



# Rowan College at BURLINGTON COUNTY

Number: **RFP# 25-05**

Date Issued: Tuesday April 23, 2024

Purchasing: Randy Normand

Fiscal Year(s): 2025

Proposals will be due: **Tuesday, May 14, 2024 by 10:00 am**

Important: Proposals shall be returned in an envelope and Proposers shall write their Name, Address, RFP Number, and RFP Title on the front of the envelope. Proposals must be received at or before the opening time and date stated above. Late proposals will not be accepted. Return proposal to:

**Rowan College at Burlington County  
Purchasing Department  
900 College Circle  
Evans Hall Rm. 180  
Mt. Laurel, NJ 08054  
RFP# 25-05**

**PURPOSE AND INTENT OF PROPOSAL: Solicit proposals for a vendor to provide FOOD SERVICE PROVIDER**

**INSTRUCTIONS TO BIDDERS FOR COMPLETING THIS PROPOSAL**

1. Read the entire proposal, including all terms and conditions and specifications.
2. All prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit and/or total prices must be initialed by the bidder.
3. **THIS PROPOSAL IS TO BE SIGNED BELOW (BLOCK 19).**
4. Proposal prices shall include delivery of all items F.O.B. destination or as otherwise provided.
5. Address all inquiries and correspondence to the buyer at the phone or address shown above.
6. Telephone/facsimile, email and/or telegraph proposals are not acceptable.
7. All instructions must be followed and signatures must be provided for proposal to be accepted.

**MANDATORY TO BE COMPLETED BY VENDOR**

8. Payment discount terms: \_\_\_\_\_
9. Prices quoted are firm through issuance of contract until the following date \_\_\_\_\_
10. Your Federal I.D. Number (FEIN): \_\_\_\_\_
11. Firms Name: \_\_\_\_\_
12. Firms Address: \_\_\_\_\_
13. Print Name (Authorized Representative): \_\_\_\_\_
14. Title: \_\_\_\_\_
15. Contact Number: \_\_\_\_\_
16. E-Mail Address: \_\_\_\_\_
17. Fax number: \_\_\_\_\_
18. Date: \_\_\_\_\_

**19. ORIGINAL SIGNATURE OF BIDDER (MUST BE SIGNED)**

Signature of the proposer attests that the proposer has read, understands, and agrees to all terms, conditions, and specifications set forth in the request for proposal unless otherwise stated in writing and submitted with the proposal.

**NOTICE  
ADVERTISEMENT FOR REQUEST FOR PROPOSALS**

**FOOD SERVICE PROVIDER  
RFP# 25-05**

NOTICE IS HEREBY GIVEN that sealed proposals will be received by Rowan College at Burlington County, 900 College Circle, Evans Hall Rm. 180, Mt. Laurel, NJ 08054, for the request for proposal titled **FOOD SERVICE PROVIDER, RFP# 25-05**, and in accordance with the requirements of the specifications included in the package.

Copies of the proposal document may be requested, in person, by mail, by emailing [purchasing@rcbc.edu](mailto:purchasing@rcbc.edu). Our address is Rowan College at Burlington County, Purchasing Department, 900 College Circle, Evans Hall Rm. 180, Mt. Laurel, NJ 08054, and our hours of operation are between 9:00 a.m. and 4:45 p.m. Monday through Friday.

Proposals must be in duplicate (**1 original and 1 copy, PLUS one Electronic copy**) in the manner designated, enclosed in a sealed envelope bearing on the outside of the envelope the name and number of the proposal, as well as the name and address of the Proposer.

**A Non-Mandatory Pre-Bid Walk Through will occur Monday, April 29, 2024 2:00 pm, at the Student Success Center. Deadline for questions is Tuesday, April 30, 2024 by 2:00 p.m.**

**Proposals for the above will be received** by Rowan College at Burlington County, Purchasing Department, located at 900 College Circle, Evans Hall, Rm 180, Mt. Laurel, NJ 08054, until **10:00 A.M. (Prevailing Time) on Tuesday May 14, 2024**, and will be publicly opened and read immediately thereafter.

Proposals shall be in conformance with the applicable requirements of N.J.S.A. 18A:64A-25.1 et seq., pertaining to the “County College Contracts Law”.

“The College reserves the right to conduct interviews and other activities related to the qualifications of the vendors”

All Proposers shall comply with (P.L. 2004, c57) Business Registration Act and proof of their Registration with the New Jersey Department of Treasury, Division of Revenue, shall be submitted with Proposal.

Respondents are advised of their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L.2005, c.271, s.3). It is the respondent’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

All proposers are placed on notice that they are required to comply with all requirements of P.L. 1975, C. 127 (N.J.S.A. 10:5-31 through 10:5-38) as implemented by NJAC 17:27.

Rowan College at Burlington  
County Mt. Laurel, New Jersey  
Randy Normand, Purchasing Manager

Released: Tuesday April 23, 2024

**ROWAN COLLEGE AT BURLINGTON COUNTY  
FOOD SERVICE PROVIDER  
RFP # 25-05**

**I. Introduction**

Rowan College at Burlington County (the College) invites food service providers (contractors) to submit responses to the Request for Proposal (RFP) for the operation of a cafeteria at the Student Success Center on its Mount Laurel campus.

**II. Background Information**

The College’s contract with Saxby’s, its current food service provider, expires in May 2024 and the College is issuing this RFP so a new contract can be procured and implemented prior to the commencement of its Fall semester in August 2024.

**PURPOSE**

The College is requesting proposals for the operation of a cafeteria that will meet the needs of students and staff for wholesome food and refreshments at affordable prices. The services should be inviting, responsive to the students and staff, and serve as a positive force in attracting and retaining students and campus staff.

**III. Terms of the Contract**

One-year contract to commence after Board of Trustee award - with optional renewal for one year.

**1. Timeline:**

<b>Non Mandatory Pre-Bid Walkthrough</b>	<b>Monday April 29, 20:00 pm</b>
<b>Deadline for Submitting Questions</b>	<b>Tuesday, April 30, 2024 2:00 pm</b>
<b>Answers Provided via Addendum</b>	<b>Friday, May 3, 2024 2:00 pm</b>
<b>RFP Due/Proposal Opening</b>	<b>Tuesday, May 14, 2024 10:00 am</b>
<b>Evaluation Period and Interviews</b>	<b>May 14-May 22</b>
<b>Board Approval</b>	<b>TBD</b>
<b>Award Date</b>	<b>TBD</b>
<b>Contract Start Date</b>	<b>August 15, 2024</b>

**IV. College Operating Conditions**

- A. The college will allow the Cafeteria Operator use of the existing Cafeteria area and equipment located within.
- B. The College will provide the Operator with required utility and internet service for the efficient performance of the Agreement.
- C. The maintenance of the dining area furniture will be the responsibility of the College. The dining area shall be open and available for seating during all time the Cafeteria is open.

**Operator Operating Conditions**

- A. The hours for the cafeteria during the academic year will be at a minimum of 10:00 am to 4:00 pm Monday through Thursday.
- B. At a minimum the cafeteria will operate within the official College academic calendar during fall and spring semesters and will be open every day the College has classes and/or exams. The fall and spring academic

year runs approximately from late August to mid-May.

- C. The Operator shall furnish all food, supplies, paper supplies and products that are necessary for the efficient and effective operation of the cafeteria.
- D. The Operator will be responsible for providing cleaning supplies, institutional grade soaps/supplies, and garbage bags for use in the cafeteria area.
- E. The Operator will also be responsible for collection and properly disposing of refuse from the operator's area. If needed the operator will move refuse to the appropriate disposal areas.
- F. The Operator will provide the Point of Sale (POS) system at the cashiering station(s). The Operator will accept debit and credit cards in addition to cash.

## **VI. RFP SPECIFICATIONS**

### **A. SCOPE OF WORK**

Cafeteria: This food service operation shall provide students, faculty and staff with a variety of popular menu items, consistent food quality, fast service and good value in an attractive setting. In addition, the operation shall be designed to be self-supporting and provide students with an affordable food purchase option on campus.

The College is seeking to partner with a Contractor with a commitment to, and track record of customer service. Keywords are friendly, cooperative, willing, able, determined, and dependable. The College will consider proposals from bidders who have experience operating food service operations in a high-energy setting.

The College expects that the Contractor will continually improve the quality of the dining experience. Changes to the internal space, beyond updated and accurate signage, will require College approval. All operations must be maintained in a neat and orderly fashion.

The Provider is expected to:

- Work to reduce waste and recycle. Styrofoam products should be used only on a minimal basis.
- Provide ease of payment by accepting credit and debit cards for purchase.
- Provide a good working environment for employees.
- Endeavor, whenever possible, to employ students enrolled at the College.
- Participate in the College's social media outreach and web page to advertise menus, daily specials and convey information to the College at large.

### **SPECIFICATIONS / REQUIREMENTS**

The successful Contractor will provide a student-based cost-effective Cafeteria operation that enhances the student's quality of life on campus. The following minimum specifications are intended to preserve the integrity of the College's Food Service operation and are not designed to restrict creativity or competition. Contractors are encouraged to propose practical, innovative programs for the students in this section of the RFP.

Contractors must submit a two (2) week cycle sample menu that includes grab-n-go breakfast and lunch, and (optional) specials to be offered.

#### **Grab-n-GO Food Supplier Requirements**

- a. Provide a variety of quality items.
- b. Provide a competitive product with a balanced price/portion ratio.

- c. Maintain a neat, clean appearance that reflects the professionalism of the Contractor.
- d. Provide a customer service-oriented staff that is well trained and able to offer food fast and efficiently.

### **Cleaning and Sanitation Requirements**

The utmost importance is placed on proper sanitation standards. NJ State and local department of health standards for Food Service establishments must be maintained and contractor must pass all health inspections and remedy any violations to the satisfaction of the NJ State Department of Health. A copy of all inspection reports must be submitted to the College's designated representative immediately upon receipt and also maintained in the cafeteria.

The Contractor shall examine all food handlers visually, at least daily, to ensure that they are following established hygiene practices in the handling of food established by the NJ State Department of Health.

All equipment will be cleaned and maintained by the Contractor per the manufacturer's requirements as described in the appropriate equipment service manuals. Any repair expense incurred due to lack of adequate care and cleaning by the Contractor will be the responsibility of the Contractor.

- The Cafeteria shall be cleaned, especially counter surfaces used for serving.
- The area floors shall be kept clean throughout the day and there shall be no trash such as cardboard boxes, towels, books, etc. lying on top of refrigerators, range shelves or dish tables.
- The trashcans in the kitchens shall all be lined with plastic liners; none shall be overflowing, and all shall have covers on them.
- The receiving dock shall be kept clean and sanitary.
- All food stored in refrigerators and freezers shall be covered with plastic wrap or aluminum foil.
- Floors shall be cleaned by vacuuming, washing or mopping.
- Coffee machine, condiment dispensers, and area surfaces, etc. shall be cleaned throughout hours of operation.
- Removal of trash and garbage to area designated by the College will be performed, throughout hours of operation.
- Furniture in the dining area of the cafeteria shall be arranged to present a neat and orderly appearance.
- All debris from floor in customer areas during business hours shall be removed, spot mop as needed.
- Sneeze guards and stainless steel shall be cleaned daily.

### **Students' Interest and Satisfaction**

Student satisfaction and perceived satisfaction with the Contractor's performance is very important to the College. An evaluation of performance by the Contractor will be made periodically; with criteria for judging such performance to include all sections and subsections of this Request for Proposal.

### **Marketing and Program Reporting**

Marketing of the food service program is an essential component of the operation. Marketing should include, at a minimum, advertising food items, services offered, specials, dietary health care and information about key Contractor personnel. Contractors should address the marketing program strategies they will utilize to increase student utilization of the proposed cafeteria service operation.

The Contractor shall forward a monthly "Client Report" to the College's designated representative. This report should include any changes in organization structure and personnel, as well as other general information such as complaints, accolades, special achievements, special projects, new marketing initiatives. The report shall be submitted by the 10th day of the following month.

### **Price Changes**

Individual price changes of menu items must be approved by the College. The College requires one month lead

time to approve changes.

## **ALCOHOLIC BEVERAGES / TOBACCO USE**

### **Alcoholic Beverages**

No beverages with alcoholic content may be kept, sold, served or caused to be served on the College campus. An exception to the above applies to specific designated events, where upon approval, the College may allow alcoholic beverages to be sold, served, and consumed within designated areas as set forth and permitted in College Policy. Where an exception is approved, alcoholic beverages may be sold, served and/or consumed only in those areas designated by the College and at no other location.

### **Tobacco Free Environment**

The College prohibits all use of tobacco products both indoors and outdoors on all property owned, leased or contracted for use by the College. Tobacco products includes, but is not limited to cigarettes, cigars, pipes, hookahs, smokeless tobacco, chewing tobacco, dip, snuff, electronic cigarettes, vaping devices and any other product packaged for smoking or the simulation of smoking.

### **Cost and Expenses**

Contractor shall pay any and all costs and expenses connected with the Contractor's use of the premises, facilities and rights granted, including but not limited to the following:

- Food products
- Beverage products
- Supplies (paper, plastic and foam tableware; cleaning agents for dishes, flatware, pots and pans, janitorial equipment and cleaning and sanitizing agents; office supplies, etc.)
- Licenses, permits, and taxes required by law.

### **Managers on Duty**

The Contractor will provide service managers so that a manager will always on site during serving hours of the Cafeteria.

### **Food Service/Cafeteria Committee Representative Meetings**

There will be no less than monthly meetings between the College Cafeteria representative and the Contractor. The purpose of these meetings will be to allow opinions of students and the College personnel to be expressed and to offer suggestions about Cafeteria operations.

### **Accounts and Records**

The Contractor shall maintain such accounting books and records in connection with the services provided under this contract as may be satisfactory to the College.

A monthly report of operations shall be provided to the College's designated representative. The reports shall include customer count and gross sales with a breakdown of sales by category. This report shall be submitted by the 15th of the following month.

The Contractor, at its own expense, shall meet, develop and implement ideas and concerns as mandated by the College at regularly held meetings with a committee designated by the College consisting of students and/or other members of the College community. Topics for these meetings should include hours of service, staffing, student surveys, marketing, strategic planning, etc.

In addition to the reports described above, the Contractor shall submit to the College a cumulative statement covering the contract year. Such statement shall contain information as the College deems necessary, and the statement shall include details of all sales/revenues of the Contractor's operations conducted hereunder. The report

shall also show all expenditures (labor, food, direct and indirect expenses). The report shall be submitted to the College's designated representative by the 15th of the following month.

### **Financial Credit**

The Contractor shall operate on its own financial credit and shall furnish at its own expense all food and beverage items. Under no circumstances may shipments be made or invoiced to the College.

## **STAFFING**

### **Management Structure and Support Personnel**

#### **Personnel**

Contractor shall at all times provide competent personnel to operate Cafeteria facilities and provide courteous service to patrons.

The College reserves the right to:

- Review and approve the credentials and qualifications of all personnel recommended by the Contractor for managerial posts.
- Interview and have input in the selection of direct management and on-campus supervisory personnel.
- Have input into the annual performance evaluation of the Manager and on-campus staff.
- Require the removal of the Manager or any on-campus staff deemed unsatisfactory by the College.

#### **Employee Conformance**

Contractor employees must strictly adhere to the rules, regulation and policies of the College. Failure to comply with such rules, regulations or policies will be grounds for immediate termination of the Contract, or other remedies available to the College under law or equity.

#### **Employment for Students**

College students shall have right of first refusal for jobs that may be available to serve the cafeteria. Contractor may hire from the general labor market if sufficient student employees cannot be employed.

## **PHYSICAL STRUCTURE / FURNISHINGS**

The Contractor is granted access to the Student Center at times mutually agreeable with the College and reasonably necessary for the purposes of clean-up, maintenance, inventory and preparation for opening, as well as access to the Student Center loading dock in order to accept deliveries, make shipments and dispose of garbage.

The current cafeteria operation site occupies approximately 6500 square feet which is offered to the successful contractor "as is."

#### **Utensils and Kitchenware**

The Contractor shall provide and maintain a sufficient quantity of expendable service ware to provide the required service. The College reserves the right to evaluate and approve samples of the serving ware to be provided. The College may provide such other equipment as may be necessary for proper service. The Contractor's proposal must include a detailed list including budgetary estimates. The Contractor shall provide the College with an accurate inventory of these items upon request.

#### **Equipment and Furnishings**



The College will provide access upon request to all necessary equipment and facilities for the use of the Contractor.

**Pest Control**

The College will provide pest control treatments to the areas operated by Contractor. This pest control will be at least monthly and more often as required. It is the responsibility of the Contractor to inform the College Cafeteria representative of the need for pest control treatments.

**College Insurance**

The College will only provide fire and extended coverage insurance for the College owned equipment and facilities and will provide Workers' Compensation and Employee Liability coverage for student workers

**Garbage Removal**

The College will provide trash and garbage removal from the garbage pick-up area. It will be the Contractor's responsibility to deposit the trash and garbage at the pick-up location by the times specified by the College.

**Damage to the Premises**

The Contractor will assume full responsibility for any damage to the College equipment or premises caused by the negligent or intentional act/omissions of the Contractor's employees, agents, or officers.

**TERMS AND CONDITIONS**

**Term of Contract**

The required services are to commence no later than August 15, 2024 or a date to be agreed upon by or between the College and the Contractor. The resulting contract will be for an initial period of one (1) year with the option to reevaluate the Cafeteria operations and extend the contract for an additional twelve (12) month period. The contract shall not bind, nor purport to bind, the College for any contractual commitment beyond the agreed upon or extended contract period. If the College does not intend to award the option to renew, it will provide the Contractor with written notice not later than sixty (60) days prior to the contract ending date.

**Termination Provision**

The contract may be terminated by either party by giving a sixty (60) day written notice to the other party. Further, in the event that the Contractor shall fail to carry out and comply with covenants, conditions and agreements to be performed by it, or shall fail to comply with any regulations adopted by the College, the College shall notify the Contractor of such failures or defaults and demand in writing that the same shall be remedied within ten (10) days after written notice. In the event of failure of the Contractor to remedy the same within the said ten (10) day period, the College shall have the right to immediately cancel and terminate the contract without further notice. In such case, it will be incumbent on the Contractor, if required by the College, to continue operation until replaced by a new Contractor.

Department of Health inspections violations resulting in closure of Cafeteria operations shall be cause for immediate termination of any contract resulting from this RFP.

Upon termination of this agreement, the College shall conduct a physical inventory of all capital equipment and inspect the premises. The Contractor shall surrender the buildings and capital equipment in the same condition as at the start of the agreement, except for ordinary wear and tear and loss or damage by fire and other perils covered by the College's fire and extended coverage policy, acts of God and theft by persons other than the employees of the Contractor without negligence on the part of it or its employees.

**Contractual Relationship**

Due to the anticipated complexities of this contractual relationship, the College reserves the right to re-evaluate



service deliverables with the successful Contractor and negotiate final contract terms and conditions deemed to be most advantageous to the College.

**Contract Status**

The response to this RFP will be considered as an offer to contract.

**SELECTION CRITERIA**

**1. General**

The Contractor will be selected on the basis of which proposal is, in the opinion of the College, in the best interest of the College. Factors considered will include, but are not necessarily limited to, pricing, services offered, quality, experience, marketing capabilities, creativity, and the ability to perform efficient, economical operations. In addition, Contractor performance records, management experience, the response to this RFP, and service related performance capabilities will be reviewed. The decision of the College is final. The College reserves the right to reject any and all proposals or parts thereof, and to waive informalities in the proposals received.

Contractors are encouraged to submit any additional information or comments they wished considered. Additional information should be included as a separate appendix to the proposal.

**Contractor Evaluation**

The Contractor's submission will be evaluated on the following points and should contain the following elements:

**50% Menu & Food Origin**

- Sample two week Grab-n-Go food menu with pricing.
- Sample snack menu with pricing to include healthy options.
- Description of any unique food or beverage options the contractor would like to propose that are within the spirit of this RFP.

**25% Management & Staffing**

- Name and resume of proposed Cafeteria Manager.
- Staffing plan, staffing requirements and training program for employees. Include plan for College students as employees.
- Demonstrated success in operating a restaurant, food truck or other food service operation.

**25% Financial**

- Evaluation based on the financial interest of the students. Students require affordable options in both food and beverage selections.

**VII. References**

References must be included within submission of proposal. Three (3) customers who have had operations for at least the past two (2) years, with contact names and telephone numbers. Alternatively, a list of current retail location(s) and number of years in business will be accepted.

## **NOTICE TO PROPOSERS**

Rowan College at Burlington County is soliciting proposals and qualifications for **RFP#-25-5 Food Service Provider**.

- 1. Proposal Summary Cost Sheet. (Mandatory)**
- 2. Non-collusion Statement. (Mandatory)**
- 3. Conflict of Interest. (Mandatory)**
- 4. Stockholder Disclosure Statement. (Mandatory)**
- 5. Form related to the Certificate of Compliance with Affirmative Action. (Mandatory)**
- 6. Affirmative Action Language for Procurement, Professional, and Service Contracts. Submit Copy of State Certificate of Employee Information Report. (Mandatory).**
- 7. Acknowledgement of Receipt of Addenda. (Mandatory)**
- 8. Compliance with New Jersey Business Entity Regulations.**
  - Contractor 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-20.13 (P.L. 2005, c. 271, section 3) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**FAILURE TO INCLUDE ALL DOCUMENTS/INFORMATION AS REQUESTED WITHIN THESE  
PROPOSAL SPECIFICATIONS WILL BE CAUSE FOR REJECTION OF PROPOSAL.**

**THE FOLLOWING ITEMS SHOULD BE INCLUDED WITH YOUR PROPOSAL SUBMISSION, HOWEVER, THESE DOCUMENTS MUST BE PROVIDED PRIOR TO CONTRACT AWARD.**

- 9. Disclosure of Activities in Iran. (Mandatory)**
- 10. Certificate of Insurance. (must have College named as additionally insured by contract award date.)**
- 11. Copy of Business Registration Certificate.**
  - Vendors conducting business with any State agency including Rowan College at Burlington County will be required to be registered with the New Jersey Division of Revenue. The vendor will be required to submit, as part of a public proposal or prior to issuing a purchase order, a Business Registration Certificate issued by the Department of Treasury, Division of Revenue, with the State of New Jersey.
- 12. W-9 Request for Taxpayer Identification Number and Certification (vendor to attach)**
- 13. RCBC General Terms & Conditions (if any exceptions are noted)**
- 14. Two copies of your proposal (one-original and one-duplicate) & 1 Electronic proposal.**

**PROPOSAL CHECKLIST**

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP.

Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

- Business Registration Certificate  
(Provide prior to contract award) \_\_\_\_\_
- Acknowledgement of Receipt of Addenda  
(Mandatory Acknowledgement with proposal if Addenda are issued) \_\_\_\_\_
- Non-Collusion Affidavit  
(Mandatory Provide with proposal) \_\_\_\_\_
- Stockholder Disclosure  
(Mandatory Submittal with proposal or proposal shall be rejected) \_\_\_\_\_
- Complete the Affirmative Action Statement and  
Read Mandatory Equal Employment Opportunity Language \_\_\_\_\_
- Awarded Contractor must submit the Employee  
Information Certificate prior to award of contract \_\_\_\_\_
- Read Americans with Disabilities Act  
Mandatory Language \_\_\_\_\_
- Iran Certification  
(Provide with proposal) \_\_\_\_\_
- Signed Insurance and Indemnification Certification  
(Must be completed and submitted) \_\_\_\_\_

**PROPOSAL INFORMATION DATES AND**  
**DEADLINES SCHEDULE**  
**OF EVENTS**

**a) QUESTIONS:**

All questions must be submitted in writing via email, ([purchasing@rcbc.edu](mailto:purchasing@rcbc.edu)) to Randy Normand, Purchasing Manager, Rowan College at Burlington County, **no later than Tuesday April 30, 2024 by 2:00 p.m.**

Should any questions be received, an addendum/clarification statement will be issued and distributed no later than **Friday, May 3, 2024**. If an addendum/clarification statement is issued, **it MUST be acknowledged** on the vendor’s proposal with submission form.

**b) SUBMISSION:**

Each proposer submitting a proposal will deliver or cause to be delivered the required elements of the proposal package, 2 copies (one original/one photocopy, **plus an electronic version**) sealed in the envelope and clearly marked as a **proposal response with its proposal number affixed thereto**, to:

**ROWAN COLLEGE at BURLINGTON COUNTY**

**Attention: Purchasing Department**

**Evans Hall, Room 180**

**900 College Circle**

**Mount Laurel, New Jersey, 08054**

**RFP# 25-05**

An electronic copy of the proposal must be either a flash drive included within the envelope submission, or emailed directly to: [rnormand@rcbc.edu](mailto:rnormand@rcbc.edu)

**c) RFP Timeline**

<b>Non Mandatory Pre-Bid Walkthrough</b>	<b>Monday, April 29, 2024 2:00 pm</b>
<b>Deadline for Submitting Questions</b>	<b>Tuesday, April 30, 2024 2:00 pm</b>
<b>Answers Provided via Addendum</b>	<b>Friday, May 3, 2024 2:00 pm</b>
<b>RFP Due/Proposal Opening</b>	<b>Tuesday, May 14, 2024 10:00 am</b>
<b>Evaluation Period and Interviews</b>	<b>May 17-May 24</b>
<b>Board Approval</b>	<b>TBD</b>
<b>Award Date</b>	<b>TBD</b>
<b>Contract Start Date</b>	<b>August 15, 2024</b>

**d) Non-Mandatory, Pre-Bid Walk Though:**

This event will take place on Monday, April 29, 2024 at 2:00 at the Entry to the Student Success Center. Please notify [purchasing@rcbc.edu](mailto:purchasing@rcbc.edu), if possible, in advance so we may conduct sufficient preparations. The tour will be conducted by Marr Farr, Chief Operational Officer.

## PROPOSAL REQUIREMENTS

### 1. PREPARATION OF PROPOSAL:

- a. The proposer shall submit proposals in single copy on the Proposal Summary, which is bound in the specifications' documents. State all amounts both in writing and figures, where so indicated. Write all signatures in longhand; print or type all pertinent information, exclusive of signatures. The proposer must initial any alterations or erasures. Proposals shall not be detached from the specifications. Unit prices shall prevail. Proposers shall make copies for their use.
- b. Proposers shall include in the proposal a sufficient amount to cover the cost of any and all work called for in an Addendum or other instructions issued during the bidding period. Such work shall automatically become a part of the Contract.
- c. Proposals may be rejected if they contain uncalled-for items, additions, omissions, erasures, alterations, irregularities of any kind (except arithmetical errors).
- d. A proposer may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for opening of the proposal. Any proposer exercising the privilege of so withdrawing his proposal or proposals waives all claims that may arise.

### 2. DELIVERY OF PROPOSALS:

- a. Proposals shall be placed in envelopes, sealed, and shall bear on the outside the name and address of the proposer as well as the designation of the contract. If forwarded by mail, the proposal shall be placed in the standard envelope, sealed, and placed in a second envelope addressed:

**ROWAN COLLEGE at BURLINGTON COUNTY**

**Attention: Purchasing Department**

**900 College Circle, Evans Hall/Room 180**

**Mount Laurel, New Jersey 08054**

Mailed proposals will be received at its offices until the time set in the advertisement.

- b. In the event that the College is closed due to inclement weather on the date and time set for proposal opening in the advertisement, all vendors will be notified by certified mail of the rescheduled proposal opening date and time, as set forth in another legal advertisement. Notice will be sent to all previously notified vendors and those who submit timely proposals by virtue of the original advertisement. No proposals will be opened prior to the rescheduled proposal opening date and time.
- c. No responsibility shall be attached to any person or persons for the premature opening of any proposals not properly identified.
- d. Only proposals which are signed by the company, corporation or individual that procured specifications and plans in said company, corporation or individual name will be accepted.
- e. All proposals will be accepted at the office of Business Operations, Rowan College at Burlington County until the time/date set in the advertisement.
- f. Proposals received after the time/date set for the public opening will be returned unopened.

- g. The Contractors are responsible to assure the Proposal Proposals are received at Rowan College at Burlington County at the advertised time and place.

3. NON-COLLUSION STATEMENT:

- a. Rowan College at Burlington County requires as a condition precedent of acceptance of proposals a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. The form for this sworn statement is included in the proposal and must properly be executed in order to have the proposal considered. Failure to execute the Non-collusion Statement will automatically disqualify the proposal.

4. CONFLICT OF INTEREST STATEMENT:

- a. Corporations and partnerships bidding on public contracts are required to submit a list containing the names and addresses of all stockholders in the corporation or partnership who own 10% or more of a corporation's stock.

5. AFFIRMATIVE ACTION:

- a. Vendor/Contractor is required to comply with Affirmative Action Requirements. See attached Affirmative Action Requirements and Language.

6. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN:

- a. Rowan College at Burlington County requires pursuant to N.J.S.A. 52:32-55, any person or entity that submits a proposal or proposal or otherwise proposes to enter into or renew a contract must complete two (2) certifications to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran.

7. INSURANCE REQUIREMENTS:

The successful vendor shall secure and maintain in force, for the term of the contract, liability insurance as provided herein. The successful vendor shall provide Rowan College at Burlington County with current certificates of insurance for all coverages and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after 30 days written notification to the Purchasing Coordinator for Rowan College at Burlington County.

**The insurance to be provided by the successful proposer shall be as follows:**

1. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability/\$2,000,000 aggregate.
2. Umbrella Liability Coverage of \$5,000,000 per occurrence and in the aggregate.



3. Comprehensive General Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000 combined single limits.
4. Worker's Compensation Insurance applicable to laws of the State of New Jersey And Employers Liability Insurance with a limit of not less than \$1,000,000.
5. Professional Liability (if applicable) with minimum limits of \$1,000,000 per occurrence.

The successful vendor, upon notice of award of contract, must provide a certificate of such insurance as proof of coverage to the Purchasing Department at Rowan College at Burlington County within (7) days after notice of award of contract and periodically during the course of a multi-year contract.

#### 8. NEW JERSEY BUSINESS REGISTRATION

All proposers shall comply with (P.L. 2004, c57) Business Registration Act and proof of their registration with the New Jersey Department of Treasury, Division of Revenue, shall be submitted with proposal.

N.J.S.A. 52:32-44, imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1)the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3)during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

#### 9. DISCLOSURE OF CONTRIBUTIONS TO ELEC

Vendor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L.2005, c.271,s3) if the vendor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Vendors responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### 10. ALTERNATE BIDDING:

- a. If bidding on any item which is other than the make and/or model specified, the proposer shall so indicate and must include data to indicate clearly wherein the equipment proposed differs from the specification requirements. Alternate proposals must be approved equals. Without supporting data, alternate proposals will not be considered.

#### 11. PROPOSAL SUMMARY:

- a. Answers to all questions, if requested, shall be completed. The Proposal Summary must be completed, as indicated.

#### 12. WARRANTY PERIOD

- a. Proposers are required to furnish warranty periods if applicable.

## GENERAL INFORMATION

1. AUTHORITY OF ROWAN COLLEGE AT BURLINGTON COUNTY:

- a. On all questions concerning the interpretation of specifications, acceptability, quality of materials or items furnished and work performed, the classification of material, the execution of the work and the determination of payment due or to become due, the decision of the Rowan College at Burlington County Board of Trustees shall be final and binding.

2. CONTENTS OF PROPOSAL FORMS:

- a. Prospective proposers are furnished herein with blank proposal forms, in which are shown the type of materials or work, estimated quantities, location of deliveries, date of completion, and required forms to be completed. Forms should be submitted in the order of presentation within this RFP.
- b. All papers bound with or attached to the Proposal are a necessary part thereof, and shall not be detached or altered.

3. EXAMINATION OF PROPOSAL SPECIFICATIONS:

- a. The proposer shall carefully examine the proposal and the contract forms for the materials/services contemplated. The proposer shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the materials/services to be furnished and the requirements of the Proposal Requirements and the Award and Execution of Contract. The submission of a proposal shall be conclusive evidence that the proposer has made examination of the aforementioned conditions.

4. PUBLIC OPENING OF PROPOSALS:

- a. Proposals will be opened publicly and read at the place designated by Rowan College at Burlington County on the date and hour set in the advertisement. Proposers or their authorized representatives are invited to be present.

5. CONSIDERATIONS OF PROPOSALS:

- a. After the proposals have been opened and read, the proposal prices will be compared, and the result of such comparisons will be made available to the public. Comparisons of the proposals will be based on the correct summation of items at the prices proposal; unit prices shall prevail.
- b. The right is reserved to waive technicalities, to reject any or all proposals, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work if in the judgment of Rowan College at Burlington County or its Board, the best interest of the College will be promoted thereby.

6. DISQUALIFICATION OF PROPOSERS:

- a. Any one (1) or more of the following causes shall be considered as sufficient for the disqualification of a proposer and the rejection of his proposals:
  - 1.) More than one (1) proposal for the same contract from an individual.
  - 2.) Evidence of collusion among proposers.
  - 3.) Unsatisfactory performance record as shown by past experiences with Rowan College at Burlington County.

- 4.) If the unit prices are obviously unbalanced, either in excess or below reasonable cost analysis values.
- 5.) If there are any unauthorized additions, interlineations, conditional or alternate proposals or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- 6.) Failure to complete and include with the proposal response all required documents.

7. LAWS TO BE OBSERVED:

- a. The Contractor is presumed to know and shall strictly comply with all national, state, or county laws, and city or town ordinances and regulations in a manner affecting the conduct of the work. The Contractor shall indemnify and save harmless the State of New Jersey, the County of Burlington, Rowan College at Burlington County, and all Officers, Agents, and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees, or decrees whether by himself or by his employees.

8. PERMITS AND LICENSES:

- a. All necessary permits, licenses, insurance policies, prequalification, etc., required by local, state or federal laws shall be provided by the Contractor at his own expense.

9. EMERGENCY TERMINATION OF CONTRACT:

- a. Due to restrictions which may be established by the United States Government on material, equipment, or work, a contract may be terminated by the cancellation of portions of the contract.
- b. In the event that the Contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of Rowan College at Burlington County, it is impractical to substitute other materials that are available, or that the work cannot be completed within a reasonable time, the incomplete portions of the work may be canceled, or the contract may be terminated by mutual agreement. Rowan College at Burlington County may require the completion of items of the work not covered by Government Restrictions prior to such termination.

10. TAX EXEMPTION:

- a. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to Rowan College at Burlington County. If the shipping papers show clearly that any such material or equipment is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475(b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Contractor. Each proposer shall take this exemption into account in calculating his proposal for his work.
- b. Rowan College at Burlington County is exempt from all state or local sales or use tax.

11. PATENTED DEVICES, MATERIALS AND PROCESSES:

- a. The contractor shall provide for the use of any patented design device, material or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner and shall file a copy of this agreement with Rowan College at Burlington County.

## AWARD AND EXECUTION OF CONTRACT

1. AWARD OF CONTRACT:
  - a. Within sixty (60) days from the date of opening proposals, the contract will be awarded or the proposals rejected.
2. EXECUTION OF CONTRACT:
  - a. The proposer to whom the award is made shall furnish a good and sufficient bond within (10) days after the date of official notice of the award of the contract, if required.
  - b. Upon submission of the required documents to the College, the College will forward a contract to the successful vendor(s) to be executed by an authorized official.
3. PROPOSAL SPECIFICATIONS TO BE INCLUDED IN CONTRACT:
  - a. In all cases the Contract will be awarded on the basis of the proposal submission and the proposal specifications will be part of the contract and be the overriding document on any conflict.
4. FUND AVAILABILITY:
  - a. This contract is subject to the availability and appropriation of sufficient funds as maybe required to meet the extended obligations.
5. CONTRACTUAL LIABILITY (Hold Harmless):
  - a. The Contractor shall be responsible for any and all injury due to damage to any person and/or property including loss of human life, arising directly or indirectly from or in connection with work performed or to be performed under this contract, including extra work and shall hold Rowan College at Burlington County and its employees harmless of any and all loss or damage from such injury, damage or death and shall defend any such claims asserted or suit brought against Rowan College at Burlington County or its employees thereon, and
  - b. shall pay any judgment against Rowan College at Burlington County and its employees resulting in any such suit; provided, however, that Rowan College at Burlington County and its employees shall have the right at its option to participate in any such litigation without, however, relieving the Contractor of its obligations.
6. TERMINATION ON NOTICE:
  - a. In the event of a material breach or failure of performance of any of the terms and conditions of the Contract by either party, the other party may, by giving not less than ninety (90) days written notice to the party in default, cancel and terminate the Contract as of the date specified in the notice, notwithstanding that such date is earlier than the originally intended expiration date. The party to whom notice is given may request an expiration date. The party to whom notice is given may request a pre-termination hearing within fifteen (15) days of such request if such request is communicated to the other party within fifteen (15) days of receipt of notice of termination. At such a hearing, the parties may agree that the party in default shall have a reasonable opportunity to cure the defective performance complained of. In the event that the decision is to terminate the Contract pursuant to this paragraph, the parties shall each comply with all requirements and obligations of the Contract pertaining to its expiration.

- b. The contractor and the surety shall hold and save harmless the State of New Jersey, the County of Burlington, Rowan College at Burlington County, their Officers or Board from any and all claims because of the use of such patented design, device, materials, or process in connection with the work agreed to be performed under this contract.

7. PAYMENTS:

- a. Payment will be made within 60 days upon delivery of materials/services and receipt of a properly certified and tabulated invoice. All invoices shall include Purchase Order Number and Item Number in these specifications or from the purchase order. Invoices shall be submitted to the Attention of **Accounts Payable, [ap@rcbc.edu](mailto:ap@rcbc.edu)**.

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each proposer must acknowledge the receipt of addenda if issued. Failure to acknowledge addenda shall cause your bid/proposal to be rejected. Acknowledgement of Receipt of Addenda must be included with the submitted proposal/bid.

Acknowledged for: \_\_\_\_\_  
(Name of Proposer)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**NON-COLLUSION STATEMENT**

Date: \_\_\_\_\_

**Rowan College at Burlington County  
Purchasing Department-Randy Normand  
Evans Hall, Room 180  
900 College Circle  
Mount Laurel, NJ 08054**

To Whom It May Concern:

This is to certify that the undersigned proposer has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal submitted to Rowan College at Burlington County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Signature:** \_\_\_\_\_

Corporate Seal:

Attest by: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission Expires: \_\_\_\_\_

Notary Public

**THIS STATEMENT MUST BE COMPLETED AND SIGNED**

## **STOCKHOLDER DISCLOSURE CERTIFICATION**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid.

The Attorney General has concluded that the provisions of N.J.S.A. 52:2524.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Contractors are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the proposer to submit the required information is cause for automatic rejection of the bid.

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall be Included with Proposal Submission**

Name of Business: \_\_\_\_\_

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

**Check the box that represents the type of business organization:**

- Partnership                       Corporation                       Sole Proprietorship
- Limited Partnership               Limited Liability Corporation       Subchapter S Corporation
- Limited Liability Partnership

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: _____	Name: _____
Home Address: _____	Home Address: _____
Name: _____	Name: _____
Home Address: _____	Home Address: _____
Name: _____	Name: _____
Home Address: _____	Home Address: _____

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

(Notary Public)

My Commission Expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 AND N.J.A.C. 17:25**  
**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the College and Division of Public Contracts Equal Employment Opportunity Compliance. Each vendor/contractor shall submit to the College, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the College and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA Program? Yes  No**   
**If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the College as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval? Yes  No**   
**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the College. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA-302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance). The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the College. The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: 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 by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor 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 and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**



**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and Rowan College at Burlington County (hereafter “College”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the College pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the College in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the College, its agents, servants, and employees from any and against all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or uncured in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the College which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the College, or if the College incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The College shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the College or any of its agents, servants, and employees, the College shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the College of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the College pursuant to this paragraph.

It is further agreed and understood that the College assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in the Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## Disclosure of Investment Activities in Iran

**Person or  
Entity**

### Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER**  
**BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

*I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.*

**OR**

*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.*

### Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that **Rowan College at Burlington County** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **College** to notify the **College** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with **Rowan College at Burlington County** and that the **College** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

## INSURANCE AND INDEMNIFICATION REQUIREMENTS AND CERTIFICATION

If it becomes necessary for the vendor, either as principal or by agent or employee, to enter upon the premises or property of the College, the vendor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The vendor further covenants and agrees to indemnify and save harmless the College from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any College regulation, ordinance or the laws of the State, or the United States while said work is in progress.

**The insurance to be provided by the successful proposer shall be as follows:**

1. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability/\$2,000,000 aggregate.
2. Umbrella Liability Coverage of \$5,000,000 per occurrence and in the aggregate.
3. Comprehensive General Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000 combined single limits.
4. Worker's Compensation Insurance applicable to laws of the State of New Jersey And Employers Liability Insurance with a limit of not less than \$1,000,000.
5. Professional Liability (if applicable) with minimum limits of \$1,000,000 per occurrence.

**In all cases where a Certificate of Insurance is required, Rowan College at Burlington County is to be named as an additional insured and named as the certificate holder as follows: Rowan College at Burlington County, 900 College Circle, Mount Laurel, NJ 08054. The certificate shall contain a 30-day notice of cancellation.**

### WAIVER OF SUBROGATION CLAUSE

Vendor, as a material part of the consideration to be rendered to the College, hereby waives all claims against the College for damages to the goods, wares and merchandise in, upon or about said premises, and vendor will hold the College exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the vendor or from failure of the vendor to keep the premises in good condition and repair as herein provided.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS**

The following terms and conditions apply to all contracts, purchase orders or purchase agreements made with Rowan College at Burlington County unless specifically deleted on this form. Vendors submitting proposals to the College must cross out any provisions they do not agree to meet. Any cross out or change in the College's terms and conditions will be a factor in determining an award of contract or purchase agreement.

Vendors are notified by this statement that all terms and conditions will become a part of any contract or purchase order awarded as a result of a request for proposal/bid whether stated in part, in summary, or by reference. In the event a vendor's terms or conditions conflict with a state law and/or the College's terms and conditions, the state law or College's terms and conditions will prevail. Also, a vendor's acceptance of a College purchase order constitutes acceptance and compliance with all of the College's General Terms and Conditions.

### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS**

- 1.1 CORPORATE AUTHORITY-N.J.S.A. 14A:13-3** requires that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey.
- 1.2 ANTI-DISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE** -All parties to any contract with Rowan College at Burlington County agree not to discriminate in employment and agree to abide by all anti- discrimination laws including those contained in N.J.S.A 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.
- 1.3 PREVAILING WAGE ACT**-The New Jersey Prevailing Wage Act P.L. 1963, Chapter 150 is hereby made a part of every contract entered into on behalf of Rowan College at Burlington County except those contracts which are not within the contemplation of the Act. The vendor's signature on this proposal guarantees that neither the firm nor any subcontractors employed to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of that Act.
- 1.4 1.3(a) PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or 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. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lssc/lspubcon.html>. **AMERICANS WITH DISABILITIES ACT** - The contractor 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.
- 1.5 WORKER AND COMMUNITY RIGHT TO KNOW ACT**-The Worker and Community Right to Know Act P.L. 1983, Chapter 315; N.J.S.A. 34:5A-1 et seq., required employers to label all containers of hazardous substances by March 29, 1985. Additionally, it required employers to label all containers on their premises by August 29, 1986. Proper compliance shall be deemed a term and condition of any College purchasing contract.
- 1.6 OWNERSHIP DISCLOSURE**-P.L. 1977 Chapter 33 stipulates that a contract for any work, goods, or services cannot be issued to any firm unless prior to or at the time of bid submission the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interest.
- 1.7 COMPLIANCE-STATE LAWS**-It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed by and construed in accordance with the laws of the State of New Jersey. The laws of the State of New Jersey shall determine the rights and obligations of the parties hereto.
- 1.8 COMPLIANCE-LAWS**-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.
- 1.9 BUSINESS REGISTRATION** – As a condition to entering into a State contract, effective January 18, 2010, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the bidder and each

subcontractor named in the bid proposal has a valid Business Registration Certificate on file with the Division of Revenue.

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 their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>.

- 1.10 BUSINESS REGISTRATION CERTIFICATE-** Vendors conducting business with any State agency including Rowan College at Burlington County will be required to be registered with the New Jersey Division of Revenue.

The vendor will be required to submit, as part of a public bid or prior to issuing a purchase order, a Business Registration Certificate issued by the Department of Treasury, Division of Revenue, with the State of New Jersey.

- 1.11 BUSINESS ENTITY REGULATIONS, P.L. 2005, CHAPTER 271-**On January 5, 2006, Governor Codey signed into law P.L. 2005, c. 271 (hereafter, Chapter 271). A key element of this law mandates that, at least ten days prior to entering into a contract/purchase order over \$17,500 in value, state agencies, counties, municipalities independent authorities, boards of education and fire districts must require business entities to submit a disclosure of certain political contributions that is separate and different from the disclosure required by E.O. 134 (P.L. 2005, c. 51). The new Chapter 271 applies to all unadvertised contracts in excess of \$17,500 including waived contracts and contracts entered into under an agency's delegated purchase authority. Exempted from this obligation are contracts that are publicly advertised and contracts where a public emergency requires the immediate delivery of the goods or services.

- 1.12 MANDATORY ELEC DISCLOSURE REQUIREMENT, P.L. 2005, CHAPTER 271 -**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-20.13 (P.L. 2005, c. 271, section 3) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **2. LIABILITIES**

**LIABILITY-COPYRIGHT-**The vendor shall hold and save Rowan College at Burlington County and its officers, agents, students, and employees harmless from liability of any nature or kind for or on account of the use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of any contract awarded pursuant to this proposal or purchase order.

**INDEMNIFICATION-**The vendor shall assume all risk of and responsibility for any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract; and additionally agrees to indemnify, defend, and save harmless Rowan College at Burlington County and its officers, agents, students, and employees from and against such proceedings. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

**INSURANCE-**The successful vendor shall secure and maintain in force, for the term of the contract, liability insurance as provided herein. The successful vendor shall provide Rowan College at Burlington County with current certificates of insurance for all coverages and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after 30 days written notification to the Office of Administrative Services for Rowan College at Burlington County.

The insurance to be provided by the successful bidder shall be as follows:

- 1. Comprehensive General Liability** policy as broad as the standard coverage form currently in use in the



State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000 per occurrence for bodily injury liability, \$1,000,000 per occurrence for property damage liability, and \$3,000,000 Umbrella Liability per occurrence and aggregate.

2. **Comprehensive General Automobile** Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000 combined single limits.
3. **Worker's Compensation Insurance** applicable to laws of the State of New Jersey and Employers Liability Insurance with a limit of not less than \$1,000,000.
4. **Professional Liability Insurance** (if applicable) with minimum limits of \$1,000,000 per occurrence.

Upon request, the successful vendor will provide certificates of such insurance to the Purchasing Department within seven (7) days prior to the start of the contract or Notice to Award and periodically during the course of a multi-year contract.

**BONDS-** Bid, Consent of Surety, Performance and Payment Bonds shall be submitted IF required in the bid documents and General Terms and Conditions.

**Bid Bond: Bid bond for 10% of proposal amount, Certified or Cashier's check. Not to exceed \$20,000 unless Construction Related Projects-** If requested by the College, all participating contractor(s) shall submit a bid bond in the amount of ten percent (10%) of the annual guarantee amount proposed by the Contractor, not to exceed \$20,000, for the first year of the contract unless it is a construction related project. The guarantee shall be submitted in the form of a bid bond from a surety licensed to do business in the State of New Jersey, or a certified check drawn on a reputable banking institution and made payable to Rowan College at Burlington County.

**Consent of Surety (certification from a Surety Company to ascertain that a Performance Bond and Payment Bond can be obtained)**

**Performance Bond:** If requested by the College, upon Execution of the Contract, the contractor must deliver to the College an executed standard Performance Bond, with approved surety, payable to the College, in the amount of the annual guarantee for the first year of the contract. It is understood that the Bond shall be guaranteed for the faithful performance by the Contractor of its obligations now or hereafter-contained in the contract. The sureties of all Bonds shall be of such Surety Company or companies as are reasonably approved by the College and are licensed to transact business in the State of New Jersey. No Contract shall be deemed in effect until the bond has been approved by the College. Said Performance Bond shall remain in effect throughout the term of the Contract, any extensions thereof, and for at least 90 days after termination of the contract.

### 3. TERMS GOVERNING ALL PROPOSALS TO ROWAN COLLEGE AT BURLINGTON COUNTY

**CONTRACT AMOUNT-**The amount of any contract negotiated, as a result of this proposal shall not be construed as either the maximum or the minimum amount, which the College shall be obligated to order.

**CONTRACT PERIOD AND EXTENSION OPTION-**If, in the opinion of the Office of Administrative Services it is in the best interest of the College to extend any contract awarded as a result of this proposal for a period of all or any part of a year, the vendor will be so notified of the intent at least 30 days prior to the expiration date of the existing contract. If the extension is acceptable to the vendor, at the original prices and on the original terms, notice will be given to the vendor by the College's Office of Administrative Services in writing. Unless otherwise specified in such cases, a new Performance Bond may be required of the vendor on a pro rata basis of the original Performance Bond to cover the period of the extension.

#### **VENDOR RIGHT TO PROTEST INTENT TO AWARD**

- a. Except in cases of emergency, vendors have the right to protest the College's award of the contract as announced in the Notice of Intent to Award. Unless otherwise stated, a vendor's protest must be received no later than ten (10) days after the date on the Notice of Intent to Award.
- b. A protest must be in writing and delivered to the Secretary of the Board of Trustees (President of the College)

with copies sent to the Office of Administrative Services and the apparent Successful Contractor/Bidder, as indicated in the Intent to Award notification. Based on Board Policy 809, the petition must include the specific grounds for challenging the award.

c. Contents of Petition

The petition must:

- (a.) state the name, address, e-mail address, and telephone number of each petitioner;
  - (b.) identify the College's Bid or RFP number, and also, if applicable, identify the decision maker(s) whose determination or action is being challenged and, where the challenged determination has been reduced to writing, include as an exhibit a copy of the determination;
  - (c.) state the sections of Title 18A under which the controversy has arisen;
  - (d.) if the petition challenges the award or non-award of a contract under Section 3.2, the petition, which may only be filed by a vendor who has submitted a proposal in response to an advertised RFP, shall state the specific grounds for challenging the intended contract award, including all arguments, materials and/or other documentation that may support the protester's position that the contract award should be overturned;
  - (e.) a statement as to whether the protester requests an opportunity for oral presentation and the reason(s) for the request.
- d. The Board Secretary may disregard a protest not containing all of the items set forth in Board Policy 809 Section 3.3 (a) through (e) (also listed above) and may disregard a protest of any award filed after the ten day protest period, after which time the contract may be awarded.

**TERMINATION OF CONTRACT**

**A. Change of Circumstances:**

1. Where the circumstances or needs of the College significantly change or the contract is otherwise deemed no longer to be in the public interest, the Office of Administrative Services may terminate the contract.
2. The vendor must, where practicable, be given 30 days written notice and an opportunity to respond.

**B. For Cause:**

1. Where a vendor fails to perform or comply with a contract and fails to comply with the College's complaints, the Office of Administrative Services may terminate the contract subsequent to ten days' written notification to the vendor and an appropriate opportunity for the vendor to respond.
2. When a vendor executes a contract poorly as evidenced by formal complaint, late delivery, and poor performance of service, short-shipping etc. The Office of Administrative Services may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for response. In exceptional situations the Office of Administrative Services may reduce the period of notification and discretionary dispense with an opportunity to respond.

**C. Availability of Funding**

1. The College obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made, where practicable, the vendor will be given 30 days written notice of the College's need to terminate any agreement or contract.

**COMPLAINTS**-Where a vendor has a history of performance problems as evidenced by formal complaints and/or contract cancellation for cause pursuant to 3.B (For Cause), that vendor may be bypassed for any future contract awards unless the vendor submits with proposal documentation:

- A.** An explanation of the past performance difficulties and the reasons for such occurrences.
- B.** An outline of corrective action taken by the vendor to preclude future recurrences of the same or similar problems in the event the vendor is awarded the contract.

**SUBCONTRACTING OR ASSIGNMENT**-The contract may not be subcontracted or assigned by the vendor, in whole or in part, without the prior written consent of the Office of Administrative Services. Such consent, if granted, shall not relieve the vendor of any of his responsibilities under the contract. In the event that a vendor proposes to subcontract for the services to be performed under the terms of the contract award, it shall be stated in the proposal

and a list of subcontractors and an itemization of the subcontract services to be supplied will be attached, for approval prior to award of the contract. Nothing contained in the specifications shall be construed as creating any contractual relationship between a subcontractor and the College.

**PERFORMANCE GUARANTEE OF VENDOR**-The vendor hereby certifies that:

- A. The equipment offered is standard new equipment, is the manufacturer's latest model in production with parts regularly used for the type of equipment offered and that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- B. All equipment operated by electrical current is UL approved.
- C. All new machines are guaranteed for a period of one year from time of delivery and/or installation and that prompt service, as necessary, will be rendered without charge, regardless of geographic location.
- D. Sufficient quantities of parts for the proper service to equipment will be maintained at distribution points and service headquarters.
- E. Trained technicians are regularly employed in the territory to provide service and repairs to equipment within 24 hours or a period of time accepted as customary industry practice.
- F. Any material/equipment rejected for failure to meet the specifications or requirements of the College shall be immediately replaced by the vendor with properly specified equipment/material. Such replacement shall be completely at the vendor's expense.
- G. All services rendered to the College shall be performed in strict and full compliance with the specifications of the contract.
  1. A service contract shall not be considered complete until final approval by the College is rendered.
  2. Payment for services rendered may not be made until final approval is given by the College.
- H. Vendor's obligations under this contract is in addition to the vendor's other expressed or implied assurances under this contract or New Jersey State Law and in no way diminishes any other rights that the College may have against the vendor for faulty material, equipment, or work.

**DELIVERY GUARANTEES**-Deliveries shall be made at such time and in such quantities as ordered in strict compliance with the conditions contained in the contract. The vendor shall be responsible for the delivery of material in first class condition and in accordance with good commercial practice. Items delivered must be strictly in accordance with bid specifications. In the event delivery of goods or services is not made within the time frame specified or under the schedule stipulated in the specifications, the College may obtain the goods or services from any available source and the difference in price, if any, will be paid by the vendor failing to fulfill the commitment.

**RIGHT TO INSPECT VENDOR'S FACILITIES**-The College reserves the right to inspect the vendor's establishment before making an award.

**OFFICE OF ADMINISTRATIVE SERVICES RIGHT TO FINAL ACCEPTANCE**-The Office of Administrative Services reserves the right to reject any or all bids, or to award a contract in whole or in part if deemed to be in the best interest of the College. In case of tie bids, the contract shall be awarded at the discretion of the Office of Administrative Services to the vendor or vendors' best meeting all of the specifications and conditions.

**MAINTENANCE OF RECORD**-The vendor shall maintain records for products and/or services delivered against the contract for a period of three years from the date of final payment. Such records shall be made available to the College upon request.

#### **4. TERMS RELATING TO PRICE QUOTATION**

**PRICE FLUCTUATIONS DURING CONTRACT**-All prices quoted shall be firm and not subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period, the College shall receive the full benefit of such price reduction on any subsequent orders for goods or services. The Office of Administrative Services must be notified in writing of any price reduction within five days of the effective date.

**DELIVERY COSTS**-Unless noted otherwise in the specification, all quoted prices shall include delivery F.O.B. Destination. The vendor shall assume all liability and responsibility for the delivery of merchandise in good condition to Rowan College at Burlington County or any other location specified by the contract/purchase order.

F.O.B. Destination shall be interpreted as platform delivery to the Receiving Department of the College or other receiving point indicated in the contract/purchase order. In certain instances, spot deliveries may be specified and required. No additional freight charges will be payable for transportation costs resulting from partial shipments made for the vendor's convenience when a single shipment is ordered.

**COD TERMS**-Unless otherwise stated COD terms are not acceptable and such contingency shall constitute just cause for automatic rejection of a bid.

**TAX CHARGES**-Rowan College at Burlington County is exempt from the New Jersey sales or use tax pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act N.J.S.A. 54:32B-1 et seq. Additionally, the College is exempt from Federal Excise Tax. An exemption certificate or number is not required for Rowan College at Burlington County to make tax-exempt purchases. An official request on College letterhead or an official purchase order signed by a qualified officer is sufficient proof for the vendor of exemption from paying the sales tax.

Vendors should not include tax charges in their price quotations or on subsequent invoices for purchased goods or services. The College's Federal Employer Identification Number is 22-1825538.

**PAYMENT TO VENDORS**-Payments for goods and/or services purchased by the College will only be made against a valid College purchase order and a legitimate vendor invoice after receipt of contracted items and approval of the invoice for payment.

**CASH DISCOUNTS**-Cash discounts for periods of less than 21 days may be considered as factors in the award of contracts. For purposes of determining the College's compliance with any discount offered:

- A. A discount period shall commence on the date of a properly executed vendor invoice for products and services that have been duly accepted by the College in accordance with terms, conditions and specifications of a valid contract/purchase order. If the invoice is received prior to delivery of the goods or performance of services, the discount period begins with the receipt and acceptance of the goods or completion of services.
- B. The date of the check issued by the College in payment of an invoice shall be deemed the date of the College's response to an invoice for cash discount purposes.

## 5. FORCE MAJEURE

If, because of force majeure, either party hereto is unable to carry out any of its obligations under this contract, other than the obligations to pay money due hereunder, and if such party promptly gives to the other party hereto written notice of such force majeure, then the obligations of the party giving such notice shall be suspended to the extent made necessary by such force majeure and during its continuance, provided that the party giving such notice shall use its best efforts to remedy such force majeure insofar as possible with all reasonable dispatch. The term "force majeure" as used herein shall mean any causes beyond the control of the party affected thereby, such as, but not limited to, acts of God, act of public enemy, insurrections, riots, strikes, lockouts, labor disputes, fire, explosions, floods, breakdowns, or damage to plants, equipment or facilities, embargoes, orders, or acts of civil or military authority, or other causes of a similar nature. Upon the cessation of the force majeure event, the party that had given original notice shall again promptly give notice to the other party of such cessation.

[End of Conditions]