

LABORATORY SERVICES AGREEMENT

THIS AGREEMENT made this 15TH of October, 2020 by and between **ROWAN UNIVERSITY** (“CLIENT”) and **ACCURATE DIAGNOSTIC LABS, INC** (“LABORATORY”).

WHEREAS, LABORATORY is engaged in the business of providing clinical laboratory services (the “Services”); and

WHEREAS, CLIENT desires to contract with LABORATORY to provide clinical laboratory services for CLIENT, and LABORATORY desires to provide the Services described herein.

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM AND TERMINATION

This Agreement shall become effective on the date set forth above and shall continue in effect until terminated by either party. This Agreement shall have an initial term of one (1) year (“Initial Term”) and shall be automatically renewed for additional periods of one (1) year (“Renewal Term”) at the end of the Initial Term or any Renewal Term, unless previously terminated by either party.

This Agreement may be terminated:

- a) By either Party, without cause, at any time, by giving the other party thirty (30) days prior written notice to the address set forth in Section 9; or
- b) Immediately by CLIENT or LABORATORY, as applicable, upon the occurrence of any event which constitutes “Just Cause”, defined as:
 1. Either Party’s failure to abide by the terms and conditions of this Agreement, provided that the breaching Party shall be entitled to two (2) weeks prior written notice, during which time the breaching Party shall have the right to attempt to cure such violation to the reasonable satisfaction of the non-breaching Party, if such breach is able to be cured;
 2. CLIENT’s participation in any dishonest act vis-à-vis the assets or income of LABORATORY, whether or not criminal charges are brought; and engaging in any conduct having a reasonable prospect of materiality damaging the reputation or integrity of LABORATORY;
 3. The involuntary or voluntary liquidation or dissolution of CLIENT;
 4. CLIENT’s release of any confidential information or other material regarding the operations, business, finances, ownership or other aspects of LABORATORY; or
 5. In the event any of the representations contained in Section 13, or anywhere else within this Agreement, are untrue or inaccurate in any material respect at any time.

2. TESTING SERVICES

LABORATORY agrees to perform such Services for CLIENT as may be requested by CLIENT, if available, during the term of this Agreement. The Services shall include those tests listed in LABORATORY’s then-current Directory of Services, as the same may be modified from time to time by LABORATORY and such additional services as the parties may agree to in writing.

Every specimen must be sent to the LABORATORY with the appropriate test requisition form, setting forth all information necessary for LABORATORY to perform the Services. CLIENT is solely responsible for transporting specimens between the Parties and protecting against any unauthorized disclosures of protected health information while the specimens are in transit (regardless of whether transfer mode is electronic or otherwise). The service area under this Agreement shall be the state of New Jersey (“Service Area”). CLIENT shall be responsible for obtaining all consents and releases from patients related to the Services, including, without limitation, the release of Test (defined below) results to CLIENT, and shall furnish copies of such consents and releases to LABORATORY along with each requisition submitted by the CLIENT.

3. ADDITIONAL SERVICES

A. SPECIMEN PICK UP AND REPORT DELIVERY

LABORATORY will provide a reference specimen pick up daily. LABORATORY shall use reasonable efforts to electronically transmit results from its Services to CLIENT within seventy two (72) to ninety six (96) hours of receipt of the specimen. To the extent applicable, LABORATORY shall report panic or critical values performed at LABORATORY facilities in a manner consistent with LABORATORY’s standard policies and procedures. CLIENT hereby represents and warrants that it has reviewed such policies and procedures and further acknowledges that it understands and agrees with LABORATORY policies and procedures.

B. CONSULTATION

LABORATORY staff shall be available to consult with CLIENT by telephone during normal LABORATORY working hours to discuss LABORATORY's procedures and to provide the status of test results.

4. FEES

CLIENT agrees to pay for the Services provided under this Agreement the fees set forth in LABORATORY’s Directory of Services, provided that the Parties have agreed to the following fee for COVID-19 testing (“Test”):

Test Code	Test Code Description	Test Code Fee
KIT008138	SALIVA TEST KITS COVID-19	\$ 15.00
SR008138	SALIVARY, SARS-COV-2 COVID-19 TEST	\$ 85.00

shall
entirety

CLIENT
pay the
of the

charges for the Kits and the processing upon delivery of the Kits to CLIENT. After the Initial Term of this Agreement, CLIENT and LABORATORY agree to negotiate a price increase. LABORATORY shall provide CLIENT an amendment detailing the mutually agreed upon price increase thirty (30) days prior to the effective date of the increase. If the parties cannot reach agreement, LABORATORY shall have the right to terminate this Agreement by giving thirty (30) days’ written notice to CLIENT. CLIENT and LABORATORY acknowledge and agree that fees shall not be adjusted more frequently than once a year.

Notwithstanding the foregoing, CLIENT acknowledges that LABORATORY may develop and/or provide new technologies and/or new methodologies during the term of this Agreement. LABORATORY shall notify CLIENT when such technologies and/or methodologies are available and the fee associated with such technologies and/or methodologies. If, during the term of this Agreement, any nationally recognized professional medical association makes recommendations that establish or change a standard of care for testing, the parties will work in good faith to agree on an appropriate rate of payment for testing affected by the new or modified standard of care on a fee for service basis. If the parties cannot reach agreement, LABORATORY shall have the right to terminate this Agreement by giving thirty (30) days’ written notice to CLIENT.

5. BILLING

LABORATORY will submit to CLIENT a monthly itemized statement upon receipt of the Test kits described above. Such invoice shall include a one tie for all kits in the amount of \$100 (\$15 for the kit and \$85 for testing). Payment is due thirty (30) days after the date of invoice. Failure to remit payment within said time may result, among other remedies available to LABORATORY, in the loss or reduction of CLIENT's discount and/or special prices on future Services or discontinuation of Service. Additionally, CLIENT shall pay LABORATORY a late fee equal to five (5%) percent of the amount due to LABORATORY. In addition, all payments not timely paid shall bear interest at the rate of ten (10%) percent per annum accruing from the day that such payments became past due. If, as a result of such non-payment, LABORATORY reduces or removes any discount and/or special prices, the terms and prices contained in LABORATORY's current Fee Schedule shall become the Fees payable by CLIENT. LABORATORY may, at its option, reinstate any discount and/or special prices after CLIENT brings its balance current and remaining current for a consecutive period of at least six (6) months. Nothing in the foregoing shall waive any rights or remedies available to LABORATORY with respect to late payment by CLIENT. If

LABORATORY is compelled to engage in collection efforts or bring suit to collect amounts due hereunder, it shall be entitled to recover interest on amounts due. If CLIENT fails to remit payment when due, LABORATORY may, at its option, immediately terminate this Agreement, and all Payment for Services performed will become immediately due and payable, subject to the late payment and interest provisions described herein. If this Agreement expires or terminates for any reason, CLIENT shall pay for all Services rendered by LABORATORY prior to such termination/expiration date within thirty (30) days thereof. This provision shall expressly survive the expiration or termination of this Agreement for any reason.

CLIENT agrees that it shall not bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from any third-party payor or governmental or private payor program, including, without limitation, Medicare or Medicaid, for the Services provided to CLIENT pursuant to this Agreement.

6. ACCREDITATION OF CLIENT AND LABORATORY

The Services performed hereunder shall be performed at testing facilities to be selected by LABORATORY. LABORATORY is properly licensed and accredited by the appropriate federal and state regulatory agencies, such as the College of American Pathologists (CAP) and/or the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), and must meet CLIA requirements to perform the Services hereunder. Reasonable documentation of such credentials shall be provided upon written request.

7. HIPAA REQUIREMENTS AND CONFIDENTIALITY

To the extent applicable, the Parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 (“HIPAA”), and the requirements of any regulations promulgated there under including without limitation the federal privacy standards as contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Standards”), the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Standards”) and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, each as may be amended from time to time. Toward that end, LABORATORY agrees to enter into a Business Associate Agreement with Client. The Parties agree not to use or further disclose any protected health information, as defined in 45 C.F.R. § 164.504, or individually identifiable health information as defined in 42 U.S.C. § 1320d (collectively, the “Protected Health Information”), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Standards and the Federal Security Standards. The Parties shall implement appropriate safeguards to prevent the use or disclosure of a patient’s Protected Health Information other than as provided for by this Agreement, or as permitted or required by law. LABORATORY will promptly report to CLIENT any use or disclosure of a patient’s Protected Health Information not provided for by this Agreement or in violation of HIPAA, the Federal Privacy Standards, or the Federal Security Standards of which LABORATORY becomes aware.

Each Party acknowledges that, during the term hereof, it shall have access to certain information and data that is confidential and proprietary to the other Party. Accordingly, each Party covenants and agrees that, during the term of this Agreement and at all times thereafter, such Party and its owners, employees, agents and representatives shall: (a) hold the other Party’s Confidential Information (as defined below) in strict confidence; (b) not disclose, disseminate or make available to any third party other Party’s Confidential Information without the other Party’s prior written consent; and (c) not to use, copy or otherwise benefit from the other Party’s Confidential Information except in furtherance of this Agreement or as reasonably necessary to carry out its duties hereunder.

For purposes of this Agreement, “Confidential Information” means any and all confidential and proprietary information disclosed (whether transmitted by oral, written, electronic or any other means) to a Party (the “Receiving Party”) by or on behalf of the other Party (the “Disclosing Party”), including, without limitation, business plans, trade secrets, intellectual property, patents, trademarks, copyrights, know-how, data, inventions, models and strategies, developments, concepts, processes, technical or engineering developments, policies and procedures, marketing plans, marketing materials, negotiation strategies, compensation structures, pension and profit-sharing

plans, contracts, leases, agreements, pricing and cost information, financial statements, balance sheets, financial projections, tax records, accounting procedures, assets and liabilities, credentialing files, insurance policies, claims, settlements, pending or threatened litigation of any nature, personnel history, referral sources, and any other information concerning the business or affairs of the Disclosing Party. Confidential Information shall include information that is based upon or derived from Confidential Information.

The Parties acknowledge and agree that all Confidential Information disclosed hereunder shall remain the sole and exclusive property of the Disclosing Party. This Agreement shall not confer upon the Receiving Party, or be a basis for implying, any license, interest or rights of any kind in or to the Confidential Information of the Disclosing Party.

If the Receiving Party becomes legally obligated to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party shall furnish only that portion of Confidential Information which the Receiving Party is legally required to disclose.

Upon the termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party or destroy any and all Confidential Information that the Receiving Party may have in its possession, and any copies thereof in any format.

In light of the sensitive and proprietary nature of the Confidential Information protected hereunder, the Receiving Party acknowledges and agrees that the Disclosing Party shall be entitled to enforce this Agreement by seeking an injunction to enjoin and restrain the unauthorized disclosure or use of its Confidential Information. Nothing herein shall be construed as limiting the Disclosing Party's right to seek any other remedies available to the Disclosing Party for the Receiving Party's breach or threatened breach of this Section 8, including, but not limited to, monetary damages. In the event that a court of competent jurisdiction determines that the Receiving Party has breached its obligations under this Section 8, the Receiving Party shall be responsible for reimbursing the Disclosing Party for all costs and expenses incurred by the Disclosing Party in connection with enforcing its rights hereunder, including, without limitation, reasonable attorneys' fees and court costs.

8. CHANGE IN LAW OR REGULATION

The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect including but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Deficit Reduction Act of 2005 ("DRA"), and applicable State False Claims Acts ("SFCA"). The parties agree to execute amendments as may be necessary for the continuing compliance with the aforementioned Acts, as additional regulations are promulgated or become final and effective. Should either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or subsequent enactments by federal, state or local authorities, or if any such change or proposed change would materially alter the amount or method of compensating LABORATORY for Services performed for CLIENT or for any other party under this Agreement, or would materially increase the cost of LABORATORY's performance hereunder, the parties agree to negotiate written modifications to this Agreement as may be necessary to establish compliance with such authorities or to reflect applicable changes. Nothing herein shall release CLIENT from its obligations to pay all amounts owed for Services rendered at the rate that was in effect at the time such Services were rendered. This provision shall expressly survive the expiration or termination of this Agreement for any reason.

9. NON-ASSIGNABILITY

This Agreement may not be assigned by either party without the written consent of the other party which consent shall not be unreasonably withheld or delayed.

10. NOTICES

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by

Revised 04/20/2021

certified or registered mail to LABORATORY at:

ACCURATE DIAGNOSTIC LABS
3000 HADLEY ROAD
SOUTH PLAINFIELD, NJ 07080
Attention: LEGAL

and to CLIENT at:

ROWAN UNIVERSITY
WINANS HALL
201 MULLICA HILL ROAD
GLASSBORO, NJ 08028
Attention: Melissa Wheatcroft and Scott Woodside

11. INDEPENDENT RELATIONSHIP

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between CLIENT and LABORATORY other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees shall be construed to be the agent, employer or representative of the other.

12. FORCE MAJEURE

LABORATORY shall not be liable for any claims or damages and shall be excused for such claims, damages, failures and delays in the performance of its obligations under this Agreement due to any act or cause beyond the reasonable control and without the fault of LABORATORY including, without limitation, acts of God such as fire, flood, tornado, earthquake; acts of government (i.e., civil injunctions or enacted statutes and regulations); or acts or events caused by third parties such as riot, strike, power outage or explosion; or the inability due to any of the aforementioned causes to obtain necessary labor or materials.

13. WARRANTY; LIMITATION ON LIABILITY

- A. CLIENT WARRANTS TO LABORATORY THAT NEITHER CLIENT NOR ANY OF ITS EMPLOYEES, INDEPENDENT CONTRACTORS, OR OWNERS ARE OFFERING, PAYING OR SUPPLYING ANY REBATES, IN THE FORM OF REFUNDS, DISCOUNTS, OR KICKBACKS, WHETHER IN THE FORM OF MONEY, SUPPLIES, EQUIPMENT, OR OTHER THINGS OF VALUE. CLIENT WARRANTS TO LABORATORY THAT CLIENT DOES NOT RENT SPACE FROM, OR PROVIDE PERSONNEL OR OTHER CONSIDERATIONS TO, ANY PHYSICIAN OR OTHER PRACTITIONER, WHETHER OR NOT A REBATE IS INVOLVED, UNLESS THE SAME IS COMPLIANT WITH ALL APPLICABLE LAWS AND REGULATIONS.
- B. LABORATORY WARRANTS TO CLIENT THAT NEITHER LABORATORY NOR ANY OF ITS EMPLOYEES, INDEPENDENT CONTRACTORS OR OWNERS HAVE BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE OR EXCLUDED FROM MEDICARE, MEDICAID OR ANY OTHER FEDERAL OR STATE GOVERNMENT HEALTHCARE PROGRAM.
- C. LABORATORY WARRANTS TO CLIENT THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED CLINICAL LABORATORY TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS.
- D. NO OTHER WARRANTIES ARE MADE BY LABORATORY.
- E. CLIENT AGREES AND ACKNOWLEDGES THAT LABORATORY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE TEST, WHATSOEVER, INCLUDING, WITHOUT

LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY REPRESENTATION OR WARRANTY REGARDING THE SAFETY, EFFICACY, ACCURACY, RELIABILITY OR AVAILABILITY OF THE TEST; CLIENT AGREES TO LOOK SOLELY TO THE MANUFACTURER OF THE TEST FOR ANY MATTERS INVOLVING THE TEST.

- F. IN NO EVENT SHALL LABORATORY BE RESPONSIBLE FOR ANY PUNITIVE DAMAGES OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES OF CLIENT OR OF ANY THIRD PARTY. LABORATORY'S LIABILITY FOR OTHER DAMAGES HEREUNDER SHALL NOT EXCEED, IN THE AGGREGATE, THE THREE MONTHLY INSTALLMENTS OF THE PAYMENTS ACTUALLY PAID TO LABORATORY UNDER THIS AGREEMENT FOR THE PERIOD IMMEDIATELY PRIOR TO THE DATE UPON WHICH THE DAMAGES ARE ALLEGED TO HAVE OCCURRED.

14. INDEMNIFICATION

CLIENT shall indemnify, hold harmless and defend LABORATORY from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising in connection with, any breach by CLIENT of the terms of this Agreement to the extent permitted by law. LABORATORY shall indemnify, hold harmless and defend CLIENT from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising in connection with, any breach by LABORATORY of the terms of this Agreement

15. BENEFIT

This Agreement is intended to inure only to the benefit of LABORATORY and CLIENT. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.

16. NONDISCRIMINATION

All Services provided by LABORATORY hereunder shall be in compliance with all applicable Federal and State laws, regulations and ordinances prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicap, veteran status or any other protected class.

17. HEADINGS

The headings in this Agreement are for convenience and reference only and are not intended to, and shall not define or limit the scope of the provisions to which they relate.

18. ENFORCEABILITY/SEVERANCE CLAUSE

The invalidity or unenforceability of any term or provisions of this Agreement in any jurisdiction shall not affect the validity or enforceability of any of the other terms or provisions in that jurisdiction or of the entire Agreement in any other jurisdiction. If any provision is held invalid by a court of competent jurisdiction, such shall be severed and the Agreement shall be interpreted as though the severed provision had not existed.

19. WAIVER

No course of dealing between the parties or any delay on the part of either party in exercising any rights they may have under this Agreement shall operate as a waiver of any of the rights of the other party. No express waiver shall affect any condition, covenant, rule, regulation, right or remedy other than the one specified in such waiver and only for the time and in the manner specifically stated.

20. ACCESS TO BOOKS AND RECORDS

If the Services to be provided by LABORATORY hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), LABORATORY shall until expiration of ten (10) years make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of LABORATORY that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000.00 or more over a twelve (12) month period. In addition, with respect to any applicable

Revised 04/20/2021

subcontract, such subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related organization, until the expiration of six (6) years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the subcontract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

During the term of this Agreement, upon reasonable prior written request and during normal business hours, LABORATORY shall allow CLIENT reasonable access to LABORATORY records concerning the Services provided hereunder. CLIENT warrants and represents that it has obtained any necessary written consent from CLIENT patients for the release of such records. Such consent shall satisfy all applicable laws and regulations including but not limited to the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

21. GOVERNING LAW; JURISDICTION.

This Agreement shall be governed by the laws of the State of New Jersey and shall be enforceable in the courts of the State of New Jersey, or in the United States District Court for the District of New Jersey. The parties irrevocably submit to the exclusive jurisdiction of such courts.

22. MODIFICATION

This Agreement may only be modified in a writing signed by authorized representatives of each party.

23. TERMS AND CONDITIONS


This Agreement is subject to the Terms and Conditions of Rowan University as attached (Addendum A), New Jersey Executive Order #166, Notice of Executive Order 166 Requirements for Posting of Winning Proposal and Contract Documents (Addendum A, Paragraph IX) and all relevant regulations and conditions.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties hereto concerning the subject matter herein and is a complete statement of the terms thereof and shall supersede all previous understandings between the parties, whether oral or written with respect to the subject matter herein. The parties shall not be bound by any representation made by either party or agent of either party that is not set forth in this Agreement. Any applicable provisions required by federal, state, or local law are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

LABORATORY: ACCURATE DIAGNOSTIC LABS, INC

By: 

Print Name: Rupen Patel

Date: 5/5/2021

CLIENT: ROWAN UNIVERSITY

By: 

Print Name: Joseph Scully

Date: Apr 20, 2021

Addendum A

ROWAN UNIVERSITY TERMS AND CONDITIONS

The following terms and conditions apply to all contracts or purchase agreements made with Rowan University unless specifically deleted on the University's proposal form. Vendors submitting offers to the University must cross out any paragraphs with terms they do not agree to meet. Any cross-out or change in the University's terms and conditions will be a determining factor in the award of a contract or purchase agreement. Bidders are notified by this statement that all terms and conditions will become a part of any contract(s) or order(s) awarded, as a result of the request for proposal, whether stated in part, in summary or by reference. In the event of a conflict between these terms and conditions, and the agreement by and between the University and vendor (the "Agreement"), the Agreement shall prevail. Notwithstanding anything herein or anywhere to the contrary, University has declared, by resolution passed by the affirmative vote of its board of trustees, that an exigency or emergency exists with the arrangement with Vendor hereunder ("Arrangement"), and, as such, hereby acknowledges and agrees that the Agreement, including without limitation the below Terms and Conditions are subject to the emergency exception set forth at N.J.S.A. 18A:64M-9. Accordingly, any Sections or provisions regarding bids, proposals, awards, or inspections, etc., including, without limitation, any conditions, processes, specifications, requirements or obligations in connection with the bidding/proposals/awards process set forth in the Agreement or the Terms and Conditions are not applicable to the Arrangement and are hereby waived by University.

I. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

- A. CORPORATE AUTHORITY** It is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey. Refer to N.J.S.A. Title 14A, Chapter 13.3.
- B. ANTI-DISCRIMINATION** All parties to any contract with Rowan University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained with N.J.S.A 10:2.1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5.38, and all rules and regulations issued including any amendments to these laws.
- C. PREVAILING WAGE ACT** The New Jersey Prevailing Wage Act P.L. 1963, Chapter 150 is hereby made a part of every contract entered into on behalf of Rowan University, except those contracts which are not within the contemplation of the Act. The Bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.
- D. THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** (P.L. 1983, c.315; N.J.S.A 34:a-1 et seq.) required employers to label all containers of hazardous substances by March 29, 1985. By August 29, 1986, employers must have labeled all containers on their premises. Proper compliance shall be deemed a term and condition of any University purchasing contract.
- E. OWNERSHIP DISCLOSURE** Contracts for any work, goods, or services cannot be issued to any firm unless prior to or at the time of bid submission the firm has disclosed the names and addresses of all its owners holding 10 percent or more of the firm's stock or interest. Refer to N.J.P.L 1977, Chapter 33.
- F. COMPLIANCE-STATE LAWS** It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- G. COMPLIANCE LAWS** The vendor must comply with all local, state, and federal rules and regulations applicable to this contract and to the work to be done hereunder.

II. LIABILITIES

- A. LIABILITY COPYRIGHT** The Contractor shall hold and save Rowan University and its officers, agents, students, servants, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- B. INDEMNIFICATION** The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless Rowan University, its officers, agents, students, servants, and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property, injury or damage to the person, body or property of any person or persons whatsoever, which shall result solely and directly from the work and/or materials supplied under this contract, unless such claims, demands, suits, actions, recoveries, judgments and costs and expenses are caused solely and entirely by act or omission of Rowan University or anyone acting on Rowan University's behalf. This indemnification obligation is not limited by, but is an addition to, the insurance obligations contained in this agreement.
- C. INSURANCE** The successful bidder shall secure and maintain in force for the term of the contract liability insurance

as provided herein. The successful bidder shall provide Rowan University with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after thirty days written notice to the Purchasing Department of Rowan University.

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

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

Upon request, the successful contractor will provide certificates of such insurance to the Purchasing Department of Rowan University, prior to the start of the contract and periodically during the course of a multi-year contract.

III. TERMS GOVERNING ALL PROPOSALS TO ROWAN UNIVERSITY PURCHASING DEPARTMENT (Unless Otherwise Specified in Bid Specifications)

- A. **CONTRACT AMOUNT** The estimated amount of the contract(s), as stated in Rowan University's Advertised Bid Proposal Form, shall not be construed as either the maximum or the minimum amount which the University shall be obligated to order as the result of this proposal or any contract entered into as a result of this proposal.
- B. **CONTRACT PERIOD AND EXTENSION OPTION** If, in the opinion of the University's Purchasing Director, it is in the best interest of the University to extend any contracts entered into as a result of this proposal for a period of all or any part of a year, the contractor will be so notified of the University's Purchasing Director intent at least 30 days prior to the expiration date of the existing contract. If the extension is acceptable to the contractor, at the original prices and on the original terms, notice will be given the contractor by the University's Purchasing Director in writing. In such cases a net Performance Bond must be submitted by the contractor on a pro rata basis of the original Performance Bond to cover the period of the extension, at the sole discretion of the University.
- C. **UNIVERSITY RIGHT TO REJECT ALL BIDS** The University reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the interest of the University. In the case of tie bids orders shall be awarded to the vendor or vendors best meeting all specifications and conditions.
- D. **VENDOR RIGHT TO PROTEST-INTENT TO AWARD** Except in cases of emergency, bidders have the right to protest the University's proposed award of the contractor as announced in the notice of intent to award. Unless otherwise stated, a bidder's protest must be received no later than 48 hours after the date on the notice of intent to award. In cases of emergency, the University may eliminate the right to protest. Bidder's protest must be in writing and delivered to the University's Purchasing Director. The protests must include the specific grounds for challenging the award. Within one week of receipt of the written protest, the University's Purchasing Director shall give written notification of the University's acceptance or rejection of the protest. In cases of rejection, the Bidder has the right to request a hearing. Such request must be made within 48 hours of the date of notice of rejection. If a hearing is requested, the University's Purchasing Director will schedule it and send written notice to the Bidder no later than one week prior to the date scheduled for the hearing. The University's approved hearing officer will preside at the hearing and may call any person he/she deems necessary to testify. Should the Bidder fail to attend, it shall be considered a retraction of his protest. The University's hearing officer shall render the University's decision within one week of the end of the hearing and give a written copy to the Bidder.
- E. **TERMINATION OF CONTRACT**
 1. **Change of Circumstances**—Where circumstances and/or the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the public interest, the University's Purchasing Director may terminate a contract entered into as a result of this bid, upon no less than 30 days notice to the vendor and an opportunity to respond.
 2. For cause:
 - a. Where a vendor fails to perform or comply with a contract, and fails to respond or comply with the written complaint of the University Purchasing Director, the University Purchasing Director may terminate the contract upon 14 days notice to the vendor with an opportunity to cure the alleged failure.
 - b. Where a vendor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping, etc. so that the University Purchasing Director is repeatedly required to issue written complaints, the University Purchasing Director may terminate the contract upon 14 days notice to the vendor with an opportunity to respond. In cases of emergency the University Purchasing Director may shorten the time periods of notification and may dispense with an opportunity to respond.

- F. SUBCONTRACTING OR ASSIGNMENT** The contract may not be sub-contracted or assigned by the contractor, in whole or in part, without the prior written consent of the Rowan University Purchasing Director. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract. In the event that bidder proposes to subcontract the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an itemization of the services to be supplied by them. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the University.
- G. PERFORMANCE GUARANTEE OF BIDDER** The bidder hereby certifies that: The equipment offered is standard new equipment, and is the manufacturer's latest model in production with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
1. All equipment supplied to the University and operated by electrical current is UL listed.
 2. All new machines are to be guaranteed for a period of one year from time of delivery and/or installation and prompt service rendered without charge, regardless of geographic location.
 3. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
 4. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within 48-hour period or within the time accepted as industry practice.
 5. The contractor shall immediately replace any material, which is rejected for failure to meet the requirements of the University.
 6. All services rendered to the University shall be performed in strict and full accordance with the specifications as agreed to in the contract. A service contract shall not be considered complete until final approval by the University is rendered. Payment to vendors for such services rendered may not be made until final University approval is given.
- H. RESERVED.**
- I. BID ACCEPTANCES AND REJECTIONS** Bids shall be automatically rejected for any of the following causes:
1. No signature in the bid document;
 2. Bids received after date and time specified on bid request form;
 3. Bid fails to provide price information;
 4. Failure to provide required security;
 5. Failure to attend a mandatory Bidder's conference or site inspection;
 6. Failure to initial any alteration of essential information such as price;
 7. Essential information such as price and product description submitted only in pencil;
 8. Failure to comply with State of New Jersey Affirmative Action Guidelines promulgated pursuant to Chapter 127.P.L. 1975.
- J. UNIVERSITY'S RIGHT TO INSPECT BIDDER'S FACILITIES** The University reserves the right to inspect the bidder's establishment before making an award.
- K. MAINTENANCE OF RECORDS** The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request.

IV. TERMS RELATING TO PRICE QUOTATION

- A. PRICE FLUCTUATIONS DURING CONTRACT** All prices quoted shall be firm and not subject to increase during the period of the contract unless agreed to in writing by the University or as otherwise specified in the Agreement.
1. In the event of a manufacturer's price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The University must be notified in writing of any price reduction within five (5) days of the effective date.
- B. DELIVERY COSTS** Unless noted otherwise in the specification, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the vendors shall assume all liability and responsibility for the delivery of merchandise in good condition to the University unless otherwise specified. Unless otherwise specified, F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the University or the designated receiving points indicated on the Purchase Order. No additional charges will be allowed for any transportation costs resulting from partial shipments made a vendor's convenience when a single shipment is ordered. The weights and measures of the University shall govern.
- C. C.O.D. TERMS** Unless otherwise stated in the Request for Proposal, C.O.D. Terms are not acceptable as part of a bid proposal and are cause for automatic rejection of a bid.
- D. TAX CHARGES** The University is exempt from State sales or use taxes and Federal excise taxes. They must not be included in the vendor's price quotations.

E. PAYMENT TO VENDORS Payments for goods and/or services purchased by the University will be made only against the Contractor's Invoice. The contractor's Invoice in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the University on the date of each delivery.

V. CASH DISCOUNTS Cash discounts for periods of less than 10 days will not be considered as factors in the award of contracts for purposes of determining the University's compliance with any discount offered.

- A.** A discount period shall commence on the day the University receives a properly executed Contractor's Invoice for products and services that have been duly accepted by the University in accordance with the terms, conditions, and specifications of the Contract/Purchase Order. If the invoice is received prior to delivery of the goods and services, the discount period begins with the acceptance of the goods or services.
- B.** The date on the check issued by the University in payment of that invoice shall be deemed the date of the University's payment of that invoice.

VI. HAZARDOUS MATERIALS

REFERENCES: 29 CFR 1910, SUBPART H AND PART .1200 NJAC TITLE 9, Chapter 59 et. al.

- A.** All hazardous materials used on the campus by any contractor are required to have a Material Safety Data Sheet (MSDA) filed with the Safety Office.
- B.** All hazardous materials left on-site and not consumed or used by the end of the daily work shift by a contractor's crew must be labeled and marked in accordance with the appropriate sections of the New Jersey Worker and Community Right-to-Know Act.
- C.** In summary, this act required labels identifying the top five constituents of a product, hazardous or non-hazardous, by common chemical name and Chemical Abstract Service (CAS) Number.
- D.** Most products manufactured or packaged outside of New Jersey do not meet this requirement without additional action on the part of the end item user or consumer.
- E.** All requirements of the United States Environmental Protection Agency (US EPA) as outlined in 40 CFR must also be complied with. **STORAGE ON SITE/CAMPUS:** All hazardous materials stored on site or on campus must be secured to prevent unauthorized use or contact with campus affiliates or the general public. In addition, all stoppage must meet the technical requirements of the NJ DEP or DCA, or the University; whichever is more stringent.
- F. DISPOSAL:** All contractor owned or furnished residue or surplus hazardous material must be removed from the campus immediately after being classified as "waste", or when they are no longer usable for the project they were brought on to the campus to support. The University will not accept any hazardous materials for disposal or storage for any reason at any time from any contractor.
- G.** For additional information contact the University Safety Office.

VII. RIGHT TO AUDIT

Pursuant to N.J.A.C. 17:44-2.2, Rowan University and the State, including the Office of the Comptroller, has the authority to audit or review contract records that are relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

VIII. MAINTENANCE OF RECORDS

The vendor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the bid. Such records shall be made available to the University and the State, including the Comptroller, for audit and review.

IX. NOTICE OF EXECUTIVE ORDER 166 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS

Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this [RFP/RFQ] is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the [RFP/

RFQ], the winning bidder's proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's/Proposer's failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth below apply to all purchases funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A.** Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
1. Paper and paper products listed in 40 C.F.R. 247.10;
 2. Certain vehicular products as listed in 40 CFR 247.11;
 3. Certain construction products listed in 40 C.F.R. 247.12;
 4. Certain transportation products listed in 40 C.F.R. 247.13;
 5. Certain park and recreation products, 40 C.F.R. 247.14;
 6. Certain landscaping products listed in 40 C.F.R. 247.15;
 7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
 8. Other miscellaneous products listed in 40 C.F.R. 247.17
- B.** As defined in 40 CFR 247.3, "recovered material" means:
1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
 2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
 - a. Postconsumer materials such as -
 - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and

- ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
 - b. Manufacturing, forest residues, and other wastes such as -
 - i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those
 - ii. manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - iii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
 - iv. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
 - v. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
 - vi. Fibers recovered from waste water which otherwise would enter the wastestream.
- C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

II. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and

the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

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

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

IV. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT. 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

V. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

VI. CLEAN AIR ACT. 42 U.S.C. 7401-7671Q. AND THE FEDERAL WATER POLLUTION CONTROL ACT. 33 U.S.C. 1251-1387. AS AMENDED

Contracts and subgrants of amounts in excess of \$ 150,000 must contain a provision that requires the non-Federal award

to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

VIII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$ 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

IX. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- A. Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:
- B. Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- C. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- D. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- E. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- F. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

X. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- A. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- B. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

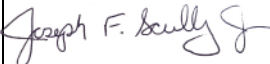
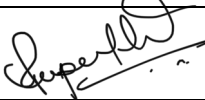
XI. COPELAND ANTI KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors)

- A.** Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- B.** Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C.** Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12. on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT

- A.** Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1.** Procure or obtain;
 - 2.** Extend or renew a contract to procure or obtain; or
 - 3.** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a.** For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b.** Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c.** Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Signature:		Signature:	
Name:	Joseph Scully	Name:	RUPEN K. PATEL
Title:	Senior Vice President for Finance	Title:	CEO
Company:	Rowan University	Company:	accurate Diagnostic Labs, Inc
Date:	Date	Date:	5/5/2021