



PURCHASE ORDER NO. P2102909
 This purchase order number must appear on all invoices, packages, lading and correspondence.

Invoice to: Rowan University
 Accounts Payable
 201 Mullica Hill Rd.
 Glassboro, New Jersey 08028

Date: 09/30/20

Seller: 910002466
 NJEdge Net Inc
 NJEdge Net
 218 Central Avenue-GITC 3902
 Newark NJ 07102

Ship To: [Redacted]
 Enterprise Center - 3rd Floor
 225 Rowan Blvd - Dean's Suite
 Glassboro NJ 08028

CONDITIONS OF PURCHASE:
 1. In accepting this order, Seller acknowledges and agrees to abide by the Conditions of Purchase set forth here and as set forth in further detail on the University's website go.rowan.edu/RTC. All of the Conditions of Purchase cited both here and on the website constitute important parts of Seller's Agreement with the University and may materially affect Seller's rights and obligations with respect to Seller's transaction with the University. Seller should review the Conditions of Purchase and be sure Seller understands its rights and obligations before accepting this purchase order. Additionally, acceptance and conversion of this purchase order does not legally bind the University to Seller's terms and conditions unless a separate contract is executed prior to purchase order conversion. Consult with Seller's attorney if Seller has any questions. If Seller does not have web access, contact the Purchasing Office for a printed copy of the information.
 2. Invoices must be sent via email to invoices@rowan.edu on day of shipment or mailed to Rowan University, Accounts Payable, 201 Mullica Hill Rd, Glassboro, New Jersey 08028. Please direct inquiries concerning invoices to 856-256-4115 or via email to invoices@rowan.edu. The University's preferred method of payment is Direct Deposit. Please submit your banking and remittance information to invoices@rowan.edu
 3. FOB Destination. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
 Account Codes:
 Rowan Global 11050-29002-7228

DELIVERY: 8 a.m. - 3 p.m. Mon.-Fri. 24-hour notice for large deliveries is requested.

Standing Purchase Order

Item	Description	Quantity	Unit Price	Total
1	Proposal dated September 10, 2020 Exc: BTR 2014.02.02 2/19/14 Emergency This purchase was a result of the Governor's Executive Order #103 on 3/9/20 which declared a New Jersey State of Emergency and Rowan University Board of Trustees Emergency Declaration made on 3/20/20. Per OMB Guidance #200.321(2): The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. NOTE: ALL ITEMS/SERVICES ON THIS REQUEST MUST BE RECEIVED BY 12/30/2020. IT011-000 Learning and Instructional Design Support	EA		527,280.00
			DISCOUNT:	.00
			ADDL CHARGES:	.00
			TOTAL TAXES:	.00
			PO Total	527,280.00

NOTE TO SELLER: The University is a tax-exempt public educational institution. Tax Exempt # [Redacted]

For information about this PO, please contact:
 Purchasing Department
 201 Mullica Hill Rd., Glassboro, NJ 08028

Fax [Redacted]
 BUYER: [Redacted]

This PO was electronically approved by Christina Haley

Authorized Signature (s)
 Rowan University



THE REGION'S NONPROFIT TECHNOLOGY PARTNER

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**” or “MSA”) is made this 8th day of October, 2020, by and between NJEDGE.NET, INC. (“**Edge**”), with a principal place of business at 625 Broad Street, Newark, NJ 07102, and Rowan University (“**Customer**”), with a principal place of business at 201 Mullica Hill Rd., Glassboro, NJ 08028.

WHEREAS, Customer wishes to retain Edge to perform certain information technology and other services (the “**Services**”), and provide certain equipment and software (the “**Deliverables**”), as defined in one or more Statements of Work referencing this Agreement and agreed to by authorized representatives of both parties in writing (each, an “**SOW**”), and Edge wishes to perform such Services and deliver such Deliverables in accordance therewith;

WHEREAS, Customer and Edge have negotiated additional Terms and Conditions, which have been incorporated herein as Exhibit A;

WHEREAS, Customer and Edge have agreed on an initial Scope of Work in the form of an EdgePro proposal, which has been incorporated herein as Exhibit B;

NOW, THEREFORE, in exchange for good and adequate consideration that the parties hereby acknowledge as having been received, the parties agree as follows:

- 1. Scope of Agreement.** Edge agrees to perform for Customer the Services, and deliver to Customer the Deliverables, as described in each SOW entered into by the parties, in accordance with the terms of each applicable SOW and this Agreement. Unless otherwise specifically provided in an SOW, any schedules or deadlines set forth therein are good faith estimates only. Edge may subcontract all or some of the work set forth in an SOW, or assign an SOW or this Agreement, to one or more affiliates or subsidiaries of Edge. If Edge elects to do so, Edge shall remain responsible for performance of Services, and delivery of the Deliverables, as set forth therein.
- 2. Term.** The term of this Agreement (“**Term**”) shall begin on the Effective Date as defined in the SOW and shall continue until the delivery of, and payment for, all Services and Deliverables as required by this Agreement and any SOWs, unless earlier terminated pursuant to Article 7 below. The term of each SOW shall continue until the earlier of: (i) the termination or expiration of this Agreement; (ii) the termination of the SOW pursuant to this Agreement; or (iii) the termination or expiration of the SOW pursuant to its terms.
- 3. Statements of Work.** In order to be binding under this Agreement, each SOW must specifically reference this Agreement and be signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and those of an SOW, the terms of this Agreement shall prevail unless the SOW specifically references that it is amending the Agreement. Each SOW will address the following, as



Professional Services Engagement Proposal

**Edge Online Learning and Instructional Design/Technology Support
Program**

Prepared for:

**Rowan University
September 10th, 2020**

**Edge
625 Broad St., Suite 260
Newark, NJ 07102
855-832-EDGE (3343)**

www.NJEdge.net



Executive Summary

At the request of Rowan University, Edge is pleased to present this proposal for Edge Online Learning and Instructional Design/Technology Support Program through our EdgePro portfolio of offerings. The full proposal and the specifics of the scope of work are assembled to address the various needs identified to assess and strengthen the University's instructional design and support team.

The EdgePro Online Learning and Instructional Design/Technology Support Program is a team-based professional services subscription intended to complement and expand upon the current capabilities of your online learning and instructional design/technology team members. The engagement will provide your instantiated resources with access to a most expert roster of Edge professional resources that comprise the Edge Team which will function to augment and complement your current academic and instructional design/technology resources to achieve Rowan University's online learning objectives. The Edge Team resources will be directed and deployed by Edge's Team Lead, a highly qualified professional of online learning and instructional design/technology. As your trusted business partner, Edge understands and appreciates the multifaceted challenges before Rowan University at the moment and, specifically, those resulting from the rapid transition to fully online teaching, learning and business operations resulting from the COVID-19 crisis.

We are confident that the Edge Team, working in concert with your resident professional staff and other leaders and stakeholders throughout the institution, will provide the expertise, planning and support needed to help the University answer the immediate and urgent need to provide high quality online instruction and support during this prolonged and disruptive crisis situation. In doing so, however, the Edge Team will be planful in its response to the current crisis to contemplate Rowan University's future state vision for a fully online, self-sustaining, online campus.

Engagement Details

This engagement shall commence on an agreed upon date on or after September 30th 2020. After this proposal is fully executed by the duly authorized representatives of Edge and Rowan University, and will continue in force for a period of twenty-six (26) weeks thereafter, unless one party gives the other party at least thirty (30) days written notice of termination.

Termination of this engagement will end the Program's staffing relationship, but this document will continue to govern the parties' rights and obligations with respect to all business completed before the termination. Should Rowan University wish to extend the term of the agreement, Edge will provide a proposal for additional services and an updated detail of services available



through the program subscription. Such extension will represent an addendum to the original engagement.

Work Location and Hours

- Until the COVID-19 protocols are lifted by state and federal authorities, services will be performed virtually using appropriate technologies to engage all stakeholders from the Edge Team and Rowan University's stakeholders. At such time as COVID-19 restrictions are lifted, services will be performed in a blended linear model of on-site and synchronous virtual collaboration.

Responsibilities

- Edge's Team will provide support to the instructional design and technology team, faculty, and online learning team ensuring high quality services are maintained and available to meet the needs of the entire university community.

Deliverables

Upon acceptance of this proposal Edge will provide the following:

- An initial meeting to kick-off the engagement and gather requirements to produce a formal detail of services (scope of work) to be provided through the program subscription that will govern the engagement.
- All Edge Team members are subject to a background check.
- A weekly report/accounting of billable services rendered under the terms of the engagement.
- If billable travel and expenses do occur, Edge will provide a detailed accounting of all items.
- A monthly review of the engagement with Rowan's project sponsor his/her designee to examine progress and address issues and concerns.
- A report of hours worked by each employee will be provided to Rowan University daily.
- Off business hours can be used in the case where the employee will conduct assigned work that can be done individually and without direct supervision from a Rowan University staff member. Rowan University must approve in advance which work is eligible to be completed during off hours.



Expiration of Proposal Terms

This Proposal and the associated costs quoted remain in force for a period of sixty (60) days following issuance of the proposal as indicated by the date on the cover page. After the thirty-day period has passed, Edge reserves the right to withdraw the Proposal altogether or to re-issue it with possible adjustments to the costs for services, the scope of services and the personnel who will perform the services.

Cost Summary

<u>Instructional Design/Technology (ID/T) Course Development</u>	<u>Instructional Design/Technology (ID/T) Course Evaluation</u>
Regular Rate for ID/T: \$65 per hour (non-profit rate)	Regular Rate for ID/T services: \$65 per hour (non-profit rate)
Hours (estimated): 6,240 total (240 hours per week)	Hours (estimated): 1,872 (72 hours per week)
Duration (weeks): 26	Duration (weeks): 26
Total fees (estimate): \$405,600	Estimated total fees: \$121,680



Please indicate acceptance of this proposal by signing below:

DATE: _____

IN WITNESS WHEREOF, the parties have signed this Agreement and intend that it be effective as of the date set forth above.

NJEdge.Net, Inc.

By: _____ Name
(print): _____
(Signature)

Title: _____

MEMBER OR RECEIVING INSTITUTION: Rowan University

By: _____ Name (print):

(Signature)

Title: _____

applicable: scope of Services, Deliverables, pricing, key assumptions, staffing, responsibilities of both parties, estimated project schedule, professional arrangements, and such other matters as to which the parties may agree.

4. **Acceptance of Services and Deliverables.** Unless otherwise set forth in an applicable SOW, all Services performed by Edge for Customer under the SOW shall be deemed accepted when rendered. Unless otherwise set forth in an applicable SOW, all Deliverables shall be deemed accepted upon delivery to Customer. Unless otherwise specified in an applicable SOW all equipment Deliverables are manufactured by a third party manufacturer, and all software Deliverables are owned by a third party licensor. Upon the earlier to occur of payment by Customer for equipment Deliverables, or transfer of title pursuant to the applicable SOW, Edge will assign to Customer, to the extent it is permitted to do so, any warranty issued by the third party manufacture of such equipment Deliverables. All software Deliverables are subject to the terms of any license agreement required by the third party licensors of such software Deliverables.

5. **Customer Responsibilities.** Customer's responsibilities with respect to Services performed by Edge under this Agreement and any SOW shall include the following: (i) providing full cooperation and timely access to all required Customer personnel and facilities during the course of this Agreement and each SOW; (ii) providing all equipment, space and utilities required by Edge to perform Services and deliver the Deliverables under this Agreement and each SOW; (iii) backing up the data on Customer's system and providing adequate security for same, it being understood and agreed that NJEDGE IS NOT RESPONSIBLE FOR THE LOSS OF DATA OR THE LOSS OF ANY USE OF CUSTOMER'S COMPUTER OR NETWORK SYSTEMS RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT AND EACH SOW; (iv) obtaining permission for Edge to access and use Customer's system, the data on it, and all software and hardware components included in it for purposes of providing the Services and delivering the Deliverables hereunder and any SOW, which such permission must be obtained before Edge commences any work under the applicable SOW; and (v) such other responsibilities as are set forth in an applicable SOW. Edge shall not be liable for any default or delay in performance of its obligations under this Agreement and/or any SOW caused in whole or in part by Customer's failure to obtain any such permission, which such permissions must be obtained at Customer's sole costs and expense.

6. **Payment.**

A. **Fees.** As payment for the Services and Deliverables, and Edge's performance of its obligations under each SOW, Customer agrees to pay Edge pursuant to the fee schedule set forth in that SOW. Unless otherwise indicated on the SOW, Edge will perform such obligations on a time-and-materials basis at the rates set forth in the SOW, and if no rates are specified, at Edge's then current hourly rates. Edge may provide Customer with an estimate of the cost to perform certain of its obligations under the SOW. Customer acknowledges and agrees that the actual cost will be based on the actual time spent, and expenses incurred, by Edge in performing such obligations, and may be more or less than the estimate. Edge shall not change its rates during the term of an SOW, unless permitted by the SOW, but may adjust its rates applicable to any new SOW entered by the parties. All fees referred to in this Agreement and any SOW are in U.S. Dollars and do not include any duties or taxes.

B. Expenses; Taxes. Customer shall reimburse Edge for all out-of-pocket expenses incurred by Edge or its employees, consultants or subcontractors in performing any aspect of this Agreement or any SOW, including reasonable travel and living expenses associated with trips to Customer's location(s) or on behalf of Customer which may include air fare, train fare and mileage at the maximum reimbursement rate then permitted by the Internal Revenue Service. Customer shall be responsible for the payment of all taxes based on any Services performed and Deliverables delivered to Customer pursuant to this Agreement and any SOW.

C. Invoices; Payment; Late Fees. Edge will submit monthly invoices for Services rendered and Deliverables delivered under this Agreement and any SOW, and for any reimbursable expenses pursuant to Section 6.B above, Customer will remit payment in full on each undisputed invoice to Edge within forty-five (45) days of its receipt of such invoice.

7. **Default; Termination.**

A. Default; Acts of Insolvency. Either party has the right to terminate an SOW or this Agreement if the other party is in default of any material obligation under the instrument (whether an SOW or this Agreement) sought to be terminated, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize in writing). Either party may terminate this Agreement by written notice to the other party and may regard the other party as in default of this Agreement, if the other party makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

B. Effect of Expiration or Termination. In the event this Agreement expires or is terminated: (i) all rights and obligations of both parties including without limitation those set forth in Sections 5 through 19 shall survive said expiration or termination, to the extent, and except, as expressly provided therein; and (ii) all rights and obligations of both parties under all SOWs shall terminate, with the exception of those rights and obligations that by their nature or express terms are to survive. Upon the written request of either party hereunder, the other party shall forthwith return to the other all papers, materials and other properties of such other party held by it in connection with the performance of this Agreement or any SOW. The termination of an SOW shall not terminate any other SOWs absent the termination of this Agreement.

C. Change of Circumstances. Customer may terminate a SOW at any time, in whole or in part, for the convenience of the Customer, upon no less than thirty (30) days written notice to Edge. Customer will be responsible for payment of all services up to the date of termination.

D. For Cause.

Where Edge fails to perform or comply with a SOW or the Agreement, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Customer may terminate the SOW or Agreement upon ten (10) days' notice to Edge with an opportunity to respond.

Where Edge continues to perform a SOW poorly as demonstrated by formal complaints, late delivery, poor performance of service, etc., so that the Customer is repeatedly required to use the complaints procedure in N.J.A.C. 17:12 4.2 et seq. the Customer may terminate the SOW or Agreement upon ten (10) days' notice to Edge with an opportunity to respond.

In cases of emergency the Customer may shorten the time periods of notification and may dispense with an opportunity to respond.

In the event of termination under this section, Edge will be compensated for work performed in accordance with the SOW or Agreement, up to the date of termination. Such compensation may be subject to adjustments

8. **Intellectual Property.** Unless otherwise set forth in an applicable SOW, each party shall retain ownership of all intellectual property rights in information and materials owned by it prior to execution of this Agreement, or developed by it pursuant to this Agreement. Ownership of software Deliverables shall remain with the applicable third party licensor of such Software. Customer's rights to any intellectual property rights in information and materials owned by Edge or third party licensors shall be limited to those set forth in an applicable SOW, if any.

9. **Indemnification.** To the extent permitted under New Jersey state law, Customer hereby agrees to indemnify, defend and hold harmless Edge, its officers, agents, employees, and authorized representatives (the "**Edge Parties**") from and against any and all claims, actions, damages, losses, liabilities, judgments, settlements, costs, expenses and fees (including reasonable attorneys' fees) arising out of or related to any claim or allegation related to: (1) Customer's use of any Services or Deliverables hereunder or any SOW; (2) claims by Customer's employees, consultants or representatives, or any other third party accessing any Services or using any Deliverables; (3), an allegation of damage to property, personal injury, or death cause d by Customer's negligence or willful misconduct; or (4) any alleged infringement of a third party's intellectual or proprietary rights resulting from: (a) information or materials of Customer, including any communications or transmissions using any Services or Deliverables; (b) Edge's compliance with Customer's instructions or specifications; or (c) Customer's combination of the Deliverables with other information or materials not provided by Edge. Edge shall have the right to have counsel of its own choosing participate in the defense of any claim defended by Customer hereunder at the sole expense of Edge. In the event that any Edge Party receives a claim or notice of suit likely to give rise to a request for indemnification hereunder, the Edge Party shall promptly give Customer notice of same and, upon receiving such notice, Customer agrees to defend the Edge Parties in connection with same. Edge must provide Customer with such assistance as Customer may reasonably request in the performance of its indemnity obligations hereunder, all at Customer's expense. The Edge Parties shall not settle or attempt to settle any matter for which Customer is

providing an Edge Party an indemnity.

The Edge shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless Customer and its directors, officers, and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and cost and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body of property of any person or persons whatsoever including Customers, its directors, officers, employees, which shall arise from or result directly or indirectly from the services and/or materials supplied under this contract and all fines, penalties and loss incurred, for or by the reason of the violation of any city or borough ordinance, regulation or laws of the State of New Jersey, or the United States, while said work is in progress. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement. This agreement shall be subject to all the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and all other laws applicable to the parties involved.

10. Insurance.

The Edge shall assume all responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this Agreement. The Edge shall carry sufficient insurance to protect it and Customer, its directors, officer and employees from any property damage or bodily injury claims arising out of the contracted work. Evidence of current insurance coverage shall be provided in the form of a Certificate of Insurance, which shall be submitted no later than ten (10) days after receipt of notice of intent to award Agreement.

The insurance to be provided by the Edge shall be as follows:

Commercial General Liability Insurance - including contractual liability endorsement, subject to primary limits of coverage of not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate. If applicable, XCU coverage may be required;

Automobile Liability Insurance – covering owned, non-owned and hired vehicles with not less than \$1,000,000 for bodily injury and property damage;

Excess Liability Insurance - subject to an additional limit of liability of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate excess of the primary policy;

Workers' Compensation Insurance - statutory coverage and including employers' liability coverage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate;

Errors and Omissions Liability insurance - with limits of \$1million/\$1million; Customer to be named as additional insured ATIMA with respect to services provided by Edge pursuant to the SOW or Agreement.

Additional Insured - Customer to be named as additional insured with respect to Commercial General, Automobile and Excess Liability Insurance provided by Edge pursuant to the SOW or Agreement;

All insurers affording coverage are to be licensed to conduct the business of insurance within the State of New Jersey and to be rated not less than A- by Bests Insurance Rating Service.

Customer is to be named as certificate holder with respect to all aforementioned insurance coverages.

Edge is not authorized to begin service until Customer is in receipt of said certificate.

11. **Confidentiality.**

A. Definition of “Confidential Information”. For purposes of this Agreement, the term “Confidential Information” shall mean the following, regardless of whether disclosed by one party (each party, when disclosing its Confidential Information hereunder is referred to herein as “**Discloser**”) to the other party (each party, when receiving Confidential Information hereunder is referred to herein as “**Recipient**”) prior to, or after, the execution of this Agreement, and regardless of whether it is disclosed orally or in writing, or by the observation or inspection of equipment, materials or processes used by Discloser: (a) information or materials disclosed by Discloser to Recipient; (b) information or material that is proprietary or confidential information of a third party, which Discloser is authorized to disclose under the terms of this Agreement to Recipient; (c) any information or materials referred to as Confidential Information in an applicable SOW; and (d) any other materials or information disclosed by or on behalf of Discloser which are marked “confidential,” known or reasonably known by Recipient to be confidential, or of a proprietary nature learned or disclosed in the course of discussions or other work undertaken between the parties. Confidential Information may include information and materials related to software or product development, source code, related programmers’ notes and documentation, economic information, business and technical information, market strategies, pricing, customers, vendors and employees. The parties agree that the covenant not to disclose Confidential Information shall not apply to any information or materials to the extent that any of the following conditions exist or come into existence (“**Non-Protected Information**”): (a) the Recipient can establish that the information or materials, at the time access is gained by Recipient, is already in Recipient’s possession or is available to it from any other source rightfully in possession of it owing no obligation of confidentiality to Discloser; and/or (b) the information or materials is published or made generally available to the public, other than through the actions of Recipient or a breach of confidentiality obligations owed to Discloser; and/or (c) the information or materials, after access is gained to the disclosure, is at any time obtained by Recipient from any other source rightfully in possession of it owing no obligation of confidentiality to Discloser; and/or (d) the Recipient can establish that the information or materials was developed independently by Recipient without access to Discloser’s Confidential Information; and/or (e) the Confidential Information which is required to be disclosed by law, regulation or court order.

B. Non-Disclosure Obligations. Discloser grants Recipient the right to use its Confidential Information solely for purposes contemplated by this Agreement.

Except as permitted by this Section 10.B, Recipient shall not at any time disclose the Confidential Information to any person without the prior written consent of Discloser, regardless of whether the Confidential Information was disclosed prior to the date of this Agreement or thereafter. Recipient shall use the same degree of care to prevent the disclosure of Confidential Information as it uses to protect its own confidential information; provided, however, in no circumstance will Recipient use less than reasonable care. Upon the written request of Discloser, Recipient shall promptly deliver to Discloser any Confidential Information, and any materials embodying Confidential Information and any copies made thereof, which Recipient may have made, may have access to, or may have received or possessed prior to, or during, the Term of this Agreement. In such an event, Recipient shall immediately and forever cease all use of any of the Confidential Information for any purpose, other than as expressly permitted by Discloser in advance in writing. All of the undertakings and obligations relating to confidentiality and non-disclosure, whether contained in this Section or elsewhere in this Agreement or any SOW, and whether of Customer or Edge, shall survive following the expiration or termination of this Agreement.

12. **Representations and Warranties.** Edge hereby represents and warrants that it will perform the Services in a professional and workman like manner. NJEDGE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY DELIVERABLES. CUSTOMER AGREES THAT THE ONLY WARRANTIES APPLICABLE TO ANY DELIVERABLES SHALL BE THOSE PROVIDED BY THE APPLICABLE THIRD PARTY MANUFACTURER OR LICENSOR. NJEDGE DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES NJEDGE WARRANT THAT ANY SOFTWARE INCORPORATED IN ANY SERVICES OR DELIVERABLES IS WITHOUT DEFECT OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY STATED IN THIS ARTICLE 11, OR IN ANY APPLICABLE SOW, NJEDGE DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND DELIVERABLES, AND ANY RESULTS OBTAINED FROM THE SERVICES, INCLUDING THE RESULTS OF ANY RECOMMENDATIONS NJEDGE MAY MAKE INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALING BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE).

13. **Excusable Delays** Neither party shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots or strikes. The party who has been so affected shall immediately give notice to the other party. Upon receipt of such notice, all obligations under this Agreement and any affected SOW shall be immediately suspended and performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay. If the parties are unable to agree upon an alternative schedule for delivery of Services, or if any delay reasonably beyond the control of either party continues for a period of three (3) months or more, this Agreement or any affected SOW may be terminated by either party and neither party shall be liable to the other for such termination provided Customer pays Edge for all services rendered and expenses incurred in accordance with the payment provisions

herein. Nothing provided herein shall excuse the delay of any payment that is validly due by Customer under this Agreement.

14. **Remedies; Limitations of Liability.**

A. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NJEDGE WILL NOT BE LIABLE FOR ANY LOSS OF REVENUE, PROFITS OR GOODWILL OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES RESULTING FROM ARISING OUT OF OR IN CONNECTION WITH (A) THIS AGREEMENT, THE DELIVERABLES OR THE SERVICES; (B) THE USE OR INABILITY TO USE THE DELIVERABLES OR SERVICES, (C) THE RESULTS OR OPERATION OF ANY PRODUCT, EQUIPMENT OR SYSTEM RESULTING FROM IMPLEMENTATION OF ANY RECOMMENDATION BY NJEDGE OR (D) THE LOSS OF USE OF ANY SOFTWARE, HARDWARE, OR DATA, INCLUDING THE INABILITY TO ACHIEVE ANY PARTICULAR RESULT, EVEN IF ADVISED OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF THERE IS AN ASSERTION THAT THE REMEDIES HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. IN THE EVENT ANY ASPECT OF THE SERVICES ARE NOT PROVIDED AS WARRANTED, NJEDGE'S SOLE RESPONSIBILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR NJEDGE TO REPERFORM SUCH SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS SOLE REMEDY WITH RESPECT TO BREACH OF ANY WARRANTIES PROVIDED BY THIRD PARTY MANUFACTURERS OR LICENSORS OF DELIVERABLES SHALL BE SUCH REMEDIES AS ARE AVAILABLE TO CUSTOMER PURSUANT TO THE TERMS OF THE WARRANTIES PROVIDED BY SUCH THIRD PARTY MANUFACTURERS OR LICENSORS.

B. THE MAXIMUM AGGREGATE LIABILITY OF NJEDGE ARISING OUT OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER FOR THE SERVICES IN THE PRIOR TWELVE (12) MONTHS OF THIS AGREEMENT.

C. The parties agree that if there is a breach of Sections 8 or 10 of this Agreement, the non-breaching party may suffer irreparable harm, the amount of which may be difficult ascertain and, therefore, the breaching party agrees that the non-breaching party shall have the right to apply to a court of competent jurisdiction for an order restraining any such threatened or further breach, and for such other relief as may be appropriate, which right shall be in addition to the remedies otherwise available at law or in equity. In connection with such application, the non-breaching party shall not be required to prove monetary damages or to post a bond

15. **Notices.** Any notice or other communication hereunder shall be in writing and sent to the address for such party indicated above.

16. **Assignment.** Neither party shall assign this Agreement, or any interest therein, or any part of this Agreement, or any SOW, without the prior written consent of the other party, except that Edge may assign this Agreement and any SOWs to the purchaser of all, or substantially all, of its assets.

17. **Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of New Jersey and the parties consent to the exclusive jurisdiction and venue of the state and federal courts sitting in the State of New Jersey.

18. **Independent Parties.** Nothing in this Agreement shall be construed to constitute either of the parties hereto as a partner, joint venturer, agent, representative or employee of the other party.

19. **Invalidity and Severability.** In the event that all or any part of the terms, conditions or provisions contained in this Agreement or any SOW are determined to be invalid, unlawful or unenforceable to any extent by any arbitrator or any court or tribunal of competent jurisdiction, such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

20. **Entire Agreement.** This Agreement, together with the SOWs and any appendices or other attachments hereto, constitutes the entire agreement between the parties in relation to this subject matter. The terms of this Agreement shall supersede the terms of any correspondence or oral agreements or understandings reached between Edge and Customer up until the date of this Agreement including, without limitation, any confidentiality or non-disclosure agreements previously entered into by the parties. Any information or materials disclosed by either party to the other pursuant to any such confidentiality or non-disclosure agreements shall be governed by the terms of this Agreement. This Agreement may not be modified except in writing signed by a duly authorized representative of both parties.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Edge:
By: 
Name: _____
Title: _____
Date: _____

Customer:
By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Revised September 25, 2020

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 the vendor and the University's terms and conditions, the University's terms and conditions shall prevail.

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. INTELLECTUAL PROPERTY** Each party shall retain ownership of all intellectual property rights in information and materials owned by it prior to execution of this agreement or developed by it pursuant to this agreement. Ownership of software shall remain with the applicable third-party licensor of such software.

- 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 arise from or result directly or indirectly from the work and/or materials supplied under this contract. This agreement shall be subject to all the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and all other laws applicable to the parties involved.
- 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 10 days notice to the vendor with an opportunity to respond.

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 10 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. DELIVERY GUARANTEES Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the proposal. The vendor shall be responsible for the delivery of material in first class condition to the University in accordance with good commercial practice. Items delivered must be strictly in accordance with bid specifications.

In the event delivery of goods or services is not made within the number of days stipulated under the schedule defined in the specifications, the University may at its option obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

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.

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.

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 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
 - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
 - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
 - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
 - v. Fibers recovered from waste water which otherwise would enter the waste stream.

- C.** For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in 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 40 U.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.

VII. 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.

Signature:		Signature:	
Name:	Joseph Scully	Name:	Samuel S. Conn, Ph.D.
Title:	Senior Vice President for Finance & CFO	Title:	President and Chief Executive Officer
Company:	Rowan University	Company:	NJEDGE.NET, INC.
Date:		Date:	October 8, 2020

EXHIBIT B
SCOPE OF WORK



Professional Services Engagement Proposal
Edge Online Learning and Instructional Design/Technology Support
Program

Prepared for:

Rowan University
September 10th, 2020

Edge
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Executive Summary

At the request of Rowan University, Edge is pleased to present this proposal for Edge Online Learning and Instructional Design/Technology Support Program through our EdgePro portfolio of offerings. The full proposal and the specifics of the scope of work are assembled to address the various needs identified to assess and strengthen the University's instructional design and support team.

The EdgePro Online Learning and Instructional Design/Technology Support Program is a team-based professional services subscription intended to complement and expand upon the current capabilities of your online learning and instructional design/technology team members. The engagement will provide your instantiated resources with access to a most expert roster of Edge professional resources that comprise the Edge Team which will function to augment and complement your current academic and instructional design/technology resources to achieve Rowan University's online learning objectives. The Edge Team resources will be directed and deployed by Edge's Team Lead, a highly qualified professional of online learning and instructional design/technology. As your trusted business partner, Edge understands and appreciates the multifaceted challenges before Rowan University at the moment and, specifically, those resulting from the rapid transition to fully online teaching, learning and business operations resulting from the COVID-19 crisis.

We are confident that the Edge Team, working in concert with your resident professional staff and other leaders and stakeholders throughout the institution, will provide the expertise, planning and support needed to help the University answer the immediate and urgent need to provide high quality online instruction and support during this prolonged and disruptive crisis situation. In doing so, however, the Edge Team will be planful in its response to the current crisis to contemplate Rowan University's future state vision for a fully online, self-sustaining, online campus.

Engagement Details

This engagement shall commence on an agreed upon date on or after September 30th 2020. After this proposal is fully executed by the duly authorized representatives of Edge and Rowan University, and will continue in force for a period of twenty-six (26) weeks thereafter, unless one party gives the other party at least thirty (30) days written notice of termination.

Termination of this engagement will end the Program's staffing relationship, but this document will continue to govern the parties' rights and obligations with respect to all business completed before the termination. Should Rowan University wish to extend the term of the agreement, Edge will provide a proposal for additional services and an updated detail of services available



through the program subscription. Such extension will represent an addendum to the original engagement.

Work Location and Hours

- Until the COVID-19 protocols are lifted by state and federal authorities, services will be performed virtually using appropriate technologies to engage all stakeholders from the Edge Team and Rowan University's stakeholders. At such time as COVID-19 restrictions are lifted, services will be performed in a blended linear model of on-site and synchronous virtual collaboration.

Responsibilities

- Edge's Team will provide support to the instructional design and technology team, faculty, and online learning team ensuring high quality services are maintained and available to meet the needs of the entire university community.

Deliverables

Upon acceptance of this proposal Edge will provide the following:

- An initial meeting to kick-off the engagement and gather requirements to produce a formal detail of services (scope of work) to be provided through the program subscription that will govern the engagement.
- All Edge Team members are subject to a background check.
- A weekly report/accounting of billable services rendered under the terms of the engagement.
- If billable travel and expenses do occur, Edge will provide a detailed accounting of all items.
- A monthly review of the engagement with Rowan's project sponsor his/her designee to examine progress and address issues and concerns.
- A report of hours worked by each employee will be provided to Rowan University daily.
- Off business hours can be used in the case where the employee will conduct assigned work that can be done individually and without direct supervision from a Rowan University staff member. Rowan University must approve in advance which work is eligible to be completed during off hours.



Expiration of Proposal Terms

This Proposal and the associated costs quoted remain in force for a period of sixty (60) days following issuance of the proposal as indicated by the date on the cover page. After the thirty-day period has passed, Edge reserves the right to withdraw the Proposal altogether or to re-issue it with possible adjustments to the costs for services, the scope of services and the personnel who will perform the services.

Cost Summary

<u>Instructional Design/Technology (ID/T) Course Development</u>	<u>Instructional Design/Technology (ID/T) Course Evaluation</u>
Regular Rate for ID/T: \$65 per hour (non-profit rate)	Regular Rate for ID/T services: \$65 per hour (non-profit rate)
Hours (estimated): 6,240 total (240 hours per week)	Hours (estimated): 1,872 (72 hours per week)
Duration (weeks): 26	Duration (weeks): 26
Total fees (estimate): \$405,600	Estimated total fees: \$121,680



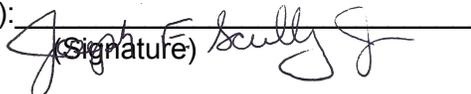
Please indicate acceptance of this proposal by signing below:

DATE: October 8, 2020

IN WITNESS WHEREOF, the parties have signed this Agreement and intend that it be effective as of the date set forth above.

Rowan University

By: _____ Name Joseph Scully

(print): _____
(Signature) 

Title: Sr VP Finance and CFO

NJEDGE.NET, INC.

By:  Name (print): Samuel S. Conn, Ph.D.

Title: President and Chief Executive Officer