



## **ROWAN UNIVERSITY / RUTGERS CAMDEN BOARD OF GOVERNORS**

RFP # 2023-02

**REAL ESTATE CONSULTANT / MANAGER**

**Issued by**

**Rowan University/Rutgers – Camden Board of Governors**

**RFP Issued: November 6, 2023**

**Vendor Questions Due: November 20, 2023**

**Proposals Due: December 5, 2023**

**Board Meeting: December 12, 2023**

**Conditional Notice of Intent to Award: December 12, 2023**

**Contract Executed: TBD**

**Commencement Date: January 1, 2024**

The above dates are provided to prospective bidders for planning purposes only. These are estimated timeline dates and do not represent firm commitment dates by which the Board will take action.

# ROWAN UNIVERSITY / RUTGERS CAMDEN BOARD OF GOVERNORS

## NOTICE TO PROPOSERS

RFP # 2023-02

### REAL ESTATE CONSULTANT / MANAGER

The Rowan University/Rutgers-Camden Board of Governors (“Board”) is authorized, pursuant to the Rowan University/Rutgers-Camden Board of Governors Act, N.J.S.A. 18A:64M-37 to 38.1, to acquire, by gift, purchase, condemnation or otherwise, own, lease, dispose of, use and operate real property, or any interest therein, which is necessary or desirable for its purposes. In furtherance of its powers and duties, the Board is soliciting proposals (“Proposals”) for a Real Estate Consultant / Manager, as more fully described in the Scope of Services. For additional information, visit the Board’s website at [rurcbog.com](http://rurcbog.com). The Board may be reached via phone weekdays between the hours of 8:30 am to 4:30 pm at (856) 203-6757 or via email at [info@rurcbog.com](mailto:info@rurcbog.com).

One (1) original and two (2) copies of each Proposal, along with a digital copy on a flash drive, must be submitted to the Board’s office at the Joint Health Sciences Center, 201 South Broadway, Suite 440, Camden, New Jersey 08103, on or before **2:00 PM on December 5, 2023 (Eastern Daylight Time)**. Late submissions will be rejected.

All questions regarding this RFP shall be submitted no later than **3:30 PM on November 20, 2023 (Eastern Daylight Time)** to Sandra McAndrew. No telephonic questions or contacts are permitted. All questions must be submitted in writing addressed to Sandra McAndrew at the above address, or email at [info@rurcbog.com](mailto:info@rurcbog.com).

Proposals are being solicited by the Board through a fair and open process in accordance with N.J.S.A. 19:44A-20 *et seq.* The contract will be awarded by the Board at a public meeting, in accordance with the criteria set forth in the Request for Proposals and in accordance with applicable laws. Where applicable, respondents are required to comply with the requirements of N.J.S.A. 10:5-31 *et. seq.* and N.J.A.C. 17:27 *et. seq.*

# GENERAL INFORMATION

## **The Joint Board**

The Board was created by the New Jersey Medical and Health Sciences Education Restructuring Act in August 2012 to foster the City of Camden's significant "eds and meds" presence and leverage the educational and research assets of its two member institutions to support growth in the region's health care capacity. The Board has three overarching objectives.

## **The RFP**

The Board is soliciting Proposals for a Real Estate Consultant / Manager, as more fully described in the Scope of Services contained in Exhibit "A" (the "Services").

The successful bidder will be a qualified business engaged by the Board as an independent contractor to perform the Services.

## **Term**

The successful bidder will perform the service for an initial term of one (1) year. The Board may, in its sole discretion, extend the initial term for up to two (2) additional one-year extensions, or such shorter period as the Board may determine in its discretion.

## **Statement of Qualifications**

All prospective bidders shall submit a Statement of Qualifications. All information submitted by prospective bidders is considered part of their respective Proposals. A prospective bidder is required to inform the Board if there are any material changes to any information submitted as part of its Proposal.

## **Bid Price**

Bidders must submit a fee proposal for the Services. The Board does not reimburse for expenses. The fee proposal shall include an hourly rate with a not-to-exceed annual dollar amount. Bidders may propose an alternative fee arrangement to be considered in the discretion of the Joint Board, but must include an hourly rate.

## **Business Registration**

Bidders must provide as part of their response to this RFP proof of a valid Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730 or online at [State of NJ - Department of the Treasury - Division of Revenue Getting Registered](#).

## **Ownership Disclosure**

Pursuant to N.J.S.A. 52:25-24.2, in the event that the bidder is a corporation, partnership or limited liability company, the bidder must complete and execute an Ownership Disclosure Form and submit it with its proposal. A bidder's failure to submit a completed and executed Ownership Disclosure Form will result in the rejection of the proposal as non-responsive and preclude the award of a contract to the bidder.

In the alternative, to comply with N.J.S.A. 52:25-24.2, a bidder with any direct or indirect parent entity that is publicly traded may submit the name and address of each publically traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publically traded entity as of the last annual filing with the Federal Securities and Exchange Commission, or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also submit links to the websites containing the last annual filings with the Federal Securities and Exchange Commission, or the foreign equivalent, and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.

## **Other Bid Requirements**

Bidders must provide as part of their response to this RFP the following certifications and disclosures:

- Disclosure of Investment Activities in Iran.
- Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- Equal Employment Opportunity/Affirmative Action Evidence.
- MacBride Principles Form.
- Request for Taxpayer Identification Number and Certification (IRS Form W-9).

**To assist bidders, the Board has provided Vendor Forms on its website for use by bidders in complying with all required certifications and disclosures described in this RFP. All such certifications and disclosures must be submitted as part of the bidder's response to this RFP. A bidder's failure to submit the required certifications and disclosures may result in the rejection of the Proposal as non-responsive and preclude the award of a contract to the bidder.**

## **Proposal Evaluation Criteria**

Pursuant to the Board's procurement policy, the following criteria will be used to evaluate the Proposals:

1. The committee evaluating Proposals submitted in response to the RFP will review the information contained in the proposals, any supplemental information provided by bidders, and information gathered during interviews with bidders, if conducted. The evaluation committee will consider the following factors in ranking the Proposals:
  - a) Compliance with the requirements stated in the RFP;
  - b) Qualifications, experience and/or training specific to the engagement;
  - c) Experience performing engagements for public entities, educational institutions, public boards, or institutions involved in health sciences in the State of New Jersey and the City and County of Camden;
  - d) Understanding the requirements of the engagement and presentation of a plan to fulfill such requirements within the time parameters;
  - e) Financial and human resources to perform the engagement;
  - f) Cost to perform the engagement, including reasonableness;
  - g) Registration and qualifications as a small, socially/economically disadvantaged, minority and/or women-owned, veteran-owned and disabled veteran-owned businesses, subject to applicable legal requirements and limitations.
2. Following its receipt of Proposals and the Board's evaluation of the responses, the Board may, in its sole discretion, schedule interviews with some bidders, no bidders, or all bidders, as determined by Board's evaluation committee. These interviews will be for the purpose of clarification, verification of evaluations, review of personnel, etc. Upon a decision to interview a bidder, the Board may ask the bidder being interviewed to include specific personnel from its staff to attend. If selected for an interview, bidders will be contacted to schedule the date and time of the interview.
3. In accordance with applicable law, the Board expressly reserves the right (i) to reject any submission which is not in compliance with the terms of the RFP or any part thereof, (ii) to request clarifications of a document or the contents thereof submitted in response to this RFP, (iii) to terminate this RFP, and (iv) to terminate or modify the process at any time. In addition, the Board reserves the right to allow for a clarification by a bidder, as may be permitted by law and which is in the best

interest of the Board.

4. The Board expressly reserves the right, in its sole and absolute discretion, to waive any non-material provisions or informalities of this RFP in accordance with applicable law.
5. The Board reserves the right, in its sole discretion, to waive minor elements of non-compliance of any bidder's submission with regard to the requirements outlined in this RFP.

## **Contract Award**

1. Award of a contract for the Services will be conditioned on the successful bidder entering into a contract with the Board that will contain, among other provisions specific to the Services, the terms set forth in Exhibit B.

2. The Board reserves the right to solely determine, at any time, not to proceed with or discontinue the Services, or any portion of the Services upon notice if the Board determines that such action is in the Board's best interest based upon budgetary and fiscal considerations.

3. The Board retains the discretion to modify, expand or delete any portion of the Scope of Services outlined in this RFP, in accordance with applicable law.

4. The award of the Contract under this RFP is subject to the approval of the Board at its public meeting.

5. Any bidder attempting to contact government officials (elected or appointed) or any member or staff of the Board in an effort to influence the selection process shall immediately have its proposal summarily rejected and disqualified.

6. Any Proposal submitted in response to this RFP will be considered an offer by the bidder to perform the Services in accordance with the provisions of the RFP. By submitting a Proposal in response to this RFP, the bidder agrees to hold its bid offer open for at least 60 days after the response due date. Any provision in a Proposal that attempts to limit or condition the time that a bid offer is open for consideration by the Board will not be binding on the Board. The Board may, in its sole discretion, and subject to applicable law, upon good cause shown to the Board's satisfaction, allow a bidder to withdraw its bid after submission.

7. Any unsuccessful bidder may protest a contract award by the Board. In order for a protest to be timely, it must be submitted to the Board within ten (10) business days of receipt of the unsuccessful notification. The notifications will be sent via email and letter via regular US mail delivery. In order to be considered complete, a protest must: (i) identify the protestor, (ii) identify the contract award that is being protested, (iii) specify all grounds for the protest (including all arguments, materials and/or documents that support the protest), and (iv) indicate whether an oral presentation is requested, and if so, the reason for the oral presentation. A Hearing Officer will be designated by the Board's Chief Executive Officer. The designated Hearing Officer will review all timely and complete protests and will have sole discretion to determine if an oral presentation by the protestor is necessary to reach an informed decision on the matter(s) of the protest.

After completing his or her review of the protest, the Hearing Officer will write a report making a recommendation regarding the merits of the contract award protest. The protestor will receive a copy of the "Hearing Officer's Report" and be given a ten (10) business day "Exceptions Period" to refute the findings of the Hearing Officer. The "Hearing Officer's Report" and any exceptions submitted by the protestor will be submitted to the Board for a final decision to award the contract.

It is the Board's intent not to award the contract for the Services until it has completed all the review procedures described above. If, however, in the Board's sole discretion, it is determined that such an award is necessary to support the efficient operations of the Board, the contract may be awarded. The decision by the Board to make a final award of the contract will be a final action that is appealable to the Appellate Division of the Superior Court of New Jersey.

8. Proposals submitted in response to this RFP will be available, upon request, for public inspection. The Board will make every effort to maintain confidentiality of information submitted as part of a Proposal that is explicitly designated by the bidder as "Confidential and Proprietary." However, all bidders are cautioned that the Board is subject to the provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 *et seq.* and the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 *et seq.* ("OPRA") and are bound by the requirements of both statutes and relevant case law.

9. Proposals can be released to the public during the protest period or after contract award under OPRA or the common law as established under New Jersey case law. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when a good faith legal and/or factual basis for such assertion exists. Any proprietary and/or confidential information

contained in a proposal will be redacted by the Board; however, the Board reserves the right to make a determination as to what is proprietary or confidential and will advise the bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. The Board will not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the bidder's assertion of confidentiality to which the Board does not concur, the bidder shall be solely responsible for defending its designation and the Board shall have no responsibility therefore.

### **Proposal Deadline**

One (1) original and two (2) copies of the bid proposal, along with a digital copy on a flash drive must be submitted to the Board on or before 2:00 PM on **December 5, 2023** (Eastern Daylight Time). Late bids will not be considered.



## Exhibit A

### **REAL ESTATE CONSULTANT / MANAGER RFP – SCOPE OF SERVICES**

The Scope of Services shall consist of the following:

#### **Section 1. Redevelopment Consulting:**

- 1.1 Provide consultation as needed on commercial, residential and industrial real property matters, including but not limited to acquisition of properties in the “Eds & Meds” land corridor from Cooper Hospital, 1 Cooper Plaza, to the Joint Health Sciences Center, 201 South Broadway in Camden (the “Corridor”).
- 1.2 Solicit and engage, with Board consent, consultant(s) to prepare Workable Relocation Assistance Plans, where applicable, for Board review and approval.
- 1.3 Assist in securing pencil title reports for all properties in Corridor and develop tax/municipal lien schedule.
- 1.4 Advise Board and staff on possible condemnation of property.

#### **Section 2. General Consulting**

- 2.1 Consult and advise Board and staff regarding Board matters related to real property and real estate acquisitions appraisals, sales, assemblage, management, eminent domain proceedings, and other related matters, including participation in negotiations regarding real estate acquisitions and sales.
- 2.2 Review title search reports, compile information and investigate historic and present tenancy and subtenancy, liens, encumbrances, financing, ownership domicile, income/expense data, property tax, and condition for Joint Board-owned and target properties.
- 2.3 Assist in the evaluation or sale of Board surplus real estate.
- 2.4 Coordinate and, as directed, oversee activities of Board consultants, including Licensed Professional Planners, Certified and Licensed

Appraisers, Engineers, Title Search/Insurance Providers, Attorneys and Relocation Consultants.

- 2.5 Perform field and office work, including interactions and communications with property owners, tenants or occupants, required for all aspects of the work assigned by the Board.
- 2.6 Perform any related services requested by the Joint Board which may be related to any of its various projects, on and *ad hoc* basis.
- 2.7 Coordinate activities with Board personnel as directed by the Chief Executive Officer or Chief Operating Officer.

## Exhibit B

### ROWAN UNIVERSITY/ RUTGERS CAMDEN BOARD OF GOVERNORS

#### STANDARD CONTRACT TERMS AND CONDITIONS

- I. The contractor certifies that it understands and agrees that the following terms and conditions (collectively the "Board's Standard Terms and Conditions") are incorporated into any contract awarded by the Board.
- II. In the event the terms and conditions within the contractor's proposal conflict with the Board's Standard Terms and Conditions, the Board's Standard Terms and Conditions will govern.
- III. The contractor's status pursuant to the contract shall be that of an independent contractor and not an employee of the Board.

Laws requiring mandatory compliance by all Board contractors:

#### 2.1 BUSINESS REGISTRATION

The contractor must possess a Business Registration Certificate (BRC) from the New Jersey Department of the Treasury, Division of Revenue in the State of New Jersey. All sub-contractors of the contractor must provide the contractor with a copy of a current and valid BRC. The contractor must forward the BRC of all subcontractors to the Board prior to any subcontractor starting work under the contract.

#### 1.2 ANTI-DISCRIMINATION

The contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:6-1 *et seq.* and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work

or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

E. No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

### **1.3 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.*

### **1.4 COMPLIANCE WITH N.J.S.A. 19:44A-2.13 *et seq.* (“Pay to Play” Act).**

The Board will provide the selected contractor with a "Vendor Certification and Disclosure of Political Contribution" form to complete. The Board will forward the completed Form to the State Treasurer or his designee for review pursuant to the Act. In the event the State Treasurer determines that the Act precludes a contract award to the selected contractor, a contract award will not be made. In the event a contract award is made, the contractor is under a continuing duty to disclose all contributions that may be made during the term of the contract. In such event, the contractor must immediately complete the Continuing Disclosure of Political Contributions Form and submit the completed Form to the Board.

### **1.5 POLITICAL CONTRIBUTION DISCLOSURE BY CONTRACTOR**

If the contract is in excess of \$17,500, the contractor must comply with P.L. 2005, c.271, by completing and submitting to the Board the required Chapter 271 Vendor Certification and Political Contribution Disclosure Form, before the effective date of the contract.

Failure to comply with this political contribution disclosure requirement may result in the cancellation of the contract award and/or imposition of financial penalties by the New Jersey Election Law Enforcement Commission (“ELEC”). Additional information about this requirement is available from ELEC at 888-313-3532 or at <http://www.elec.state.nj.us>.

### **1.6 CONTRACTOR ANNUAL ELECTION DISCLOSURE OBLIGATION**

The 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 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 so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 886--313-3532 or at <http://www.elec.state.nj.us>.

## 1.7 DIANE B. ALLEN EQUAL PAY ACT

A. Any employer, regardless of the location of the employer, who enters into a contract with a public body to provide qualifying services to the public body shall provide a report to the Commissioner of Labor and Workforce Development, in a form issued by regulation promulgated by the commissioner, of information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. Data regarding compensation and hours worked by employees shall be reported in the form by pay bands to be established by regulation promulgated by the commissioner. The commissioner may establish a standard presumption for the number of hours worked by a fulltime employee or by a part-time employee for whom an employer does not track actual hours worked. An employer shall provide a report for each establishment of the employer.

B. Any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any public work for the public body shall provide to the commissioner, through certified payroll records required pursuant to P.L.1963, c.150 (C. 34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract. The employer shall provide the commissioner, throughout the duration of the contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C. 34:11-56.25 et seq.).

C. The commissioner shall retain the information provided by the employer during any period of time that one or more contracts are in effect between the employer and any public body and not less than five years after the end of that period. The retained employment information shall be made available by the commissioner to the Division on Civil Rights in the Department of Law and Public Safety, and, upon request, provided to anyone who is or was an employee of the employer during the period of any of the contracts between the employer and any public body, or any authorized representative of the employee.

D. For the purposes of the section:

1. "Public body" means the State or any agency or instrumentality of the State;
2. "Public work" means public work as defined in section 2 of P.L.1963, c.150 (C. 34:11-56.26) and which is subject to the provisions of P.L.1963, c.150 (C. 34:11-56.25 et seq.). Public work shall not include the provision of goods or products.

3. "Qualifying services" means the provision of any service to the State or to any other public body, except for public work as defined in section 2 of P.L.1963, c.150 (C. 34:11-56.26).
4. "Service" means any act performed in exchange for payment, including the provision of professional services, but shall not include the sale of goods or products.

## **1.8 COMPLIANCE CODES**

The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

## **1.9 PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

## **1.10 PREVAILING WAGE**

The Contractor shall provide (and shall cause all subcontractors to pay or provide) to its personnel who are employed by it to work on an hourly or daily basis at any trade, occupation or service at or about the Facility at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Services are being performed at the time the Work is being performed and notwithstanding that such rate may be higher than the rate in effect on the date of the opening of the Bid. Pursuant to N.J.S.A. 34:11-56.58 *et seq.*, in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

## **1.11 UNION JURISDICTION**

All prospective Bidders are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations to be performed hereunder. The Bidder shall not employ any persons or use any labor, or

use or have any equipment, or permit any condition to exist at the Facility which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Joint Board or with the operations of other users of the Facility. Should questions of union jurisdiction of compatible labor arise, the awarded Bidder shall immediately take steps to settle any disputes and shall use such labor as may be determined to have jurisdiction at no additional cost to the Joint Board.

### **1.12 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT**

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

### **1.13 LIABILITY; COPYRIGHT**

The contractor shall hold and save the Board and the State of New Jersey, their respective officers, agents, servants and employees, harmless from liability of any nature or kind if any copyrighted or copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or are used in the performance of this contract.

### **2.1 INDEMNIFICATION**

The contractor shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the Board, and the State of New Jersey, including their trustees, officers, employees, volunteers and agent from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) 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 services provided under this contract.

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

### **2.2 BONDING AND INSURANCE REQUIREMENTS**

The contractor shall secure and maintain in force for the term of the contract liability



insurance as provided herein. All insurance coverage is subject to the approval of the Board and shall be issued by an insurance company authorized to do business in the State of New Jersey. The selected bidder shall provide the Board certificates of insurance for all coverage and renewals thereof that must provide that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Board. All insurance required herein shall contain a waiver of subrogation in favor of the Board. All insurance required herein, except Workers' Compensation, shall name the Board as an additional insured. The insurance coverages to be provided by the contractor for the term of the contract and any agreed upon extension thereof shall be as follows:

- (a) Fidelity Bond in the amount of \$1,000,000.
- (b) Commercial General Liability insurance insuring against claims on account of loss of life, bodily injury or property damage arising during the Contract and having a combined single limit of coverage for bodily injury and property damage in the amount of \$3,000,000. Each such policy shall further provide for blanket contractual liability, broad-form property damage and personal liability coverage.
- (c) Business Automobile Policy (any auto), with a limit of \$1,000,000 each accident.
- (d) Worker's Compensation insurance with statutory limits and Employer's Liability coverage with limits of \$500,000 each accident.

The limits for the Commercial General Liability, Business Automobile and Worker's Compensation/Employer's Liability coverages required above, respectively, may be provided as a single limit or as a single limit and an umbrella provided that the umbrella policy meets all the terms and conditions contained herein, and is provided on a follow-form basis.

All such insurance shall be provided by an insurance company or companies qualified to do business in the State of New Jersey financially capable of fulfilling the requirements of such policies and rated "A" and "IX" to the extent reasonably obtainable but, in no event, less than "A-" and "VIII" by AM. Best or in one of the two highest rating categories by Moody's and S&P. Each policy shall be of such form and contain such provisions as are generally considered standard for the type of insurance involved.

## **2.3 FORCE MAJEURE**

- A. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.
- B. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

## **2.4 GENERAL PROVISIONS**

- A. The Joint Board may need to issue one or more addenda related to this bid. Such addenda shall be posted at the Joint Board's Procurement website. It will be the responsibility of the prospective vendors and other interested parties to familiarize themselves with the website and visit it regularly during the bid process for updated information or addenda related to this bid.
- B. Short procedural inquiries may be accepted by telephone by the buyer noted for this project. However, oral explanations or instructions given over the telephone shall not be binding upon the Joint Board. Bidders shall not contact any person within the Joint Board directly, in person, or by telephone, other than the assigned procurement officer concerning this project.
- C. If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture shall be submitted with the joint venture's submission.
- D. Any modifications to the bid document prior to award may invalidate entire submission.
- E. The awarded firm may not assign sell or sub-contract its obligations under the contract to any third party without prior approval in writing by the Joint Board.
- F. The Joint Board reserves the right to negotiate the terms and conditions of the

contract to obtain the most advantageous situation for the Joint Board.

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

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

I. Submission as Public Information and Property of Joint Board

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

J. All submissions will become the property of Joint Board

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

1. In any advertising, publicity, promotion;
2. To express or imply any endorsement of agency's services;
3. To use the name of the State, its officials or employees or the Joint Board seal in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the Joint Board.

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

M. The Joint Board does not allow payment of attorney fees for litigation regardless of disposition of matter.

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

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

P. The Joint Board will not accept jurisdiction in any State except New Jersey.

Q. The vendor shall be solely responsible for all damage or unauthorized destruction to any Joint Board buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the Joint Board.

R. The Joint Board reserves the right to reject any or all submissions or to award in whole or in part if deemed in the best interest of the Joint Board to do so.

S. This bid is not binding on the the Joint Board.

T. Protest of restrictive specifications or improprieties in the solicitation, by an interested party, must be received by the designated procurement official in writing not less than ten (10) working days before the closing date for receipt of submissions.

## **2.5 PRICE FLUCTUATION DURING CONTRACT**

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

## **2.6 AVAILABILITY OF FUNDS**

The Joint Board's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the Joint Board or any other institution of higher education for payment of any money shall arise unless and

until funds are appropriated each fiscal year to the using agency and made available through receipt of revenue.

### **3.1 CONTRACT TERMINATION**

**Change of Circumstance:** Notwithstanding any provision or language in this contract to the contrary, where the needs of the Board significantly change, or the contract is otherwise deemed no longer to be in the Board's interest, the Board may terminate the contract upon 30 days written notice to the contractor.

**For cause:** Where the contractor fails to perform or comply with the contract, the Board may terminate the contract upon notice to the contractor with a 10-day opportunity to cure the failure.

Where a contractor fails to cure the failure or continues to perform the contract poorly as demonstrated by documented late delivery, poor performance of service, short- shipping etc., the Board may terminate the contract upon 10days' notice to the contractor without a further opportunity to cure.

In the event the contract is terminated due to changed circumstances, the contractor will be compensated by the Board for goods and/or services satisfactorily performed and accepted in accordance with the contract, up to the date of termination.

In the event the contract is terminated due to cause, the Board may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price, the Board may deduct the difference in price from any monies due the terminated contractor or, if no monies are due the terminated contractor, the difference in price shall be an obligation owed the Board by the terminated contractor.

### **3.2 REPRESENTATIONS AND WARRANTIES**

In submitting a bid for this offering, the vendor expressly warrants that:

A. The vendor has legal capacity to execute and perform any Agreement arising from this bid.

B. Any Agreement arising from the award of this bid is a valid and binding Agreement enforceable against the vendor according to its terms.

C. The execution and performance of an agreement by the vendor does not, and will not, violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.

D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.

E. The vendor knows of no reason why the vendor is in any way, physically, legally, or otherwise, precluded from performing the obligations under an Agreement arising from this bid, in accordance with its terms, including without limitation those relating to health and safety.

F. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.

G. The vendor warrants and represents that the furniture, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

### **3.3 DEFAULT**

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

### **3.4 SALE OR BANKRUPTCY OF BUSINESS**

A. If during the life of this Agreement, the awarded vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser. In this event, the new owner(s) may, in the Joint Board's discretion, be required to submit a performance bond in the amount of the value of services to be delivered pursuant to this Agreement.

B. In the event of the institution of any proceedings by or against the awarded vendor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee

for the benefit of creditors of the property of the vendor, the Joint Board shall have, in addition to the rights previously stated, the right to cancel this Agreement forthwith.

#### **4.1 SUBCONTRACTING OR ASSIGNMENT**

The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Board. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract. Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the Board.

#### **5.1 TAX CHARGES**

The Board is exempt from State sales or use taxes and Federal excise taxes. Prices charged must not include such taxes.

#### **6.1 PAYMENT TO CONTRACTOR**

Payment for goods and/or services purchased by the Board will be made to the contractor within 30 days of the later of an acceptable invoice from the contractor or the Board's acceptance of the contracted products and/or services.

#### **7.1 NOTICES**

All notices required under the contract shall be in writing and shall be validly and sufficiently served by the Board upon the contractor if addressed and mailed by certified mail to the address set forth in the contractor's proposal. Notices from the contractor to the Board shall be addressed and mailed by certified mail to the attention of the Chief Executive Officer, 200 Federal Street, Suite 146, Camden New Jersey 80103.

#### **8.1 CLAIMS**

Claims asserted shall be subject to the New Jersey Tort Claims Act, N.J.S.A 59:1-1, *et seq.*, and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:131, *et seq.*

#### **9.1 APPLICABLE LAW**

The contract and all litigation arising from or related to the contract shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

## **10.1 MODIFICATION OF CONTRACT**

No contract awarded may be amended or modified, nor may any obligation thereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

## **11.1 INVALIDITY; INTERPRETATION**

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the remaining provisions hereof shall be construed in such manner so as to preserve the validity hereof to the greatest extent possible. The captions and paragraph headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of, or aid in interpretation of any of the provisions hereof.