Request for Proposal

Feasibility Study: Campbell Library
Learning Commons, Space Assessment
& Network Wiring

RFP 20-48

Prepared by:
Rowan University
Office of Contracting & Procurement
201 Mullica Hill Road
Glassboro, NJ 08028
Laurel Hall (North Entrance), Second Floor
856.256.4171
bids@rowan.edu
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Administrative Information

All questions must be submitted via email, with the subject heading: “RFP 20-48 Feasibility Study: Campbell Library Learning Commons, Space Assessment & Network Wiring”

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

<table>
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<th>Event</th>
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<tbody>
<tr>
<td>Request for Proposal (RFP) Advertisement</td>
<td>March 13, 2020</td>
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<tr>
<td>RFP Meeting (see table below for details)</td>
<td>March 18, 2020 at 11:00 a.m.</td>
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<tr>
<td>Questions Due</td>
<td>March 24, 2020</td>
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<td>Answers Posted to Website</td>
<td>March 26, 2020</td>
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<tr>
<td>Submissions Due (see table below for details)</td>
<td>April 7, 2020 at 3:00 p.m.</td>
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Meeting Information

- The informational meeting is not mandatory. However, any interested party shall meet in the lobby of Campbell Library, located on the Glassboro, NJ Campus.

Bid Opening Information

- Attending the RFP Opening is not mandatory.
- RFP Opening will be held on the third floor of Laurel Hall, on the Glassboro, NJ Campus. Follow entrance sign above perimeter door for rooms 301 – 306.

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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<th>Failure To Include The Below Requested Documentation Will Result In An Automatic Rejection Of Vendor’s Submission</th>
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**Failure To Include The Below Requested Documentation May Result In Rejection Of Vendor’s Submission**

| 6 | Proof of Ability to Obtain Required Insurance |
| 7 | Chapter 51 Contractor Certification & Disclosure of Political Contributions Public Law 2005 |
| 8 | Subcontractor Utilization Plan |
| 9 | Exhibit A Mandatory EEO Language for Goods, Professional Services & General Service Projects |
| 10 | Non-Collusion Affidavit |
| 11 | New Jersey Policy prohibiting Discrimination in the Workplace & Model procedures for Internal Complainst Alleging Discrimination in the Workplace and Acknowledgement of Receipt |
|   | • Policy (Do not return with submission) |
|   | • Model Procedures (Do not return with submission) |
| 12 | New Jersey Business Registration Certificate |
|   | Firms should be able to generate a NJ Business Registration [here](https://www.nj.gov/treasury/businessregistration.html). NJ NRC must be current at time of award. |
| 13 | Taxpayer Identification Request (W-9) |
| 14 | Exhibit B Mandatory Equal Employment Opportunity Language (For vendor to view, not required with submission) |
| 15 | Additional Mandatory Construction Contract Language (For vendor to view, not required with submission) |

**Additional Forms & Information**

| 16 | Chapter 271 Vendor Certification & Political Contribution Disclosure Form |
| | NOTE: It is the responsibility of the Bidder 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-20.13 (P.L. 2005, c. 271, section 3) if vendor receives in excess of $50,000 from contracts from one or more public entities during a calendar year |
Project Overview

The University is requesting a feasibility study/assessment for the Campbell Library, to include the following scope of work: (a) a study and conceptual plan for a new student Learning Commons in Campbell Library to meet the expanding needs of students to access digital tools for research, learning, sharing, collaborating and preparing academic work; (b) a space assessment of the entire library building; and (c) an assessment and recommendation for upgrading the data and telecommunications network wiring and wireless systems for the entire building, including an assessment of related HVAC and electrical needs.

I. PROJECT OVERVIEW

A. The University plans to create a new student Learning Commons in Campbell Library, to meet the expanding needs of students to access digital tools for research, learning, sharing, collaborating and preparing academic work.

B. At the same time, the University intends to review the function and use of the entire Campbell Library Building in order to inform future planning decisions and enable the University to maximize the Library’s usefulness to students. Additionally, there is a need to maintain the traditional research functions of an academic library, including browsing the collection of books and other printed material, as well as providing the variety of study areas repeatedly cited by students as one of their primary needs from the Library. Over the last six years spaces within Campbell Library have been thoughtfully remodeled to address student research and study needs.

C. The project will have three components:

1. Feasibility study, conceptual plan, and cost estimate: The University Library and Provost have determined that portions of Campbell Library first and second floor should be renovated as a Learning Commons. This Commons will provide additional group study rooms, casual study areas, facilitate access to technological resources, and afford students an opportunity to avail themselves of tutoring and learning/research support from librarians, IT specialists, and academic support staff. In addition, this space shall support a centralized TAC and associated staff and business functions. As part of this study, the university encourages the consulting teams to evaluate and consider not just spatial needs, but also the services and staffing over time that will be required in the learning commons.

2. Campbell Library space allocation study: The entire library will be studied to provide planning documentation for future renovations. The study will assess space efficiency, staffing needs, potential services provided, and how the library will accommodate changes over time. The consultant team will also identify areas and/or functions that are outdated or can be moved to another on- or off-campus location, as well as how the building could be modified to accommodate long-term space needs for student research, quiet study areas, and academic support in consultation with Library staff.

3. Telecom infrastructure assessment: The telecommunications distribution infrastructure within Campbell Library will be evaluated for suitability to future needs. The areas of focus for this evaluation will include the telecommunications cabling, and the HVAC and electrical capacity of the building infrastructure.
D. Location: Campbell Library is located in the heart of Rowan’s Glassboro campus, on the north side of Mullica Hill Road and adjacent to the Chamberlain Student Center. See the Rowan University Glassboro Campus Map at https://www.rowan.edu/about/visiting/main.html

II. PROJECT DESCRIPTION

A. The first task is to create a conceptual plan for a Learning Commons, to be located on the first and second floor of the library. It is anticipated that the consulting team will include expertise in strategic planning and managing institutional change, as well as programming spaces and services. While the first floor space, with its lower ceilings and less natural light would be better suited to workshop and computer lab space, the second floor with its much higher ceilings and natural light seems more appropriate for student group project and collaborative work spaces.

B. The program elements for the Learning Commons are as follows:

1. Collaborative work spaces for students, each capable of housing up to six students working together in an acoustically isolated space, equipped with whiteboards, furniture that affords collaborative working, and a large flat screen monitor that aligns with established University standards. The number of collaborative spaces will be determined by an assessment of available area. These rooms would be similar to those already on the second floor of Campbell Library. There is usage data that these existing collaborative work rooms are functional, well utilized, and popular.

2. A centrally located TAC, which will provide information technology assistance to students, staff, and faculty. The TAC will have a service desk to accommodate six to eight customers at a time, a sign-in computer station, staff office space, and storage/back of the house space for equipment and support. The intent is to relocate much of the existing TAC from Memorial Hall on the south side of Mullica Hill Road (the complete program for the TAC will be made available to the successful bidder).

3. Teaching space/classroom. Supplementing the current teaching lab on the first floor, an additional teaching space for up to 35 student or staff in training sessions. The classroom will incorporate state-of-the-art audio-visual technology and serve as a demonstration of teaching technology on campus. The space should include opportunities to collaborate with the Writing Center and library instruction.

4. Additional open collaboration space for students. Ideally located on the second floor, open space for students to congregate in small groups for social or academic uses. This space would be furnished with comfortable, movable furniture, and also include charging stations and electrical outlets with USB ports, and/or a battery share station for student use of portable battery units for charging handheld and peripheral computer equipment.

5. Café/ coffee station: Depending on space availability, the design team should consider adding a small café that would be intended to encourage students and staff to hang out, study, and collaborate. This would be a “grab & go” cafe / coffee shop, with no cooking or kitchen exhaust requirements needed.

6. Other space needs as determined during the programming / project confirmation phase of the project.
C. The design team is expected to collaborate with Rowan Facilities on issues related to University construction standards, with the Rowan University Library team on the potential impacts on existing operations, staffing, and programming, and with the Information Resources and Technology team on TAC requirements and technology standards, as well as all technical and IT-related considerations for the entire project (classroom, collaboration space, network cabling, WiFi and head and electrical load requirements for telecommunication distribution facilities, etc.).

D. It is anticipated that the consultant team will gain input through a structured process that engages key stakeholder from the Rowan library community, including staff, faculty, and students. It will be essential to identify both opportunities for improved services and functioning of the existing library, as well as any changes anticipated as a result of the growth of the student body, faculty, and research staff at Rowan. The intent is to define the goals of the Learning Commons and craft a vision for the future: a strategic plan that aligns the goals of all stakeholders, with a focus on improved student satisfaction, retention, and success.

E. The second task is to carry out a complete space efficiency study for the entire building, to determine if special reorganization will result in:

1. Improved efficiency and lower cost of accommodating the resident or future potential personnel and functions;
2. Better integrated student-facing services (for example, if the creation of more flexible, multipurpose spaces would be a benefit for students);
3. There is a potential cost savings associated with layout changes or building systems upgrades.
4. A complete program for the Campbell Library building will be developed in collaboration with key University stakeholders during the programming/project confirmation phase of the project. During the programming exercise, care should be taken to prioritize the functioning of student spaces for learning, research, and study. For example, the programming exercise should minimize any removal or changes in use of any spaces currently assigned to students. Of specific concern are spaces on the periphery of the library, near windows, as such spaces are among the favorite study areas for students.

5. Also note that the libraries have data on student usage of all library programmed space, which will be shared with the consultants during the programming/project confirmation phase.

F. The third task is to evaluate upgrading the telecommunications distribution facilities and network cabling in the building. Rowan’s Information Resources and Technology team has determined that the scope for this network upgrade shall include the wireless networking in the building, the equipment in the network closets, and additional HVAC and power capacity in these spaces. (Note that additional HVAC and power capacity is generally required by new networking equipment, and an assessment of such possible upgrades to the cable plant in the building is to be included in this scope of work.).

G. Although infrastructure upgrades such as these are typically handled separately from larger building renovations, it has been determined that for this project, Rowan would gain added efficiency to have one consultant team manage this aspect of the project at the same time as they are conducting the space assessment and other work. The consultant team will coordinate closely with Rowan IRT staff, Library staff, and other university partners as required to ensure the solution is designed in alignment with established IRT standards and requirements.
III. **PROJECT GOALS**

**A. Learning Commons:** The goal of the Learning Commons is to enhance student experience and learning at Rowan by making the tools of digital research and learning accessible. The support spaces described above are intended to make the Learning Commons a central resource for students working on research projects or collaborative projects. Additional goals for the Learning Commons may be determined during the programming/project confirmation phase of the project.

**B. Space Assessment:** Rowan University will use this space assessment to gain improved operational and spatial efficiency. This work will entail an examination of the existing space and functional layout of classrooms, teaching, support, research, learning & collaboration, and administrative spaces in Campbell Library.

**C. To support this work, please note the following attached documents:**

1. Schematic floorplans of the existing building.
2. A .pdf slide presentation of the Rowan University FAMIS space management database, providing an overview of Rowan’s space management software. Access to this software will be provided to the winning consultant team in read-only format. The FAMIS software is a powerful database / graphic tool that will provide the consultant team with detailed information of each room in the building, including area, use, floor, functional category (classroom, research, support, etc.), and occupancy. During the site visit to Rowan, a demonstration of the software capabilities will be presented.

**D. It is anticipated that the space efficiency assessment will include at least four components, and the consultant team should anticipate meeting with key stakeholders for each building at least once during each of the following parts of the project. For the Programmatic assessment of existing space (item 2 below), the consulting team should assume that they will carry-out at least three workshops of two- to four-hours each with selected library staff to document and identify key work processes, adjacencies, staffing and service needs, and future growth requirements.**

1. **Confirmation of existing conditions:** The initial programming meeting will confirm the existing layout and configuration of spaces. As part of this exercise, the consulting team will use the FAMIS software tool, supplemented by in-person site visits as necessary, to prepare an assessment of the existing spaces, their uses, and their sizes. Any unique or specific equipment or furniture should be noted.

2. **Programmatic assessment of existing spaces:** This assessment will evaluate both the efficiency of the existing spaces (existing spaces compared to university standards) and assess any unmet needs for space, equipment, or infrastructure based on observation and/or feedback from Library or Information Resource and Computing personnel. Strategies for maximizing the efficiency of under-utilized space, or for disposing or repurposing of underused or obsolete equipment are to be included in the assessment. As part of this exercise, the consulting team will also evaluate the schedule of use of the spaces within the library. The consulting team will work with library stakeholders to develop options for reallocating program space as necessary to improve efficiency or efficacy of the teaching, student study needs, research, library operations, academic support, or administrative work, and/or to bring to the library personnel and/or functions currently housed off-site.
3. Test fit of existing spaces: Using the information from the assessment work, the consultants will prepare an optimal plan to accommodate identified programmatic needs, keeping in mind ideal adjacencies and adherence to university standards. The consultant team will offer suggestions, if any, for implementing better space utilization strategies related to teaching, research, student support, and administration functions. It is assumed that the schematic plan may involve modification, reorganization, and renovation of the existing spaces, but the consultant team should limit relocation, addition, or demolition to demising walls only. It is not anticipated that this assessment will recommend any changes to building structure, vertical transportation or stairways, or building envelope. The outcomes of this process will provide the University with analysis consisting of overall efficiency of space use.

4. Estimation of probable costs: The consulting team will provide an estimate of probable costs for any proposed renovations and related equipment. If requested, the consulting team will also carry out an evaluation existing specialty furniture and equipment, and an estimate of costs for any identified furniture equipment repair or replacement.

E. Network Wiring and IT upgrades: The goal for this part of the project is an assessment of the existing IT infrastructure and supporting HVAC and electrical systems for the building, and recommendations for upgrades. The consultant will work closely with Rowan’s IRT to identify needs and the scope of work for this portion of the project.

IV. SCOPE OF SERVICES

The selected Design Professional shall provide all services necessary for the completion of the project as described below, including but not limited to the following.

A. Survey / Space Confirmation
   1. Visually survey and perform analysis of the library building, verifying existing building features, utilities, space use, etc. Perform building analyses to identify opportunities and constraints, physical conditions, circulation and connectivity, access, ingress, and egress, and areas for potential modification or improvement. Surveys should include multiple observations of how services are delivered and how spaces are used at various times of the day.
   2. Meet with the university’s stakeholders, including representatives from Rowan’s Information Resources and Technology team, the Campbell Library, members of the academic support community, representatives from senior university administration, the University Architect and Rowan Facilities staff, students etc. to confirm existing spaces and uses and identify of current spaces.

B. Programming & Strategic Planning
   1. Meet with the above stakeholder groups to create a strategic plan for the Learning Commons and other library spaces, including anticipated spatial needs, staffing requirements, and future services provided – focused on improved student experience, learning and collaboration, and satisfaction.

C. Feasibility Study / Conceptual Design Phase
   1. With the programming and project confirmation completed, the selected Design Professional will provide a feasibility study for all three aspects of the project.
2. Learning Commons: The feasibility study for the Learning Commons (including the relocated TAC) will include a conceptual plan of the commons, including locations, sizes, and configuration of student support spaces, collaborative study rooms, classrooms, storage and support spaces, and all other physical requirements identified during the Programming/Project Confirmation Phase. This part of the project will also identify any deficiencies in building systems, including HVAC, electrical, lighting, IT, and telecommunications. Also to be included is an estimate of probable costs for all work associated with this part of the project.

3. Space Assessment: The space assessment will provide written and graphic review of Campbell Library’s efficiency, and recommendations for improvements and for accommodating new uses as recommended. An estimate of probable costs for any improvements is to be included.

4. Network Wiring and IT upgrades: This aspect of the project will provide written and graphic documentation of existing conditions and recommendations. An estimate of probable costs for any recommended improvements is to be included.

5. Note that an estimate of probable cost for the entire scope of work is to be included in the Feasibility Study, identifying areas where the scope of work of the three parts of the feasibility study overlap and provide an opportunity for efficiencies or cost savings.

V. UNIVERSITY STANDARDS & DELIVERABLES FORMAT
   A. All designs must comply with the University’s Design Guidelines and Information Technology standards and specifications, Space and Furniture Standards, which will be provided by the University AFTER award of this contract.
   B. It is anticipated that the deliverables will include, but not be limited to drawings, specifications, samples, presentations, project schedules, and cost estimates in hard and digital copy. Electronic versions of the deliverables are as follows:
      1. Drawings – AutoCAD and PDF
      2. Written descriptions – MS Word and PDF
      3. Schedule – MS Project and PDF
      4. Cost Estimate – Excel and PDF
      5. Presentations and Renderings – PDF

VI. FEASIBILITY STUDY DELIVERABLES: BUDGET & SCHEDULE
   A. Budget: The total budget for any recommended modifications or changes to the library is to be determined by the consultant team as part of the feasibility study. The proposed budget is to include all construction costs, FF&E costs, professional fees, plan review and permitting fees, commissioning fees, testing and inspection fees, and other soft costs, etc.
   B. Schedule: The expectation is that the Feasibility Study services to be provided under this RFP are to be completed in as follows:
      1. Programming / Project Confirmation Phase: Six weeks from Notice to Proceed.
      2. Review and feedback from Rowan University: Two weeks to confirm program.
      3. Feasibility Study and conceptual design: Two months after confirmation of the programming.
VII. PRICING
   A. Pricing will be based on a lump-sum fee, plus reimbursable expenses.
   B. Costs must include all labor, materials, equipment, supervision, coordination efforts, insurance and all other associated or related items necessary for the successful completion of this project.
   C. Pricing will not be based on any minimum quantities to be ordered.
   D. Pricing must be all inclusive. Delivery costs are the responsibility of the awarded vendor and must be included in the proposal pricing. The University will not pay separate shipping costs in addition to the product prices quoted.
   E. 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.
   F. All costs must be detailed on the Proposal Page of this RFP in the format provided. Any edited or dissimilar formats may not be accepted.
   G. Refer to the Proposal Pages for additional information. Do not modify the proposal page of this RFP. The data should be entered as requested. Any changes may result in immediate rejection of your submission.

VIII. TERM OF CONTRACT
   A. This project is accompanied by a sample Rowan Modified AIA B101 contract. Any and all exceptions, questions and/or suggested modifications to Rowan contracts must be submitted no later than three (3) business days before the bid opening. No exceptions may be taken to the sample contracts at the time of bid or after.
   B. Contract will be for the amount of time necessary to complete all the requirements of this RFP as determined by the documents and contract provided by the Rowan University Facilities Planning & Construction Department.
   C. 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.
   D. In the event that the University terminates services, written notice will be provided fourteen (14) days in advance of termination date.

IX. 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.

X. **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.

XI. **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.
XII. **SUBMISSION REQUIREMENTS**

A. In order to be considered, vendors must submit a complete response to this RFP.

B. 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.

C. 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.

D. Each team’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:

E. **Submission Format**

1. **Cover Letter**: Submittal responses must have a cover letter on a letterhead signed by all persons required under the applicable organizational documents in order to bind the Proposer on the submittal response.

2. **Proposal Fee, Fee Breakdown, and Proposing Team Information**: Using the format provided on pages 13 and 14 of this RFP, provide information requested. Also include acknowledgement that you have reviewed any addenda issued to the RFP, as posted on the University’s website (if any).

3. **Organizational Information / Personnel & Staffing**
   - Describe the organization of your proposed team, and a high-level summary of your team’s relevant qualifications. Indicate the composition and number of staff, facilities available and experience of your firm/team, sub consultants etc.
   - In no more than 200 words, explain why your organization is uniquely qualified to provide professional services for Rowan University. Include any other information, which you feel would be helpful in the selection of your firm on for this project.

4. **Scope of Services**
   - Include a detailed Scope of Work Statement describing all services that could/would be provided for the project and/or University. Clearly identify additional services/scope, if any, that you feel may be of added value to the project.
   - List and describe Project Deliverables that would support the Scope of Services above.

5. **Firm Projects & References**
   - Provide three 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 design services for this project. Projects that reflect the use of sustainable principles, wherever possible, are preferred. Renderings and other illustrations, if applicable, should be included.
   - Indicate if services provided were as the prime consultant or sub consultant. If as a sub consultant, please identify the Prime consultants.

   - Provide a brief summary of your proposed work plan, strategy and approach that demonstrates a clear understanding of the project and sequence of tasks. Inclinations of a design approach to addressing the problem and a proposed delivery methodology are strongly encouraged.
• Clearly indicate why any additional services/scope that you may have identified, you feel may be of added value to the project.
• A projected bar chart schedule indicating the start and end of each phase of the project. Also indicate specific milestones described in the RFP or projected by the Proposer.

7. Appendices
• Resumes, references, qualifications appropriate certification and licenses for all key team members (prime consultant and sub-consultants).
• Indicate which team members who would be responsible for review and submission of permits, including those team members which have specific knowledge of and experience with the approval and permit processes of the State of New Jersey Department of Community Affairs, and other applicable area regulatory agencies, and with the administrative review processes and requirements with other applicable NJ State public agencies.
• Provide hourly fees for key members principal, associate, project manager, administrative etc.
• Proof of all discipline-required certifications and licensing.

8. Required Procurement Documents
9. Include all documentation requested in the Required Procurement Documents section 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:

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<th>Scoring Category</th>
<th>Points</th>
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<tr>
<td>Organizational Information and Design Team</td>
<td>0 - 20</td>
</tr>
<tr>
<td>Relevant Projects &amp; Experience</td>
<td>0 - 35</td>
</tr>
<tr>
<td>Work Plan, Strategy &amp; Approach</td>
<td>0 - 35</td>
</tr>
<tr>
<td>Fees</td>
<td>0 - 10</td>
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</tbody>
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Note:

- If a vendor submits a proposal that does not provide detailed and coherent information regarding a specific scoring category, the vendor may 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 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 PREFERABLY 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 20-48 Feasibility Study for the Campbell Library*, having carefully examined the RFP documents and being familiar with the requirements therein, hereby submits the following submission to provide such services and materials meeting the requirements in this RFP.

### Scope of Services: Hourly Rates

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<table>
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<tbody>
<tr>
<td><strong>Professional Service Fee</strong></td>
<td>$</td>
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<tr>
<td><em>Includes all consultant and sub-consultant fees; excludes reimbursables</em></td>
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<tr>
<td><strong>Reimbursable Expenses</strong></td>
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<tr>
<td><em>Not-to-Exceed</em></td>
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<tr>
<td><strong>Total Fee</strong></td>
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<tr>
<td><em>(Professional Service Fee + Reimbursable Expenses)</em></td>
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* Fee Schedule to be approved by the University and included in the terms of the contract with the selected Design Consultant

### Fee Breakdown

<table>
<thead>
<tr>
<th>Sub-Consultant Name &amp; Fee</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Primary Consultant fee</td>
<td>$</td>
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<tr>
<td>Sub-Consultant #1 name &amp; fee</td>
<td>$</td>
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<tr>
<td>Sub-Consultant #2 name &amp; fee</td>
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<td>Sub-Consultant #3 name &amp; fee</td>
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<td>Sub-Consultant #4 name &amp; fee</td>
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<tr>
<td>Sub-Consultant #5 name &amp; fee</td>
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<tr>
<td>Sub-Consultant #6 name &amp; fee</td>
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<tr>
<td>Sub-Consultant #7 name &amp; fee</td>
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</tbody>
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*Proposal Page continued on next page...*
## Sub-Consultant Contacts

<table>
<thead>
<tr>
<th>Sub-Consultant Category</th>
<th>Firm Name</th>
<th>Address</th>
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<tbody>
<tr>
<td>MEP Sub-Consultant (if required)</td>
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<tr>
<td>IT/ Telecommunications Sub-Consultant (if required)</td>
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<tr>
<td>Programming Strategy Sub-Consultant (if required)</td>
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<tr>
<td>Sub-Consultant #4 Discipline (if required)</td>
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<td>Sub-Consultant #5 Discipline (if required)</td>
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<td>Sub-Consultant #6 Discipline (if required)</td>
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<td>Sub-Consultant #7 Discipline (if required)</td>
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## Vendor Information

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

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

## Primary Contact for Project

<table>
<thead>
<tr>
<th>Name</th>
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<td>Phone</td>
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<tr>
<th>Email</th>
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</table>
TERMS & CONDITIONS SPECIFIC TO ROWAN UNIVERSITY

I. REPRESENTATIONS & WARRANTIES

A. The vendor has legal capacity to execute and perform any Agreement arising from this RFP.
B. Any Agreement arising from the award of this RFP is a valid and binding Agreement, enforceable against the vendor according to its terms.
C. The execution and performance of an Agreement by the vendor does not and will not violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.
D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.
E. The vendor knows of no reason, or is in 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. 10:531 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/](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.
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.
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.

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.