



RUTGERS
UNIVERSITY

2016 Continuing Education Seminars for Construction and Hotel and Multiple Dwelling Code Enforcement Officials and Technical Assistants

Request for Proposals and Submission Instructions

REQUEST FOR PROPOSAL # 2865

Date of Issuance: 8/12/2015

Proposal Due Date: 10/6/2015

Issuing Office: Rutgers, Center for Government Services

2016 Continuing Education Seminars for Construction and Hotel and Multiple Dwelling Code Enforcement Officials and Technical Assistants

To: RFP Recipients

From: Olga Chaban, Senior Program Coordinator

Date: August 12, 2015

Re: Continuing Education Seminars for Code Enforcement Personnel

The New Jersey Department of Community Affairs, in cooperation with the Center for Government Services – Rutgers, The State University of New Jersey, request proposals for the development and presentation of continuing education seminars. These seminars are offered to state licensed construction code and hotel and multiple dwelling code enforcement personnel, technical assistants, certified special construction inspectors and design professionals, as well as amusement ride safety inspectors, as detailed in this document.

The proposal selected will be approved for a period of one year commencing January 2016. Contracts will be awarded for the spring and fall 2016 semesters. By mutual agreement of both parties, the approval/selection may be extended for two additional one year periods. If your proposal is to continue beyond this one year proposal period, you will be notified thirty days before the beginning of each successive academic year(s). Renewals shall be contingent upon satisfactory performance.

If you have any questions or concerns please contact either John Delesandro at NJDCA, (609) 984-7820, or Olga Chaban at Rutgers University, (732) 932-3640 ext. 629.

Thank you for participating in the bidding process.

Olga Chaban
Senior Program Coordinator
Rutgers, the State University of New Jersey



Please, carefully follow the submission instructions as they have changed.

SUBMISSION INSTRUCTIONS

Bidders are strongly encouraged to carefully read the information contained in this RFP package to ensure compliance with its terms and conditions. It is the Bidder's responsibility to immediately notify the Buyer if any of the documents are missing from the RFP package.

The documents included in this RFP package are delineated below:

- Request for Proposal and Submission Instructions #2865
- Proposal Form (electronic *Proposal Form* that can be retrieved at
- www.cgs.rutgers.edu/codeenforcement)
- EXHIBIT A: Bidder's Declaration
- EXHIBIT B: Declaration of Ownership Form
- EXHIBIT C: Professional Service Provider Agreement
- EXHIBIT D: Independent Contractor or Employee Determination Form

Forms Required with Proposal by close of business day, October 6, 2015.

1. Proposal Form (5 copies, printed and signed)
2. Supplemental materials (5 copies, in electronic format: CD or USB flash drive)
3. Bidder's Declaration (1 copy, printed and signed)
4. Declaration of Ownership Form (1 copy, printed and signed)

Electronic *Proposal Form* that can be retrieved at www.cgs.rutgers.edu/codeenforcement.

Carefully fill out the *Proposal Form* for each seminar you are submitting, print it, sign it, and include five copies into your proposal package.

Supplemental materials should include detailed information about your proposed seminar, existing presentation materials and student handouts. Previously submitted and selected proposals must be resubmitted if you wish to have the seminar reviewed for selection in this academic year. Detailed supplemental materials are required for the previously selected proposals as well. All supplemental materials should be submitted in electronic form (CDs or USB flash drives) in five copies.

Facsimile and emailed proposals are not acceptable. Bidders must submit sealed proposals only. Any communication (such as facsimile transmittal), which reveals the contents of a sealed proposal, will result in disqualification of the entire proposal. Letter proposals delivered in person, by mail, or by express service should be sent to the following location:

Attn: Uniform Construction Code Program

Rutgers-The State University of New Jersey, Center for Government Services

303 George Street, Suite 604, New Brunswick, NJ 08901

All proposals must be typed and submitted by U.S. mail or overnight courier (NO faxed or emailed copies) no later than **OCTOBER 6, 2015**

GENERAL TERMS AND CONDITIONS OF THE RFP PROCESS

Requirements to be supplied after award, prior to the execution of a Contract or issuance of a Purchase Order:

1. Certificate of Insurance with Rutgers named as an additional insured
2. Professional Service Provider Agreement (EXHIBIT C)
3. Independent Contractor or Employee Determination Form (EXHIBIT D)

Bidder must identify any exception(s) to the terms and conditions provided in Exhibit C and provide reason for exception and, if applicable, suggested replacement language. Rutgers reserves the right, in its sole discretion, to accept or reject any Proposal based upon the identification of exceptions to the Contract Terms and Conditions by Bidders.

Affirmative Action Notification

If awarded a contract under this RFP, Bidder shall be required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27. Rutgers requires that once an award is made Bidder provides one of the following documents: Form AA-302 (Goods and Services) or Form AA-201(Construction); or a letter of Federal Approval indicating that your company is under an existing Federally approved; or a sanctioned affirmative action program or a Certificate of Employee Information Report ("Certificate"), issued in accordance with N.J.A.C.17:27.1.1 et seq. The Form AA-302 and Form AA-201 are located on our website at <https://purchasing.rutgers.edu> under the "FOR SUPPLIERS" tab. The forms will need to be provided to Rutgers prior to the final Contract being executed or purchase order being issued. Please confirm your ability to meet this requirement in your response.

Negotiations

After evaluating proposals and prior to award of a Contract, Rutgers may, at its sole discretion, enter into negotiations with one or more bidders. The primary purpose of negotiations is to maximize Rutgers' ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations, may, at Rutgers sole discretion, be held with one or more bidders. No bidder has a right to participate in the negotiation process. Negotiations will be structured by Rutgers to safeguard information and ensure that all Bidders are treated fairly.

Best and Final Offer (BAFO)

Rutgers reserves the right, at any time prior to the award of a contract and for any reason, to request and consider "best and final" price proposals from one or more of the Bidders who have submitted a proposal. The number of Bidders allowed to submit "best and finals" and the scope of the "best and finals" shall be determined solely by Rutgers. No Bidder has a right to submit a

"best and final". Any Bidder who is asked and fails to submit a "best and final" may not be given further consideration.

Negotiations and BAFO will be conducted only in those circumstances where Rutgers deems it is in its best interest to do so. Therefore, Bidders are advised to submit their best price proposal in response to this RFP since Rutgers, may, after evaluation, make an award based on the initial submission without further negotiations and of a BAFO opportunity.

Proposal Format

All proposals must be typed or written in ink when applicable. Any required signatures must be in ink, and any corrections (whiteouts, erasures, write-overs) must be initialed in ink. Electronic formats should be in Microsoft or Adobe and submitted via a CD or flash drive as one file, and viewable as "read only."

Rejection/Award of Proposals

Rutgers reserves the right to reject any or all proposals, in its sole discretion for any reason and at any time if deemed to be in the best interest of Rutgers to do so. Rutgers reserves the right to waive any technical or formal defect of any Proposal. Rutgers shall have authority to award purchase orders or contracts to the Bidder or Bidders, who's Proposals are deemed, in Rutgers sole discretion, to be most advantageous to Rutgers, price and other factors considered.

Right to Seek Additional Information

Rutgers reserves the right to seek clarification and additional information on any point in connection with this RFP from any or all Bidders if it is in Rutgers best interest to do so.

Right to Cancel

Rutgers reserves the right to cancel this RFP without any obligation and for any reason, in part or in its entirety. Rutgers will notify all Bidders, in writing, of a decision to cancel the RFP.

Postponement of a Bid Opening

If an emergency or unanticipated event interrupts normal Rutgers processes to cause the postponement of the scheduled bid opening or the issuance of an Addendum, the Buyer will issue, in writing, to all Bidders, the new timeline and process for this RFP.

Cost Liability

Costs and expenses incurred by Bidders for developing information in response to this RFP or attend conferences or presentations are entirely the responsibility of the Bidder and shall not be billable Rutgers.

Proposals Will Belong to University

Proposal Form submitted by a Bidder to Rutgers becomes the property of Rutgers.

Validity of Proposal

The proposals submitted shall be valid for a period of one hundred and eighty (180) days. No work shall be performed until a contract has been fully executed and a Purchase Order has been issued.

Confidentiality

As an instrumentality of the State of New Jersey, Rutgers is subject to the Open Public Records Act and has an obligation to keep its business dealings and transactions transparent. Consequently, the presumption applicable to all Bids is that bid forms, proposals, documents and responses submitted to Rutgers are releasable under OPRA. OPRA only provides for certain exemptions where documents in the possession of Rutgers, as a public entity, are exempt from disclosure. If a Bidder believes that a certain limited, portion of the information included in the bid proposal is a proprietary trade secret that portion should be clearly marked "Confidential."

Please consult the OPRA website prior to identifying any portion of a bid "Confidential" (<http://www.state.nj.us/opra>). It is not acceptable to simply label the entire Proposal "Confidential."

Code of Conduct and Fair Competition

It is the responsibility of the Bidder to notify the Buyer in writing of any possible conflict of interest as set forth herein. Rutgers will investigate the matter and determine if an actual conflict of interest exists.

Rutgers expects all of its suppliers to comply with the New Jersey State Conflict of Interest Law as outlined at

<https://purchasing.rutgers.edu/sites/default/files/wysiwyg/docs/NoticetoVendors%20final.pdf>

Rutgers reserves the right to cancel the award if, in its sole discretion, it determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Bidder. Rutgers's determination regarding any questions of conflict of interest shall be final.

Representation of Ability to Perform

Submission of a response to this RFP constitutes a representation that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Bidder's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Bidder's obligations, or diminish the Bidder's obligations or financial ability to perform under the terms of the proposed contract.

Applicable Laws

Bidder must comply with all local, state and federal laws rules and regulations applicable to the Proposal.

Proposal Withdrawal

Bidders may change or withdraw a Proposal at any time prior to the scheduled bid opening by addressing a written communication to the Buyer prior to the bid opening date and time. If during a bid evaluation process an obvious pricing error made by a Bidder is found, Rutgers may issue a written notice to the Bidder. The Bidder will have five (5) days after of the notice to confirm its pricing. If the Bidder fails to respond, its Proposal shall be considered withdrawn and no further consideration shall be given to it.

Rutgers Right to Consider Additional Information

Rutgers reserves the right to check Bidder's financial capacity and ability to successfully undertake and provide the services required by this RFP.

Rutgers reserves the right to consider evidence of formal or other complaints against any Bidder(s) by Rutgers for contracts held in the past or present by the Bidder.

Rutgers may obtain any additional information determined to be appropriate regarding the ability of the bidder to provide the services required by this RFP.

Continuing Education Program for Construction and Hotel and Multiple Dwelling Code Enforcement Officials and Technical Assistants

The State of New Jersey requires all construction and hotel and multiple dwelling code enforcement officials in the state to be licensed under the Uniform Construction Code -N.J.A.C. 5:23, subchapter 5 and the Regulations for Maintenance of Hotels and Multiple Dwellings N.J.A.C. 5:10, subchapter 1B, respectively. Amusement ride safety inspectors are also licensed in accord with subchapter 5 of the UCC. Technical Assistants and special construction inspectors are also certified under the regulations at N.J.A.C. 5:23, subchapter 5.

Continuing education enables these professionals to perform the functions of their jobs, including review and approval of construction plans and monitoring of the construction process. Hotel and multiple dwelling inspectors are charged with the duty to enforce crucial maintenance requirements on those type of buildings to ensure the health and welfare of the occupants, ranging from building maintenance and structural requirements to fire safety provisions. Special inspectors are certified to perform independent third party inspections on critical and complex ongoing construction processes that are properly carried out and in compliance with the building code. In order to maintain their licenses, these individuals are required to participate in a minimum number of approved continuing education programs within each three year licensing period.

The New Jersey Department of Community Affairs, in cooperation with the Center for Government Services - Rutgers, The State University of New Jersey, regularly offers a program of continuing education seminars to assist code enforcement personnel in meeting their educational requirement. This packet includes complete instructions for submitting a proposal to develop and teach these seminars.

Proposals must be received no later than OCTOBER 6, 2015. All proposals will be evaluated, and final selections will be made by a committee comprised of both DCA and Rutgers staff. Successful bidders will be notified via the scheduling process. Seminars will be scheduled for presentation in early December for the Spring 2016 semester, which commences in early March. Selection of seminars for the fall semester will be completed in June 2016.

Categories of Interest

The following list of seminar topics was created largely from suggestions from construction code enforcement personnel or identified by the Department as critical topics necessary for the code official to maintain their performance at the highest level. It represents topics of particular interest, but is not exhaustive, nor exclusive of other topics of interest or importance. Additional resources and material may be gleaned from reviewing the regulations at N.J.A.C. 5:23-5.20 and 5:10-1B.5 that delineate the educational requirements to obtain a construction code license and the duties of hotel and multiple dwelling inspectors/officials, respectively.

We welcome any topic of interest to the code enforcement community that is timely and/or relevant.

Administrative

- Mechanical Inspections on 1 & 2 Family Dwellings
- Records Retention
 - Electronic systems and communications
 - OPRA
- Protection of Adjoining Properties (including elevations and construction cranes)
- PEOSH Requirements for Construction Code Inspectors
- Special Inspection Process (dual administrative and building)
- UCC Administration- Overall Review for Subcode and Construction Officials
- Prior Approvals
- Right of Entry
- Conflict of Interest/Ethics for the code official
- Barrier Free Subcode Requirements
- Soil Conservation Guidelines, Investigations and Soil Types
- Budgeting Concerns
- Top 10 Areas and Issues Misunderstood in the Code Enforcement Process
- Municipal Procedures
- The Design Professional and the Code Official- Working Toward the Same Goal
- Interagency Relationships and Referrals
- Construction Board of Appeals
- Testifying at a Trial
- Inspections and Investigations (primarily for housing inspections)
- Variations
- SLCHIP Inspection Processes and Enforcement Actions
- Spanish and/or Other Foreign Language Skills for Construction/Code Enforcement
- UCC/UFC Responsibilities and Interaction
- Disaster Management for the Construction Code Official
- Flood Resistant Construction and the Code Official (dual administrative and building)

Building

- 2015 International Building Code- Overview, Updates and/or Significant Changes
- 2015 International Residential Code- Overview, Updates and/or Significant Changes
- 2015 International Energy Conservation Code- Overview, Updates and/or Significant Changes
- Dust Collection Explosion Hazards
- Flood Resistant Construction Techniques- all or any combination of the following topics can be the primary focus:
 - Foundations
 - Equipment
 - Elevation Techniques
- Inspection of Modular Homes
- Wall Bracing Requirements in 2015 I Codes
- Mixed Uses
- Barrier Free Subcode Requirements
- Structural Loads
- Field Practices and Inspections for Concrete and Structural Steel
- Trusses
- Light Gauge Metal Framing- IRC and/or IBC Requirements
- Mid-Rise Residential Construction
- Calculated Fire Resistance
- Foundation Problems
- Soils in Construction and Understanding Soil Report Results
- Workshop/Lab- Masonry Construction
- Rehabilitation Subcode Requirements
- Deck Construction Requirements (Including a Workshop)
- Special Inspection Process (dual administrative and building)
- Seismic Design Requirements
- Precast Foundations and Walls
- IRC Exterior Wall Construction Requirements
- School Construction Requirements
- Structural Problems and Failures
- Explosion Venting
- Hazardous Use Group Buildings
- Firestopping and Draftstopping
- Permitting Temporary Offices/Trailers
- Underground Storage Tanks
- Energy Efficiency Requirements for both Rehab and New Construction

- ✓ *To satisfy the 0.5 CEU requirements, a one-day seminar should be **5 hours** in length.*
- ✓ *To satisfy the 1.0 CEU requirements, a two-day seminar should be **10 hours** in length.*
- ✓ *Seminar topics **can be combined** to fill an entire 5- or 10-hour seminar.*
- ✓ *The topic(s) of your seminar must adhere to **the New Jersey adopted regulations and standards.***
- ✓ *Practical and hand-on aspects of the training are important.*

Special Inspectors

- Masonry Inspections
- Concrete Inspection Techniques
- Reinforced Concrete Testing and Inspection
- Prestressed Concrete Testing and Inspection
- Structural Steel Bolting Testing and Inspection
- Structural Welding Testing and Inspection
- Weld Test Procedures
- Exterior Insulation Finish Systems (EIFS) Testing and Inspection
 - Moisture Analysis
 - System Components
- Spray-applied Fireproofing Testing and Inspection
- Structural Steel and Jointing
- Structural Problems and Failures

Mechanical

- 2015 International Fuel Gas Code- Update/Significant Changes
- 2015 International Mechanical Code- Update/Significant Changes
- 2015 International Energy Conservation Code- Overview/Updates/Significant Changes
- Chimney Verification & Mechanical Inspector Responsibilities
- Chimneys and Vents
- Venting of HVAC Systems
- Gas Fired Appliance Vent Sizing
- HVAC Requirements in the 2015 I codes
- Gas Installations
- Materials
 - CSST Piping
 - Plastic
 - Steel
 - Other
- HVAC Duct Design
- Hydronic Heating Systems
- Geothermal Heating Systems
- Air Conditioning Refrigerant Systems
- Mechanical Inspections on 1 & 2 Family Dwellings

- ✓ *To satisfy the 0.5 CEU requirements, a one-day seminar should be **5 hours** in length.*
- ✓ *To satisfy the 1.0 CEU requirements, a two-day seminar should be **10 hours** in length.*
- ✓ *Seminar topics **can be combined** to fill an entire 5- or 10-hour seminar.*
- ✓ *The topic(s) of your seminar must adhere to **the New Jersey adopted regulations and standards.***
- ✓ *Practical and hand-on aspects of the training are important.*

Amusement Ride Safety

- Carnival Operations and Set-up
- Temporary Requirements (electrical)- Halloween/Special Events/Carnivals
- Inflatable ride requirements
- Non-Destructive Testing
- Welding
- Hydraulics
- Electromagnetic Wire Rope Testing
- Pneumatics
- ASTM F2291
- Water Parks
- Ride Specific Information
- Metallurgy

Fire Protection

- Dust Collection Explosion Hazards
- High Piles Storage Requirements
- Interior Exit – Stairways
- Vertical Opening Protections
- Installation Guidelines and Requirements for Residential Fire Sprinkler Systems with Workshop- Laboratory/Workshop Experience
- Acceptance and Inspection of Fire Alarm Systems
 - With Workshop- Laboratory/Workshop Experience
- Referenced Standards of the International Fire Code in the Building Code
- ESFR Sprinkler Head Code Requirements
- Commercial Cooking Appliance Fire Protection Requirements
- Sprinkler Design
- Fire Pumps- Design and Code Compliance
- Fire Protection Water Supply
- Hydraulic Calculations
- Acceptance and Inspection of Fire Sprinklers
- Rehabilitation Subcode Requirements
- The NJ Uniform Fire Code and the Construction Code Official
- Alternative Extinguishing Systems
- Requirements for Residential Sprinklers based on section P2904 from the 2012 International Residential Code (Joint with plumbing)

- ✓ *To satisfy the 0.5 CEU requirements, a one-day seminar should be **5 hours** in length.*
- ✓ *To satisfy the 1.0 CEU requirements, a two-day seminar should be **10 hours** in length.*
- ✓ *Seminar topics **can be combined** to fill an entire 5- or 10-hour seminar.*
- ✓ *The topic(s) of your seminar must adhere to **the New Jersey adopted regulations and standards.***
- ✓ *Practical and hand-on aspects of the training are important.*

Plumbing

- Requirements for Residential Sprinklers based on section P2904 from the 2015 International Residential Code (Joint with Fire)
- 2015 National Standard Plumbing Code- Update/Significant Changes
- 2015 International Fuel Gas Code- Update/Significant Changes
- 2015 International Mechanical Code- Update/Significant Changes
- Medical Gas Installations- NFPA 99
- Geothermal Heating Systems
- Determining the Sanitary and Storm Drainage Sizing and Sanitary Vent Pipe Sizing
- Backflow Prevention/Applications
- Grease Interceptors and Commercial Kitchens
- New Plumbing Products
- Energy Saving and Water Conservation Products
- Boiler and Combustion Systems
- Combustion Air Calculations
- HVAC Duct Design
- Mixing Valve ASSE Standards
- Commercial Plumbing Applications
- New Types of Plastic Domestic Water Piping
- Manifold Domestic Water Plumbing Systems
- Plastic Piping Used in Hydronic Radiant Heating Systems
- Underground Plastic Gas Piping With New Materials
- Propane Tanks and Storage
- Solar Thermal Heating Systems
- Installation Guidelines for CPVC and Copper Residential Fire Sprinkler Systems
- ASME Boiler Code and Plumbing Inspector's Responsibilities
- Energy Code Requirements for the Plumbing Inspector
- Rehabilitation Subcode Requirements for the Plumbing Inspector

Electrical

- 2014 National Electrical Code (NEC) Update/Analysis of Changes
- 2014 NEC Swimming Pool Requirements
- PEOSH Requirements for Electrical Inspectors/NFPA 70E
- Fire Pumps
- Interconnected Electrical Power Production Sources

- ✓ *To satisfy the 0.5 CEU requirements, a one-day seminar should be **5 hours** in length.*
- ✓ *To satisfy the 1.0 CEU requirements, a two-day seminar should be **10 hours** in length.*
- ✓ *Seminar topics **can be combined** to fill an entire 5- or 10-hour seminar.*
- ✓ *The topic(s) of your seminar must adhere to **the New Jersey adopted regulations and standards.***
- ✓ *Practical and hand-on aspects of the training are important.*

Electrical (continued)

- Emergency/Standby Systems
- Electrical Inspection Basics
- What to Look for In an Electrical Inspection
- Power Panels- Locking and Tagging Out
- NEC Compliance for Photovoltaic Systems- including a hands on workshop
- Bonding and Grounding
- Residential Installations
- Commercial Installations
- Alternative Power Systems (Generator systems)
- Energy Use and Calculations for Residential Applications and Code Compliance
- Energy Code Requirements for the Electrical Inspector
- Article 440 Air Conditioning and Refrigeration
- General Wiring and Installation
- Fuses, Breakers and AFCI's
- Class 1, 2 and 3 Power Limited Circuits
- Electrical Plan Review Responsibilities
- Fire Alarm Systems
- Low Voltage Systems
- Communication Wiring Penetrating Fire Rated Assemblies
- Signal Circuits
- Voltage Drop Calculations
- Arc Fault Calculations
- Handling Water Damaged Electrical Equipment
- Light Box Installations
- Rehabilitation Subcode Requirements for the Electrical Inspector
- Lightning Protection
- Solar Thermal Design Requirements and Inspection Responsibilities
- Electrical Panel Hookups
- Multi-wire Circuits and Suitable Wiring Devices
- Health Care Facilities Requirements
- Branch Circuit, Feeder and Service Calculations
- Electrical Plan Review and Inspection Checklist
- Circuit Breaker Coordination Study
- Temporary Requirements- Halloween/Special Events/Carnivals

- ✓ *To satisfy the 0.5 CEU requirements, a one-day seminar should be **5 hours** in length.*
- ✓ *To satisfy the 1.0 CEU requirements, a two-day seminar should be **10 hours** in length.*
- ✓ *Seminar topics **can be combined** to fill an entire 5- or 10-hour seminar.*
- ✓ *The topic(s) of your seminar must adhere to **the New Jersey adopted regulations and standards.***
- ✓ *Practical and hand-on aspects of the training are important.*

Elevator

- Private Residence Elevators
- Review of Acceptance Tests; Annual and Semi-Annual
- Elevator Plan Review
- 2013 ASME A17.1/2008 ASME A18.1 - Overview/Updates/Significant Changes
- Maintenance on Bearings and Shafts
- Gearless Elevators
- PEOSH Requirements for Elevator Inspectors

Hotel and Multiple Dwellings

- Lead Safety
- Maintenance and Occupancy Standards
- Fire Safety Retrofit Code
- Administration and Enforcement Provisions of the Hotel and Multiple Dwelling Law
- Means of Egress and Fire Separation Assemblies
- Electrical, Elevator, Heating and Plumbing Standards
- Health and Safety Standards
- Vacant Buildings
- Sanitation and Infestation
- Carbon Monoxide Alarm Requirements
- Child-Protection Window Guards
- Natural Light, Ventilation
- Required Facilities and Security
- Cyclical Inspections
- Re-inspections

Training Development

- Trainer Certification Program (40 hours). Program content must include information on both online and face-to-face training methods.
- Trainer Refresher. Program content must include information on both online and face-to-face training methods.
- Effective tools for online training

- ✓ *To satisfy the 0.5 CEU requirements, a one-day seminar should be **5 hours** in length.*
- ✓ *To satisfy the 1.0 CEU requirements, a two-day seminar should be **10 hours** in length.*
- ✓ *Seminar topics **can be combined** to fill an entire 5- or 10-hour seminar.*
- ✓ *The topic(s) of your seminar must adhere to **the New Jersey adopted regulations and standards.***
- ✓ *Practical and hand-on aspects of the training are important.*

Selection Criteria

Proposals will be evaluated based on all of the following criteria. Any seminar proposal **MUST** clearly demonstrate a direct connection to the administration and enforcement activities outlined in either the Uniform Construction Code or the Regulations for the Maintenance of Hotels and Multiple Dwellings, or it will not be reviewed further.

Please note, to submit the proposal you **MUST** use the electronic ***Proposal Form*** that can be retrieved at www.cgs.rutgers.edu/codeenforcement. Carefully fill out the ***Proposal Form*** FOR EACH SEMINAR YOU ARE SUBMITTING, print it, attach all required supplemental materials in electronic form, and return five copies of your proposal no later than OCTOBER 6, 2015.

Supplemental materials

Supplemental materials should include detailed information about your proposed seminar, existing presentation materials and student handouts. Previously submitted and selected proposals must be resubmitted if you wish to have the seminar reviewed for selection in this academic year. Detailed supplemental materials are required for the previously selected proposals as well. All supplemental materials should be submitted in electronic form (CDs or USB flash drives) in five copies. Failure to submit supplemental materials as a part of your proposal may result in rejection of your proposal.

Seminar Title

- The title is clear, brief, specific and descriptive

Fill out the “Seminar Title” field in the ***Proposal Form***.

Target Audience/ Category of Interest

- Discipline(s) is addressed: i.e. Administrative, Building, Plumbing, Technical Assistant, etc.

Fill out the “Target Audience/ Category of Interest” field in the ***Proposal Form***. Indicate whether the seminar is intended for an administrative or technical audience. If technical, state which subcode(s) the seminar will address—Building, Electrical, Elevator, Fire Protection, Mechanical, Plumbing, Multiple Dwelling or Amusement Ride Safety.

Seminar Abstract

- The abstract is clear, brief, specific and descriptive
- The abstract describes the content, what participants will learn, and presentation format

Fill out the “Seminar Abstract” field in the ***Proposal Form***. In under 75 words, please describe your seminar, focusing on need and practical experience. If your proposal is accepted, this description will be edited for use in the program brochure. Includes specific references to the applicable subchapter(s) of the Uniform Construction Code (N.J.A.C. 5:23) and/or the Regulations for the Maintenance of Hotels and Multiple Dwellings (N.J.A.C. 5:10).

Seminar Purpose/Value

- The proposed topic is relevant and timely
- Stated objectives and goals are clear and specific
- The seminar fulfills the needs of the inspector or official in the field or office and includes a valuable set of job aids and/or tools to help participants back on the job

Fill out the “Seminar Purpose/Value” field in the ***Proposal Form***. State the purpose of your presentation. This should be phrased in terms of what participants will learn and will be able to do, not what the presenter will do.

Seminar Outline/Content

- Detailed course outline is provided, including time allotments
- Contents fit together in a logical way
- Seminar has summary and conclusion including test for review
- The content of the seminar is clearly described
- The content of the seminar is appropriate for the target audience
- Practical and hand-on aspects of the training are clearly indicated

Fill out the “Seminar Outline/Content” field in the ***Proposal Form***. Please, provide a detailed outline of your seminar and specify the amount of time you plan to spend on each topic. If you feel you need more space to adequately describe your seminar, please attach the outline as a separate document. The seminar must fill 5 hours for a one-day seminar, or 10 hours for a two-day seminar. Different subject matter may be combined to fill 5 hours.

Seminar Method/Format

- Teaching methods and activities are described
- AV materials are integrated into seminar
- Teaching style is described
- A sample of study materials and a sample of any in-class review test are included in the proposal package

In a **Proposal Form**, describe your teaching style. Please indicate what teaching methods and activities will be used. Specify how the AV material will enhance the seminar. Please attach a sample of any study materials to be used in conjunction with the seminar and a sample of the in-class review test. If these materials have not yet been developed, a detailed description will suffice; however, these materials must be filed before the course commences.

The New Jersey Department of Community Affairs reserves the right to keep on hand extra handouts to be used as part of, and/or in conjunction with, the continuing education program. Please indicate on the **Proposal Form** if we have consent to video tape and possibly use the handouts/material online.

Rutgers follows very strict copyright regulations. The instructor—not Rutgers—will be responsible for obtaining written permission for photocopying any item which contains material from another source.

Review Test

- Test includes 10 questions
- Test measures students' outcomes at the end of your seminar
- Test has clear comprehensible format

Please attach a sample of your review test. Please note, each seminar you are submitting **MUST** include an in-class review test. The test should include 10 questions. Please select the format of the questions that fits your material best (multiple choice, fill-in-blank, open-ended, etc.). It is strongly suggested to use this test also at the beginning of the seminar as a pre-test to measure the level of knowledge of your students.

Presenter Information

- Includes instructor(s) resume
- Resume cites experience and background as related to specific codes including New Jersey licenses held
- Three references that can confirm presenter's skills are attached

Fill out the "Presenter Information" field in the ***Proposal Form***. Please attach resume that includes the number and types of presentation experiences which qualify the presenter to make the presentation, plus references cite experience and background, including New Jersey licenses held. Please attach resume for each instructor teaching the seminar.

*NOTE: If an instructor is not listed in your submission he or she is ineligible to instruct the seminar without prior formal approval by Rutgers University and the Department.

Cost of the Seminar

- Proposal includes total cost, including travel and meal expenses
- Proposal includes cost of handouts per person
- Proposal indicates whether handouts are to be reproduced by Rutgers or provided by the presenter

Fill out the "Statement of Cost" field in the ***Proposal Form***. Please indicate your per seminar instructional fee, including travel and meal expenses. Travel and meal expenses should not be shown separately. **The fee per seminar is to cover ALL expenses associated with seminar instruction except overnight accommodations when necessary.** The per copy cost of any study materials should be shown separately.

*NOTE: Any seminar for which development fees are paid becomes the sole Property of Rutgers University and may not be presented to another audience without prior written permission from Rutgers University. **Please, note that if your proposal contains substantive references to the code or related reference standards and any changes are introduced and subsequently adopted to the code or regulations, it is your responsibility to update the seminar and include the proper references, as applicable. No additional development fee can be requested.**

General Information

A committee, comprising both DCA and Rutgers staff, as well as field experts will evaluate the proposals based on the selection criteria. Scheduling is anticipated to occur in early December for the spring 2016 semester, which commences in early March. Scheduling is anticipated to occur in June for the Fall 2016 semester which commences in September.

To submit the proposal you **MUST** use the electronic ***Proposal Form*** that can be retrieved at <http://cgs.rutgers.edu/codeenforcement>. Carefully fill out the ***Proposal Form*** FOR EACH SEMINAR YOU ARE SUBMITTING, print it, sign it, attach supplemental materials in electronic format (CD or USB flash drive), and return five copies. In addition, please provide one copy of signed Bidder's Declaration (Exhibit A) and Declaration of Ownership (Exhibit B) with your proposal. Your proposal will not be considered without submission of all requires materials. All proposals must be typed and submitted by U.S. mail or overnight courier (NO faxed or emailed copies) no later than **OCTOBER 6, 2015**.

If you have any questions or concerns please contact either John Delesandro at NJDCA, (609) 984-7820, or Olga Chaban at Rutgers University, (732) 932-3640 ext. 629.

Thank you for participating in 2016 Continuing Education Program for Construction and Hotel and Multiple Dwelling Code Enforcement Officials and Technical Assistants proposal process!

EXHIBIT A

BIDDER'S DECLARATION

This proposal is in response to Rutgers Request for a Proposals ("RFP") for Implementation Services for Procure-to-Pay System RFP #xxxx.

Bidder agrees to perform in accordance with all provisions of the RFP documents and any addenda thereto, except as may be specifically stated in this proposal, at the prices set forth in their proposal.

Signature of the bidder attests that the bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in this Request for Proposal unless otherwise stated in writing and submitted with the proposal and that Rutgers shall not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal.

Authorized Signatory

Title

Company Name

Date

Company Address

Telephone Number

Federal Taxpayer I.D. Number

Email Address

DUNS Number

EXHIBIT B

DECLARATION OF OWNERSHIP FORM

BIDDER'S NAME: _____

INSTRUCTIONS: This form must be completed in its entirety, signed by an authorized representative of the Bidder and submitted to Rutgers with the supplier's bid package. If Bidder has completed this form for previous RFP's with Rutgers, please update any necessary information in Section I or indicate "no change" and the RFP number you submitted the original form with, and complete sections II and III of this form. If there are any questions regarding the form, please contact the Buyer listed in the RFP package.

I. OWNERSHIP DISCLOSURE

1. Are there any individuals, corporations, or partnerships owning a 10% or greater interest in the firm? (If no, proceed to Section II; if yes please go to Question 2)

☐ Yes ☐ No

2. Please provide the names and addresses of all individuals, corporations or partnerships owning a 10% or more interest in the firm. Attach additional pages if necessary.

NAME	ADDRESSES
------	-----------

II. REPRESENTATIONS

1. Has any person listed in this form or its attachments ever been arrested, charged, indicted, pled guilty or been convicted in a criminal or disorderly persons matter by the State of New Jersey, any other Political subdivision state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)

☐ Yes ☐ No

2. Has any person or entity listed in this form or its attachments ever been excluded suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)

☐ Yes ☐ No

3. Are there now any criminal matters, suspension or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)

☐ Yes ☐ No

4. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attach a detailed explanation for each instance.)

☐ Yes ☐ No

III. CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that Rutgers 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 Rutgers to notify Rutgers in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation, 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 Rutgers and that Rutgers at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____



Professional Service Provider Agreement

This Professional Service Provider Agreement (“Agreement”), entered into on _____, 20____ by and between Rutgers, The State University of New Jersey (“Rutgers”) and _____ (“Service Provider”).

Scope of Services

Service Provider agrees to perform the services described in Exhibit A, Scope of Work (“Services”).

Payment

Conditioned upon Service Provider’s performance of the Services in accordance with this Agreement, Rutgers will pay Service Provider the amounts defined in Exhibit A as the Fees. The Fees specified in Exhibit A represent Rutgers’ total financial commitment to Service Provider for all Services and deliverables, applicable taxes, and other obligations under this Agreement. Rutgers is not subject to any sales or use taxes and such taxes will not be included in the Fees charged by Service Provider. Service Provider will provide invoices directly to the Project Director identified in Exhibit A. Undisputed invoices will be paid within 45 days of receipt of invoice to the Service Provider.

Term

The term of this Agreement is from _____, 20____ to _____, 20____, unless otherwise terminated in accordance with this Agreement. Services may not begin nor payment authorized prior to execution of this Agreement by an authorized signatory in Rutgers University Procurement Services.

Termination

Rutgers may terminate this Agreement in whole or in part at any time without cause upon at least 15 days written notice to Service Provider. If, this Agreement is a subcontract (with Rutgers being the contractor to another party, and Service Provider being Rutgers’ subcontractor), then Rutgers may immediately terminate this Agreement upon written notice to Service Provider if the prime contract is terminated for any reason.

Rutgers may terminate this Agreement upon at least 10 days written notice to Service Provider, for Service Provider’s breach of this Agreement, unless during such notice period, Service Provider fully cures the breach to Rutgers reasonable satisfaction.

Service Provider may terminate this Agreement upon at least 30 days written notice to Rutgers, for Rutgers’ failure to pay any undisputed amounts then due, unless during such notice period Rutgers fully cures the breach.

If Rutgers terminates this Agreement without cause, Rutgers will promptly pay Service Provider for its Services performed through the effective date of termination, in accordance with the terms of this Agreement.

In the event of any termination, or at any time upon Rutgers’ request, Service Provider will: (i) immediately return to Rutgers any Rutgers proprietary materials and information in Service Provider’s possession or control, including, without limitation all Rutgers Confidential Information and any deliverables then under development; and (ii) at Rutgers’ request, cooperate with Rutgers in the transition of the work performed under this Agreement to Rutgers or its designee.

Any provisions of this Agreement (including, but not limited to, confidentiality and indemnity obligations) that by their nature extend beyond termination will remain in effect in accordance with their terms.

Performance of Services

Service Provider will perform the Services in a timely manner and in accordance with any project schedule set forth in Exhibit A. The parties agree that “time is of the essence” with respect to Service Provider’s performance.

Service Provider will assign qualified and experienced personnel to perform the Services. Where Exhibit A identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Exhibit A, unless otherwise approved in writing by Rutgers. If Rutgers objects to the manner of performance of any Service Provider personnel (including any third party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to rectify the objections, including, if requested by Rutgers, the prompt removal of the individual from the provision of Services to Rutgers. If it becomes necessary to replace any personnel, Service Provider will provide as a replacement a

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

person with equivalent or better qualifications, as approved by Rutgers (such approval not to be unreasonably withheld).

Rutgers will have a reasonable opportunity (not to exceed 30 days, unless otherwise specified in Exhibit A) to review all deliverables or Services provided to Rutgers under this Agreement. If Rutgers informs Service Provider of a deficiency in the deliverables or Services, Service Provider will promptly make corrections and re-submit them to Rutgers for review and approval. Service Provider will not charge Rutgers for the time and expense in making corrections to deliverables that fail to comply with the requirements of this Agreement. If Service Provider is not able to timely make all appropriate corrections, Rutgers may elect to terminate this Agreement, in which event Service Provider will promptly refund any amounts previously paid by Rutgers for work not performed in accordance with this Agreement. Nothing in this clause will excuse Service Provider from meeting any delivery or project schedule set forth in Exhibit A.

Service Provider will provide timely and complete status and other reasonable reports to the Rutgers Project Director at least once each month or as otherwise required by Exhibit A. Status reports will identify anticipated or actual project delays or issues in reasonable detail. If Service Provider believes that Rutgers is failing to perform any activity or obligation that will delay or interfere with Service Provider's performance of this Agreement, Service Provider will promptly, notify the Rutgers Project Director in writing, and will cooperate with Rutgers efforts to resolve the matter. Rutgers' failure to perform any activity or obligation will not excuse Service Provider's delay or nonperformance, unless Service Provider provides timely notice to Rutgers in accordance with this Agreement.

Service Provider will perform the Services in accordance with all applicable laws, rules and regulations, including equal employment opportunity and import and export control laws and regulations. If Services are funded through a government grant or contract, Service Provider will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement.

Indemnification

Service Provider will indemnify, hold harmless and defend Rutgers, its governors, officers, faculty, students, agents, and employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Service Provider's negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Service Provider's confidentiality obligations, or (iii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product.

Insurance

Service Provider shall, and cause its subcontractors of any tier, to maintain, at its own cost and expense, the insurance policies described herein and submit to Rutgers at execution of this Purchase Order evidence thereof in the form of current certificates of insurance certifying all coverage. All policies and certificates of insurance, except workers compensation, shall be endorsed to name Rutgers as an additional insured and provide for the insurer's waiver of subrogation in favor of Rutgers. **Such coverage shall be deemed primary coverage irrespective of any insurance maintained by Rutgers.** All policies and certificates shall contain the provision that the insurance shall not be cancelled for any reason, except after thirty (30) days written notice to Rutgers. The following insurance coverage is the minimum required and shall not relieve the Supplier of any liability where liability for injury, death, and property damage is greater than the insurance coverage

(1) Commercial General Liability Insurance covering bodily injury, death or property damage with minimum combined single limits of \$2,000,000.00 per occurrence and in the aggregate. This policy shall be endorsed to name the Rutgers as an additional insured **and include broad form contractual liability, products liability and completed operations coverage.**

(2) Worker's Compensation and Employer's Liability Insurance which provides statutory coverage in accordance with the Worker's Compensation Laws of the State of New Jersey and Employer's Liability coverage with limits of not less than:

- \$1,000,000 each employee for Bodily Injury by Accident
- \$1,000,000 each employee for Bodily Injury by Disease
- \$1,000,000 Bodily Injury by Disease policy limit

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

(3) Business Automobile Liability insurance covering all owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 each accident and in the aggregate

Failure to maintain insurance coverage consistent with the provisions of this Section shall be considered a material breach of contract.

Ownership Rights

Service Provider shall disclose promptly to Rutgers all inventions, discoveries, formulas, processes, computer programs, algorithms, designs, trade secrets, works of authorship whether or not fixed in a tangible medium of expression and other information and know-how (collectively hereinafter "Work Product") made, discovered or developed by Service Provider either alone or in conjunction with any other person or entity during the term of this agreement. Service Provider agrees that all Work Product made, discovered, developed, authored, prepared or conceived by Service Provider in connection with the furtherance of this agreement whether alone or in combination with another, whether or not on Rutgers' premises, shall belong solely and exclusively to Rutgers. Service Provider acknowledges that no rights whatsoever in the Work Product are retained by Service Provider including the right to prepare derivative works and that any work of authorship shall be deemed a work made for hire.

Service Provider agrees to and hereby does assign all right, title and interest in and to any Work Product to Rutgers. Rutgers shall have the right to apply for, prosecute, obtain, retain and transfer any and all copyrights, trademarks, registrations, patents or any such similar right or property interest arising from or in connection with the Work Product. Service Provider agrees to cooperate with and provide all reasonable assistance to Rutgers, its designees, assignees or licensees in connection with the foregoing.

Notwithstanding the foregoing, Service Provider will retain ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Work Product, provided that Service Provider will inform Rutgers in writing before incorporating any pre-existing material or pre-existing intellectual property into the Work Product. Service Provider hereby grants Rutgers a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense) to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing materials and intellectual property as may be incorporated into the Work Product or otherwise provided to Rutgers in the course of performing the Services.

Warranties

Rutgers and Service Provider hereby represent and warrant that (i) each party has the legal capacity to execute and perform this Agreement; and (ii) that this Agreement is not fully executed until the issuance of a Rutgers Purchase Order to Service Provider.

Service Provider represents and warrants (i) that it is not debarred, suspended, proposed for debarment, declared ineligible; (ii) that the execution and performance of this Agreement by Service Provider does not, and will not, violate or conflict with the terms of any existing agreement or understanding to which Service Provider is a party; (iii) that the execution and performance of this Agreement by Service Provider does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding on Service Provider; (iv) that Service Provider knows of no reason why Service Provider is in any way (physically, legally or otherwise) precluded from performing the obligations under this Agreement in accordance with its terms; and (v) that it does not have any non-disclosure, confidentiality, non-competition or other similar obligations to any current or former employer or any other person or entity, concerning proprietary, secret or confidential information used in this Agreement

Service Provider shall not disclose to Rutgers or induce Rutgers to use any proprietary, secret or confidential information or material belonging to others, including any current or former employers or persons with whom Service Provider has had a consulting arrangement.

In addition, Service Provider warrants that it will perform the Services (i) in a diligent and highly professional manner, (ii) in accordance with applicable law; and (iii) through experienced individuals qualified to perform the Services. Service Provider will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Services and deliverables.

Further, Service Provider warrants that all deliverables will be developed in accordance with the quality standards of the applicable industry, and will meet in all respects the requirements set forth in Exhibit A and this Agreement. Without **THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.**

limitation, Service Provider warrants, to the extent applicable, that the deliverables will operate fully and correctly on the hardware and operating system and in conjunction with other software programs with which they are intended to operate and interface.

Service Provider warrants that there exists no actual, potential or appearance of conflict between Service Provider and Rutgers. Furthermore, Service Provider represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of value, to any officer, employee, or faculty member of Rutgers as an inducement to enter into or renew this Agreement. Service Provider will notify Rutgers in writing of any change in conditions that might give the appearance of a conflict of interest.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. 1320a-7b(b) ("Anti-kickback Statute"), or the federal "Stark Law," set forth at U.S.C. 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

Where the sale of goods and services hereunder requires compliance with any state or federal anti-kickback statute, and/or any federal or state anti-referral law, including the "Stark Law", Supplier certifies that it has received a copy of the RBHS Code of Conduct and Rutgers' Stark Law and Anti-Kickback Statute Policies and Procedures. The RBHS Code of Conduct is available at <http://rbhs.rutgers.edu/complweb/code/conduct.pdf>. Rutgers' Stark Law and Anti-Kickback Statute Policies and Procedures are available at <http://policies.rutgers.edu/10027-currentpdf> <http://policies.rutgers.edu/10024-currentpdf> <http://policies.rutgers.edu/10021-currentpdf>.

Each party shall ensure that its individuals providing service under the agreement who meet the definition of "Covered Persons" (as such term is defined in the "Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and the University of Medicine and Dentistry of New Jersey", as amended by a letter agreement dated May 1, 2013 between OIG and Rutgers, available at https://ethics.umdj.edu/mtrprod/documents/CIA_agree_RU_UMDNJ.pdf) shall comply with RBHS's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

The warranties set forth in this Agreement are exclusive, and neither party makes any other warranty, express or implied, including and implied warranties of merchantability and fitness for a particular use.

Remedies

Service Provider acknowledges that Rutgers will be irreparably harmed if Service Provider's obligations hereunder are not specifically enforced and that Rutgers would not have an adequate remedy at law in the event of an actual or threatened violation by Service Provider of its obligations hereunder. Therefore, Service Provider agrees and consents

that Rutgers shall be entitled to an injunction, including preliminary, or any appropriate decree of specific performance for any actual or threatened violation or breaches by Service Provider or any agent of Service Provider, without the posting of any bond, and such other relief as may be just and proper, including the right to recover all losses or damages suffered by Rutgers resulting from any such breach or threatened breach. Service Provider further agrees that, in such event, Service Provider shall reimburse Rutgers for its attorneys' fees and costs. In the event Rutgers applies to seal any papers produced or filed in any judicial proceedings to preserve confidentiality, Service Provider specifically agrees not to oppose such application and to use its best efforts to join such application.

Relationship of the Parties

Service Provider is an independent contractor, and nothing in this Agreement constitutes the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

Furthermore, Service Provider and its employees or agents, are not, and shall not be considered, employees of Rutgers. Service Provider acknowledges full responsibility for compliance with all Federal, State, and City tax regulations regarding taxes that may accrue for the Services, including expenses, if any, paid to Service Provider as a result of services rendered to Rutgers. Further, Rutgers will not provide any medical, health, insurance or similar plans or workers' compensation or any other benefit whatsoever to Service Provider, its agents or employees.

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

Service Provider has no actual authority, nor shall the Service Provider give the impression of having apparent authority, to bind or represent Rutgers with regard to any third parties.

Confidential Information

Service Provider will treat as confidential all data, records, accounts, and other information regarding Rutgers and its affiliates that become known to Service Provider or is generated by Service Provider through its activities hereunder, including information regarding Rutgers and its affiliates' operations, policies, procedures, faculty, employees, students, information technology systems, and financial information and plans ("Rutgers Confidential Information"). Rutgers Confidential Information includes the Services and deliverables. Service Provider's confidentiality obligations include establishing and maintaining appropriate safeguards, procedures, and systems to avoid the unauthorized destruction, loss, alteration, access to, or disclosure of any Rutgers Confidential Information, in accordance with the standards of the applicable industry and as otherwise required by applicable law.

Rutgers will treat as confidential all of Service Provider's proprietary methodologies, software and materials that Service Provider provides to Rutgers hereunder and which are marked "Confidential" or "Proprietary" ("Service Provider Confidential Information"). In no event will Service Provider Confidential Information be deemed to include any Rutgers Confidential Information.

During and after the term of this Agreement, neither party will use nor disclose the other party's Confidential Information, except for the purpose of providing, receiving or using the Services in accordance with this Agreement, or as may be required by law, regulation or court order. Service Provider will obtain from all subcontractors and agents authorized to perform the Services under this Agreement a signed written statement agreeing to the confidentiality provisions herein.

The obligations of confidentiality under this Section do not apply to any information to the extent it: (i) was known to the receiving party prior to such party's receipt of or access to that information under this Agreement, (ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the receiving party, (iii) is acquired from a third party entitled to disclose the information without obligation of confidentiality, or (iv) is developed independently and without use of the disclosing party's Confidential Information.

Except as otherwise required by applicable laws or regulations, including but not limited to, the New Jersey Open Public Records Act, the parties agree to, and to cause their respective affiliates to, keep confidential all non-public information relating to this Agreement.

Use of Name

Service Provider will not use the name, insignia, or symbols of Rutgers, its faculties or departments, or any variations or combination thereof, or the name of any governors, faculty member, other employee, or student of Rutgers for any purpose whatsoever without Rutgers' prior written consent.

Access to Records

Rutgers shall have full access to records, including, but not limited to financial records, in connection with this Agreement. All financial records must be maintained separately from all other accounts and shall be subject to audit by Rutgers at any time.

Notices

All progress reports to be delivered to the Rutgers Project Director as outlined in Exhibit A.

All other written notices regarding this Agreement shall be addressed to the Authorized Purchasing Buyer at Rutgers and addressed as follows:

Rutgers, The State University of New Jersey
University Procurement Services
Liberty Plaza
335 George Street, 2nd Fl.
New Brunswick, NJ 08903
(732) 235-9024 (FAX)

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

All written notices to be delivered to Service Provider shall be addressed to:

Either party may change its addressee or other information by providing written notice thereof to the other party.

Miscellaneous Terms and Conditions

Service Provider agrees that, during its engagement by Rutgers and for a period of twelve (12) months thereafter, it will not and will not attempt to, directly or indirectly, influence, solicit or canvass, any employee of Rutgers, to work for Service Provider or any individual, partnership, firm, corporation, or other entity associated with Service Provider.

Service Provider, during the period of this Agreement, shall not, without prior written consent of Rutgers, enter into any arrangement that will conflict with the task undertaken pursuant to this Agreement.

Service Provider shall not assign, delegate or subcontract any of the work or services covered by this Agreement, nor shall any interest in this Agreement be assigned or transferred, without prior written approval of Rutgers.

Rutgers is an equal opportunity employer and federal contractor or subcontractor. Consequently, Rutgers and the Supplier (and its subcontractors, if any) agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Rutgers and the Supplier (and its subcontractors, if any) also agree that, as applicable, they will abide by the requirements of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the Civil Rights Act of 1964, Title VII, 42 U.S.C.A. § 2000e et seq., the Age Discrimination in Employment Act, 29 U.S.C.A. § 621 et seq., the Americans with Disabilities Act, 42 U.S.C.A § 12101 et seq., Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, and all other laws guaranteeing equal employment.

If this Agreement is for \$50,000 or greater, and is for a goods or service contract as defined by N.J.A. 17:27 [Exhibit A](#) is incorporated herein by reference. If this Agreement is for \$50,000 or greater, and is a construction contract as defined by N.J.S.A. 17:27 [Exhibit B](#) is incorporated herein by reference.

Supplier is required to provide Rutgers with a copy of either a federally approved Affirmative Action program or a certificate of Employment Information Report. If neither form is available the Supplier must provide a copy of the completed [AA 302](#) or [AA201](#) form. Certificates must be mailed to University Procurement Services, Rutgers, The State University of New Jersey, Attn: Affirmative Action Administrator, 3 Rutgers Plaza, ASB III, 2nd Floor, New Brunswick, NJ 08901.

If this Agreement is funded by the federal government, Service Provider is required to comply with all applicable federal laws, which are hereby incorporated by reference as if they were set forth herein, including, but not limited to all laws, regulations and rules. Procurements made with federal funds are subject to compliance with the standards and requirements as set for in 2CFR, Part 215, OMB Circular A-133, Paragraph 5. All procurement requirements contained in the above Circular are incorporated herein by reference.

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

If this Agreement is funded from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, Service Provider is required to comply with all applicable laws, hereby incorporated by references as if they were set forth herein including, but not limited to the Davis-Bacon Act and Buy American Act.

This Agreement shall be construed in accordance with the laws of the state of New Jersey. The parties agree that any and all disputes arising out of this Agreement shall be filed and heard in the New Jersey Superior Court, Middlesex County or the United States District Court for the District of New Jersey, and the parties hereto consent to the jurisdiction of said courts.

This Agreement shall not confer any rights or remedies upon any third-party other than the parties to this Agreement and their respective successors and permitted assigns.

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

This Agreement constitutes the entire understanding between Rutgers and Service Provider. This Agreement shall not be binding unless executed in writing by Rutgers and Service Provider and accompanied by the issuance of a Rutgers Purchase Order. Any amendment must be made in writing, signed by both parties, and evidenced with the issuance of a Change Order. Any variance from or addition to the terms and conditions of this Agreement in any present or future invoice or other document delivered by Service Provider will be void and of no effect unless agreed to in writing by an authorized representative of Rutgers.

Acceptance by Service Provider of the Terms of this Service Provider Agreement and Agreement to Perform Such Services if authorized by Purchasing:

SERVICE PROVIDER:

Name:

Title:

Date:

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL APPROVED IN WRITING BELOW BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS.

Acknowledgment of Project Director and Dean, director or Vice President that the Project Director is requesting University Procurement Services to authorize performance of these services under the terms and conditions of this Service Provider Agreement:

PROJECT DIRECTOR:

DEAN, VICE PRESIDENT, DIRECTOR:

Name:

Title:

Name:

Title:

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

Date:

Date:

**Approval of Service Provider Agreement and authorization to Service Provider to commence work;
UNIVERSITY PROCUREMENT SERVICES**

Name:

Title:

Date:

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

Description of Services:

This section should provide detail regarding the work to be performed, milestones and deliverables for this order. Please use additional pages and provide additional specifications as required.

1. Provide a detailed explanation of the services to be performed (What is your need and how will the Service Provider meet those needs):

2. Who will be responsible for performing the services? Please provide names of individuals who will be completing the services in connection with this Scope of Work.

3. Provide the name and contact information for the Rutgers Project Director. The Rutgers Project Director will: (1) have sole authority to accept deliverables; (2) receive status reports and attend project meetings; (3) serve as the primary interface between Rutgers and Service Provider; and (4) administer and have sole authority to review any requests by Service Provider to amend this Agreement.

4. What are the milestones and deliverables required during the project? Include a project schedule.

5. Where will the services be performed? What, if anything does Rutgers have to provide for the services to be performed?

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

6. What is the final deliverable/outcome of the services (Data Analysis Report, Drawings, etc. Be as detailed as possible)

Payment Terms:

Service Provider will perform and provide all the Services and deliverables in accordance with this Agreement for a fixed amount or time and materials not to exceed \$ (the "Fees"). The total fee includes all other expenses, including transportation and subsistence expenses.

Please itemize all time and material rates along with any expenses in connection with the Fee.

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

Independent Contractor or Employee Determination Form

This questionnaire is intended to help you determine Independent Contractor or Employee Classification. The following questions are designed to assist you in determining whether a sufficient level of control is present to establish an employee/employer relationship. These questions have been derived from specific "control" factors defined by the Internal Revenue Service. Determination of Independent Contractor or Employee Classification is made by the University Tax Director.

Instructions: As required under University Policy 20.1.17, this form must be completed for the engagement of professional service providers. The completed form (including all signatures must be attached to the requisition in RIAS or MarketPlace).

NOTE: If it has been determined that the individual has been designated as an employee, and then departments can reach out to their designated Human Resource Consultant at <http://uhr.rutgers.edu/hr-consultant-assignments>.

To be completed by Service Provider

Name of Individual/Business Street Address City, State and Zip Code (Foreign entities, please complete Foreign Visitor Info Sheet)	Explain in detail the nature of the service to be provided:
How many FT Employees: (+5 FT employees, Supplier is not required to answer questions 1-18, but signature of attestation is required.)	

1	Are you a current employee or have you been a Rutgers employee during the past twelve (12) months?	YES <input type="checkbox"/> NO <input type="checkbox"/>
2	Does Rutgers provide direction or have the right to control how the work is performed?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3	Is Rutgers requiring you to attend any training or employee orientation?	YES <input type="checkbox"/> NO <input type="checkbox"/>
4	Does Rutgers hire, supervise and pay assistants to help you with the services provided?	YES <input type="checkbox"/> NO <input type="checkbox"/>
5	Does Rutgers set your work schedule, i.e. the number of hours to be worked and when?	YES <input type="checkbox"/> NO <input type="checkbox"/>
6	Does Rutgers provide you with office space, tools, materials and supplies necessary to complete the work?	YES <input type="checkbox"/> NO <input type="checkbox"/>
7	Will the contract payment be based on an hourly, weekly, or monthly rate? If yes, how:	YES <input type="checkbox"/> NO <input type="checkbox"/>
8	Will you receive pension, healthcare, tuition, or other benefits from the State Health Benefits Program and/or Rutgers? If yes, what:	YES <input type="checkbox"/> NO <input type="checkbox"/>
9	Do you perform similar services for Rutgers on a continuous basis? If yes, indicate length of service:	YES <input type="checkbox"/> NO <input type="checkbox"/>
10	Do you market your services to the general public?	YES <input type="checkbox"/> NO <input type="checkbox"/>
11	Are you free to provide services for entities other than Rutgers concurrently with this assignment?	YES <input type="checkbox"/> NO <input type="checkbox"/>
12	Can Rutgers discharge you for reasons other than non-performance of the contract?	YES <input type="checkbox"/> NO <input type="checkbox"/>
13	Do you bear all the expenses of the service engagement (i.e. travel and business expenses, etc.)	YES <input type="checkbox"/> NO <input type="checkbox"/>
14	Are you a current or former federal, state, and/or local elected or appointed government official? Former public officials are defined as those who have held office or other public positions within three years of their Rutgers employment or engagement.	YES <input type="checkbox"/> NO <input type="checkbox"/>
15	Will you be instructing a Non-Credit class?	YES <input type="checkbox"/> NO <input type="checkbox"/>
16	Did you develop the course syllabus and materials?	YES <input type="checkbox"/> NO <input type="checkbox"/>
17	Will the course be held on Rutgers' campus?	YES <input type="checkbox"/> NO <input type="checkbox"/>
18	Provide your professional service website address:	
19	Provide the names of customers other than Rutgers (i.e. Client Name, Contact, Website, Email, Phone) as an attachment.	

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE ALL OF THE ABOVE QUESTIONS HAVE BEEN ANSWERED CORRECTLY.

SIGNATURE OF INDIVIDUAL OR COMPANY OFFICIAL AND TITLE

DATE

By submitting this registration form, you certify that all information provided is accurate and reliable; your company is not suspended or debarred by the Federal Government or the State of New Jersey from participating in Federal or State funded projects; have not been sanctioned by or excluded from participation in any federal or state health care program, including Medicare and Medicaid; and that no conflict of interest exists or will exist as a result of your participation as a Rutgers supplier (Conflict of Interest: <https://purchasing.rutgers.edu/>)