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Administrative Information

All questions must be submitted via email, with the subject heading:
“RFP 20-02 Solid Waste and Recycling 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

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.

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- **Request for Proposal** | August 12, 2019
- **Site Visit** | October 2, 2019 at 11:00 a.m.
- **Questions Due** | October 8, 2019
- **Answers Posted to Website** | October 11, 2019
- **Submissions Due** (see table below for details) | October 23, 2019 at 2:00 p.m.

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<tr>
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- Attending the Site Visit is not mandatory; however, vendors are encouraged to be present.
- Site Visit will be held in Room 318 in Shpeen Hall, 40 N. Academy Street, Glassboro, NJ 08028 (parking in rear of building).

- Attending the RFP Opening is not mandatory.
- RFP Opening will be held on the third floor conference room of Laurel Hall (North entrance), located on the Glassboro, NJ Campus.

It will be the responsibility of each proposer to verify field conditions prior to submitting a proposal. Information provided within this RFP is provided to assist the proposers and, although Rowan has made reasonable efforts to provide accurate information, the accuracy of this information is not guaranteed. Submission of a proposal indicates acknowledgement and agreement of the conditions to be met and that the Proposer fully understands the extent of the obligation and not make any claim for or have right to cancellation or relief without penalty of the contract because of any misunderstanding, inaccuracy or lack of information.

In order to be considered for the award, all information must be received by the required date and time. Any submission 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

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<td>13</td>
<td>New Jersey Business Registration Certificate Firms should be able to generate a NJ Business Registration [here]. Please refrain from utilizing a dated copy.</td>
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| 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) |

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Failure To Include The Below Requested Documentation Will Result In An Automatic Rejection Of Vendor’s Submission

Failure To Include The Below Requested Documentation May Result In Rejection Of Vendor’s Submission
Project Overview

Rowan University invites proposals from qualified, licensed firms to provide solid waste, trash recycling *biological/medical waste, hazardous waste and universal waste* services for all Rowan University campus locations.

I. PURPOSE AND INTENT

A. Rowan (the University) is seeking competitive proposals for the collection of solid waste with disposal at licensed solid waste disposal locations and the collection, processing and marketing of recyclable materials, medical/biological waste, hazardous waste and universal wastes, in accordance with the scope of work, service standards, specifications, and terms and conditions as set forth in this RFP. All solid waste disposal locations must conform to the rules and regulations of the New Jersey Department of Environmental Protection, County Solid Waste Management Plans of the host counties for each location and all statutes and regulations of the jurisdiction where solid waste is transported if outside of New Jersey.

II. PROJECT OVERVIEW

A. The University’s mission is a model for higher education stressing an inclusive, agile and responsive offering of courses and offering a diverse educational experience. The successful proposer(s) is expected to assist in efforts to increase recycling, reduce waste and minimize expenses for waste disposal and processing.

B. University Facilities provides the central repository for all non-hazardous recycling data and provides documentation to local and state agencies.

C. University Facilities shall be responsible for overseeing the administration of services as set forth in this RFP. Services shall be provided for University Facilities, University Housing, Dining Services, NJAES and University Athletics at all campus locations.

III. DEFINITIONS

A. *Addendum*: Written clarification or revision to this RFP issued by the Rowan University Procurement Services Department. Acknowledgment is required to be submitted with Proposal.

B. *Aluminum Cans*: All disposable cans made of aluminum used for food or beverages. Specifically excluded are aluminum foils, pie tins, trays, cookware and other such aluminum products.

C. *Bulk Waste*: Solid waste type 13 as defined by the New Jersey Department of Environmental Protection. Specifically excluded from this waste type is solid waste type 13C, construction and demolition waste, household appliances, brush and tree parts.

D. *University*: Rowan University.

E. *Carts*: All forms of wheeled recycling or solid waste containers designed to hold Recycling or Solid Waste in preparation for collection that do not exceed 96 gallons and that meet all Association of National Standards Institute (“ANSI”) Z245.30 – 2008 and Z245.60-200 Type Bar/Grabber specifications or their latest equivalent.

F. *Cartons*: Cartons mean aseptic (shelf stable) and gable – top (refrigerated) packing.
G. **Class A Recyclable Material**: A source separated non-putrescible recyclable material specifically excluded from Department approval prior to receipt, storage, processing or transfer at a recycling center in accordance with N.J.S.A. 13:1E-99.34b, which material currently includes source separated non-putrescible metal, glass, paper, plastic containers, and corrugated and other cardboard.

H. **Class B Recyclable Material**: A source separated recyclable material which is subject to Department approval prior to receipt, storage, processing or transfer at a recycling center in accordance with N.J.S.A. 13:1E-99.34b, and which includes, but is not limited to, the following:
   1. Source separated, non-putrescible, waste concrete, asphalt, brick, block, asphalt-based roofing scrap and wood waste;
   2. Source separated, non-putrescible, waste materials other than metal, glass, paper, plastic containers, corrugated and other cardboard resulting from construction, remodeling, repair and demolition operations on houses, commercial buildings, pavements and other structures;
   3. Source separated whole trees, tree trunks, tree parts, tree stumps, brush and leaves provided that they are not composted;
   4. Source separated scrap tires; and
   5. Source separated petroleum contaminated soil.

I. **Class C Recyclable Material**: A source separated compostable material which is subject to Department approval prior to the receipt, storage, processing or transfer at a recycling center in accordance with N.J.S.A. 13:1E-99.34b, and which includes, but is not limited to, organic materials such as:
   1. Source separated food waste;
   2. Source separated yard trimming.

J. **Class D Recyclable Material**: Materials including the following:
   Used oil, as defined in this section, which is subject to Department approval prior to the receipt, storage or processing at a Class D recycling center in accordance with N.J.S.A. 13:1E-99.34b, and which includes, but is not limited to, the following:
   1. Used lubricant oil;
   2. Used coolant oil (non-contact heat transfer fluids);
   3. Used emulsion oil; and
   4. Any other synthetic oil or oil refined from crude oil, which has been used, and as a result of such use is contaminated by physical or chemical impurities;
      a. Batteries
      b. Thermostats
      c. Latex paint
      d. Oil base paints
      e. Antifreeze

K. **Collection Site**: The location of solid waste containers or carts on collection day.

L. **Container**: A front load, open top roll off or closed top roll off container including compactors designed to hold recycling or solid waste in preparation for collection as described herein. Containers shall meet all Association of National Standards Institute (“ANSI”) Z245.30 – 2008 and where such equipment is of a compactor nature, the Z-245.1-2017 specifications or their latest equivalent. Specifically excluded from this definition are rear load containers.

M. **Contract**: The final terms and conditions awarded to one or more Proposers as a result of this RFP.
N. **Contractor**: Proposer(s) that are awarded a Contract as a result of this RFP.

O. **Clean Mixed Papers**: High-grade bond paper, mixed office and school papers, such as stationery, construction paper and writing tablets, including computer printouts, magazines, gift-wrapping paper, soft-cover books, junk mail and single-layer cardboard (chipboard). Specifically excluded are carbon papers, hardcover books (unless cover and binder are removed), paper cups and plates, food wrappers or any other paper contaminated by direct contact with food products, and paper products used for personal hygiene, such as tissue and toilet paper.

P. **Corrugated Cardboard**: Layered cardboard including a waffled section between the layers, of the type commonly used to make boxes and cartons. Specifically excluded are waxed cardboard and any cardboard contaminated by direct contact with food, such as pizza boxes.

Q. **Covered Electronic Device**: Equipment utilizing electricity including: televisions, facsimile machines, personal computer, computer monitor and printers as defined by N.J.S.A. 13:1E-99.94 et seq.

R. **Disposal Facility**: The solid waste disposal facility utilized by the Contractor or designated under the requirements of County Solid Waste Management Plans within New Jersey or licensed facilities within the jurisdiction where solid waste is ultimately disposed if outside of New Jersey.

S. **Evaluation Committee**: A committee established by the Rowan University Procurement Services Department to review and evaluate proposals submitted in response to this RFP and that recommends the award.

T. **Glass Bottles and Jars**: Transparent or translucent containers made from silica or sand, soda ash and limestone, used for the packaging or bottling of various products. Specifically excluded are dishware, light bulbs, window glass, ceramics and other such glass products.

U. **Hazardous Waste**: Any material or substance that, by reason of its composition or characteristics, is either (a)(i) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C.A. 6901 et seq. as replaced, amended, or supplemented, or any laws of similar purpose or effect, and such rules or regulations promulgated thereunder, or (ii) special nuclear or by-product materials within the Atomic Energy Act or effect, and such rules or regulations promulgated thereunder; or (b) other materials which the NJDEP or USEPA or any governmental body shall determine from time to time is harmful, toxic or dangerous or otherwise ineligible for disposal at the selected facility.

V. **Holiday**: A regularly scheduled collection day on which the Disposal Facility is closed:

W. **Lead Acid Batteries**: Storage batteries with lead electrodes and that contain dilute sulfuric acid as the electrolyte. These include starting batteries, such as vehicle batteries, marine batteries and deep cell batteries used to power vehicles or marine accessories such as trolling motors, winches or lights.

X. **Leaves**: Vegetative material, typically generated in the autumn, which fall from deciduous trees and are collected for removal from a property.

Y. **Liquidated Damages**: Those damages assessed by Rowan against the Contractor as specified in this RFP.

Z. **Newspaper**: Paper of the type commonly referred to as newsprint, and includes any inserts which are normally included in the newspaper. Specifically excluded are any pages of the newspaper used for household projects and crafts, such as painting or paper Mache projects, or used for cleanup of wet paste.
AA. **Onboard Vehicle Scales**: An on vehicle system comprised of a weighing sensor(s) (either load cells or transducer technology), Electronics and Firmware and all necessary software to allow for weight collections of both solid waste and recycling.

BB. **Plastic Containers**: Plastic bottles and food containers and is limited to plastic resin type #1 PET, and plastic resin type #2 HDPE and plastic resin type #5, PP. Specifically excluded are other resin types #3, #4, #6 and #7 and other consumer items and packages, such as film plastics, blister packaging, boxes, baskets, toys and other such products.

CC. **Proposal**: A Proposer’s response to this RFP.

DD. **Proposer**: An individual or business entity submitting a proposal in response to this RFP.

EE. **Purchase Order**: A Rowan purchase order is a legal document containing a description of the service requested, and terms and conditions of the transaction including, but not limited to, payment and delivery terms, for the purchase or lease of goods and services.

FF. **Recyclable Material**: Those materials designated within this RFP or by law that may either be Class A Single Stream, Class B, Class C or Class D; whether Commingled Source Separated or Source Separated and marketed for the ultimate return to the economic mainstream.

GG. **Request for Proposal (RFP)**: This document, which establishes the service, pricing and contract requirements and solicits proposals to meet the purchase needs as identified herein.

HH. **Rowan**: Rowan University

II. **Scrap Metal**: All ferrous and non-ferrous metals including appliances and appliances containing refrigerants

JJ. **Shall or Must**: Indicates a mandatory requirement.

KK. **Should or May**: Indicates a non-mandatory requirement.

LL. **Single Stream**: means a recycling system whereby designated source separated recyclable materials are commingled without regard to fiber or non-fiber materials, collected in one vehicle and sorted at a facility able to process such material.

MM. **Steel Cans**: All food and beverage cans made of tin, steel or a combination of metals including, but not limited to, containers commonly used for food products. Specifically excluded are cans which contain toxic products, such as paints and oils and all other items made from metal.

NN. **Tires**: Rubber wheels used on motorized transport or equipment whether bias-ply, cross ply or radial.

IV. **ROWAN FACILITIES SERVICES**

A. Facilities Operations provides the central repository for all non-hazardous recycling data and provides documentation annually to local, county, state and federal agencies.

B. Facilities Operation shall be responsible for overseeing the administration of services as set forth in this RFP.

C. The University owns compactors that may require periodic maintenance including painting, hydraulic repairs etc. and also may need to rent compactors from the successful bidder. The successful bidder must be able to provide these services promptly as requested. If the repair is extensive and will require time for completion, alternative container must be provided. Fees for these services should be considered and included in basic pricing. Charges for maintenance, etc. will not be paid as separate expenses under this contract.
V. **TRAINING**
   A. The University may request training of its personnel in proper use of supplied equipment and safety matters pertaining to same.
   B. The successful bidder agrees to actively assist with annual training and refresher instructions for Rowan’s custodians, grounds personnel and RAs (Residential Assistant – Residential Housing) and RDs (Graduate Resident Director-Residential Housing) with evaluation of recyclable material and processing.
   C. In addition, the University requires vendor to provide safety training on operation of compactors, roll offs, and side load dumpsters for all RU employees involved in operations annually, particularly but not limited to food service and grounds staff.

VI. **CUSTOMER REPRESENTATIVE**
   A. The successful Bidder shall assign a Customer Service Representative to act as the single point of contact for all issues pertaining to this contract. The Customer Service Representative shall assist with the initial startup of this program through total implementation. This representative shall visit the campus, at least, every two months to discuss operational effectiveness with designated Rowan staff.
   B. The Customer Service Representative shall be available between 7:30 a.m. and 5:30 p.m., Monday through Saturday to direct vendor's personnel, review operating activities, provide solutions to problems, and contribute any other support required for the University’s waste and recycling program. Additional availability may be required for specific events.
   C. The Customer Service Representative shall always seek ways to improve service to the University on operational and administrative levels.
   D. Successful Bidder shall furnish campus representatives with dispatch phone numbers for service calls and respond to urgent service calls within 4 hours or less.

VII. **PERFORMANCE STANDARDS**
   A. University solid waste and single stream recycling shall be disposed of in accordance with all Federal, State, County, City, EPA, NJDEP, laws, rules, and regulations as they may apply to this contract.
   B. Food Waste picked up from the Student Center shall be recycled as an agricultural commodity. Special containers are necessary to prevent cross contamination.
   C. Performance standards and tasks shall be monitored by the University representatives from all divisions served. The successful proposer shall be responsible for strict adherence to all standards and tasks within the contract. Continued violation of any required standards may result in termination of the contract.
   D. Upon written request from the University, Proposers shall supply quotes for installation of new equipment such as compactor units. These units may be rented, leased to buy or purchased outright by the University. The University shall pay for the installation of electrical service. The vendor is expected to provide appropriate warranties on purchases and absorb maintenance costs on rental or lease to buy units after initial installation.
   E. Prior to placement of additional containers, the awarded firm and Rowan Facilities personnel and or a Divisional Representative shall survey container sites to establish maximum accessibility and to minimize damage to University grounds.
F. The University requires that all vendor employees receive periodic safety training as it pertains to safe equipment operations, defensive driving and environmental compliance (i.e. spill procedures, hazardous material identification etc.)

G. All annual safety training must be documented and records shall be made available to the University upon request.

H. Vendor is responsible for observing University spill policy and procedure for containment and clean-up of (diesel fuel, hydraulic fluid, motor oil, etc.) from equipment such as compactors or fluids illegally discarded in dumpsters. In the event of such a spill the vendor must report all spills to campus police.

I. Spills resulting from vendor service will be promptly and properly contained and cleaned up by vendor and/or sub-contractors and disposed of in accordance with all governing agencies at vendor's expense.

J. The University shall give the vendor written notice of work deficiencies by copies of inspection reports prior to charging damages.
   1. These inspection reports shall be given to the successful Bidder on a timely basis.
   2. Copies of such notice shall be forwarded to University Procurement & Contracting for review and approval before withholding liquidated damages.

K. In the case of non-performance of work scheduled, the University shall allow the vendor an opportunity to correct the deficiency without penalty during the next scheduled work shift, or at a time mutually agreed upon between the University and the successful Bidder. Repeated instances of non-performance by vendor(s) shall be grounds for termination of the contract.

VIII. QUALITY OF WORK

A. All work shall be quality work performed according to the standards of the industry, and to the complete satisfaction of the University.

B. Vendor shall establish and follow a quality control program for the purpose of identifying and correcting deficiencies in the quality of services performed, before the level of service becomes unacceptable.

C. All documentation used for the quality control program shall be made available for review upon request by the University.

D. The vendor shall protect all adjacent University property and shall repair any damage done as a part of his/her work. The protection and repair shall be done at the vendor's expense.

IX. RECYCLING COMPLIANCE

A. The University must be in compliance with all applicable New Jersey Department of Environmental Protection rules and regulations as well as the solid waste plans of the counties in which are facilities are located and the ordinances of our host municipalities.

B. Awarded vendors will be required to submit a plan of action to assist in the education of the Rowan community with regard to proper recycling techniques, proper material preparation and means and methods to reduce cross contamination of solid waste and recyclable containers.

C. Rowan University is a single stream recycling facility.

D. The University’s Student Center recycles food waste for agricultural processing. See Performance Standards for further information.
E. The University must be in compliance with all applicable New Jersey Department of Environmental Protection rule and regulations.
F. Vendor shall remove all recyclables from the campus and assume all disposal costs.
G. All Bidders shall propose methods, techniques and a plan for collecting, and documenting with weight slips.
H. The successful Bidder shall be required to prepare and submit to the designated University representative a quarterly report identifying recycling markets, market pricing and amounts of University materials recycled in those markets.
I. Bidders shall be responsible for the delivery of weight tickets from the landfill to the University.
J. The successful bidder is expected to assist in efforts to increase recycling, reduce waste and minimize expenses for waste disposal and processing.
K. Rowan University requires single stream recycling for the entire campus. Bidders must provide a list of the types of recyclable material acceptable in a single stream manner.

X. **SCOPE OF WORK & REQUIREMENTS**
   A. The contractor(s) shall furnish all labor, tools, equipment, and incidentals required for the complete and satisfactory delivery of the specified Solid Waste/Recycling Services at the frequencies and within the timeframes specified within these specifications. The Solid Waste/Recycling collection locations are designated in Exhibit 1, Locations, Container Type, and Service Frequency.
   B. The scope of service also includes the contractor to furnish and service all collection containers for the period of this contract. “Service” includes emptying containers, repair, the collection and disposition of the contents.
   C. All University municipal solid waste and recycling material shall be disposed of in accordance with all federal, state, county, city, EPA, NJDEP, laws, rules, and regulations as they may apply to this contract.
   D. The University reserves the right, to add to or delete services, buildings, or locations during the contract period. Proposers are required to submit unit pricing for the service charges associated with additional containers as outlined herein.
   E. Prior to placement of additional containers, the contractor(s) and designated facilities representative shall survey container sites to establish maximum accessibility and minimize damage to the grounds.
   F. The University shall provide additional compactors and unit pricing shall be for service only.
   G. In addition, to allow the University to maximize cost efficiencies of its construction program, the successful contractor shall allow the University to utilize the cost per pull cost structure for all construction projects if requested. A monthly rental may be charged for construction projects for such containers.
   H. Proposers shall submit an “On Call” pricing structure for the provision of containers for solid waste and recycling as necessary to service special events. Said price shall include all charges for the servicing of the containers including delivery, pick up and transportation to the designated solid waste or recycling facility.
I. Charges associated with the disposal of solid waste shall be billed in accordance with the price submission pages outlined within this RFP. All solid waste disposal fees shall be billed at cost as required by New Jersey Department of Environmental Protection Rules and shall be broken down in accordance with N.J.D.E.P. rate page regulations which require in part that tipping fees be separated from host community fees and taxes.

J. All proposals shall have the marketing costs associated with recycling contained within the base proposal.

K. Proposers are encouraged to submit a Price Reduction Proposal that lowers the base service price for the collection of 1 - 8 cubic yard containers if the University achieves significant service reduction goals as the result of enhanced recycling and source reduction activities.

XI. CAMPUS SERVICE LOCATIONS
A. Rowan is seeking pricing and service structures for each of its campus locations. Rowan has a population of 18,500 students (15,401 undergraduate, 2,045 graduate and 1,038 professionals) representing 38 states and 34 countries and 3,258 full and part time faculty and support staff.

B. Rowan has a student housing population of 5,700 students in nine (9) resident halls and eight (8) apartment complexes. Additional service locations may be included, such as, the Whitney Center, 220 Rowan Boulevard, 230 Victoria and Holly Point Commons.

C. This RFP is for service at all Rowan Campus locations.

XII. RECYCLING SERVICES
A. Rowan has an aggressive and comprehensive recycling program at all of its locations. In addition to standard Class A recycling activities, a number of materials must be source separated and recycled. Accordingly, recycling is broken down into Single Stream and other recycling efforts.

B. Recycling – Single Steam: Recycling includes the collection of the following materials:
   1. Aluminum Cans
   2. Cartons
   3. Clean Mixed Papers
   4. Corrugated Cardboard
   5. Glass Bottles and Jars
   6. Newspaper
   7. Plastic Containers (resins 1, 2 & 5)
   8. Steel Cans

C. Other Recycling Efforts
   1. Rowan also has an aggressive recycling program for alternate recyclable materials. These materials assist Rowan in achieving its overall goals of source reduction and solid waste diversion.

   2. The successful proposer will also be responsible for the recycling of each of the following materials:
      a. Construction and Demolition Material including:
         i. Concrete and Block
         ii. Ferrous and Non-ferrous metals
         iii. And other materials as may be marketable
      b. Leaves
c. Food Waste

XIII. RECYCLING MARKETS
A. Proposers shall submit a cost of service proposal that includes the collection and marketing of all recyclable materials as outlined within this RFP. The contractor shall provide for Single Stream recycling collection of those Recyclable Materials as indicated herein.
B. Upon collection, the contractor assumes all responsibility for the proper marketing of designated collected recyclable materials.
C. The contractor shall provide recycling tonnage reports on a monthly basis to be included with its invoicing for recycling collection services that at a minimum set forth the total tonnage of collected recyclable materials delivered to the approved market.

XIV. SOLID WASTE & RECYCLING HISTORICAL DATA
A. The Campus has solid waste and recycling generation rates (tons) as follows (data based is 2016-2017):

![Tons YTD/Percentage Chart]

- **DEMO (C&D)**: 23.86 tons, 0.78%
- **MUNICIPAL SOLID WASTE**: 2470.61 tons, 80.43%
- **SINGLE STREAM RECYCLING**: 555.05 tons, 18.07%
- **ORGANIC/COMPOST/YARD WASTE**: 0.00 tons, 0.00%

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XV. **SOLID WASTE AND RECYCLING COLLECTION SCHEDULING**

A. A current schedule of dumpster locations, sizes, and frequency of service is provided below. Proposers are to review identified locations and pick up schedule for Solid Waste and Recycling collection for individual containers located at each service location. Proposers are reminded to verify all data before submitting a proposal.

B. The University utilizes multiple collection containers including:
   1. Front Load Containers
   2. Rear Load Containers
   3. Wheeled Carts
   4. Open Top Roll Offs
   5. Self-Contained Compactors
   6. Innovators

C. The contractor must be able to service each and every type of solid waste and recycling container currently in use at the University.

XVI. **RECYCLING AND SOLID WASTE REPORTING**

A. The contractor shall provide solid waste and recycling tonnage reports on a quarterly basis to be included with its invoicing for solid waste collection and disposal and recycling collection and marketing services that at a minimum set forth the total tonnage of collected solid waste disposed and recyclable materials delivered to an approved market.

B. In addition, for large special events that may arise, the University may request individual event reports. These events will typically include on-call containers that allow for data isolation.

C. The contractor shall submit an annual recycling tonnage report to the University no later than February 1\textsuperscript{st} of each year so that the University may submit reports to its host municipality for submission of New Jersey Tonnage Grant Applications. Said report shall conform to the format required by the New Jersey Department of Environmental Protection.

D. Municipal Solid Waste & Recycling Reports - Proposers shall provide quarterly reports to detail all solid waste disposed and recyclable materials delivered to recycling markets.

E. All reports shall be submitted to the Contract Administrator by the 15\textsuperscript{th} of the month for the previous month.

XVII. **HAZARDOUS WASTE REMOVAL & DISPOSAL**

*Rowan University is seeking total "turnkey" disposal services for hazardous materials for the University.*

A. **General Services for Hazardous Waste Removal/Disposal**
   1. Inventorying with a University representative, and/or working from an inventory prepared by the University, those materials needing disposal.
   2. Identifying and/or classifying unknown materials for ultimate disposal.
   3. Identifying and recommending appropriate disposal options.
   4. Obtaining the necessary waste stream permits.
   5. The contractor will be required to initiate, complete packing/inventory services, and move the inventory off Rowan University property within 14 calendar days after notification from Rowan University.
6. Contractor shall provide U.S. Department of Transportation (US DOT) approved drums, packing materials, labels, preparing manifests or bills of lading, and motor vehicles as required by law and shall enter such data on Labels and manifests as required by law.

7. Contractor shall remove materials the same day they are packaged unless prior permission is given by Rowan University Safety Office to delay removal; or, prohibited by law.

8. Transporting or arranging for transportation to a permitted Treatment-Storage-Disposal-Facility (TSDF).


10. Preparation of all necessary forms, labels, placards, reports, manifests, or other documents in accordance with regulatory requirements.

11. Providing other related assistance as required, including being the University’s spill control and emergency response contractor for the life of the contract.

B. Firm Qualifications

1. The successful contractor must warrant that it and the TSDF have obtained and shall keep in effect, all appropriate regulatory licenses, certificates and/or permits required now or hereafter; and that along with their bid and annually thereafter without charge to the University shall furnish copies thereof, together with evidence of sufficient insurance liability coverage and any certificates or other instruments related to the performance of obligations under this contract.

2. Prior to award, contractor shall provide evidence of certification, as a New Jersey hazardous waste transporter, as well as U.S. Environmental Protection Agency (US EPA) number.

3. The successful bidder and TSDF must have all appropriate regulatory required licenses, certificates and/or permits; and must furnish the University with a copy of all licenses; or a letter of compliance from the State(s) in which the TSDF(s) are located.

4. Bidders and TSDF, as corporations, must have been engaged in the business of providing hazardous waste handling, and disposal for the immediate past five years.

5. Responding bidders will provide a supplemental Contractor’s Data Sheet, which must include:
   a. A listing of all current contracts in force.
   b. All terminated contracts for the past three years and reason for contract termination. A contact person’s name and telephone number must also be provided for each terminated contract.

C. Hold Harmless

1. The University cannot and will not sign any hold-harmless agreement related to: Packaging, handling, transportation, and interim storage or disposal activities.

2. The University provides the hazardous waste material to the contractor on an "as is" basis, "with all faults" and without any warranty of any kind, including merchantability and fitness for any purpose. Once the contractor arrives on campus and begins the duties covered in this RFP and resultant contract, the contractor relieves the University of and accepts all further obligations with regard to its packaging, treatment, storage or disposal. The contractor hereby agrees to defend, indemnify and hold the University and its officers, trustees, affiliated organizations, employees and agents harmless from and against any and all losses, claims, damages, penalties, forfeitures, suits, liabilities and expenses (including, but not limited to, costs of defense, settlement, reasonable investigation and legal expenses):
a. Which may reasonably be incurred by or imposed upon the University as a result of contractor's packaging, treatment, storage, disposal or transfer to any third party or subcontractor.

b. Arising out of any claim for loss of, or damage to, property, including the University's property.

c. Contamination of or adverse effects to the environment, including but not limited to that resulting from non-sudden, chronic or long-term pollution.

d. Any violations of current laws, ordinances, rules, regulations or governmental actions, orders or permits

e. Injuries to or death of any and all persons, including contractor's or University's employees or any other person.

D. Protection of Work & Property

1. The contractor shall maintain adequate protection of all materials, equipment, supplies, tools and work from damage and shall protect the University's property and adjacent property from injury or loss arising in connection with any contract that may result from this proposal. Shall make good any such damage; injury or loss at his expense except such as was caused by the University or its employees.

2. The contractor shall take all necessary precautions for the safety of employees, campus work sites and shall comply with all applicable provisions of federal, state, county and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards. He shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents. The contractor shall also comply with all security, safety and fire rules, orders or instructions of the University at the site of the project.

3. In an emergency affecting the safety of life or of the work or of adjoining property, the contractor, without special instruction or authorization, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall do act, without appeal, if so authorized or instructed. Any compensation claimed by the contractor on account of emergency work shall be determined by agreement. Said Hazardous Material Response capabilities shall be provided by the contractor, not subcontracted.

E. Safety Requirements & Regulations

1. The contractor shall comply with, at a minimum, the following hazardous regulations as applicable:

   a. Current New Jersey Department of Environmental Protection Hazardous Waste Regulations;

   b. United States Environmental Protection Agency, 40 CFR 260-279, the Federal Universal Waste rule, as amended;

   c. United States Department of Transportation, 49 CFR 106-177, for Hazardous Materials Transportation and Regulations, as amended.
2. The attention of the contractor is especially directed to the provisions of all Federal, State, County, and/or Municipal laws, statutes and regulations that may apply to the work, including all safety regulations. Such provisions refer to, but not only, obstruction of streets, open burning, maintaining of signals, storing and handling of explosives, etc. Particular note is to be taken of those provisions affecting the contractor or his employees in the execution of the work or his relation to any political subdivision or person. All pertinent laws, statutes, ordinances and regulations shall be obeyed and complied with by the contractor, and his sub-contractors.

3. In the completion of the work under this contract, the contractor shall comply with all provisions of Federal and New Jersey Labor Laws.

4. The contractor shall comply with all current requirements of the Federal Department of Labor Safety and Health Regulations for construction promulgated under the Occupational; Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

5. In accordance with generally accepted practices, the contractor shall be solely and completely responsible for conditions in, on, or near the job site, including safety of all persons and property affected directly or indirectly by his operations during performance of the work. This requirement will apply continuously 24 hours a day until acceptance of the work by the Owner and shall not be limited to normal working hours.

6. The contractor shall be required to comply with Federal, State and local fire and safety requirements and the rules and/or requirements of the Rowan University.

7. The contractor must submit Material Safety Data Sheets (MSDS) on all products and materials utilized by the contractor on the project.

8. In the event of an urgent or emergent situation the contractor is to call Rowan’s Public Safety Communications dialing 4911 from a campus phone; or (856) 256-4911. For Police, Fire or Medical Emergencies dial 9-1-1.

9. In the event of adverse weather, or situations that may require postponement of work, the contractor is to contact Rowan’s Public Safety Communications at the above number to make alternate arrangements.

F. Special Requirements

1. The contractor may not subcontract any part of the work outlined below except for that of ultimate disposal of specialized materials. For example, the University's preferred method for mercury disposal is recycling. Therefore, the University will allow the contractor to subcontract the recycling method disposal for this compound. The University will also allow subcontracting of the disposal of compressed gas cylinders. The University reserves the right to award any or all items on the inventory listing.

2. The contractor must own the transportation vehicles. The contractor must have the appropriate transporters' licenses for all states through which the waste will be transported.

3. Trans-shipping or the transfer of drums from a smaller truck to a larger truck for transport purposes is permitted. However, trans loading or the opening of drums and transferring waste from other generator(s) to commingle with waste from the University other than at the TSDF is prohibited.
4. The work and labor herein provided for shall be performed and furnished by contractor as an independent contractor and under the sole supervision, management, direction and control of contractor in accordance with the terms and conditions of this agreement. It is expressly acknowledged by the parties hereto that nothing in the contract is intended nor shall be construed to create an employer/employee relationship, a partnership or joint venture relationship. All work will be completed in a good workmanship manner and in compliance with the statutes governing, and rules and regulations of, the U.S. Environmental Protection Agency, New Jersey Department of Environmental Protection, the U.S. Department of Labor Occupational Safety and Health Administration (OSHA), and any similar state or local law, ordinance, rule, regulation, action, order or permit applicable to contractor.

5. The University or its duly authorized representative(s), shall have access, at all reasonable times, to all permits and permit applications required by all applicable federal, state and local authorities for the work to be performed herein. Contractor shall provide to the University, upon request, such additional information as shall reasonably be necessary to verify contractor’s ability to perform the services required under this agreement and with evidence of adequate insurance liability coverage. If any permit or approval held by contractor and necessary for its performance of services herein is cancelled, modified in any manner which would affect contractor's ability to perform services herein, or the amount of insurance liability coverage is changed, contractor shall promptly notify the University. Contractor agrees to write the necessary provisions in its contracts with all approved subcontractors that will assure access by the University's employees or representatives to all such similar records of said subcontractors. Contractor shall preserve and shall cause its subcontractors to preserve for a period of three years after the performance of the work contracted for herein, all of the above-mentioned documents.

6. On behalf of the University, the contractor shall prepare and execute all manifests, permits, permit applications, documents, and/or forms required by governmental agencies. Accompanying all invoices for services rendered pursuant to this agreement, contractor shall provide the Office of Environmental Health and Safety with copies of all completed and executed documents related to all hazardous waste material packaged, generated, received, transported, disposed of or treated by contractor for the period covered by the invoice. These documents shall include, but not be limited to, all manifests, waste disposal certificates, trip tickets and shipping papers, required by all applicable federal, state and local laws, ordinances, rules, regulations, actions, orders and permits.

7. The contractor shall report the methods of treatment and disposal of all hazardous material and locations of treatment and disposal, including coordinates of waste containers in land burial sites, or method and location of incineration, burning or fuel blending.

8. Contractor shall be responsible for providing properly trained personnel and equipment to handle an on-site or transportation accident or incident related to services performed in connection with the disposal of these materials, in accordance with US DOL (OSHA), US EPA, US DOT, NJ DEP and/or other governmental requirements. All personnel shall be employees of the contractor. Employee training certificates must be filed with the University’s project officer prior to any work commencing.
9. All personnel shall have at a minimum 40 hours of OSHA 29 CFR 1910.120 "HAZWOPER" training and required refresher courses. All supervisory personnel shall also have a two-year University degree in a science related field. At least one of the successful bidder's employees performing work at the University shall have a minimum of three years of verifiable experience in hazardous waste/material management.

10. The contractor shall assume full and complete responsibility for the competency, judgment, and actions of its employees, and Rowan University shall not assume any obligations whatsoever for the same.

11. After consultation with, and approval by the University, the contractor may pass on all analytical charges related to the identification of unknown materials. Such charges are to be considered a reimbursable expense.

12. Certificates of destruction or disposition must be furnished the University within fourteen (14) days of destruction and must contain, at a minimum, the following information:
   
a. Drum or container identification number,
b. Manifest Number,
c. Name and location of disposal site,
d. Method of disposal,
e. Date of disposal.

G. Contract Default

1. Should the University find the Proposer in default, it may proceed to procure removal, transportation and disposal service from other sources and hold the successful proposer responsible and liable, for all subsequent expenses incurred by the University.

2. If the University finds the awarded vendor in default, no payment for materials or labor involved with the packaging or classification of material will be considered due the awarded vendor.

H. Technical Specifications

1. The awarded vendor shall assume responsibility and liability for the proper, lawful and safe: Packaging, labeling, manifesting, transportation and disposal of all materials accepted under this proposal. The awarded vendor shall use only sites having EPA permits for treatment, storage and disposal. Deep well injection shall not be used for the disposal of any waste covered in this proposal. The University must approve all final disposal sites or providers.

2. Since an inventory of materials requiring disposal is not available, the awarded vendor must prepare an inventory, and obtain any necessary waste stream approvals prior to commencing on-site packing.

3. After consultation with, and approval by the University, the awarded vendor may pass on analytical charges or other expenses related to the identification of unknown materials.

4. Chemical wastes will include but not be limited to: Oxidizer wastes, poisons wastes, halogenated and non-halogenated solvent waste, flammable wastes, corrosive wastes, all type of batteries, pesticide wastes, preserved laboratory specimens, motor fuels. Used/waste oil and filters from plant or vehicle fleet operations.

5. Excluded items will be accepted as a “fee scheduled item.” Awarded vendor must have the capability of handling these materials.

6. Unknowns, which cannot be identified in accordance with the base proposal, will be mutually negotiated on a case-by-case basis.
7. Chemical Waste Group Disposal Criteria:
   a. Non-halogenated solvent: Shall be disposed of by incineration. Other process may be used only after receipt of written approval from the University.
   b. Halogenated solvent: Shall be disposed of by incineration.
   c. Corrosive liquids: Consist primarily of inorganic acids such as hydrochloric, sulfuric, nitric, and phosphoric acid, and heavy metals such as mercury, cadmium, lead, and/or others. Dispose of by best available technology.
   d. Lab Pack (miscellaneous chemicals): includes typical laboratory, academic or physical plant wastes such as: flammable liquids and solids, corrosive liquids and solids, organic poisons, inorganic poisons, oxidizers, and pesticides. Some sludge, solids or semi-solids may also be included, or require disposal, e.g. paints, art supplies, process residue, maintenance or housekeeping products. Dispose of by best available technology.
   e. Plant clean up debris or waste from physical plant operations may include boiler house, paint, motor and repair shop operations or spill control operations.

I. General Conditions of Submission
   1. The contractor must specify as part of his proposal the specific treatment method applied to the waste and the TSDF facility(s) for each drum/container removed, which will perform said treatment.
   2. Rowan University prefers that the hazardous waste be disposed of in this order: recycling, fuels blended, incinerated and lastly, secure land burial.
   3. By bidding on this contract, the bidder agrees to be the University’s hazardous waste and spill control contractor for the period of the contract. A separate fee schedule for this type of work must be submitted and will become a part of any contract; however, it will not be considered in the award.

XVIII. MEDICAL/ BIOLOGICAL WASTE REMOVAL & DISPOSAL
   Rowan University is seeking total "turnkey" services on a unit cost basis, all containers, transportation
   A. The contractor shall provide all necessary labor, supervision, supplies, packing, safety equipment and services including waste hauling and disposal, as required to accomplish the disposal of all regulated medical waste in accordance with all regulations of the State of New Jersey and/or appropriate US Government Agencies.
   B. Special Requirements
      1. Whenever possible all wastes are to be disposed of by incineration. Where that is not possible, best available technology must be used.
      2. The successful bidder must furnish proof of their registration, license and permit to transport number from the NJ Department of Environmental protection.
      3. The bidder must identify the final disposal site(s) and method(s) to be used, along with the NJ registration, Licenses or permit number of the facility from the NJ Department of Environmental protection.
XIX. **UNIVERSAL WASTE REMOVAL & DISPOSAL**

*Rowan University is seeking total "turnkey" services on a unit cost basis, all containers, transportation*

A. The contractor shall provide all necessary labor, supervision, supplies, packing, safety equipment and services including waste hauling and disposal, as required to accomplish the disposal of all universal waste in accordance with all regulations of the State of New Jersey and/or appropriate US Government Agencies.

B. Special Requirements
   1. The successful bidder must furnish proof of their registration, license and permit to transport number from the NJ Department of Environmental protection
   2. The bidder must identify the final disposal site(s) and method(s) to be used, along with the NJ registration, Licenses or permit number of the facility from the NJ Department of Environmental protection.

XX. **CONTAINERS: CONDITIONS OF COLLECTION, AESTHETICS AND THE CAMPUS ENVIRONMENT**

A. All carts and containers provided by the contractor shall conform to New Jersey Department of Environmental Protection and ANSI (American National Standards Institute) Z245.30 Safety Standards and the ANSI Z245.60 Waste Container Compatibility Dimension Standards and ANSI Z245.2-2008 Stationary Compactors or their latest equivalent as appropriate and shall be maintained as required under N.J.A.C. 7:26 et seq.

B. All solid waste and recycling front load containers with a capacity 6 cubic yards or greater shall be designed as flat top containers with sliding side door on both right and left sides.

C. The contractor shall provide carts and containers that are a uniform color as directed by the University.

D. Containers shall be properly labeled as to their contents. Solid waste containers shall be appropriately labeled so as to limit cross contamination of recyclables and solid waste.

E. All solid waste and recycling containers provided by the contractor shall be freshly painted and cleaned prior to being placed into service.
   1. Recycling containers shall be painted a uniform Blue Color
   2. Solid waste containers shall be painted a uniform Green Color

F. When determined necessary by the University, the contractor shall be required to repair or replace containers within seven (7) days of receiving such notice. Maintenance is considered a standard service function and there shall be no additional charges allowed if such an order is made.

G. Conditions upon which such repairs/replacement may be ordered include:
   1. Paint failure or damage such that the color of the container is no longer recognizable.
   2. Rust through or container perforation.
   3. Leaking containers.
   4. Incorrect color matching per the requirements of this RFP with regard to recycling and solid waste containers.
   5. Damaged or non-functional lids.
   6. Damaged or non-functional doors on roll off containers.
   7. Damaged or non-functional compactors, or any part related to the compactor.

H. The contractor shall place all containers within designated areas where required.
I. The contractor shall clean up any spillage or overflow which occurs from any container or cart serviced by the contractor.

J. The contractor is not required to render service if the presence of any interference prevents access to any container(s) and/or poses a threat to the contractor or the contractor's employees or agents.
   1. If the contractor is unable to pick up designated collected solid waste or designated recyclable materials in accordance with the collection schedule due to a violation of the above conditions, the University shall not hold the contractor responsible.
   2. The contractor shall contact the University prior to making such a determination for consultation on said matter.
   3. The contractor shall make the pick up as soon as possible, but no later than twenty-four (24) hours after the problem that prevented pick-up is rectified.

K. Collection sites shall be kept clean of loose solid waste. The contractor's employees are expected to pick up loose debris left behind and close container lids as needed to comply with storm water management and local health and safety laws. The contractor(s) shall report site damage requiring repair to the designated campus facilities manager as soon as such damage is observed.

L. Containers must be clearly labeled and maintained in good working order, appearance, and sanitary condition. The design of the collection container label shall be submitted for approval to the University prior to installation. When requested by the University or when periodic cleaning is necessary to preserve sanitary conditions, containers shall be thoroughly cleaned off site or removed and replaced with a new or refurbished container.

M. It will be the responsibility of the contractor(s) to protect all adjacent University property and repair at their expense any damage done as a part of the work.

XXI. COMPACTORS
   A. Proposers must submit a price structure for the provision of solid waste/recycling compactors on either a purchase or lease basis.
   B. Pricing shall be submitted for both self-contained and stationary compactors. The following specifications shall be used as a basis for each compactor. All specifications may be or equivalent.
   C. Pricing shall be provided for thirty - (30) and forty - (40) cubic yard compactor boxes. Standard Features shall include:
      1. Self-Contained Compactors: Shall at a minimum contain the following standard features:
         a. Guardian Control System
         b. 3 Phase
         c. Precision Guided Ram
         d. Full Gasketed Door
         e. (AMS) Automatic Maintenance Scheduler
         f. TEFC Tri-Volt Motor
         g. Multicycle Timer
         h. Low Temperature Oil, Pour Point 20 F
         i. NEMA 4 Rated Control Panel
         j. 100% Full Light
         k. Controls in Face of Panel
         l. UL/CUL Listed, WASTEC Rated
         m. ANSI Z.245.2 Compliant
n. 6' Remote Power Unit with Weather Cover
o. Warranty - 5 Yr. Structural, 2 Yr. Parts, 1 Yr. Labor
p. Doghouse-fully enclosed, single door, frame & locking hasp
q. Magnetic door interlock switch - mounted
r. Oil Heater thermostatically controlled, 10-60 gallon reservoir
s. 3/4 Full - Advance warning light
t. Guide rails - 10' with stops
u. Run steel hydraulic pipes / electric with QD's to door end
v. Controls on rear deck with weather cover

2. **Stationary Compactors**: Shall at a minimum contain the following standard features:
   a. 1/2" thick ram floor
   b. 57 second cycle time
c. Heavy duty breaker bar is 8" x 8" x 1" angled steel
d. 1 3/8" ratchet binders have 1" thick hooks to connect up to receiver containers rated at 70,000 lbs.
e. Warranty is a 3 year structural, 1 year parts and 1-year labor warranty
f. 1/2" thick ram floor extends life of compactor and reduces maintenance costs
g. Full container light
h. Low temperature oil
i. Multi-cycle timer
j. NEMA 4 control panel protects against windblown dust, splashing water and hose directed water
k. Advance warning light
l. Pressure gauge - color coded
m. Guide rails with stops
n. Oil heater
o. Photo electric eye
p. Biodegradable oil

3. The University shall be responsible for the installation of concrete pads, and all required electrical connections. If leased, all leases shall include maintenance and repair for the entire term of the lease.

**XXII. CONTAINER TRACKING SYSTEM**

A. Proposers must submit a solid waste and recycling container tracking system utilizing RFID technology or its equivalent, whereby the contractor can provide the University with information in an electronic format that:
   1. Establishes a list of all roll off, front and rear load containers being utilized and identify all locations and routes where said containers are in use.
   2. Provides data to the University with regard to dates and times of collection for each and every container location.
XXIII. **CONTRACTOR’S PERSONNEL**

A. **Customer Service Representative**

1. A customer service representative will be assigned to act as the single point of contact for all issues pertaining to this service contract including assisting with the initial program start up. This representative shall visit the designated campus representatives each month to discuss operational effectiveness. In addition, a complete list of names (including the customer service representative) of the individuals that may be working on campus is to be provided to the designated University representative.

2. The customer service representative must be available at all times to direct the contractor’s personnel, review operational activities, to address problems as they arise, and provide any other support required by the University. It is the responsibility of the customer service representative to identify ways to improve service to the University on operational and administrative levels. University representatives will be furnished dispatch phone number for service calls and respond to emergency service calls with 4 hours or less.

B. **Direct Management of Personnel**

1. The contractor will be solely responsible for all direct management, supervision, and control of the work performed by the contractor’s personnel. The contractor shall be responsible for determining the proper work methods and procedures to be used and for ensuring that the work is properly and safely undertaken and completed in a satisfactory manner.

C. **Employees of the Contractor**

1. The contractor agrees that no portion of any agreement resulting the award of this RFP will be subcontracted without the prior written consent of the University. In the event that the contractor requires subcontractors to service any portion these services, the contractor will provide the University the names, qualifications and experience of the proposed subcontractor(s). It is understood that the contractor will remain fully liable for any work performed by the subcontractor(s) and must assure compliance with all terms and conditions of this agreement.

2. All parties must clearly understand that all contractor personnel provided by the contractor or any subcontractors shall be considered employees of the contractor or subcontractor. Under no circumstances shall these people be considered employees of the University or as independent contractors. Therefore, the contractor and any subcontractors must provide all functions related to these personnel with respect to their classification as employees. These functions will include such services as salary, benefits and proper payroll deductions such as federal and state income taxes, disability and unemployment insurance, etc.

3. Contractor’s personnel will be in uniform, clearly indicating name of firm and identifying their affiliation with the firm. In addition, personnel shall bear identification cards at all times with their name as well as the firm name listed on the card.

D. **Employee Conduct**

1. All contractor personnel must observe all University regulations in effect at the location where the work is being performed. While on University property, the contractor’s personnel shall be subject to oversight by the University’s designated representative.

2. Contractor’s personnel will at all times make their best efforts to be responsive, polite, and cooperative when interacting with representatives of the University or any other University employees.
3. The contractor agrees that, upon request by the University, the contractor shall remove from the work crew any of its personnel who are, in the opinion of the University, guilty of improper conduct or who are not qualified or needed to perform the work assigned to them. Examples of improper conduct include, but are not limited to, insobriety, sleeping on the job, insubordination, tardiness, or substandard performance. The University's designated representative is empowered to request that the contractor replace offending personnel immediately.

E. Employee Training & Competence

1. The University requires that all contractor’s employees receive periodic safety training as it pertains to safe equipment operations, defensive driving and environmental compliance (i.e. spill procedures, hazardous material identification etc.). Such training shall include, but not be limited to and understanding of the ANSI – Z-245.1-2017, Mobile Wastes and Recyclable Materials Collection, Transportation, and Compaction Equipment Safety Requirements, the ANSI Z245.30-2008 Waste Containers – Safety Requirements, or their latest equivalent.

2. All safety training must be documented and records be made available to the University upon request.

3. The contractor is to provide safety training on operation of compactors, roll offs, and side load dumpsters for all Rowan employees involved in operations on an annual basis.

4. The contractor is responsible for observing the University’s policy and procedure for containment and clean-up of diesel fuel, hydraulic fluid, motor oil, etc. from equipment such as trucks, compactors, or fluids illegally discarded in dumpsters. In the event of such a spill, the contractor must report the incident to the Rowan Public Safety/EH&S at the following telephone numbers:

5. Spills resulting from the contractor’s service will be promptly and properly contained and cleaned up by the contractor and/or subcontractor and disposed of in accordance with all governing agencies at the contractor’s expense.

6. The contractor’s employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the University shall notify the contractor and specify how the employee is incompetent or disorderly and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee’s employment pursuant to the contract must possess a valid New Jersey driver’s license for the type of vehicle operated.

XXIV. VEHICLES

A. Vehicles shall be clearly identified as company vehicles.

B. At least one person in each vehicle, preferably the driver, must be able to speak, read and write the English language.

C. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq. and N.J.A.C. 7:27.32 et seq. All vehicles shall comply with the regulations of the New Jersey Department of Transportation and the United States Department of Transportation. In addition, all vehicles shall be designed to meet the ANSI Z245.1 safety standards or the latest version thereof.

D. All solid waste and recycling collection vehicles shall be capable of performing collection from two wheeled carts where such carts are in operation and, which conform to the ANSI Z245.30 Safety
Standards and the ANSI Z245.60 Waste Container Compatibility Dimension Standards or their latest equivalent.

E. All recycling collection vehicles shall be designed so as to protect the value of the recyclable materials collected by those vehicles.

F. All designated solid waste and all designated recycling collection vehicles shall be equipped with technology that can collect data related to:
   1. Location of the vehicle during the work day; and
   2. Date and time of solid waste or recyclable materials collection from each and every location serviced under the terms of this contract.

G. Scale technology must coordinate with RFID technology.

H. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. In addition, all vehicles shall be of a uniform color and shall be in good repair. The University or designee shall have the right to inspect all vehicles at any time during the term of this contract. The contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of this contract. All vehicles shall be equipped with a broom and shovel.

I. The University or designee may order any of the contractor’s vehicles used in the performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these work specifications. In such event, the contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the University.

J. The University or his designee may, upon providing advance notice to the contractor of no less than one (1) hour, and with the consent of the disposal facility, inspect the unloading of any solid waste vehicle at the disposal facility. This condition may apply to solid waste and recycling vehicles.

K. Proposers for the collection of solid waste and recycling are encouraged and invited to submit documentation if they are utilizing clean fuel technology including but not limited to compressed natural gas collection vehicles (refer to Exhibit 2, section 3, reference #9). Such description shall include emission specifications for the proposed vehicles.

L. Proposers are required to submit a narrative description, with detailed equipment specifications wherein all vehicles used for the collection of front or rear load containers will be equipped with scales that can weigh all solid waste and recycling containers and report the weights of the contents of said containers based on the following criteria (refer to Exhibit 2, section 3, reference #11):
   1. The location of the container based on the service list provided within this RFP.
   2. The type and size of container being measured.
   3. The gross and tare weight of each container.
XXV. **SAFETY**
A. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
B. The contractor must take all reasonable precautions for safety and must provide reasonable protection to prevent damage, injury or loss to all employees assigned to work on University premises and all other persons who may be affected.
C. The contractor must provide a safe and secure environment for pedestrians as well as the employees of the University and the contractor.
D. The contractor must give immediate notice to the University’s representative of any condition, which the contractor discovers that may present a hazard to University visitors or employees.
E. The contractor must not block building entrances, roadway entrances, curb cuts, bus stops, patient parking spaces or adjacent properties with their equipment.
F. The contractor must close all lids on the solid waste receptacles after the removal of solid waste.
G. The contractor must pick up all solid waste spilled during the collection or removal process.
H. The contractor must pay special attention to low overhangs or height limits at certain areas of the University.

XXVI. **SCHEDULE OF COLLECTIONS**
A. Classroom, auxiliary and office buildings: To Be Determined by Rowan and Awarded Vendor.
B. Residential buildings: To Be Determined by Rowan and Awarded Vendor.

XXVII. **QUALITY OF WORKMANSHIP**
A. All work must be performed in accordance with the standards of the industry and to the complete satisfaction of the University. The contractor will establish and follow a quality control program for the purpose of identifying and correcting deficiencies in the quality of services performed, before the level of service becomes unacceptable. All documentation used for the quality control program shall be made available for review upon request by the University.

XXVIII. **PERFORMANCE STANDARDS**
A. The University will monitor performance standards and tasks. The contractor shall be responsible for strict adherence to all standards and tasks within the contract.
B. The University will give the contractor written notice of work deficiencies by copies of inspection reports prior to charging liquidated damages. These inspection reports will be given to the contractor in a timely manner and the Contractor will have a reasonable time period, as established by the University, to correct any such deficiency. Copies of such notice will be forwarded to the Vice President of Facilities or his designee for review and approval before withholding liquidated damages.
LIQUIDATED DAMAGES

A. The parties acknowledge that in the event of a default in performance by the contractor, it is foreseeable that the University will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others may consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event the contractor fails to satisfactorily comply with all of the terms and conditions of these proposal specifications, the contractor shall be liable for, and the University may deduct from any amount then due to the contractor, the below listed sums as liquidated damages.

B. The provisions herein contained for liquidated and agreed upon damages, or agreed upon minimum damages, as the case may be, are a bona fide provision for such and are not a penalty. These provisions have been incorporated as a provision beneficial to both parties, as a valid estimate of the damages, or minimum damages, as the case may be, which will otherwise flow on account of any such default by the contractor. The contractor agrees that, if awarded this contract, it will not file any action against the University seeking the return of any portion of the liquidated damages amount pursuant to the contract or seeking any reduction in the amount of liquidated and agreed upon damages.

C. Liquidated damages of one hundred dollars ($100) for each verified failure on the part of the contractor to collect solid waste or recyclable materials in accordance with the terms of these specifications. Each container shall be considered a separate instance for the purposes of this provision.

D. If the contractor does not clean up spillage as required in these specifications, the work may be performed by University employees, or a designated contractor. In the event that University employees are utilized for such clean up, liquidated damages will be assessed against the contractor equal to the amount of the actual cost of labor and equipment, but in no event shall such charges be less than one hundred dollars ($100) per occurrence.

E. In the event that the contractor should fail to make any collections after twenty-four (24) hours’ notice of each complaint by telephone, by fax, by letter or in person, the contractor shall pay an additional one hundred dollars ($100) in liquidated damages for each twenty-four (24) hours during which the said failure shall occur. Each unit shall be considered a separate instance for the purposes of this provision.

F. For failure to maintain containers, fifty ($50) dollars shall be assessed per day for each such failure until that time the container is properly maintained.

G. For using vehicles and equipment which are not in conformance with these specifications or with appropriate safety regulations, and which the contractor has failed to repair or properly maintain for a period of forty-eight (48) hours after receipt of written notice from the University of a directive to repair or replace, the sum of two-hundred dollars ($200) per day for each vehicle or piece of equipment shall be assessed.

H. For the disposal of solid waste or recyclable materials collected from generators or by parties other than the University, and billed to the University, or beyond the scope of these specifications, or for a failure to report as required within these specifications, the following liquidated damages shall be assessed:

1. Five thousand dollars ($5,000) for each incident or event. Each truckload shall be considered a separate damage.
I. In the case of non-performance of work scheduled, the University will allow the contractor an opportunity to correct the deficiency without penalty during the next scheduled work shift, or at a time mutually agreed upon. Repeated reports of non-performance by the contractor may be grounds for termination of the contract.

J. In the event the Contractor/Vendor proceeds with additional services without the written approval of the University, it shall be at the Contractor’s sole risk. Rowan shall be under no obligation to pay for work done without the University’s written approval.

XXX. PRICING

A. Cost proposal for the services described herein shall be based on service charges and fees. Please utilize the Proposal Page of this RFP **(DO NOT MODIFY THE PROPOSAL PAGE. Complete as written)**.

B. Prices shall be "all inclusive." Pricing must include, but not be limited to, all labor, equipment, insurance, equipment maintenance, and services requested in this RFP.

C. 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 duration as required by this RFP.

D. Pursuant to award of this RFP, proposals shall include all labor, materials, equipment, supervision, coordination efforts, services, filing fees, security, insurance and all other associated or related items specified herein that are necessary to complete the work.

E. Prices provided must remain in effect for the duration of this RFP.

F. Use the format provided on the Proposal Page of this RFP *(Do not modify the Proposal Page)*.

XXXI. TERM OF CONTRACT

A. The anticipated contractual period will be from July 1, 2019 to June 30, 2024 (Year One) with four (4) potential renewals of one-year each, subject to budgetary approval on a yearly basis. Rowan reserves the right to alter this time period upon review of all proposals.

2. Year Two (Fiscal Year 2021): July 1, 2020 – June 30, 2021
3. Year Three (Fiscal Year 2022): July 1, 2021 – June 30, 2022
4. Year Four (Fiscal Year 2023): July 1, 2022 – June 30, 2023
5. Year Five (Fiscal Year 2024): July 1, 2023 – June 30, 2024

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.

XXXII. 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.

XXXIII. 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.
XXXIV. **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.

XXXV. **PROPOSAL CONTENT & EVALUATION CRITERIA FORMAT**

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. 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.
   4. Each firm’s RFP should be organized by distinct sections corresponding to the ‘Scoring Criteria’ and ‘Required Procurement Documents’ and in the same order as listed below.

B. **Submission Format**

   **Table of Contents**

   1. **Organizational Information / Personnel & Staffing**
      - Describe the magnitude and scope of your organization.
      - In no more than 200 words, explain why your organization is uniquely qualified to provide services for Rowan University. Include any other information, which you feel would be helpful in the selection of your firm on for this project.
   
   2. **Relevant Projects & Experience**
      - Provide three (3) examples of related projects, preferably of similar scope and size that would best assist in assessing if your firm/team is the most suitable to provide services for the University.
   
   3. **Ability to Meet the Needs of the University**
      - Detail your work plan, strategy and approach that demonstrates a clear understanding of the project and tasks.
      - Clearly indicate why any additional services/scope that you may have identified, you feel may be of added value to the project.
   
   4. **Required Procurement Documents**
      - Proposals should include all information requested on the Required Procurement Documents page of this RFP.
Evaluation and Selection Criteria

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.

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

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

<table>
<thead>
<tr>
<th>Scoring Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organizational Information</td>
<td>0 – 10</td>
</tr>
<tr>
<td>Relevant Projects &amp; Experience</td>
<td>0 – 20</td>
</tr>
<tr>
<td>Ability to Meet the Needs of the University</td>
<td>0 – 30</td>
</tr>
<tr>
<td>Cost</td>
<td>0 - 40</td>
</tr>
</tbody>
</table>

Note:

- 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.
SUBMISSION INSTRUCTIONS

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:**
  Laurel Hall, Second Floor
  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.
The undersigned proposer, in response to Rowan University’s, **RFP 20-02 Solid Waste & Recycling Services**, having carefully examined the RFP documents and being familiar with the requirements therein, hereby submits the following submission meeting the requirements outlined in this RFP.

### Pricing Section:
**1 – 10 Cubic Yard Front or Rear Load Containers**

<table>
<thead>
<tr>
<th>Cost Per Service Charge</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Once Per Week</td>
<td>$</td>
</tr>
<tr>
<td>Twice Per Week</td>
<td>$</td>
</tr>
<tr>
<td>Three Times Per Week</td>
<td>$</td>
</tr>
<tr>
<td>Four Times Per Week</td>
<td>$</td>
</tr>
<tr>
<td>Five Times Per Week</td>
<td>$</td>
</tr>
<tr>
<td>Six Times Per Week</td>
<td>$</td>
</tr>
</tbody>
</table>

### Pricing Section:
**Compactors & Roll-Offs**

<table>
<thead>
<tr>
<th>Service Charge</th>
<th>Disposal Charge by Tonnage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Pull</td>
<td>$</td>
</tr>
</tbody>
</table>

**Instructions:** Proposers shall submit pricing for the disposal of solid waste collected from the campus. Pricing shall conform to the outline herein. For all facilities, the solid waste disposal rate shall be presented in accordance with the following pricing chart.

### Disposal Cost – Type 10

<table>
<thead>
<tr>
<th>Facility Information</th>
<th>Price Per Ton</th>
<th>Taxes</th>
<th>Surcharges</th>
<th>Total Price Per Ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permit ID #:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: Do not modify or edit any of the Proposal Pages. Complete as written.*
## Pricing Section (Recycling):

### 1 – 10 Cubic Yard Front or Rear Load Recycling Containers

<table>
<thead>
<tr>
<th>Cost Per Service Charge</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Once Per Week</td>
<td>$</td>
</tr>
<tr>
<td>Twice Per Week</td>
<td>$</td>
</tr>
<tr>
<td>Three Times Per Week</td>
<td>$</td>
</tr>
<tr>
<td>Four Times Per Week</td>
<td>$</td>
</tr>
<tr>
<td>Five Times Per Week</td>
<td>$</td>
</tr>
<tr>
<td>Six Times Per Week</td>
<td>$</td>
</tr>
</tbody>
</table>

## Pricing Section: Recycling

<table>
<thead>
<tr>
<th>Service Charge</th>
<th>Disposal Charge by Tonnage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Pull</td>
<td>$</td>
</tr>
</tbody>
</table>

## Medical/Biological Waste Costs

Vendor to submit separate pricing sheet of full range of pricing including trip charges, cost for frequency of pickups, disposal and collection fees, packing supplies, and any other costs associated with Medical/Biological waste pickup and disposal.

## Hazardous Waste Costs

Vendor to submit separate pricing sheet of full range of pricing including trip charges, cost for frequency of pickups, disposal and collection fees, packing supplies, and any other costs associated with Hazardous waste pickup and disposal.

## Universal Waste Costs

Vendor to submit separate pricing sheet of full range of pricing including trip charges, cost for frequency of pickups, disposal and collection fees, packing supplies, and any other costs associated with Hazardous waste pickup and disposal.

*Note: Do not modify or edit any of the Proposal Pages. Complete as written.*
### Itemized Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Unit of Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Construction and Demolition Waste</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bulk Trash in Open Containers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete &amp; Block</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ferrous and Non-Ferrous Metals</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Materials as may be Marketable</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leaves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Waste</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Disposal Costs per ton must be based on County Rates. Any additional taxes and fees must also be reflected in disposal costs listed in the RFP submission.

### Compactor Purchase & Rentals Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compactor (complete turnkey with hookups included)</td>
<td>$</td>
</tr>
<tr>
<td>Open top dumpsters – 20 Yd. (rental and pick up charge)</td>
<td>$</td>
</tr>
<tr>
<td>Open top dumpsters – 30 Yd. (rental and pick up charge)</td>
<td>$</td>
</tr>
<tr>
<td>Open top dumpsters – 40 Yd. (rental and pick up charge)</td>
<td>$</td>
</tr>
</tbody>
</table>

*Note: Do not modify or edit any of the Proposal Pages. Complete as written.*
**Firm Information & Signature**

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name (Please Print Clearly)</td>
<td></td>
</tr>
<tr>
<td>Bidder’s Signature</td>
<td></td>
</tr>
<tr>
<td>Print Name &amp; Title</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</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>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>
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 nonpropriety 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, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
   • Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
   • Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
   • Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
   • Fibers recovered from waste water which otherwise would enter the waste stream.

  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.