Request for Proposal

Student Housing Development Services

RFP 19-50

Prepared by:
Rowan University
Office of Contracting & Procurement
201 Mullica Hill Road
Glassboro, NJ 08028
Bunce Hall, Suite 208

856.256.4171
bids@rowan.edu
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Administrative Information

All questions must be submitted via email, with the subject heading:
“RFP 19-50 Student Housing Development Services”

Questions or inquiries regarding bidding information should be sent to: bids@rowan.edu. All questions submitted will be answered on the Office of Contracting & Procurement website, on the date indicated below in the Schedule of Events Timetable.

Questions regarding opening any documents or accessing items on the website should be sent to:

Robert Yufer
Office of Contracting & Procurement
E-mail: yufer@rowan.edu

Schedule of Events

Due Date:
Submissions must be received no later than the time referenced in the Schedule of Events Timetable below. Please refer to the Submissions Requirements section of this document for additional details.

Schedule of Events Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal</td>
<td>February 5, 2019</td>
</tr>
<tr>
<td>Site Visit (see table below for details)</td>
<td>March 5, 2019 at 2:00 p.m.</td>
</tr>
<tr>
<td>Questions Due</td>
<td>March 19, 2019</td>
</tr>
<tr>
<td>Answers Posted to Website</td>
<td>March 27, 2019</td>
</tr>
<tr>
<td>Submissions Due (see table below for details)</td>
<td>May 14, 2019 at 2:00 p.m.</td>
</tr>
</tbody>
</table>

Site Visit Information

- Attending the Site Visit is not mandatory; however, vendors are encouraged to be present. The selected vendor shall assume sole responsibility for the complete effort as required for this project.
- Site Visit will be held on the first floor in Shpeen Hall, located at 40 N. Academy Street, Glassboro, NJ 08028 (parking in rear of the building).

Bid Opening Information

- Attending the Bid Opening is not mandatory.
- Bid Opening will be held in Bunce Hall, Suite 208, located on the Glassboro, NJ Campus.

In order to be considered for the award, all information must be received by the required date and time. Any bid not received on time may be rejected.
Required Procurement Documents

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

### Required Procurement Documentation & Vendor’s Checklist

<table>
<thead>
<tr>
<th>Failure To Include The Below Requested Documentation Will Result In An Automatic Rejection Of Vendor’s Submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>5</td>
</tr>
<tr>
<td>6</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Failure To Include The Below Requested Documentation May Result In Rejection Of Vendor’s Submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
</tr>
<tr>
<td>8</td>
</tr>
<tr>
<td>9</td>
</tr>
<tr>
<td>10</td>
</tr>
<tr>
<td>11</td>
</tr>
<tr>
<td>12</td>
</tr>
<tr>
<td>13</td>
</tr>
</tbody>
</table>
| 14 | New Jersey Policy prohibiting Discrimination in the Workplace & Model procedures for Internal Complaints Alleging Discrimination in the Workplace and Acknowledgement of Receipt  
   - [Policy](#) (Do not return with submission)  
   - [Model Procedures](#) (Do not return with submission) |
| 15 | Non-Collusion Affidavit |
| 16 | Taxpayer Identification Request (W-9) |

**Provide the Below Forms if Applicable for the Project**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Construction Contracts: Language ‘B’</td>
</tr>
<tr>
<td>18</td>
<td>Consent of Surety (100%)</td>
</tr>
<tr>
<td>19</td>
<td>Form of Bid Bond (10%)</td>
</tr>
<tr>
<td>20</td>
<td>Additional Mandatory Construction Contract Language</td>
</tr>
<tr>
<td>21</td>
<td>Public Works Certificate</td>
</tr>
<tr>
<td>22</td>
<td>Subcontractor Disclosure Form</td>
</tr>
</tbody>
</table>
Project Overview

Rowan University invites proposals from qualified developers to design, build, finance, operate and maintain ("DBFOM") student residential facilities on its main Glassboro Campus, as further specified herein.

I. **PROJECT DESCRIPTION**
   
   A. Rowan University seeks to replace and update its existing housing portfolio to align unit types with the demands of the student population it serves. The intention is to enter into a public-private partnership ("P3") to design, build, finance, operate, and maintain ("DBFOM") new residential communities that will replace old residential facilities as well as residential facilities that are targeted to be repurposed to address other University space needs. The total replacement program targets approximately 1,269 beds.
   
   B. Rowan University is issuing this RFP to solicit responses from interested parties ("Developer" or "Developers") to enter into a public-private partnership ("P3") to design, build, finance, operate, and maintain ("DBFOM") a new residential community (the "Project") as follows:
   
   C. Up to 525 beds of new student replacement housing in unit-types that are targeted to house first-year and upper-class students. The beds will be developed on the site as shown in the Site Description, which will require demolition and site remediation. The project envisions demolition to occur in phases to ensure that the current number of beds is always maintained and be operational by the fall of 2021.
   
   D. Other projects may follow for the remaining 744 beds dependent on other market factors. The proposal should include an option (Phase 2) for an additional multi-phase approach to build the remaining 744 beds in subsequent phases at the University’s option, based on market conditions.
   
   E. The proposal submittals should address both the scenarios described above.
   
   F. This RFP contains statements, descriptions, and analyses of Rowan and other project background information. Such statements, descriptions, and analyses are for informational purposes only. Rowan does not guarantee, represent, or warrant the completeness or accuracy of such information. All respondents to the RFP should complete their own due diligence with respect to such information.

II. **PROJECT OVERVIEW**

   A. **Description:** The University intends to enter into a P3 Agreement with an experienced developer of student housing to DBFOM student residences on campus-owned land.
   
   B. **Location:** Housing must be located within the campus core within the site area designated in the Site Description section. Three residence halls currently occupy this land, and will require phased demolition to be included within the scope of work. The halls targeted to be demolished are Willow, Magnolia, Chestnut.
   
   C. **Program:** The first phase will consist of approximately 525 beds in unit-type(s) deemed appropriate for first- and second year students. Other phased projects may follow for the remaining 744 beds dependent on other market factors.
   
   D. **Target Market:** The first phase will be targeted towards first-year and upper class students. Subsequent phases may serve first-year or continuing students pending further market and demand evaluation.
E. **Rental Rates**: Affordability is a high priority, and rental rates charged for the new Project must be consistent with current on-campus rates. The Developer will identify any premiums that might be required, including potential limits relative to year over year increases.

F. **Developer Responsibilities**: Design, build, finance, operate, and maintain.

G. **University Responsibilities**: The University will retain the responsibilities of room assignments, billings and collections, marketing, student life staffing and programming.

H. **Occupancy Risk**: Rowan will not provide any occupancy guarantees.

I. **Reversion Right**: At the end of the partnership agreement, it is required that the ownership of the Project’s physical facilities will revert to the University.

III. **OVERVIEW OF THE SELECTION PROCESS**

A. The University desires to select a Developer that demonstrates excellent qualifications, experience, financial capacity, and a proven track record of executing similar projects in an expedient, efficient, and effective process that will provide the University the greatest value to its students. The University has, therefore, formulated the following four-step selection process.

1. **Step 1**: Proposals. Based on a review of all received proposals, the University will establish a shortlist of three to five (3 - 5) Developers to be interviewed for further consideration. Developers may be required to answer interview questions or provide additional information and may be required to make a presentation regarding their qualifications, experience, service, proposal, and capability to furnish the required services. The University may also call, and request information from, references provided by the responding Developers.

2. **Step 2**: Selection of a Preferred Developer. Rowan will interview each of the shortlisted Developers, and select one of the shortlisted respondents as the Preferred Developer.

3. **Step 3**: Project Verification Period. Rowan will then begin a Project Verification Period with the Preferred Developer on a provisional basis. During the verification process, anticipated to last up to ninety days, the Preferred Developer will refine its project approach and prepare project design documentation, construction schedules, logistics plans, a business plan, development and management agreements and other project documentation as may be required. Rowan will conduct an iterative dialogue with the Preferred Developer to verify all details with regard to the development proposal.

4. **Step 4**: Developer Agreement. Upon the University’s acceptance of the final development proposal, the University will enter into Development and Management Agreements with the Preferred Developer.

B. In the event that Rowan and the Preferred Developer agree that it is advantageous to enter into a Pre-Development Agreement as a part of, or in advance of the Development and Management Agreements, any possible conditions or financial obligations of the University should be included as a part of the response to this RFP and included in Tab.

C. In the event that Rowan and the Preferred Developer fail to agree on all terms of the appropriate agreements, the University will engage the second ranked Developer in a similar process. If those discussions do not result in agreement, the University will either terminate the procurement process or open discussions with the other respondents in ranked order.
D. Developers shall not contact any officials of the University, the Selection Committee, the Department of Residential Learning and University Housing, or advisors of the University with regard to this opportunity, other than to submit emailed questions (see page 2, Administrative Information). Developers are advised that unauthorized contact with officials, related parties, or advisors of the University shall result in disqualification of a respondent from the RFP process.

E. The University may, at its sole and absolute discretion, amend or modify the terms and provisions hereof and may abandon the procurement if it determines it to be in the best interest of the University. The University reserves the right to reject any or all proposals, to terminate this process, and to reinstate the process in part or in whole in the future.

F. The Project selection process will be facilitated by a Selection Committee, consisting of representatives from various divisions within Rowan’s administration. The Committee will be responsible for making final recommendations to Rowan’s leadership on all major decisions relating to the Project. The Committee includes:

1. Provost / Senior Vice President, Division of Academic Affairs
2. Chief Financial Officer / Senior Vice President, Division of Finance
3. Senior Vice President, Division of Student Affairs
4. Vice President for Student Life / Dean of Students, Student Life
5. Vice President, Facilities, Planning & Operations
6. Assistant Vice President, Planning & Operations
7. Assistant Vice President of Financial Planning, Division of Finance
8. General Counsel, Office of General Counsel

IV. INSTITUTIONAL CONTEXT

A. Rowan University, formerly Rowan College of New Jersey, was founded in 1923 and has evolved into a comprehensive public research university with a strong regional reputation. Rowan offers accredited programs in business, education, engineering, and medicine. The University offers degrees in fourteen different academic schools, including seventy baccalaureate, forty-one masters, and five doctoral degree programs.

B. Rowan has four campuses in Southern New Jersey: the Glassboro Campus (main campus), West Campus (athletics), Camden Campus, and Stratford Campus. The Project identified in this RFP will be located on the 200-acre Glassboro Campus, located thirty minutes from Downtown Philadelphia.

C. Rowan has an enrollment of approximately 15,400 undergraduates, 2,050 graduates, and 1,050 professional students. In recent years, Rowan has leveraged its strong brand to attract an increasing number of students. Undergraduate enrollment has grown by over 1,000 students annually for 5 years prior to 2018. Rowan expects that enrollment will remain stable in the coming years.

D. The University is recognized as a public research institution by the State of New Jersey. Under the law, the University is an instrumentality of the State and is afforded a high degree of autonomy during procurement. Rowan is familiar with the use of public-private partnerships to address facility needs, having formed a number of these relationships to develop student housing, classroom, and retail facilities over the past decade.
E. Enrollment: Growth (Fall 2012 through Fall 2016)

*Table 4.1: Enrollment Growth*

![Graph showing enrollment growth from Fall 2012 to Fall 2016.](image)

F. Enrollment by Class: (Fall 2017 and 2018)

*Table 4.2: Enrollment by Class*

<table>
<thead>
<tr>
<th>Class</th>
<th>Fall 2017 Enrollment</th>
<th>Fall 2018 Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year</td>
<td>2,801</td>
<td>3,153</td>
</tr>
<tr>
<td>Sophomore</td>
<td>3,448</td>
<td>3,537</td>
</tr>
<tr>
<td>Junior</td>
<td>4,329</td>
<td>4,344</td>
</tr>
<tr>
<td>Senior</td>
<td>4,510</td>
<td>4,753</td>
</tr>
<tr>
<td>Graduate (Glassboro only)</td>
<td>1,846</td>
<td>2,064</td>
</tr>
<tr>
<td>Totals</td>
<td>16,934</td>
<td>17,851</td>
</tr>
</tbody>
</table>

G. During the five-year period preceding Fall 2017, Rowan grew by more than 1,000 students per year on average.

H. Mission Statement: “In 2017, Rowan adopted a visionary mission for Student Learning, Research Excellence, and Service:

1. Rowan will become a new model for higher education by being inclusive, agile, and responsive, offering diverse scholarly and creative educational experiences, pathways, environments, and services to meet the needs of all students; maintaining agility by strategically delivering organizational capacity across the institution; and responding to the emerging demand and opportunities regionally and nationally.”
V. RESIDENTIAL LIFE FACILITIES AT ROWAN

A. Existing Housing Inventory and Room Rates: Rowan’s housing system consists of 6,343 beds, in a total of ten (10) residence halls and eight (8) apartment complexes. This includes facilities owned and operated by the University, as well as facilities owned and/or operated by private entities, both on campus and adjacent to campus. By Fall 2019, Rowan expects the total bed count to be 6,456 (following the decommissioning of three existing residence halls (Laurel, Oak, and Triad) and the completion of two new privately-developed apartment buildings (Nexus Phase 4). The following table represents Rowan’s housing inventory:

**Table 5.1: Housing Inventory**

<table>
<thead>
<tr>
<th>Project Delivery</th>
<th>Residence Hall</th>
<th>Design Capacity (Fall 2017)</th>
<th>Design Capacity (Fall 2018)</th>
<th>Unit Type</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>University</td>
<td>Chestnut Hall</td>
<td>384</td>
<td>384</td>
<td>Traditional</td>
<td>On-campus</td>
</tr>
<tr>
<td>University</td>
<td>International House</td>
<td>14</td>
<td>14</td>
<td>Traditional</td>
<td>On-campus</td>
</tr>
<tr>
<td>University</td>
<td>Laurel Hall</td>
<td>55</td>
<td>00</td>
<td>Traditional</td>
<td>On-campus</td>
</tr>
<tr>
<td>University</td>
<td>Magnolia Hall</td>
<td>201</td>
<td>201</td>
<td>Traditional</td>
<td>On-campus</td>
</tr>
<tr>
<td>University</td>
<td>Oak Hall</td>
<td>58</td>
<td>00</td>
<td>Traditional</td>
<td>On-campus</td>
</tr>
<tr>
<td>University</td>
<td>Willow Hall</td>
<td>203</td>
<td>203</td>
<td>Traditional</td>
<td>On-campus</td>
</tr>
<tr>
<td>University</td>
<td>Evergreen Hall</td>
<td>209</td>
<td>209</td>
<td>Suites</td>
<td>On-campus</td>
</tr>
<tr>
<td>University</td>
<td>Mimosa Hall</td>
<td>302</td>
<td>302</td>
<td>Suites</td>
<td>On-campus</td>
</tr>
<tr>
<td>University</td>
<td>Mullica Hall</td>
<td>102</td>
<td>102</td>
<td>Suites</td>
<td>On-campus</td>
</tr>
<tr>
<td>University</td>
<td>Edgewood Park Apts.</td>
<td>384</td>
<td>384</td>
<td>Apartment</td>
<td>On-campus</td>
</tr>
<tr>
<td>University</td>
<td>Townhouses</td>
<td>465</td>
<td>465</td>
<td>Apartment</td>
<td>On-campus</td>
</tr>
<tr>
<td>University</td>
<td>Triad Apts.</td>
<td>378</td>
<td>00</td>
<td>Apartment</td>
<td>On-campus</td>
</tr>
<tr>
<td>P3</td>
<td>Holly Pointe Commons</td>
<td>1,414</td>
<td>1,414</td>
<td>Traditional</td>
<td>On-campus</td>
</tr>
<tr>
<td>P3</td>
<td>Rowan Blvd Apts.</td>
<td>884</td>
<td>884</td>
<td>Apartment</td>
<td>Off-campus</td>
</tr>
<tr>
<td>P3</td>
<td>Whitney Center</td>
<td>280</td>
<td>280</td>
<td>Apartment</td>
<td>Off-campus</td>
</tr>
<tr>
<td>P3</td>
<td>Nexus - 220 Rowan Blvd</td>
<td>456</td>
<td>456</td>
<td>Apartment</td>
<td>Off-campus</td>
</tr>
<tr>
<td>P3</td>
<td>Nexus - 223 High (A-3C)</td>
<td>141</td>
<td>141</td>
<td>Apartment</td>
<td>Off-campus</td>
</tr>
<tr>
<td>P3</td>
<td>Nexus - 230 Victoria (A-3A)</td>
<td>413</td>
<td>413</td>
<td>Apartment</td>
<td>Off-campus</td>
</tr>
<tr>
<td>P3</td>
<td>Nexus – 57 North Main (A-4E)</td>
<td>0</td>
<td>140</td>
<td>Apartment</td>
<td>Off-campus</td>
</tr>
<tr>
<td>P3</td>
<td>Nexus – 114 Victoria (A-4F)</td>
<td>0</td>
<td>464</td>
<td>Apartment</td>
<td>Off-campus</td>
</tr>
</tbody>
</table>

**Total Design Capacity** 6,343 6,456
B. The following table illustrates Rowan’s room rates (per bed, per semester) for the 2017-2018 academic year:

**Table 5.2: Room Rates**

<table>
<thead>
<tr>
<th>Room Rates: 2017 - 2018 (Per Semester)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Traditional Residence Hall - Meal Plan Required</strong></td>
</tr>
<tr>
<td>Residence Hall Double</td>
</tr>
<tr>
<td>Residence Hall Single</td>
</tr>
<tr>
<td><strong>Holly Pointe Commons - Meal Plan Required</strong></td>
</tr>
<tr>
<td>Residence Hall Double</td>
</tr>
<tr>
<td>Residence Hall Single</td>
</tr>
<tr>
<td><strong>Apartments</strong></td>
</tr>
<tr>
<td>Triad - Non air conditioned</td>
</tr>
<tr>
<td>Triad - Air conditioned</td>
</tr>
<tr>
<td>Edgewood Park Double</td>
</tr>
<tr>
<td>Townhouse Complex</td>
</tr>
<tr>
<td>Rowan Blvd. Complex</td>
</tr>
<tr>
<td>Whitney Center</td>
</tr>
<tr>
<td>Nexus Apartments Double</td>
</tr>
<tr>
<td>Nexus Apartments Single</td>
</tr>
</tbody>
</table>

C. Room rates for the current affiliated housing is set equal to the amount charged for other student housing within the on-campus community. Once the agreements between the University and the affiliated developments expires, the affiliates will no longer be required to match the campus’ room rates. More information on existing partnerships can be found in Section 3.3.

D. **Occupancy and Capture Rates**: Overall, Rowan’s housing system (including University-owned and private or affiliated) had an average occupancy of 104% from 2012-2017. Historical occupancy levels are shown below:

**Table 5.3: Historical Occupancy Levels**

<table>
<thead>
<tr>
<th>Fall Semester</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupants</td>
<td>3,914</td>
<td>3,999</td>
<td>4,385</td>
<td>5,054</td>
<td>5,866</td>
<td>6,224</td>
</tr>
<tr>
<td>Design Capacity</td>
<td>3,915</td>
<td>3,915</td>
<td>3,915</td>
<td>4,371</td>
<td>5,786</td>
<td>6,343</td>
</tr>
<tr>
<td>Occupancy</td>
<td>100.0%</td>
<td>102.1%</td>
<td>112.0%</td>
<td>115.6%</td>
<td>101.4%</td>
<td>98.1%</td>
</tr>
</tbody>
</table>
### Table 5.4: Residential Learning & University Housing Occupancy Report – Fall 2018

**Residential Learning and University Housing: Occupancy Report - Fall 2018**

As of 9/26/18

<table>
<thead>
<tr>
<th>Building</th>
<th>Active Beds</th>
<th>Assigned Beds</th>
<th>Vacant Beds</th>
<th>% Occupancy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chestnut</td>
<td>384</td>
<td>357</td>
<td>27</td>
<td>93%</td>
</tr>
<tr>
<td>Edgewood</td>
<td>372</td>
<td>362</td>
<td>10</td>
<td>97%</td>
</tr>
<tr>
<td>Evergreen</td>
<td>206</td>
<td>194</td>
<td>12</td>
<td>94%</td>
</tr>
<tr>
<td>Holly Pointe Commons</td>
<td>1,412</td>
<td>1,369</td>
<td>43</td>
<td>97%</td>
</tr>
<tr>
<td>International House</td>
<td>11</td>
<td>10</td>
<td>1</td>
<td>91%</td>
</tr>
<tr>
<td>Magnolia</td>
<td>195</td>
<td>187</td>
<td>8</td>
<td>96%</td>
</tr>
<tr>
<td>Mimosa</td>
<td>312</td>
<td>296</td>
<td>16</td>
<td>95%</td>
</tr>
<tr>
<td>Mullica</td>
<td>99</td>
<td>91</td>
<td>8</td>
<td>92%</td>
</tr>
<tr>
<td>Rowan Blvd.</td>
<td>884</td>
<td>872</td>
<td>12</td>
<td>99%</td>
</tr>
<tr>
<td>Townhouses</td>
<td>465</td>
<td>460</td>
<td>5</td>
<td>99%</td>
</tr>
<tr>
<td>Triad Apartments</td>
<td>242</td>
<td>144</td>
<td>98</td>
<td>60%</td>
</tr>
<tr>
<td>Whitney Center</td>
<td>279</td>
<td>277</td>
<td>2</td>
<td>99%</td>
</tr>
<tr>
<td>Willow</td>
<td>203</td>
<td>191</td>
<td>12</td>
<td>94%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5,064</strong></td>
<td><strong>4,810</strong></td>
<td><strong>254</strong></td>
<td><strong>95%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Building</th>
<th>Active Beds</th>
<th>Assigned Beds</th>
<th>Vacant Beds</th>
<th>% Occupancy</th>
</tr>
</thead>
<tbody>
<tr>
<td>220 Rowan Blvd</td>
<td>452</td>
<td>451</td>
<td>1</td>
<td>100%</td>
</tr>
<tr>
<td>223 High</td>
<td>144</td>
<td>142</td>
<td>2</td>
<td>99%</td>
</tr>
<tr>
<td>230 Victoria</td>
<td>411</td>
<td>403</td>
<td>8</td>
<td>98%</td>
</tr>
<tr>
<td>114 Victoria</td>
<td>468</td>
<td>449</td>
<td>19</td>
<td>96%</td>
</tr>
<tr>
<td>57 Main</td>
<td>138</td>
<td>134</td>
<td>4</td>
<td>97%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,613</strong></td>
<td><strong>1,579</strong></td>
<td><strong>34</strong></td>
<td><strong>98%</strong></td>
</tr>
</tbody>
</table>

**Nexus Properties**

<table>
<thead>
<tr>
<th>Building</th>
<th>Active Beds</th>
<th>Assigned Beds</th>
<th>Vacant Beds</th>
<th>% Occupancy</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SYSTEM TOTAL</strong></td>
<td><strong>6,677</strong></td>
<td><strong>6,389</strong></td>
<td><strong>288</strong></td>
<td><strong>96%</strong></td>
</tr>
</tbody>
</table>
E. Rowan requires all first and second-year students to live on campus, with the exception of students whose primary residence is within 40 miles of campus. Capture rates in 2017 by class is as follows:

**Table 5.5: Capture Rates**

<table>
<thead>
<tr>
<th>Class</th>
<th>Enrollment</th>
<th>Living On Campus</th>
<th>Capture Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year</td>
<td>2,801</td>
<td>2,006</td>
<td>71.6%</td>
</tr>
<tr>
<td>Sophomore</td>
<td>3,448</td>
<td>1,990</td>
<td>57.7%</td>
</tr>
<tr>
<td>Junior</td>
<td>4,329</td>
<td>1,146</td>
<td>26.4%</td>
</tr>
<tr>
<td>Senior</td>
<td>4,510</td>
<td>936</td>
<td>20.7%</td>
</tr>
</tbody>
</table>

**Table 5.6: Housing Distribution by Development**

**Housing Distribution By Development- 2018**

<table>
<thead>
<tr>
<th>Development</th>
<th>Doctorate</th>
<th>Freshman</th>
<th>Graduate</th>
<th>Junior</th>
<th>Senior</th>
<th>Sophomore</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>114 Victoria St</td>
<td>-</td>
<td>24</td>
<td>110</td>
<td>46</td>
<td>253</td>
<td></td>
<td>433</td>
</tr>
<tr>
<td>220 Rowan Blvd</td>
<td>-</td>
<td>10</td>
<td>1</td>
<td>44</td>
<td>34</td>
<td>50</td>
<td>139</td>
</tr>
<tr>
<td>223 West High Street</td>
<td>-</td>
<td>24</td>
<td>4</td>
<td>97</td>
<td>48</td>
<td>214</td>
<td>387</td>
</tr>
<tr>
<td>230 Victoria Street</td>
<td>-</td>
<td>24</td>
<td>2</td>
<td>3</td>
<td>19</td>
<td></td>
<td>321</td>
</tr>
<tr>
<td>57 Main Street</td>
<td>-</td>
<td>11</td>
<td>38</td>
<td>29</td>
<td>52</td>
<td></td>
<td>130</td>
</tr>
<tr>
<td>Chestnut</td>
<td>-</td>
<td>295</td>
<td>2</td>
<td>3</td>
<td>19</td>
<td></td>
<td>321</td>
</tr>
<tr>
<td>Edgewood Park Apts.</td>
<td>-</td>
<td>21</td>
<td>77</td>
<td>27</td>
<td>220</td>
<td></td>
<td>346</td>
</tr>
<tr>
<td>Evergreen</td>
<td>-</td>
<td>171</td>
<td>2</td>
<td>1</td>
<td>8</td>
<td></td>
<td>182</td>
</tr>
<tr>
<td>Holly Pointe Commons</td>
<td>1</td>
<td>971</td>
<td>3</td>
<td>61</td>
<td>14</td>
<td>199</td>
<td>1249</td>
</tr>
<tr>
<td>International House</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>Magnolia</td>
<td>-</td>
<td>157</td>
<td>1</td>
<td>2</td>
<td>12</td>
<td></td>
<td>172</td>
</tr>
<tr>
<td>Mimosa</td>
<td>-</td>
<td>256</td>
<td>3</td>
<td>9</td>
<td>2</td>
<td>7</td>
<td>277</td>
</tr>
<tr>
<td>Mullica</td>
<td>-</td>
<td>74</td>
<td>1</td>
<td>1</td>
<td>-</td>
<td>2</td>
<td>78</td>
</tr>
<tr>
<td>Rowan Blvd Apartments</td>
<td>-</td>
<td>42</td>
<td>4</td>
<td>180</td>
<td>58</td>
<td>566</td>
<td>850</td>
</tr>
<tr>
<td>Town Houses</td>
<td>1</td>
<td>15</td>
<td>19</td>
<td>168</td>
<td>67</td>
<td>175</td>
<td>445</td>
</tr>
<tr>
<td>Triad</td>
<td>-</td>
<td>19</td>
<td>1</td>
<td>42</td>
<td>21</td>
<td>60</td>
<td>143</td>
</tr>
<tr>
<td>Whitney Center</td>
<td>-</td>
<td>13</td>
<td>1</td>
<td>73</td>
<td>52</td>
<td>134</td>
<td>273</td>
</tr>
</tbody>
</table>
VI. **EXISTING PARTNERSHIPS AND AFFILIATED HOUSING**

A. Rowan has strategically partnered with the private sector to provide affordable student housing options to students both on and near campus over the past ten years. The following table provides a brief overview of existing agreements. More detailed information will be provided to shortlisted Developers.

**Table 6.1: Existing Partnerships**

<table>
<thead>
<tr>
<th>Property Name</th>
<th>Year Completed</th>
<th>Developer</th>
<th>Property Management</th>
<th>Number of Beds</th>
<th>Transaction Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rowan Blvd Apts</td>
<td>2009</td>
<td>SORA Development</td>
<td>Res Life - Rowan O&amp;M - Rowan</td>
<td>884</td>
<td>Master Lease Agreement (Borough-owned land)</td>
</tr>
<tr>
<td>Whitney Center</td>
<td>2011</td>
<td>SORA Development</td>
<td>Res Life - Rowan O&amp;M - Rowan</td>
<td>280</td>
<td>Master Lease Agreement (SORA-owned land)</td>
</tr>
<tr>
<td>220 Rowan Blvd (A-2)</td>
<td>2015</td>
<td>Nexus Properties</td>
<td>Res Life - Rowan O&amp;M - Nexus Properties</td>
<td>456</td>
<td>Ground Lease to Master Developer, Sublease to University (Borough-owned land)</td>
</tr>
<tr>
<td>Holly Pointe Commons</td>
<td>2016</td>
<td>University Student Living (USL)</td>
<td>Res Life - Rowan O&amp;M - USL</td>
<td>1,414</td>
<td>Ground Lease to National Foundation, Sublease to Master Developer (University-owned land)</td>
</tr>
<tr>
<td>223 High (A-3C)</td>
<td>2017</td>
<td>Nexus Properties</td>
<td>Res Life - Rowan O&amp;M - Nexus Properties</td>
<td>141</td>
<td>Ground Lease to Master Developer, Sublease to University (Borough-owned land)</td>
</tr>
<tr>
<td>230 Victoria (A-3A)</td>
<td>2017</td>
<td>Nexus Properties</td>
<td>Res Life - Rowan O&amp;M - Nexus Properties</td>
<td>413</td>
<td>Ground Lease to Master Developer, Sublease to University (Borough-owned land)</td>
</tr>
<tr>
<td>57 North Main (A-4E)</td>
<td>2018</td>
<td>Nexus Properties</td>
<td>Res Life - Rowan O&amp;M - Nexus Properties</td>
<td>140</td>
<td>Ground Lease to Master Developer, Sublease to University (Borough-owned land)</td>
</tr>
<tr>
<td>114 Victoria (A-4F)</td>
<td>2018</td>
<td>Nexus Properties</td>
<td>Res Life - Rowan O&amp;M - Nexus Properties</td>
<td>464</td>
<td>Ground Lease to Master Developer, Sublease to University (Borough-owned land)</td>
</tr>
</tbody>
</table>

VII. **PROJECT GOALS**

A. **Institutional Goals**

1. Rowan is committed to quality and rational growth in all of its endeavors. This includes a variety of academic and student life projects in the pipeline. Rowan has chosen to undertake the student housing Project in order to support a number of institutional goals and objectives.
   a. Replace older residence halls with deferred maintenance backlogs.
   b. Reconfigure the unit mix to better satisfy demand.
   c. Enhance the first-year experience and continuing student living experience.
   d. Boost recruitment and retention.
   e. Align the quality and consistency of student housing with Rowan’s high institutional standards.
B. Residential Life Goals

1. Rowan recognizes the benefits of the residential experience for student success. Housing plays a vital role in building campus community and accelerating personal development. The expectation is that housing will continue to positively impact student experience, and those who live in the Project’s new residence halls will:
   a. Develop a greater sense of belonging;
   b. Find it easier to form friendships;
   c. Participate more in student organizations;
   d. Develop stronger connections to faculty;
   e. Increase their awareness of diversity; and
   f. Are more likely to complete a degree in four years.

2. Although Rowan will retain responsibility for managing the residential life programs within the Project’s new residence halls, the physical facilities must also support a student experience that is seamless with the Rowan brand and promotes the goals listed above.

C. Transaction Goals

1. The University is interested in exploring various transaction structures and funding mechanisms for the development and operation of the Project within the context of a P3 Agreement. Potential financing structures may range from 100% debt to 100% equity models. Rowan maintains the following objectives in relation to the development and management of the Project:

2. Project Financing: Rowan expects the Preferred Developer to take leadership in ensuring the Project is fully financed, and that financing is secured on time according to the Project schedule.

3. Design and Construction: Rowan expects the Preferred Developer to assume responsibility for managing the design team and the construction manager. However, it is critical for the Preferred Developer to include the University in the design process and consult the University on logistical matters throughout construction.

4. Occupancy: Rowan is not willing to assume any risk relating to the occupancy of the Project.

5. Operations and Maintenance: Rowan expects the Preferred Developer to take leadership in the asset management decision-making process, which includes but is not limited to facility management oversight and efficiency, reserve utilization, and project reinvestment.

6. It is imperative that all proposed transaction structures maintain rental rate affordability and have a minimal impact on the University’s credit and balance sheet.

D. Operations and Maintenance Goals

1. The University expects that the Preferred Developer will be responsible for maintenance and upkeep of the Project and its contiguous grounds. The Preferred Developer will provide a level of service that is consistent with the University’s standards for quality and timeliness. It is expected that each respondent’s financial pro forma is constructed to accommodate the University’s standard level of service.

2. It is also imperative that the design and operation of the new residence halls demonstrate the University’s commitment to sustainability. Rowan will work closely with the Preferred Developer to ensure sustainability is a central consideration throughout the life of the partnership.
3. During the Project Verification Period, Rowan will work with the Preferred Developer to establish a system of Key Performance Indicators (KPIs), linking the partner’s compensation directly to project performance.

4. While the Preferred Developer will provide services related to the physical operations and maintenance of the Project, Rowan anticipates a central role in administrative and programming of residence life matters. Rowan’s responsibilities shall include room assignments, billings, collections, marketing, and residential programming services. Therefore, these duties will not be included in the operations delivery approach provided by the partner in response to this RFP. The University will be compensated (from the Project’s revenues) for providing these services.

VIII. BUILDING PROGRAM

A. General Information

1. The University has defined key programmatic elements for the Project’s new residential facilities, as outlined in this section. The intent of identifying these programmatic elements is to inform Developers of the University’s expectations for the Project and concurrently, to provide assumptions that should be utilized to inform the responses to this RFP. Rowan does not warrant nor guaranty the accuracy of any assumptions provided herein. Respondents shall independently verify and investigate the accuracy of the same and may only rely upon its independent verification rather than the assumptions provided herein.

2. Proposed Inventory Adjustment
   a. The Project will result in a transformation of the campus housing inventory. The demolition program consists of 788 traditional beds which are currently provided through Willow, Magnolia, and Chestnut Halls (also known as the North Halls) and possibly Triad. Centrally located and proximate to campus resources, these facilities are experiencing high levels of deferred maintenance backlog. Intended to serve as a replacement product for the North Halls, the Project’s first phase program consists of 525 traditional-style beds, a unit-typology commonly deemed appropriate for first-year students and upperclassmen.
   b. The current on-campus and affiliated housing market offers an abundance of apartment-style beds. Developers should ensure that their proposed program(s) for all future phases of the Project introduce unit-typology varieties consistent with student demand and first and second year programmatic student needs. Developers should also keep in mind Rowan’s first- and second-year live-on-campus policy, and price-conscious student body, as factors that influence building programming decisions.

3. Room Rates and Unit Types Testes
   a. Rowan conducted a student survey on housing preferences in order to quantify the demand for student housing. Students responding to the survey were asked to select their preferred unit types, each associated with a specific room rate (listed in the table below, assuming 9-month leases). The space program is based on this demand analysis - thus, Developers are encouraged to use these and current rental rates as guides. Each Developer must indicate the room rates they plan to charge in order to achieve a functional pro forma to target rental rates not to exceed $9,500/double and $11,000/single.
Table 8.1: Room Rates & Unit Types

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traditional (Double)</td>
<td>$1,000 per month</td>
</tr>
<tr>
<td>Semi-Suite (Single)</td>
<td>$1,350 per month</td>
</tr>
<tr>
<td>Semi-Suite (Double)</td>
<td>$1,050 per month</td>
</tr>
<tr>
<td>Traditional (Single)</td>
<td>$1,150 per month</td>
</tr>
</tbody>
</table>

4. **Design & Construction Standards**
   a. Rowan expects the Preferred Developer to design and build an institutional-grade building that will complement and improve upon the Rowan experience. Further, it is critical that the building is constructed of durable materials and systems. Design and construction standards need to conform to the University’s Facilities Master Plan (2013) and Storm water Management & Landscape Master Plan (2014).

5. **Project Timeline & Milestones**
   a. Rowan desires to make the inventory adjustment in a manner that is both cost-effective and time-efficient. Each responding Developer shall clearly identify its recommended approach to phasing and construction that most rapidly achieves the University’s stated goals.

6. **Sustainable Design Requirements**
   a. While Rowan does not plan to require LEED accreditation for this project, it should be assumed that the Project could satisfy the baseline requirements of LEED Silver accreditation.

7. **Performance Bond**
   a. Upon the selection of a Preferred Developer, the Preferred Developer shall deliver to the University, and shall maintain in effect at all times during the term of the Project’s construction period, and up to two years following final completion, a valid Performance Bond, in the full amount of the cost of construction, payable without condition to Rowan University, with surety acceptable and approved by the University, which bond shall guarantee to the University full and faithful performance of all of the terms and provisions of the Agreement.
IX. **SITE PLANNING**

A. **Site Description**
   1. The Campus Map is included as an Exhibit to this RFP.
   2. The below map indicates the preliminary project site to be used as a basis for submissions. Please note that this site will be subject to further investigation and compatibility with the University Facilities Master Plan as the program develops. Various factors will influence the decision of where the new buildings are ultimately located within this site. Rowan will work with the Preferred Developer to identify the most advantageous location and orientation of each new building.

   **Table 9.1: Preliminary Project Site**

B. **Site Logistics**
   1. The Preferred Developer is expected to coordinate work hours with the University, specifically as it pertains to noise during construction, public safety, and any impacts on surrounding facilities. Construction activity is expected to be limited during finals weeks, scheduled move-in days, commencement and other time periods that will be specified by the University.
C. Utilities
1. The Preferred Developer is expected to provide appropriate utility infrastructure (e.g. steam, chilled water, domestic water, electricity, telecom, sanitary, and storm sewer) in order to support the necessary capacity to the Project site(s). Once engaged, the Preferred Developer must conduct appropriate surveys of the site(s) in order to identify the subsurface conditions and to plan the proposed development to relocate or terminate existing utilities as may be required.
2. During the Project Verification Period, Rowan will work with the Preferred Developer to determine the requirements for connecting the Project to existing campus infrastructure, including implications on central plant equipment.
3. Campus Utility Maps can be found on the Office of Contracting & Procurement website.

D. Permitting Requirements
1. Unless otherwise provided in the RFP, the Preferred Developer shall secure and pay for all permits, fees, licenses, and inspection by local government agencies necessary for means and methods employed by the Preferred Developer to complete the work.
2. The University is subject to any relevant State, and Federal permitting processes as it relates to the type of construction being performed. For more information regarding the State of New Jersey permits, please visit www.nj.gov/.

E. Property Taxes
1. The Preferred Developer shall be responsible for determining and paying any potential real estate taxes associated with the Project. It is anticipated that property taxes will likely be subject to deal structure, terms, and conditions. Respondents should include a description of their approach to identifying and accommodate real estate taxes that may be imposed on the proposed development(s). Property taxes will be discussed with the Preferred Developer during the Project Verification and Agreement negotiation period.

X. PRICING
A. Cost proposal for the services described herein shall be based on a Lump Sum Fixed Fee. The fee proposal shall be itemized by the prime consultant and each sub-consultant for each phase of the project, along with an upset limit for reimbursable costs and an itemized reimbursable cost schedule. The fee shall include all reimbursable costs such as, but not limited to, postage, reproduction, travel, consultants and sub-consultants and presentations.
B. Proposal pricing must remain valid for no less than ninety (90) days from the submission due date. If awarded, pricing must remain valid for the term of the contract.
C. All costs must be detailed on the Proposal Page of this RFP in the format provided. Any edited or dissimilar formats may not be accepted.
D. Refer to the Proposal Page for additional information.

XI. TERM OF CONTRACT
A. Contract will be for the amount of time necessary to complete all the requirements of this RFP as determined by the documents and contract provided by the Rowan University Facilities Planning & Construction Department.
B. The University reserves the right to terminate the awarded contractor's services for cause or convenience at any time during the term of the contract.
C. In the event that the University terminates services, written notice will be provided thirty (30) days in advance of termination date.

XII. PROCEDURAL REQUIREMENTS & AMENDMENTS

A. The awarded vendor will comply with all procedural instructions that may be issued from time to time by the Contracting Officer of the University or her 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 her respective designee.

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

D. Should the awarded vendor find, at any time, that existing conditions make modification in requirements desirable; it shall promptly report such matters to the Contracting Officer or designee of the University, for consideration and decision.

E. During the period of contract or any extension thereof, the University reserves the right to add or delete specific services.

F. Rowan University may make changes in the general scope of the contract services provided by the vendor by written notice. The vendor shall promptly comply with the notice and shall bring all subsequent services in conformance with the notice.

G. If any such changes causes a material increase or decrease in the vendor’s cost of operation or the time required for attainment of required service levels, an equitable adjustment in the contract cost or time allotted for fulfillment of the contract shall be negotiated and the contract modified accordingly. Any change, alteration or modification of any contract will be valid and binding only if a submittal of a proposal, vendor hereby agrees to negotiate on good faith.

H. The awarded vendor’s engagement partner and/or manager might be required to meet periodically with the Contracting officer or her representatives to discuss services.

XIII. VENDOR PERSONNEL

A. While on University property:
   1. All personnel shall observe all rules and regulations in effect at Rowan University governing safety and personal conduct.
   2. Vendor employees shall be subject to control of the University, but under no circumstances, shall such persons be deemed employees of the University.

B. Vendor personnel shall not represent themselves or be considered as employees of Rowan University or the State of New Jersey.

C. CRIMINAL BACKGROUND CHECKS ARE MANDATORY for all non-university personnel performing work on the Rowan University Campus. Vendors, consultants, contractors and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the campus community. Failure to comply with this requirement may result in immediate termination of any award or contract.

D. The bidder shall be solely responsible for all damage or unauthorized destruction to any Rowan University buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.
E. The Vendor shall remove from the Rowan University work place, any of its employees who are found to be unacceptable by the University. Such requests will not be unreasonable.

F. At all times, vendor personnel shall be in appropriate attire with clear identification of the company’s name, logo, and person’s name.

G. All vendor motorized vehicles shall be identified with the company’s name and/or logo in clear view.

XIV. **POST AWARD**

A. Following the notification of award, the awarded vendor(s) shall receive a contract with a request to review terms, deliverables, costs and the University’s expectations in general. The awarded vendor will be able to address any contract questions or concerns at this time. If the awarded vendor does not receive a contract within seven days of award, please email contracts@rowan.edu for information.

XV. **SUBMISSION REQUIREMENTS**

A. **General Information:**
   1. In order to be considered, vendors must submit a complete response to this RFP.
   2. Submissions should be concise and organized (preferably in PDF format and as a single file) so the selection committee may quickly access pertinent information. Submissions in dissimilar formats will be considered informal and may be rejected. Every effort should be made to avoid duplicating the information presented in the submission.
   3. Submissions must not exceed 100 pages, including pictures, charts, graphs, tables, and text that the Proposer deems appropriate to be part of the review of the response. Resumes of key personnel along with the cover letter, table of contents, front and back covers, blank section/numerical dividers, conceptual drawings, and Required Procurement Documents outlined in Section 9.3 will not be counted in the 100-page limit. No supplemental information to the 100-page submission will be allowed.
   4. Proposals shall not contain URLs (Uniform Resource Locators) or web addresses. The internet contains dynamically changing content, inclusion of a URL or web address is indicative of potentially changing information. Inclusion of a URL or web address implies that the RFP’s content changes as the referenced web page changes.

B. **Submission Format**
   1. **Cover Page & Cover Letter**
   2. **Executive Summary**
   3. **Table of Contents**
   4. **Proposal**
      a. **Acknowledgements:** Developers are required to submit a signature page that acknowledges the receipt, review, and understanding of all materials provided in this RFP, including information included in exhibits and addenda. With this signature page, it will be assumed that the Developers are fully aware of all information that may impact design, program, and financial assumptions included in the RFP submission. Failure to provide this signature page may result in non-compliance with the submission materials, thus impacting that University’s ability to review the proposal.
b. **Team Profile:** Provide a description of the Developer, team structure, and overviews of participating firms. Include in the description the functional responsibilities of each team member, organizational structure of the relationship, and legal agreements between various parties. For each discipline, provide in the description key team members specific to the following roles, and resumes for those that will be involved in the Project. At a minimum, the following entities should be identified:

- Primary development firm
- Additional development partners, if applicable;
- Architect
- Landscape Architect
- Site/Civil Engineer
- Structural Engineer
- Mechanical Engineer
- Construction Manager and/or General Contractor
- Entities providing Operations and Maintenance, if not performed by the Developer
- Equity /Financing partners (pending proposed structure)

For each of these entities, provide the following information:

- Name of firm
- Primary point of contact for each firm (name, title, telephone number, and e-mail address)
- Key personnel to be assigned to the Project
- (Resumes of key personnel should be included and attached as Tab 10)

**Firm Profile:**

- Firm history
- Organizational chart
- Service offerings
- Experience with student housing (list name of Projects and contact information for a reference at the Institution)
- Financial Condition (required only for the primary development firm and the construction manager or general contractor)
  - Income Statement
  - Balance Sheet
  - Statement of cash flows
  - Involvement in on-going litigation

The entities identified above are those currently being considered to participate with the Developer as subcontractors. Any additions to or changes to the subcontractors in connection with a response are subject to review and approval by the University. If a Developer does not name other entities, then the response will be evaluated assuming that the Developer will self-perform all functions and any later decision to include other entities in any of these roles will also require review and approval of these entities prior to their use by the Developer.
c. Relevant Experience

- All Proposers shall have developed and constructed a minimum of four (4) housing projects in the last ten (10) years of the same or similar scope and size as the type contemplated herein. Any Architect, Construction Manager and/or Contractor shall be required to have performed a minimum of four (4) housing projects in the last ten (10) years of the same or similar scope and size as the type contemplated herein.

- Provide an overview of the primary development firm’s housing portfolio, as well as that of the architect, construction manager or general contractor, and operator and include:

  Number of beds by category:
  - On-Campus Housing
  - Off-Campus Housing

  Number of beds by category
  - New construction
  - Acquisition (if applicable)

  Number of beds by development scenario:
  - Developer owned (land and buildings)
  - Developer owned with ground lease
  - University affiliated non-profit with ground lease
  - University owned (land and buildings)

- Provide detailed profiles of four (4) to six (6) recent comparable projects, which are preferably projects developed within the past ten years. Ensure that the respondent and all team members are represented in at least one project and highlight any projects that were completed by multiple team members. For each comparable project, specify how it relates to the proposed Project at Rowan as outlined in this RFP. Examples should include the following information:
  - Brief project description
  - Project location and owner
  - Project status (in progress or complete)
  - Project student type (first year students, sophomores, etc.)
  - Project unit type (traditional, semi-suite, apartment, etc.)
  - Project size (bed count, gross square footage, construction costs, and total project cost)
  - Original project schedule, actual completed project schedule, and reasons for variance
  - Transaction, finance, and legal structure
  - Operations and management structure
  - Name, email address, and telephone number of primary University administrator contact with knowledge of the Project
d. Proposed Transaction Structure
   • Developers shall provide an overview of the proposed transaction recommendation in narrative form. The narrative should include strengths and challenges of the proposed structure, the source(s) of funds, and organizational chart(s), including anticipated legal agreements between various parties. The narrative should also include a description of the methodology to determine anticipated financial returns to the University.
   • The University expects that the Project’s development structure will not adversely affect the University’s credit rating.

e. Project Narrative
   • Developers shall submit design narratives based on their experience with previous projects and the requirements of this project as described herein and during the Pre-proposal Meeting. Narratives may also identify specifications offered by the Developer, which may vary from the design guidelines described herein. The minimum narratives required by the RFP are:
     • A narrative describing broad architectural concepts which govern the proposal for the site layout and building design for each phase of the Project. The narrative should also describe any details of the design including comments on material and finish quality.
     • A narrative describing the structural systems that the Developer plans to employ for the Project.
     • A narrative describing the building systems (mechanical, electrical, and plumbing) that the Developer would employ for each phase of the Project.

f. Operations & Maintenance
   • The Developer shall describe how it will commence and continuously perform all operations and maintenance services for the Project. This includes, but is not limited to:
     o Ongoing operations and maintenance;
     o Routine replacement of fixtures and equipment;
     o Major lifecycle maintenance functions;
     o Facility conditions assessments.
   • The Developer will be required to fund a replacement and repair reserve to be placed in escrow at an amount and in accordance with a budget that is approved annually by the University. Please describe the following:
     o Proposed annual funding allocation for this fund in 2019 dollars;
     o Approach to establishing funding levels and schedule; and
     o Any assumptions used for calculating the reserves for major renewal work.
   • Additionally, the Developer shall describe the approach to assessing the physical facilities over the course of their lifetime, and conducting regular interaction with the University in regards to adhering to Key Performance Indicators proposed by each Developer, respectively.

g. Project Economics
   • The following information should also be provided for an optional second phase as a multi-phase approach to build 744 beds in subsequent phases at the University’s option, based on market conditions, as described in Section 1.1 Project Description.
   • Pre-development Budget
Developers shall submit a budget, along with an associated narrative describing and itemizing the budget, for all pre-development costs associated with the first phase of the Project, which will be the Pre-development Budget. Pre-development costs are the responsibility of the selected Developer.

- Development Budget
  - Developers shall submit a budget, along with an associated narrative describing and itemizing the budget, for all development costs associated with the first phase of the Project, which will be the Development Budget. It is expected that, at a minimum, the Development Budget will include costs for the following and be allocated among the Project:
    - General Conditions
    - Demolition
    - Site preparation
    - Hard Costs
    - Soft Costs
    - Financing Costs
    - Furniture, Fixtures, and Equipment

- Development costs are the responsibility of the responding Developer

- Operation and Maintenance Expenses
  - Developers shall submit a statement identifying the assumed operating and maintenance expenses for the Project, including staff, utilities, services, and equipment costs. Operating and maintenance costs are the responsibility of the Developer and/or its management sub-contractor.

- Room Rates
  - Based on its experience with similar previous projects and the requirements of this Project, the Developers shall submit expected room rates for each proposed unit type. A narrative describing methodology for room rate calculations throughout the life of the Project should be included.

- Financial Pro Forma
  - The University is interested in understanding the financial performance for the first phase of the Project. Developers shall provide a detailed financial pro forma for financial structure that is proposed. Pro formas must include the following information:
    - Project Pro Forma for Full Term of Ground Lease
      - All revenues and expenses, including operating and maintenance expenses and net operating income;
      - Annual cash flow after debt and/or equity obligations;
      - Disclosure of inflation assumptions;
      - Ground lease term and lease payments;
      - Design and construction costs, financing, and scheduling assumptions and all other identifiable project costs;
      - Property taxes (if believed to be applicable given the financial delivery structure);
      - Replacement reserves allocation;
      - Proposed room-type mix and anticipated rental rates (based on a 9-month academic year term);
- Additional revenue beyond rental revenue during the 9-month academic term;
- Cost of capital assumption for Project funding – full term of ground lease;
- All University compensation:
  - Cash flow participation
  - Any ground lease base rent
  - All Developer compensation
    - Developer fee
    - Contingencies
    - Revenue sharing
    - Management fee
    - Other

h. Project Assumptions Form
   - Attached to this RFP is a Project Assumptions Form (Exhibit C) which must be completed by each Proposer.

i. Pre-Development Terms (if applicable)

j. Development Schedule: Each Developer shall provide a plan to advance the Project’s requirements and ensure timely completion of the Project. Specifically, Developers shall address the following:
   - Please provide an overview of the phasing approach, indicating the move-in date for the traditional beds by no later than August 5, 2021. Ensure that the phasing approach accommodates commissioning.
   - Please provide a schedule for the design and construction of the Project, highlighting critical path items that must be achieved in order to ensure that the Project is delivered on time.
   - Please provide a narrative describing the timeline in greater detail and exploring schedule challenges and how they will be overcome.
   - In the event of a force majeure event or other delay of the completion of the Project beyond the completion dates, please describe how you would mitigate impacts to the University, including a detailed alternative housing plan for students.

k. Resumes of Key Personnel

l. Required Procurement Documents
   5. Proposals should include all information requested on the Required Procurement Documents page of this RFP.
Evaluation and Selection Criteria

The purpose of this RFP is to allow Developers to provide a detailed proposal in a format that allows the University to facilitate a fair evaluation of each submission. The University’s evaluation of each RFP response will be based upon the information provided, additional information requested by the University, and information obtained from references and independent sources. Any information a Developer deems essential to the evaluation of the services offered, for which no provision is made in the RFP, should be clearly stated in the response. While the University reserves the right to request additional information or clarification from Developers at any time in the process, Developers should not assume that they will be allowed to amplify or modify their initial written proposal. The initial response must be a clear explanation of the services and benefits offered and should include information as to how all specifications will be met.

Selection of the awarded vendor(s) shall be based solely on the Review Committee’s evaluation of the submissions and the criteria set forth above. Rowan reserves the right to interview the respondents. Rowan 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 that is determined to be the most advantageous to the University.

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

Rowan reserves the right to seek clarifications concerning any submission at any time, and failure to respond may be cause for rejection. Clarification is not an opportunity to change the submission. Rowan will endeavor to accord all firms fair and equal treatment with respect to the RFP process. Submissions may be deemed non-responsive for failing to submit documentation that addresses each element of this RFP, and any submission so deemed by Rowan in its discretion will not be further considered.

The award of this RFP will be based upon a review and analysis of all proposals to determine which proposal/proposals best meet the University’s needs. The contract award will be based on a points-earned matrix derived from a service and financial evaluation:

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Rowan desires to engage with a Developer who, in its sole discretion, demonstrates the ability to serve as a high-quality partner to the University, advance the University’s strategic priorities, and provide a transaction with competitive terms. Some of the key evaluation criteria shall include, but not be limited to, the following:

**Project Experience**

- Experience of the Developer in executing student housing or similar public-private partnerships as referred to in this RFP;
- Experience of the subcontractors/partners/affiliates in delivering student housing or similar public-private partnerships as referred to in this RFP;
- Experience of the Developer and subcontractors in executing public-private partnerships together; and,
- Experience of the Developer and subcontractors in delivering student or similar housing projects in the State of New Jersey.
Partnership/ Financial Approach

- Consistency with the strategic priorities and Project parameters described by Rowan;
- Competitiveness of partnership model, Proposed Transaction Structure and financial strength of the Project

Project Narrative

- Project narrative that aligns with the program objectives set forth by Rowan;
- Project narrative that balances construction quality with Rowan’s objective to provide a cost-effective housing solution to students; and
- Project delivery that ensures that achievement of the targeted schedule is feasible.

The selection of a Preferred Developer will be based on a points-earned matrix derived from a service evaluation, in which the Selection Committee will use to rank Developers:

<table>
<thead>
<tr>
<th>Scoring Categories</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Transaction Structure, Project Economics and Narrative</td>
<td>0 - 30</td>
</tr>
<tr>
<td>Projects &amp; Relevant Experience</td>
<td>0 - 25</td>
</tr>
<tr>
<td>Operations &amp; Maintenance</td>
<td>0 - 25</td>
</tr>
<tr>
<td>Composition of Team</td>
<td>0 - 20</td>
</tr>
</tbody>
</table>

Disclaimers:

- Submission confers on a firm no right to a determination that it is qualified, and a determination that a firm is qualified confers no right to an award or to a subsequent agreement. This process is for Rowan’s benefit only and is to provide Rowan with competitive information to assist in its selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at Rowan’s discretion and made to favor Rowan.
- Any representations or statements made within this RFP shall not be considered a contractual obligation by Rowan University and the respondents shall not be entitled to rely upon them. The Selection Committee reserves the right to reject any and all submissions and to identify and select the respondents which the Committee, in its sole and absolute discretion, deems most qualified.
- The University reserves all rights available to it by law in administering this RFP, including without limitation, the right, in its sole discretion, to:
  o Reject any or all submissions at any time;
  o Terminate evaluation of any or all submissions at any time;
  o Suspend, discontinue and/or terminate negotiations with any respondent at any time;
  o Accept and review a nonconforming submission;
  o Request or obtain clarifications, revisions or additional information from any source;
  o Issue addenda to and/or cancel this RFP;
  o Issue a new request for qualifications;
  o Decline to financially participate in a proposed Project;
  o Extend any deadline or time and waive or permit the correction of minor deficiencies or irregularities in a submission and minor or technical violations of this RFP;
  o Change the scope and the range of services from what is defined in this RFP at any time; and
- Select any submitted P3 structure.

- Each respondent, by submitting a proposal, thereby accepts all risk of adverse public notice, damages, financial loss, criticism or embarrassment that may result from any disclosure or publication of any material or information required or requested by the Selection Committee in connection with the submission of its Proposal. In submitting a Proposal, the respondent expressly waives, on behalf of itself, its partners, joint venture members, officers, employees and agents, any claim against any of the University, and their respective officers and employees, for any damages that may arise therefrom.

- Any and all information the Selection Committee makes available to respondents shall be as a convenience to the respondent and without representation or warranty of any kind.

- By submitting a proposal, the Developer certifies that no relationship exists between the Developer and the University that interferes with fair competition or is a conflict of interest; and no relationship exists between such Developer and another person or firm that constitutes a conflict of interest that is adverse to the University.

- Once the partnership commences, it will be required of the Preferred Developer to notify Rowan of any material changes in its organization, financial condition, key personnel, or legal actions that could affect the performance of the development team.

- If a vendor submits a proposal that does not provide detailed and coherent information regarding a specific scoring category, the vendor will be granted zero (0) total points for that category.

- The University reserves the right to conduct reference checks.
Contract Deliverables and Requirements

Instructions:

**NOTE: THE UNIVERSITY IS ONLY ACCEPTING ELECTRONIC BID SUBMISSIONS FOR THIS OFFERING. ELECTRONIC SUBMISSIONS WILL BE CONSIDERED AS ORIGINALS AND WILL BE UTILIZED AS THE OFFICIAL DOCUMENTATION FOR EVALUATION AND CONSIDERATION BY THE UNIVERSITY. EVERY REASONABLE EFFORT SHOULD BE MADE SO THEY ARE COHERENT AND EASILY VIEWABLE. ALL REQUIRED DOCUMENTS PERTAINING TO THIS OFFERING MUST BE INCLUDED IN THE ELECTRONIC SUBMISSION.**

In order to be considered for the award, Vendor must proceed with one of the following submission options by the appropriate date and time:

- **Submission Option #1:** Submit bid via email to bids@rowan.edu
  - Enter the Bid Name and Company Name in the Subject Line (The University server can handle up to 50MB files at a time. If the bid file is larger than this, please send multiple emails with, Part I, Part II, etc.)
  - **DO NOT PROVIDE LINKS OR ANY EXTERNAL LOCATIONS FOR FILES TO BE DOWNLOADED OR RETRIEVED. THE UNIVERSITY MAY REJECT ANY SUBMISSIONS SENT IN THIS MANNER.**

- **Submission Option #2:** Mail or hand deliver an envelope to the office of Contracting & Procurement with a USB drive or CD enclosed containing the bid submission (Note: The University is not responsible for USB or CD drives that contain no information or fail upon use).
  - Clearly label submission packaging with the Bid Name and Company Name.
  - **Contracting & Procurement address:**
    Bunce Hall, Suite 208
    Rowan University
    201 Mullica Hill Road
    Glassboro, NJ 08028

**Note:** Submissions will be accepted based on the time they are received by the University, and not the time they are submitted. This will apply for both email and delivery of a USB/CD.

ALL ELECTRONIC SUBMISSIONS, WHETHER EMAILED OR SENT ON A USB OR CD, MUST BE IN PDF FORMAT AND PERFERABLY AS A SINGLE FILE.

Respondents are cautioned that reliance on the US Postal Service, other mail delivery, and/or courier service for timely delivery of submissions, is at their risk. Mailing submissions should allow for normal mail delivery time and internal circulation within the University to ensure the timely delivery to the Office of Contracting & Procurement. The University will not be responsible for submissions which do not meet the scheduled deadline.

**Evaluation and Selection Criteria:**

An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified. Submissions must include all information requested on the Required Procurement Documents page of this RFP.
PROPOSAL PAGE
The undersigned bidder, in response to Rowan University’s, RFP 19-50 Student Housing Development Services, having carefully examined the RFP documents and being familiar with the requirements therein, hereby submits the following proposal to provide such services and materials meeting the requirements outlined in this RFP.

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th></th>
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<tbody>
<tr>
<td>(Please Print Clearly)</td>
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<tr>
<td>Bidder’s Signature</td>
<td></td>
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<tr>
<td>Print Name &amp; Title</td>
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<tr>
<td>Address</td>
<td></td>
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<tr>
<td>Phone</td>
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<tr>
<td>Email</td>
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</tbody>
</table>

Bidders must initial and date any and all changes to their bid amount. No corrections will be accepted without Bidder’s initials and date next to any and all corrections.

Primary Contact for Project

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Phone</td>
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<td>Email</td>
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</tbody>
</table>
### Appendix 2

**Project Assumptions Form**

<table>
<thead>
<tr>
<th>Variable Assumptions</th>
<th>Total</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00 Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.01 # of Buildings (Traditional-Style Beds)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.02 # of Buildings (Semi-Suite-Style Beds)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.03 Total Floor Area (Traditional Buildings) (GSF)</td>
<td></td>
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</tr>
<tr>
<td>1.04 Total Floor Area (Semi-Style Buildings) (GSF)</td>
<td></td>
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<tr>
<td>1.05 SF/Bed (Traditional Single-Occupancy Beds)</td>
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<tr>
<td>1.06 SF/Bed (Traditional Double-Occupancy Beds)</td>
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<tr>
<td>1.07 SF/Bed (Semi-Suite Single-Occupancy Beds)</td>
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<tr>
<td>1.08 SF/Bed (Semi-Suite Double-Occupancy Beds)</td>
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<tr>
<td>2.00 Project Costs</td>
<td></td>
<td></td>
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<tr>
<td>2.01 Estimated Pre-Development Cost</td>
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<td></td>
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<tr>
<td>2.02 Estimated Construction Costs</td>
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<tr>
<td>2.03 Estimated Construction Cost per SF</td>
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<td>2.04 Estimated Soft Costs</td>
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<td></td>
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<tr>
<td>2.05 Estimated Total Project Cost</td>
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<td></td>
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<tr>
<td>3.00 Revenue</td>
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<tr>
<td>3.01 Room Rate per bed/semester (Traditional Single-Occupancy Beds) (Year 1)</td>
<td></td>
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<tr>
<td>3.02 Room Rate per bed/semester (Traditional Double-Occupancy Beds) (Year 1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.03 Room Rate per bed/semester (Semi-Suite Single-Occupancy Beds) (Year 1)</td>
<td></td>
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<tr>
<td>3.04 Room Rate per bed/semester (Semi-Suite Double-Occupancy Beds) (Year 1)</td>
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</tr>
<tr>
<td>3.05 Room Rate Annual Inflation (not to exceed 3%)</td>
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<tr>
<td>4.00 Expenses</td>
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<td>4.01 Personnel Costs (per year) (Year 1)</td>
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<tr>
<td>4.02 Utilities (per year) (Year 1)</td>
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<tr>
<td>4.03 Other Operating Expenses (per year) (Year 1)</td>
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</tr>
<tr>
<td>4.04 Total Expenses (per year) (Year 1)</td>
<td></td>
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<tr>
<td>5.00 Fees</td>
<td></td>
<td></td>
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<tr>
<td>5.01 Development Fees (Name of fee, and method of calculation)</td>
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<tr>
<td>5.02 Financing Fees (Name of fee, and method of calculation)</td>
<td></td>
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<tr>
<td>5.03 O&amp;M Fees (incurred annually) (Name of fee, and method of calculation)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TERMS & CONDITIONS SPECIFIC TO ROWAN UNIVERSITY

I. REPRESENTATIONS & WARRANTIES
   A. The vendor has legal capacity to execute and perform any Agreement arising from this RFP.
   B. Any Agreement arising from the award of this RFP is a valid and binding Agreement, enforceable against the vendor according to its terms.
   C. The execution and performance of an Agreement by the vendor does not and will not violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.
   D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.
   E. The vendor knows of no reason, or is any way physically, legally, or otherwise precluded from performing the obligations under an Agreement arising from this RFP, in accordance with its terms; including without limitation those relating to health and safety.
   F. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.
   G. The proposer warrants and represents that the items, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

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

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

IV. INDEMNIFICATION
   A. The awarded vendor agrees to indemnify, protect, save harmless, and defend Rowan University, its governors, officers, employees, and agents from and against any and all claims, losses, costs, damages, and expenses, including legal costs and attorney fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of work performed by the Proposer, its agents or employees, alone or with others, or resulting from or arising out of services provided jointly by the Proposer, its agents or employees or servants.
B. 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.

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

V. **INSURANCE**

A. Vendor agrees to obtain and maintain, at its sole expense, the insurance coverage described below. All insurance must be placed with an insurance company licensed to conduct business in the State of New Jersey and maintaining an A.M. Best Rating of “A” or better with a financial size rating of Class XI or larger. All insurance required herein shall be written on an Occurrence basis, unless otherwise noted, shall contain a waiver of subrogation in favor of Rowan University and the State of New Jersey, and will be in effect no later than 12:01 A.M. at the start of the day of the contract and must remain in effect for the duration of the contract, including any extensions.

B. Vendor agrees that no insurance policy will be cancelled, reduced, or revised without thirty (30) days prior written notice to Rowan University. In addition, required insurance will be primary to any other insurance available and any limitations of Vendor’s insurance will not relieve the Vendor of its indemnification responsibilities to Rowan University and the State of New Jersey per the **Indemnity** section of this project.

C. Insurance Required:
   1. Workers’ Compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the employees 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: (A “per location or Project endorsement” shall be included so that the general aggregate limit applies separately to the Rowan location or Project).
      a. Per Occurrence: $1,000,000
      b. Products/Completed Operations Aggregate: $3,000,000
      c. Personal and Advertising Injury: $1,000,000
      d. General Aggregate: $3,000,000
   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. 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. Limits of liability will be in minimum amounts of five million dollars ($5,000,000). 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 events that occurred prior to the termination date of the claims-made coverage and are not reported until after the termination date.

7. 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.

8. 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.

D. The General Liability, Automobile Liability and Pollution Legal Liability policies shall each name Rowan University and the State of New Jersey as additional insureds.

E. Vendor shall bear all costs of all policy deductibles.

F. 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.

G. 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.

H. 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 RFP by the proposer, their employees or anyone acting on the proposer’s behalf.

I. Rowan University, as a State funded University, will not indemnify vendors in any form.
VI. **ROWAN UNIVERSITY GENERAL**

A. Rowan University may need to issue one or more addenda related to this bid. Such addenda shall be added to the original bid document and posted at the Contracting and Procurement website: *It will be the responsibility of the prospective vendors and other interested parties to familiarize themselves with the website and visit it regularly during the bid process for updated information or addenda related to this bid.*

B. Short procedural inquiries may be accepted by telephone by the buyer noted for this project. However, oral explanations or instructions given over the telephone shall not be binding upon the University. Bidders shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this project.

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

D. Any modifications to the bid document prior to award may invalidate entire submission.

E. The awarded firm may not assign sell or sub-contract its obligations under the contract to any third party without prior approval in writing by the University.

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

G. Rowan reserves the right to suspend or terminate the procurement process described in this bid at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

H. Patents: The Suppliers shall hold and save the University, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense for or on account of any patented or unpatented invention, article, or applicable manufacturer or use in materials and forms of construction as will satisfy the University’s requirements.

I. Submission as Public Information and Property of Rowan

J. Submissions will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Open Public Records Act for non-proprietary information. It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.

K. All submissions will become the property of Rowan.

L. In submitting a bid, the Vendor agrees, unless specifically authorized in writing by an authorized representative of Rowan University on a case by case basis, that it shall have no right to use, and shall not use, the name of Rowan University, its officials or employees, or the Seal of the University:

M. In any advertising, publicity, promotion;

N. To express or imply any endorsement of agency’s services;

O. To use the name of the State, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

P. The preparation of a bid shall be at the expense of the respondent. Rowan University will not reimburse firms for any costs associated with the preparation or submittal of a response.

Q. Rowan University does not allow payment of attorney fees for litigation regardless of disposition of matter.
R. By responding to this bid, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

S. Submissions which, in the sole judgment of Rowan, fail to meet the requirements of the bid or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

T. Rowan University will not accept jurisdiction in any State except New Jersey.

U. 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.

V. Rowan University reserves the right to reject any or all submissions or to award in whole or in part if deemed in the best interest of the University to do so.

W. This bid is not binding on the University.

X. 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.

Y. The bidder is required to carefully examine the work proposed, the specifications and any drawings for the work, and to compute the quantities of labor or material entering therein, and to determine for himself, the difficulties incidental to the prosecution of the work, and the presentation of a bid shall be considered as conclusive evidence of such examination.

Z. Unless specifically noted within this bid, Rowan’s Standard Terms and Conditions take precedence over any special terms and conditions contained in this bid.

AA. Bidders assume sole responsibility for the complete effort required in this bid. No special consideration shall be given after bids are opened because of a bidder’s failure to be knowledgeable of all the requirements of this bid. By submitting a bid in response to this offering, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this bid.

BB. Rowan University has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Senior Director of Contracting and Procurement (Senior Director) shall provide advanced, written notice to the vendor.

CC. 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.

DD. 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.

EE. Rowan University reserves the right to cancel this contract with thirty (30) days written notice to the vendor(s) with or without cause.

FF. No party, including any respondent to this bid, is granted any rights hereunder.

GG. The bid submitted by the vendor shall be binding on the vendor.

HH. Rowan University reserves the right to seek clarification and additional information at any point in connection with vendor information or other communication regarding this bid.
VII. PRICE & PAYMENT GENERAL

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

B. Availability of Funds: The University’s obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the University or the State of New Jersey for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency and made available through receipt of revenue.
TERMS & CONDITIONS SPECIFIC TO NEW JERSEY STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

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

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

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

I. BUSINESS REGISTRATION

A. 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.

B. 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.

C. 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.

D. 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 [here](#).

II. ANTI-DISCRIMINATION

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

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

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

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

VII. **MAINTENANCE OF RECORDS**
   A. The vendor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the bid. Such records shall be made available to the University and the State, including the Comptroller, for audit and review.
VIII. PAY TO PLAY PROHIBITIONS
A. 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:
   1. Make or solicit a contribution in violation of the statute;
   2. Knowingly conceal or misrepresent a contribution given or received;
   3. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
   4. 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;
   5. 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;
   6. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
   7. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
   8. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

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

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

XI. STANDARDS PROHIBITING CONFLICTS OF INTEREST
The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the University pursuant to Executive Order No. 189 (1988).
A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;
B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards;

C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any University officer or employee, State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of a University officer or employee, State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;

D. No vendor shall influence, or attempt to influence or cause to be influenced, any University officer or employee, State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

E. No vendor shall cause or influence, or attempt to cause or influence, any University officer or employee, State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and

F. The provisions cited above shall not be construed to prohibit a University officer or employee, State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

XII. **TAX CHARGES**

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

XIII. **NEW JERSEY PROMPT PAYMENT ACT**

A. The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of receipt and acceptance of goods and services.
TERMS & CONDITIONS SPECIFIC TO NEW JERSEY STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

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

V. **SERVICE PERFORMANCE WITHIN U.S.**
   A. 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.
   
   B. A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to of the Terms and Conditions provided, unless previously approved by the Senior Director of Contracting and Procurement and the State Treasurer.
TERMS & CONDITIONS SPECIFICALLY RELATED TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

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

I. PROCUREMENT OF RECOVERED MATERIALS

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

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

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
   1. Paper and paper products listed in 40 C.F.R. 247.10;
   2. Certain vehicular products as listed in 40 CFR 247.11;
   3. Certain construction products listed in 40 C.F.R. 247.12;
   4. Certain transportation products listed in 40 C.F.R. 247.13;
   5. Certain park and recreation products, 40 C.F.R. 247.14;
   6. Certain landscaping products listed in 40 C.F.R. 247.15;
   7. Certain non-paper office products listed in 40 C.F.R. 247.16; and

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, 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.

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

II. EQUAL EMPLOYMENT OPPORTUNITY


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

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

      1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment, without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

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

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

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

1. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
2. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

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

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

IV. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**
   A. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient 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 sub-recipient 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.

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

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