Request for Qualifications

Solar Farm Development Project

RFQ 19-84

Prepared by:
Rowan University
Office of Contracting & Procurement
201 Mullica Hill Road
Glassboro, NJ 08028
Bunce Hall, Suite 208
856.256.4171
bids@rowan.edu
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Administrative Information

All questions must be submitted via email, with the RFQ title subject heading:

“RFQ 19-84 Solar Farm Development Project”

Questions or inquiries regarding RFQ 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 RFQ Events

Due Date:

Requests for Qualifications (RFQ) must be received no later than the time referenced in the Schedule of Events Timetable below. Please refer to the Submissions Requirements section of this document for details.

Schedule of Events Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Request for Proposal</td>
<td>June 27, 2019</td>
</tr>
<tr>
<td>Site Visit (see information below)</td>
<td>July 12, 2019 at 3:00 p.m.</td>
</tr>
<tr>
<td>Questions Due</td>
<td>July 18, 2019</td>
</tr>
<tr>
<td>Answers Posted to Website</td>
<td>July 25, 2019</td>
</tr>
<tr>
<td>Submissions Due (see information below)</td>
<td>August 15, 2019 at 2:00 p.m.</td>
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</table>

Site Visit Information

- Attending the Site Visit is not mandatory; however, vendors are encouraged to be present.
- Site Visit will be held in Room 325 located in Shepen Hall, 40 N. Academy Street, Glassboro, NJ 08028 (parking in rear of building).

Bid Opening Information

- Attending the RFQ Opening is not mandatory.
- RFQ Opening will be held in Bunce Hall, Room 252, located on the Glassboro, NJ Campus.

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

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

<p>| | |</p>
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<tr>
<td>1</td>
<td>Proposal Page(s)</td>
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<td>2</td>
<td>Proof of Ability to Obtain Required Insurance</td>
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<td>Acknowledgement of Receipt of Addenda (if any issued)</td>
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<td>Ownership Disclosure</td>
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<td>6</td>
<td>MacBride Principals Form</td>
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<td>7</td>
<td>Subcontractor Utilization Plan (Form is required even if no subcontractors are being utilized)</td>
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Failure To Include The Below Requested Documentation May Result In Rejection Of Vendor’s Submission

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<td>Chapter 51 Contractor Certification &amp; Disclosure of Political Contributions Public Law 2005</td>
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<td>10</td>
<td>EEO/AA Evidence Disclosure</td>
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<tr>
<td>11</td>
<td>Exhibit A Mandatory EEO Language for Goods, Professional Services &amp; General Service Projects</td>
</tr>
<tr>
<td>12</td>
<td>Exhibit B Mandatory Equal Opportunity Language</td>
</tr>
<tr>
<td>13</td>
<td>New Jersey Business Registration Certificate</td>
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|14 | New Jersey Policy prohibiting Discrimination in the Workplace & Model procedures for Internal Complaints Alleging Discrimination in the Workplace and Acknowledgement of Receipt  
  - [Policy](#) (Do not return with submission)  
  - [Model Procedures](#) (Do not return with submission) |
|15 | Non-Collusion Affidavit |
|16 | Taxpayer Identification Request (W-9) |

Provide the Below Forms if Applicable for the Project

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<td>Form of Bid Bond (10%)</td>
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<td>Additional Mandatory Construction Contract Language</td>
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<tr>
<td>21</td>
<td>Public Works Certificate</td>
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<tr>
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**Project Overview**

Rowan University (“Rowan” or the “University”) is soliciting requests for qualifications for developers to design, build, finance, operate and maintain (“DBFOM”) a Solar Farm Development Project.

I. **PROJECT DESCRIPTION & OVERVIEW**
   A. Rowan University (the “University” or “Rowan”) intends to develop a solar project in partnership with a private developer. The intention is to enter into a public-private partnership (“P3”) to design, build, finance, operate, and maintain (“DBFOM”) a solar project that will be constructed at 104 East Quillytown Road, in the Township of Carney’s Point, in the County of Salem.
   B. Rowan is issuing this RFQ to solicit responses from interested developers or development teams (“Developer” or “Developers”) to enter into a public-private partnership (“P3”) to design, build, finance, operate, and maintain (“DBFOM”) a solar project (the “Project”) as follows:
      1. The Project will be constructed on approximately 30 acres of a 43 acres +/- site which currently houses a koi farm that is in the process of being decommissioned. Any accessory structure(s) pertinent to the Project will also be constructed by the Developer.
      2. Other projects may follow on the remaining 13 acres +/- in subsequent phases at the University’s option, based on market conditions. These projects are likely to be focused new forms of agriculture, sustainable living technologies and related endeavors.
      3. This RFQ contains statements, descriptions, and analyses of Rowan and other project background information. Such statements, descriptions, and analyses are for informational purposes only. Rowan does not guarantee, represent, or warrant the completeness or accuracy of such information. All respondents to the RFQ should complete their own due diligence with respect to such information.
   C. Project Overview
      1. **Description**: The University intends to enter into a P3 Agreement with an experienced developer to DBFOM a solar project on University-owned land.
      2. **Location**: The Project will be located on a 30 acre +/- portion of 43.8-acre former Koi Farm owned by the University at 104 East Quillytown Road, Carney’s Point, New Jersey.
      3. **Developer Responsibilities**: Design, build, finance, operate, and maintain.
      4. **University Responsibilities**: The University will retain ownership of the property and may utilize the power generated by the Project to offset their electricity costs.

II. **PROJECT GOALS**
   A. **Institutional Goals**
      1. The University acquired the 43-acre site in 2018 based on the determination that the property could help advance the University’s mission and to best meet the needs of students by serving as a site for collaborations relating to modernized technologies for agriculture and the development of sustainability ventures.
   B. **Transaction Goals**
      1. The University is interested in exploring development and finance models to design, build, finance, operate and maintain (DBOFM) the Project within the context of a P3 Agreement. Rowan maintains the following objectives in relation to the development and management of the Project:
         a. **Project Financing**: Rowan expects the Developer to take leadership in ensuring the Project is fully financed, and that financing is secured on time according to the Project schedule. The University shall bear no financial obligation.
b. Design and Construction: Rowan expects the Developer to assume responsibility for managing the design team and the construction manager. However, it is critical for the Developer to include the University in the design process and consult the University on logistical matters throughout the construction.

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

C. Operations & Maintenance Goals
1. The University expects that the Developer will be responsible for maintenance and upkeep of the Project.

III. COMPLIANCE LAWS
A. The vendor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder. Including, but not limited to:
   1. Vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
   2. If awarded a contract, winning vendor will be required to comply with the requirements of N.J.S.A. 10-5-31 et seq. and N.J.A.C. 17:27.
   3. Rowan University is committed to affirmative action and equal opportunity in all areas of operation. Those submitting proposals must certify that their vendor has an updated affirmative action/equal opportunity program.

B. All vendors submitting proposals must not be barred or otherwise suspended from doing business with government entities as evidenced by the System for Award Management (SAM) database.

C. All vendors shall be able to comply with the requirements of Public law 2005, Chapter 51, N.J.S.A. 19:44A-20.13-25 (Formerly Executive Order 134) and Executive Order 117 (2008).

IV. REPRESENTATIONS & WARRANTIES
In submitting a proposal for this offering, the vendor expressly warrants that:
A. The vendor has legal capacity to execute and perform any Agreement arising from this RFQ.
B. Any Agreement arising from the award of this RFQ is a valid and binding Agreement, enforceable against the vendor according to its terms.
C. The execution and performance of an Agreement by the vendor does not and will not violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.
D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.
E. The vendor knows of no reason, or is any way physically, legally, or otherwise precluded from performing the obligations under an Agreement arising from this RFQ, 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.

V. INDEMNITY
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.

VI. **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 proposer 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 professional 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.

VII. **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.

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.

VIII. **GENERAL**

A. Rowan University may need to issue one or more addenda related to this RFQ. Such addenda shall be added to the original RFQ document and posted on The Office of Contracting & Procurement website. It will be the responsibility of the prospective contractors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFQ process for updated information or addenda related to this RFQ.

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. Proposers 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 an RFQ, the agreement between the parties relating to such joint venture shall be submitted with the joint venture’s proposal.
D. The vendor(s) shall not sell, transfer, assign or otherwise dispose of this contract to any third party for the performance of work.

E. Rowan 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 RFQ 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.

F. **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.

G. Any modification(s) to the RFQ documents prior to award may invalidate the entire submission.

H. **Submission as Public Information and Property of Rowan**
   1. The information in each submission may be subject to public disclosure pursuant to State and Federal law.
   2. All submissions will become the property of Rowan. Submitted packages will not be returned to respondents.
   3. Submissions will be held confidential during the RFQ process until such time as the final contract is executed, upon such time the RFQ submittals may be subject to the Open Public Records Act for non-proprietary information.
   4. **It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.**

I. In submitting a RFQ, 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:
   1. In any advertising, publicity, promotion;
   2. To express or imply any endorsement of agency’s services;
   3. To use the name of the State, its officials or employees or the University seal in any manner (whether 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.

J. The preparation of an RFQ 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.

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

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

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

N. 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.

O. 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.

P. Unless specifically noted within this RFQ, [Rowan’s Standard Terms and Conditions](#) take precedence over any special terms and conditions contained in this RFQ.

Q. This RFQ is not binding on the University.

R. No party, including any respondent to this RFQ, is granted any rights hereunder.

S. Rowan University does not allow payment of attorney fees for litigation regardless of disposition of matter.
T. The proposal submitted by the vendor shall be binding on the vendor.

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

V. 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.

W. 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.

X. 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.

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

Z. 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 proposals.

AA. The vendor will be responsible for any additional costs incurred by the University in utilizing any replacement firm because of the Vendor’s failure to perform under the resulting contract.
IX. SUBMISSION REQUIREMENTS

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

B. Submissions should be concise and shall be organized in a manner so the selection committee may quickly access pertinent information.
   1. Every effort should be made to avoid duplicating the information presented in the submission.
   2. Each team’s RFQ must include an index and be organized by discrete sections corresponding to the criteria and in the same order as listed below.
   3. Submissions in any other format will be considered informal and may be rejected.
   4. Conditional submissions will not be considered.

C. Submission Format:
   1. The following constitutes the University’s submittal requirements for the RFQ responses. The RFQ responses must follow the order provided below to facilitate the University’s evaluation process. In addition, responses should be submitted in a binder and include tabs correlating to each of the following criteria numbers below. It is critical that responses are provided in a consistent format to ensure accuracy in the University’s review process. The requested organization and format of the submission is provided below:
      a. Cover Page
      b. Cover Letter
      c. Executive Summary
      d. Table of Contents
      e. Proposal
         ● Tab 1: Acknowledgements
         ● Tab 2: Team Profile
         ● Tab 3: Relevant Experience
         ● Tab 4: Resumes of Key Personnel
         ● Tab 5: Required Procurement Documents

       Details of the requirements for each tab are outlined below:

Tab 1: Acknowledgements:
Developers are required to submit a signature page that acknowledges the receipt, review, and understanding of all materials provided in this RFQ, including information included in exhibits and addenda. With this signature page, it will be assumed that the Developers are fully aware of all information that may impact design, program, and financial assumptions included in the RFQ submission. Failure to provide this signature page may result in non-compliance with the submission materials, this impacting that University’s ability to review the proposal.

Tab 2: Team Profile:
Provide a description of the Developer, team structure, and overviews of participating firms. Include in the description the functional responsibilities of each team member, organizational structure of the relationship, and legal agreements between various parties. For each discipline, provide in the description key team members specific to the following roles, and resumes for those that will be involved in the Project. At a minimum, the following entities should be identified:
     ● Prime development firm
     ● Additional development partners, if applicable;
     ● Architecture/engineering firm;
     ● Construction manager or general contractor;
     ● Entities providing operations and maintenance, if not performed by the Developer;
Equity / financing partners (pending proposed structure)
For each of these entities, provide the following information:

- Name of firm
- Primary point of contact for each firm (name, title, telephone number, and e-mail address)
- Key personnel to be assigned to the Project
- Resumes of Key personnel should be included and attached as Tab 5

- Firm Profile
  - Firm history
  - Organizational chart
  - Service offerings
  - Experience with similar projects (list name of Projects and contact information for a reference at the Institution)
  - Financial Condition (required only for the prime development firm and the construction manager or general contractor)
    - Income statement
    - Balance sheet
    - Statement of cash flow (last three years)
    - Involvement in on-going litigation

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

The University encourages and values the use of local- / New Jersey-based and minority- and women-owned firms as sub-contractors to complete this Project. Consideration and weight will be given to Proposers who indicate minority and women owned firms as part of their development team.
**Tab 3: Relevant Experience**
All Proposers shall have developed and constructed a minimum of five (5) solar projects in the last ten (10) years of the same or similar scope and size as the type contemplated herein. Any Development Partner, Construction Manager and/or Contractor shall be required to have performed a minimum of five (5) solar projects in the last ten (10) years of the same or similar scope and size as the type contemplated herein.

Provide an overview of the prime development firm’s solar project portfolio, as well as that of the development partner, construction manager or general contractor, and operator.

Provide detailed profiles of four (4) to six (6) recent comparable projects, which are preferably projects developed within the past ten years. Ensure that the respondent and all team members are represented in at least one project and highlight any projects that were completed by multiple team members. For each comparable project, specify how it relates to the proposed Project at Rowan as outlined in this RFQ. Examples should include the following information:

- Brief project description
- Project location and owner
- Project status (in progress or complete)
- Project scope and cost
- Original project schedule, actual completed project schedule, and reasons for variance
- Transaction, finance, and legal structure
- Operations and management structure
- Name, email address, and telephone number of primary contact with knowledge of the Project

**Tab 6: Resumes of Key Personnel**

**Tab 5: Required Procurement Documents:** All items listed on page 3 of this RFQ.

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Evaluation and Selection Criteria

The University desires to select a Developer that demonstrates excellent qualifications, experience, financial capacity, and a proven track record of executing similar projects in an expedient, efficient, and effective process that will provide the University the greatest value.

Based on a review of all received proposals, the University will establish a shortlist of three to five (3 - 5) Developers that it will solicit Request for Proposals from. It is anticipated that the RFP will be issued in Fall 2019.

Developers shall not contact any officials of the University, the Selection Committee or advisors of the University with regard to this opportunity, other than to submit emailed questions to Robert Yufer, Office of Contracting & Procurement, at: bids@rowan.edu

Developers are advised that unauthorized contact with officials, related parties, or advisors of the University shall result in disqualification of a respondent from the RFQ process.

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

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

- President, or designee
- Provost
- Chief Financial Officer / Senior Vice President, Division of Finance
- Vice President, Facilities, Planning & Operations
- Assistant Vice President, Planning & Operations
- General Counsel, Office of General Counsel
- Dean, College of Engineering
**Evaluation Criteria:**

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

**B. Responsiveness:** Each proposal will be reviewed for (a) the responsiveness of the Developer to the requirements set forth in this RFQ and (b) conformance to the RFQ instructions regarding organization and form. Those proposals not responsive to this RFQ may be excluded from further consideration and the Developer will be notified. The Selection Committee may also exclude from consideration any Developer whose proposal contains a material misrepresentation.

**C. Pass / Fail Review:** Following or in conjunction with evaluation of each proposal for responsiveness, the Selection Committee will evaluate each proposal based upon pass/fail criteria, deemed by inclusion of the following Required Procurement Documents.

**D. Evaluation Criteria:** Rowan desires to develop a list of potential P3 Partners from which to solicit Request for Proposals, who, in its sole discretion, demonstrate the ability to serve as a high-quality partner to the University, advance the University's strategic priorities, and provide a transaction with competitive terms. Some of the key evaluation criteria shall include, but not be limited to, the following:

**Project Experience:**

**A.** Experience of the Developer in executing solar projects or similar public-private partnerships as referred to in this RFQ;

**B.** Experience of the subcontractors/partners/affiliates in delivering solar projects or similar public-private partnerships as referred to in this RFQ;

**C.** Experience of the Developer and subcontractors in executing public-private partnerships together; and,

**D.** Experience of the Developer and subcontractors in delivering similar solar projects in the State of New Jersey.

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

<table>
<thead>
<tr>
<th>Scoring Category</th>
<th>Points</th>
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<tbody>
<tr>
<td>Projects and Relevant Experience</td>
<td>0 - 70</td>
</tr>
<tr>
<td>Composition of Team</td>
<td>0 - 30</td>
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</tbody>
</table>
Disclaimers

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

Submission confers on a firm no right to a determination that it is qualified, and a determination that a firm is qualified confers no right to an award or to a subsequent agreement. This process is for Rowan’s benefit only and is to provide Rowan with competitive information to assist in its selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at Rowan’s discretion and made to favor Rowan.

Any representations or statements made within this RFQ shall not be considered a contractual obligation by Rowan University and the respondents shall not be entitled to rely upon them. The Selection Committee reserves the right to reject any and all submissions and to identify and select the respondents which the Committee, in its sole and absolute discretion, deems most qualified.

Respondents shall be solely and totally responsible for all costs associated with responding to this RFQ, and the University accepts no responsibility with regard thereto. Submissions will become the property of Rowan.

The University reserves all rights available to it by law in administering this RFQ, including without limitation, the right, in its sole discretion, to:

- Reject any or all submissions at any time;
- Terminate evaluation of any or all submissions at any time;
- Suspend, discontinue and/or terminate negotiations with any respondent at any time;
- Accept and review a nonconforming submission;
- Request or obtain clarifications, revisions or additional information from any source;
- Issue addenda to and/or cancel this RFQ;
- Issue a new request for qualifications;
- Decline to financially participate in a proposed Project;
- Extend any deadline or time and waive or permit the correction of minor deficiencies or irregularities in a submission and minor or technical violations of this RFQ;
- Change the scope and the range of services from what is defined in this RFQ at any time; and

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

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

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

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

矿泉水 Submission Option #1: Submit RFQ via email to bids@rowan.edu
- Enter the RFQ Name and Company Name in the Subject Line (The University server can handle up to 50MB files at a time. If the 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 WILL REJECT ANY SUBMISSIONS SENT IN THIS MANNER.**

矿泉水 Submission Option #2: Mail or hand deliver an envelope to the office of Contracting & Procurement with a USB drive or CD enclosed containing the 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 RFQ Name and Company Name.
- Contracting & Procurement address:
  Bunce Hall, Suite 208
  Rowan University
  201 Mullica Hill Road
  Glassboro, NJ 08028

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

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

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

Evaluation and Selection Criteria:

An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified. Submissions must include all information requested on the Required Procurement Documents page of this RFQ.
The undersigned firm, in response to Rowan University’s, RFQ 19-84 Solar Farm Development Project, having carefully examined the RFQ documents and being familiar with the requirements therein, hereby submits the following RFQ to provide such services and materials meeting the requirements outlined in this RFQ.

**Firm Information**

| Vendor Name |  
|---|---|
| (Please Print Clearly) |  

| Proposer’s Signature |  
|---|---|
|  |  

| Print Name & Title |  
|---|---|
|  |  

| Address |  
|---|---|
|  |  

| Phone |  
|---|---|
|  |  

| Email |  
|---|---|
|  |  

**Primary Contact for Project**

| Name |  
|---|---|
|  |  

| Phone |  
|---|---|
|  |  

| Email |  
|---|---|
|  |  


I. REPRESENTATIONS & WARRANTIES
   A. The vendor has legal capacity to execute and perform any Agreement arising from this Project.
   B. Any Agreement arising from the award of this Project is a valid and binding Agreement, enforceable against the vendor according to its terms.
   C. The execution and performance of an Agreement by the vendor does not and will not violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.
   D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.
   E. The vendor knows of no reason, or is any way physically, legally, or otherwise precluded from performing the obligations under an Agreement arising from this Project, 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 Project 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.

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TERMS & CONDITIONS SPECIFIC TO NEW JERSEY STATE LAW REQUIRING MANDATORY COMPLIANCE
BY ALL VENDORS

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

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

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

I. BUSINESS REGISTRATION
   A. Pursuant to N.J.S.A. 52:32-44, the University is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the University.
   B. The contractor shall maintain and submit to the University a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the University a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.
   C. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.
   D. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the University. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online here.

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

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

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

V. MACBRIDE PRINCIPLES
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.

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

II. **EQUAL EMPLOYMENT OPPORTUNITY**


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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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


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

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

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