time the soil particles separate and create inconsistencies in water absorption, drainage and playability.
2. The grass edges along the infield radius should be uniform at a distance of 60' from the front of the pitching rubber.
3. Once edged the infield should be regraded to even the grades so water sheds uniformly across the skin surface.
4. The pitching area and batter's boxes/catcher's box are slightly worn and need to be reinforced. The pitching rubber and home plate are worn and need to be replaced.
5. The existing bases can be replaced with a new set of Rogers 'Breakaway' bases with a double 1st base.
6. The outfield grass is acceptable and a comprehensive turf program should continue that includes no less than 3.5 lbs of Nitrogen, pest control, aeration, over-seeding and topdressing.
7. The bullpens also need to be renovated. The existing landscape ties are worn, misaligned and damaged. The pitching areas and home plate area can be reinforced with fresh professional clay and heavy duty mats to reduce wear. This can be discussed and a cost provided.

B. Softball Field Scope of Work

1. Survey the infield with a laser level to determine existing and proposed grades.
2. Check the distances, alignments and elevations of home plate, the pitching rubber and bases.
3. Supply and install a new 3" all rubber home plate at the correct elevation and alignment.
4. Supply and install a new 24" 4-way pitching rubber 43' from home plate and at the correct alignment and elevation.
5. Supply and install new 11/2" female base anchors at the correct distances (60') and elevations.
6. Measure the infield radius from the front of the new pitching rubber to the grass edge and mark at 60'.
7. With a sod cutter or power edger create a uniform grass edge along the infield radius at 60'.
8. Remove all grass and weeds on the field side of the backstop.
9. Scarify and regrade the entire infield skin surface and areas in foul territory with the ABI Force infield grader to meet proposed grades.
10. Reinforce the pitching area (3'x8') with DuraPitch professional clay to provide better wear tolerance.
11. Rebuild the batter's boxes (3'x7') and catcher's box (4'x4') with DuraPitch professional clay to provide better wear tolerance.
12. Bullpens raised and graded. With pitching rubber and home plates reinstalled.
13. Rogers breakaway bases (adult) and home plate on field.
14. Sod cutting on right field side needs to be leveled in the outfield
15. Cinders in the warning track leveled and added if necessary.
16. Supply and install 25 Tons of 'Triple Play' infield mix to amend the existing high sand content infield mix thereby reducing the amount of loose sand and adding clay that can manage moisture more efficiently.
17. Supply and top dress the infield with 2 Tons of professional conditioner.
18. Groom ready for play. Cover the pitching area with a 16' round tarp and home plate with a 20' round tarp.

C. Baseball Field Observations

1. The issues with this infield are mainly due to wear over many years and limited renovation. Even major league baseball field infields are completely renovated every 3-5 years to bring the dimensions back to original measurements, replace the infield grass with pure Kentucky Bluegrass, scarify or till the infield mix

to homogenize the soil particles and rebuild the pitcher's mound and batter's boxes. Over time the infield grass becomes contaminated with other grass species, annual and perennial weeds and experiences reduced playability and appearance. The grass in foul territory, especially the on-deck and walk up areas to home plate become heavily compacted and worn. The grass edges allow the base paths start to widen and contaminated with infield mix.

2. The infield radius on a baseball field should be 95' from the center of the pitcher's mound. Over the years due to edging and removal of elevated lips, the radius has been pushed out to 99-100'. This is normal and requires the grass edge along the infield radius to be brought back to 95'.
3. The grass edges around the pitcher's mound and home plate circle are worn and larger than the standard measurements.
4. The pitcher's mound should be reconstructed to provide the proper table/plateau and landing area at 1:12. An improperly constructed and maintained pitcher's mound can lead to shoulder, tricep, bicep, elbow and forearm injuries.
5. The pitching rubber is worn and should be replaced.
6. The home plate batter's boxes and catcher's box are slightly worn and need to be renovated. The home plate is worn and needs to be replaced.
7. The warning track surrounding the infield is not in bad shape. The grass borders around the infield can be edged and the warning track stone can regraded and top-dressed. The warning track in the outfield is also acceptable, but can be lightly scarified and regraded. This work will not be included with this proposal, but can be completed upon request, at an additional cost.
8. The grass in the outfield is acceptable and a comprehensive turf maintenance program should continue that includes no less than 3.5 lbs of Nitrogen, pest control, aeration, over-seeding and topdressing.
9. The bullpens are a bit of a mess and a complete redesign and reconstruction should be considered that should include replacing the landscape ties, regrading, installing drainage, removing the patchwork of synthetic turf, rebuilding the pitcher's mounds and home plate areas, installing new mats to reduce wear and make access more appealing.
10. Access to the 3rd base bleachers is a bit unsafe with spectators having to walk on large rocks. The bleachers also expose spectators to foul balls.
11. The batting cages are acceptable, but again do not provide the best appearance for recruits.
12. Based on the above observations, below is the recommended scope of work and estimate of costs to renovate the infield only. The other observations can be discussed.

D. Baseball Field Scope of Work

1. Survey the infield to determine existing and proposed elevations and grades.
2. Check the field layout to determine if home plate is in the correct location and the bases are at the correct distances.
3. Supply and install a new 3" all rubber home plate at the correct location, elevation and alignment.
4. Excavate the batter's boxes (4'x6') and catcher's box (4'x4') to a depth of 3 inches, supply and install DuraPitch Professional clay and compact with a motorized plate tamper. The home plate circle will be constructed to a 26' diameter and covered with a 26' round tarp when completed.
5. Supply and install a new 4-Way 24" pitching rubber at the correct location, elevation and alignment.
6. Construct the table/plateau (3'x5') around the pitching rubber and landing area (1:12) with at least 3 inches of DuraPitch Professional clay. Finish the remainder of the mound with new 'Triple Play' infield mix. The pitching circle will be constructed to a 20' diameter and covered with a 20' round tarp when completed.
7. Supply and install new 1.5" female base anchors and a new set of Rogers professional bases. A double 1st base can be provided upon request.
8. With a sod cutter, remove all grass within the infield, foul territory between the base paths and dugouts, surrounding home plate and approximately 4' into the outfield. (All grass to be disposed of at a location on campus or loaded into dumpsters.)
9. Install double bases at first base.

10. Laser grade the existing infield mix to cut high areas and fill low areas.
11. Laser grade the entire infield to meet proposed grades, removing the elevated grass edges. If needed, supply topsoil to adjust infield grades where new sod is to be installed.
12. Supply and install approximately 17,000 SF of 'Big Roll' Kentucky Bluegrass sod within the infield, foul territory, around home plate and approximately 4' into the outfield. We can cut in walk up lanes, on deck areas and coaches boxes, if requested.
13. Supply and install 25 Tons of 'Triple Play' infield mix to amend the existing high sand content infield mix and meet proposed grades.
14. Bullpens raised and graded. With pitching rubber and home plates reinstalled.
15. Supply and top-dress the infield with 2 Tons of Professional conditioner.
16. Groom ready for play.

E. Renovation

1. **Substantially completed by 12/31/2026.**
2. The University will be responsible for the payment of permits. The vendor will be responsible for all permit applications.
3. Delivery and installation are the responsibility of the awarded vendor and must be incorporated in bid pricing and paid for by awarded vendor.
4. Renovation to be supervised by a dedicated foreman who will coordinate all delivery and installation directly with Rowan University personnel.
5. Any changes (structural, electrical, mechanical, or plumbing) that are essential to the normal installation of the equipment to be furnished shall be clearly delineated in the bid submission.
   a. These changes shall be clearly outlined in a layout plan submitted with each copy of the bid submission.
   b. All changes must have prior written approval of Rowan University. Bidders shall be responsible for verification of all conditions and dimensions prior to submitting bids.
6. Vendor will not be allowed to use any trash receptacles or construction dumpsters on site that were not supplied by them or allowed by the University.
7. The Vendor shall not enter or have access to any space in the building to perform the work without first having given timely notice to the University so that the necessary arrangements may be made to enter or to have access to such space.
8. In entering, passing through, or working on any such space in the building in the performance of the work, the vendor shall at all times furnish and maintain proper protection for the floor, ceilings, walls, fixtures, equipment, furniture, and/or other property of the University including but not limited to landscaping, paving and interior finishes.
9. The Vendor shall maintain their areas free of debris and follow all related safety codes and regulations.
10. The Vendor shall cover and protect furnishings from any damage during transportation, storage, and installation.
11. If any loss or damage occurs prior to final acceptance by the University, the vendor shall promptly repair or replace the part or parts lost or damaged, as directed, at no cost to the University.
    a. The University will not provide dumpsters for debris. The removal and disposal of debris shall be the responsibility of the awarded vendor(s).

F. Use of Premises

1. Contractor shall restrict work, staff, and debris to the contract premises and as authorized by the University. 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 site for parking or storage of materials.
5. Upon completion of work, the awarded vendor is responsible for leaving any construction areas in clean condition.

G. Intent of Contract

1. Project documents provided for this contract are intended to require the contractor to provide for everything reasonably necessary to accomplish the proper and complete finishing of the work.
2. All work and materials included in the specifications and not shown on the drawings or shown on the drawings but not in the specifications, shall be performed and/or furnished by the contractor as if described in both.
3. Any incidental materials and/or work not specified in the drawings or specifications which are, nevertheless, necessary for the true development thereof and reasonably inferable therefrom, the contractor shall understand the same to be implied and required and shall perform all such work and furnish all materials as if particularly delineated or described therein.
4. Should there be an obvious error between the drawings and specifications, the most stringent constraints of the conflicting information shall be assumed by the contractor, unless otherwise stated in writing by the University Project Manager or designee, and the contractor shall complete the work as reasonably required, consistent with the intent of such drawings and specifications as interpreted by the University.
5. When a conflict exists between scope specific information in this RFP and the Project Specifications, and/or accompanying documents, the Project Manual and accompanying documents take precedence.
6. For more information about the Project, please view the accompanying documents found on the Office of Contracting & Procurement website.

II. PRICING

A. Base bid must include all labor, materials, equipment, supervision, coordination efforts, services, filing fees, security, insurance and all other associated or related items specified herein that are necessary to complete the work.

B. The contact will be awarded, *or* all bids rejected, within 60 days, except that the bids of any bidders 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 competition of this project, must be included in the base bid on the bid page.

D. Prices provided must remain in effect for the dates noted on the Proposal page.

E. Bids shall include labor and price plus costs as indicated on the Proposal page.

F. All payments from Rowan to the successful bidder and from bidder 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 V.(C) Bidder 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 awarded vendor will comply with all procedural instructions that may be issued from time to time by the

Contracting Officer of the University or designee.

B. During the contract period, no change is permitted in any of its conditions and specifications unless the awarded vendor receives written approval from the Contracting Officer or respective designee.

C. Bidders must supply Rowan University with any/all applicable warranty information, whether expressed or implied.

D. Should the awarded bidder 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 a submittal of a cost proposal accompanies the request which outlines the reasons as to why the circumstances warranting the change were not reasonably discoverable at the time of proposal or bid, and it is mutually agreed upon as to the validity of the assertion..

G. The awarded vendor's engagement partner and/or manager might 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:

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

D. Vendor personnel shall not represent themselves or be considered as employees of Rowan University.

E. 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.

F. 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.

G. 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.

H. 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**

1. 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.

VII. SUBMISSION REQUIREMENTS

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

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

C. Proposals submitted in any other format other than as listed below will be considered informal and may be rejected.

D. The RFP should be concise and shall be organized in a manner so the selection committee may quickly access pertinent information. Every effort should be made to avoid duplicating the information presented in the RFP. The RFP must include and will be evaluated based on the following criteria. Each team's RFP must include an index and be organized by discrete sections corresponding to the criteria and in the same order as listed below

1. **Transmittal Letter:**
   - **a.** Proposals must be accompanied by a transmittal letter not to exceed two (2) pages signed by a principal of the firm.
2. **Table of Contents**
3. **Organizational Information, Personnel & Staffing**
   - **a.** Describe the organization of your business. Indicate the composition and number of staff, facilities available and experience of your firm/team as it relates to this RFP.
   - **b.** In no more than 200 words, explain why your organization is uniquely qualified to provide vendor services for Rowan University. Include any other information that you believe would be helpful in the selection of your firm on the University's pre-approved architectural service list.
4. **Vendor Experience, Relevant Projects, & References**
   - **a.** Include any information which you feel would be helpful in the selection of your organization.
   - **b.** Provide three (3) examples of related projects that would best assist in assessing if you organization is the most suitable.
   - **c.** Provide a list of three (3) references that the University may contact regarding previous work completed. Include the place of business and name, title and phone number of a contact person. The University reserves the right, but is not obligated to, contact references.
5. **Proposal & Pricing Page:** Fully executed.
6. **Required Procurement Documents & Proposer' Checklist:** All documents requested (**Page 4**), should be submitted in the listed order.

E. 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 bid submission is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's

content changes as the referenced web page changes.

F. Conditional proposals will not be considered.

G. 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.

H. Rowan reserves the right to interview the respondents prior to the RFP opening to obtain additional clarification and understanding of the information presented in a proposal to aid in assessing the responsibility of the proposal.

I. **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.

J. The award of this RFP will be based upon a review and analysis of all proposals to determine which proposal best meets the University's needs. The proposal will be scored based on the criteria outlined below.

K. **Post Award:** Following the notification of award, vendor(s) may receive a contract along with a request to review terms, deliverables, costs, and the University's expectations in general. You will be able to address any post award questions or concerns at this time. *If you do not receive a contract within seven days of award, please contact contracts@rowan.edu.*

Proposal 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.

RFP SUBMISSION PORTAL

(Ctrl + Click to follow link)

Instructions:

1. Select RFP Submission Portal link above.
2. You will be routed to the RFP Submission Portal.
3. You will be asked to provide the following:
    a. RFP Number
    b. Project Name
    c. Company Name
    d. Point of Contact
    e. Email 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 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. 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 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.

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 invitation for proposals, 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:

Firms will be awarded points in the following categories:

Scoring Criteria	Weight
Organizational Information, Personnel & Staffing	**0-35**
Vendor Experience, Relevant Projects, & References	**0-35**
Pricing	**0-30**

Pricing & Proposal Page

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

Name	
Title	
Vendor Name	
Address	
Phone	
Email	

Signature	

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

Vendor Point of Contact

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

Point of Contact	
Phone	
Email	

Pricing

Current Prevailing Wage Rates

https://nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml

Description	Costs
Base Bid, Renovations	$
Permit Fees, if any	$
Total	$

Signature	

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 bid, in accordance with its terms, including without limitation those relating to health and safety.

F. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.

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 solution which Rowan University may have.

IV. SALE OR BANKRUPTCY OF BUSINESS

A. If during the life of this Agreement, the awarded vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser. In this event, the new owner(s) may, in Rowan University' discretion, be required to submit a performance bond in the amount of the value of services to be delivered pursuant to this Agreement.

B. In the event of the institution of any proceedings by or against the awarded vendor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of the vendor, Rowan University shall have, in addition to the rights previously stated, the right to cancel this Agreement forthwith.

V. LIABILITIES

A. LIABILITY COPYRIGHT

The vendor shall hold and save Rowan University and its officers, agents, students, servants, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or 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 described below. All insurance must be placed with an insurance company licensed to conduct business in the State of New Jersey and maintaining an A.M Best Rating of "A" or better with a financial size rating of Class XI or larger. All insurance required herein shall be written on an Occurrence basis, unless otherwise noted, shall contain a waiver of subrogation in favor of Rowan University and the State of New Jersey, and will be in effect no later than 12:01 A.M. at the start of the day of the contract and must remain in effect for the duration of the contract, including any extensions.
2. The vendor agrees that no insurance policy will be cancelled, reduced, or revised without thirty (30) days prior written notice to Rowan University. In addition, required insurance will be primary to any other insurance available and any limitations of Vendor's insurance will not relieve the Vendor of its indemnification responsibilities to Rowan University and the State of New Jersey per Section VIII. Indemnity.

a. Insurance Required:

1. Workers' Compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the employee of Vendor who will be engaged in the performance of work under this contract.
2. Employers' Liability Protection with a limit of liability not less than one million dollars ($1,000,000) bodily injury, each occurrence; one million dollars ($1,000,000) disease, each employee; and one million dollars ($1,000,000) disease, aggregate limit.
3. Commercial General Liability written on a current ISO Occurrence Form or equivalent. The General Liability policy will include, but not be limited to, coverage for bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, sexual abuse and molestation, contractual liability, and fire legal liability. Vendor agrees to maintain the following general liability limits of coverage:

- .....per occurrence$1,000,00

- ..... personal and
- .....general

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 bid by the proposer, their employees or anyone acting on the proposer's behalf.

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

VI. FORCE MAJEURE

A. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

B. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

VII. PAYMENT TERMS, SCHEDULE, & COMPENSATION

A. PRICE FLUCTUATIONS DURING CONTRACT

All prices quoted shall be firm and not subject to increase during the period of the contract unless agreed to in writing by the University.

1. In the event of a manufacturer's price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.

2. The University must be notified in writing of any price reduction within five (5) days of the effective date.

B. DELIVERY COSTS

Unless noted otherwise in the specification, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the vendors shall assume all liability and responsibility for the delivery of merchandise in good condition to the University unless otherwise specified. Unless otherwise specified, F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the University or the designated receiving points indicated on the Purchase Order. No additional charges will be allowed for any transportation costs resulting from partial shipments made a vendor's convenience when a single shipment is ordered. The weights and measures of the University shall govern.

C. C.O.D. TERMS Unless otherwise stated in the Request for Proposal, C.O.D. Terms are not acceptable as part of a bid proposal and are cause for automatic rejection of a bid.

D. 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.

E. 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.

F. All cost will not exceed a total of agreed upon amount, inclusive of any reimbursable.

G. 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.

H. All fees are to be considered 'all inclusive' and to be paid in the form of a University Check.

I. 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.

J. 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.

K. NEW JERSEY PROMPT PAYMENT ACT

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

VIII. CASH DISCOUNTS

Cash discounts for periods of less than 10 days will not be considered as factors in the award of contracts for purposes of determining the University's compliance with any discount offered.

A. A discount period shall commence on the day the University receives a properly executed Vendor's Invoice for products and services that have been duly accepted by the University in accordance with the terms, conditions, and specifications of the Contract/Purchase Order. If the invoice is received prior to delivery of the goods and services, the discount period begins with the acceptance of the goods or services.

B. The date on the check issued by the University in payment of that invoice shall be deemed the date of the University's payment of that invoice.

IX. 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 Advertised Bid Proposal Form, 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 proposal, or any contract entered because of this proposal.

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 proposal 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 BIDS

The University reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the interest of the University. In the case of tie bids 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, bidders 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 bidder'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. Bidder's protest must be in writing and delivered to the University's Purchasing Director. The protests much 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 Bidder 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 Bidder 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 Bidder 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 Bidder.

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 bid, 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 bidder proposes to subcontract the services to be performed under the terms of the contract award, he shall state so in his bid 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 BIDDER

The bidder 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 bid 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 BIDDER'S FACILITIES

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

J. BID ACCEPTANCES AND REJECTIONS

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

1. No signature in the bid document.
2. Bids received after date and time specified on bid request form.
3. Bid fails to provide price information.
4. Failure to provide required security.
5. Failure to attend a mandatory Bidder'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 regulations. The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

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

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

I. BUSINESS REGISTRATION

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

A. The contractor shall maintain and submit to the University a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the University a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

B. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

C. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the University. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

II. ANTI-DISCRIMINATION

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

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

III. PREVAILING WAGE ACT

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

IV. 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. MACBRIDE PRINCIPLES

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

VII. RIGHT TO AUDIT

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

VIII. MAINTENANCE OF RECORDS

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

IX. 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 of 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.

X. 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/.

XI. OWNERSHIP DISCLOSURE

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

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.).

XVI.

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on a State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website). Accordingly, the OSC will post a copy of the Contract, including the winning Bidder's proposal and other related Contract documents for the above Contract on the GDRO Transparency website.

XVII. 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. 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 N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

III. BUILDING SERVICE

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

IV. THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

V. HAZARDOUS MATERIALS

REFERENCES: 29 CFR 1910, SUBPART H AND PART .1200 NJAC TITLE 9, Chapter 59 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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TERMS & CONDITIONS SPECIFICALLY RELATED TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

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

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

A. Include qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
E. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

A. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
B. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

III. PROCUREMENT OF RECOVERED MATERIALS

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

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

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:

1. Paper and paper products listed in 40 C.F.R. 247.10;
2. Certain vehicular products as listed in 40 CFR 247.11;
3. Certain construction products listed in 40 C.F.R. 247.12;
4. Certain transportation products listed in 40 C.F.R. 247.13;
5. Certain park and recreation products, 40 C.F.R. 247.14;
6. Certain landscaping products listed in 40 C.F.R. 247.15;
7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
8. Other miscellaneous products listed in 40 C.F.R. 247.17.

B. As defined in 40 CFR 247.3, "recovered material" means:

1. Waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and

2. For purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:

a. Postconsumer materials such as –

- Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
- All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and

b. Manufacturing, forest residues, and other wastes such as --

- Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
- Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
- Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
- Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
- Fibers recovered from waste water which otherwise would enter the waste stream.

3. For contracts in an amount greater than $ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in the subsections above. For all contracts subject to this section, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246

of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

1. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

3. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

4. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the

Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

VI. COPELAND ANTI_KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.

B. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VII. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of $ 100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

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

XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding $ 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

APPRENTICE BID SPECIFICATIONS RIDER

THE FOLLOWING REQUIREMENTS, AS AMENDED, SHALL BE APPLICABLE TO THIS PROJECT;

AN ACT concerning public works contractors and amending P.L.1999, c.238.

BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey:*

1. Section 3 of P.L.1999, c.238 (C.34:11-56.50) is amended to read as follows:

C.34:11-56.50 Definitions relative to public works contractors. As used in this act:

a. "Commissioner" means the Commissioner of Labor and Workforce Development or his duly authorized representatives.

b. "Contractor" means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act," P.L.1963, c.150 (C.34:11-56.25 et seq.), and includes any subcontractor or lower tier subcontractor of a contractor as defined herein.

c. "Department" means the Department of Labor and Workforce Development.

d. "Director" means the Director of the Division of Wage and Hour Compliance in the Department of Labor and Workforce Development.

e. "Worker" includes laborer, mechanic, skilled or semi-skilled laborer and apprentices or helpers employed by any contractor or subcontractor and engaged in the performance of services directly upon a public work, who have completed or are actively participating in a registered apprenticeship program, regardless of whether their work becomes a component part thereof, but does not include material suppliers or their employees who do not perform services at the job site.

f. "Registered apprenticeship program" means an apprenticeship program which is registered with and approved by the United States Department of Labor and which provides each trainee with combined classroom and on-the-job training in an occupation recognized as an apprenticeable trade and meets the program standards of enrollment and graduation under 29 C.F.R. s.29.6.

2. Section 5 of P.L.1999, c.238 (C.34:11-56.52) is amended to read as follows:

C.34:11-56.52 Contractor to register in writing; form; requisites. A contractor shall register in writing with the department on a form provided by the commissioner. The form shall require the following information:

a. The name, principal business address and telephone number of the contractor;

b. Whether the contractor is a corporation, partnership, sole proprietorship, or other form of business entity;

c. If the contractor's principal business address is not within the State, the name and address of the contractor's custodian of records and agent for service of process in this State;

d. The name and address of each person with a financial interest in the contractor and the percentage interest, except that if the contractor is a publicly-traded corporation, the contractor shall supply the names and addresses of the corporation's officers;

e. The contractor's tax identification number and unemployment insurance registration number;

f. A certification form provided by the commissioner, with documentation satisfactory to the commissioner, that the contractor has all valid and effective licenses, registrations or certificates

required by State law, including registrations or certifications required to do business in the State of New Jersey, and the contractor, if directly employing craftworkers, participates in a registered apprenticeship program as defined in section 3 of P.L.1999, c.238 (C.34:11-56.50) for each craft they employ; and

g. Any other relevant and appropriate information as determined by the commissioner.

At the time of registration, and subsequently upon request, the contractor shall submit to the commissioner documentation demonstrating that the contractor has worker's compensation insurance coverage for all workers as required by law.

This act shall take effect on the 90th day next following the date of enactment. Approved January 31, 2019.

3. Prevailing Wage

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well-being and to protect them as well as their employers from the effects of serious and unfair competition. Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed. Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted. Prevailing Wage Rate The prevailing wage rate for each craft will list the effective date of the rate and the following information: W = Wage Rate per Hour B = Fringe Benefit Rate per Hour* T = Total Rate per Hour * Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday. Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate. When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.). Apprentice Rate Schedule An “apprentice” is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project. The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated. If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade. If there is no ratio of apprentices to Comments/Notes For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information. Public Works Contractor Registration. The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that all contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at

www.nj.gov/labor (click on Wage & Hour and then go to Registration & Permits). Pursuant to N.J.S.A. 34:11-56.51: No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act. Snow Plowing Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor.