

Invitation for Bid

Wilson Hall Dance Program Expansion Addition

IFB 21-02

Prepared by:

Rowan University

Office of Contracting & Procurement

201 Mullica Hill Road

Glassboro, NJ 08028

Laurel Hall (North Entrance), Second Floor

856.256.4171

bids@rowan.edu

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Administrative Information

All questions must be submitted via email, with the subject heading:

“IFB 21-02 Wilson Hall Dance Program Expansion”

- ✚ Questions or inquiries regarding bidding information should be sent to: bids@rowan.edu. All questions submitted will be answered on the [Office of Contracting & Procurement website](#), on the date indicated below in the Schedule of Events Timetable.
- ✚ Questions regarding opening documents or accessing items on the website should be sent to:

Robert Yufer
Office of Contracting & Procurement
E-mail: yufer@rowan.edu

Schedule of Events Timetable

• Invitation for Bid	August 6, 2020
• Site Visit (see table below for details)	August 12, 2020 at 11:00 a.m.
• Bid Questions Due	August 19, 2020
• Answers Posted to Website	August 26, 2020
• Bids Due (see table below for details)	September 10, 2020 at 10:00 a.m.

Site Visit Information	Bid Opening Information
<ul style="list-style-type: none"> ✚ Attending the Site Visit is not mandatory; however, vendors are encouraged to be present. The selected vendor shall assume sole responsibility for the complete effort as required for this project. ✚ Interested parties will meet at the Wilson Hall Courtyard, located on the Glassboro, NJ Campus. 	<ul style="list-style-type: none"> ✚ Attending the Bid Opening is not mandatory. ✚ Bid Opening will be held in Laurel Hall (North Entrance), Third Floor.

- **In order to be considered for the award, all information must be received by the required date and time. Any bid not received on time may be rejected.**

Required Procurement Documents

The documents below are Procurement documents mandated by State regulation and University policy. All documents as listed must be included with your submission in order for your proposal to be deemed responsible for this offering.

Required Procurement Documentation & Vendor's Checklist

Failure To Include The Below Requested Documentation Will Result In An Automatic Rejection Of Vendor's Submission		
1	Proposal Page(s)	
2	Acknowledgement of Receipt of Addenda (if any issued)	
3	Consent of Surety (100%)	
4	Form of Bid Bond (10%)	
5	Subcontractor Disclosure Form	
6	Disclosure of Investment Activities in Iran	
7	Ownership Disclosure	
Failure To Include The Below Requested Documentation May Result In Rejection Of Vendor's Submission		
8	Proof of Ability to Obtain Required Insurance	
9	Chapter 51 Contractor Certification & Disclosure of Political Contributions Public Law 2005	
10	Subcontractor Utilization Plan	
11	Exhibit A Mandatory EEO Language for Goods, Professional Services & General Service Projects	
12	Construction Contracts: Language 'B'	
13	Non-Collusion Affidavit	
14	EEO/AA Evidence Disclosure	
15	Public Works Certificate	
16	New Jersey Policy prohibiting Discrimination in the Workplace & Model procedures for Internal Complaints Alleging Discrimination in the Workplace and Acknowledgement of Receipt <ul style="list-style-type: none"> • Policy (Do not return with submission) • Model Procedures (Do not return with submission) 	
17	New Jersey Business Registration Certificate Firms should be able to generate a NJ Business Registration here . NJ NRC must be current at time of award.	
18	Taxpayer Identification Request (W-9)	
19	Exhibit B Mandatory Equal Employment Opportunity Language (For vendor to view, not required with submission)	
20	Additional Mandatory Construction Contract Language (For vendor to view, not required with submission)	
Additional Forms & Information		
22	Chapter 271 Vendor Certification & Political Contribution Disclosure Form NOTE: It is the responsibility of the Bidder to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if vendor receives in excess of \$50,000 from contracts from one or more public entities during a calendar year	

Project Overview

Rowan University is seeking to contract with a vendor to provide Wilson Hall Dance Program Expansion Addition, located on the Glassboro, NJ campus.

I. SCOPE OF SERVICES

A. The scope of work for consists of, but not necessarily limited to, the following:

1. Bid shall include all systems improvements as shown on the Wilson Hall Dance Program Expansion Technical Specifications and Design Documents issued under this IFB.
2. Contractor must bid the project to meet the schedule outlined in the bid documents which may include weekend and/or shift work. Contractor must staff the project accordingly to meet the schedule since the end date is firm. Rowan will not entertain change orders for contractor's inability to meet this schedule or time extensions.
3. Contractor must outline in their bid any long lead items that may impact ability to meet the deadlines of the schedule.
4. Contractor is responsible to schedule and manage all required inspections, including but not limited to, Final Certificate of Occupancy inspection.
5. Contractor must follow all OSHA and Rowan safety guidelines and procedures.

B. Summary of Project Milestones

1. Notice of Intent to Award (estimated): September 11th, 2020.
2. Substantial Completion: June 30th, 2021.
3. Final Completion Date: Ten (10) business days from Substantial Completion date.
4. Unfavorable weather conditions shall not be justification for delays in completion or final completion dates as specified. No change orders will be issued or approved for extensions of time due to weather conditions.

C. Project will be constructed under a single prime general construction contract.

D. Liquidated Damages:

1. First thirty (30) days beyond scheduled completion: \$1,000.00
2. For each day beyond the initial thirty (30) days: \$1,000.00

E. Use of Premises

1. Contractor shall restrict work, staff and debris to the contract premises and as authorized by the University. Contractor is responsible for coordination of trades to ensure timely completion of work and to minimize disruption of the activities of the University.
2. Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond the site perimeter unless prior approval of the University is received prior to conduction of such work or operations. Contractor parking defined in Division 1 section
3. Driveways & Entrances: Keep driveways and entrances serving premises clear and available to Rowan University, Rowan employees, and emergency vehicles at all times.
4. Do not use areas outside the limit of construction site for parking or storage of materials.
5. Upon completion of work, the awarded vendor is responsible for leaving any construction areas in clean condition.

F. Intent of Contract

1. Project documents provided for this contract are intended to require the contractor to provide for everything reasonably necessary to accomplish the proper and complete finishing of the work.

2. All work and materials included in the specifications and not shown on the drawings, or shown on the drawings but not in the specifications, shall be performed and/or furnished by the contractor as if described in both.
3. Any incidental materials and/or work not specified in the drawings or specifications which are, nevertheless, necessary for the true development thereof and reasonably inferable therefrom, the contractor shall understand the same to be implied and required, and shall perform all such work and furnish all materials as if particularly delineated or described therein.
4. Should there be an obvious error between the drawings and specifications, the most stringent constraints of the conflicting information shall be assumed by the contractor, unless otherwise stated in writing by the University Project Manager or designee, and the contractor shall complete the work as reasonably required, consistent with the intent of such drawings and specifications as interpreted by the University.
5. When a conflict exists between scope specific information in this IFB and the Project Specifications, and/or accompanying documents, the Project Manual and accompanying documents take precedence.
6. For more information about the Project, please view the accompanying documents on the [Contracting & Procurement Website](#).

II. **PRICING**

- A. Base bid costs must include all labor, materials, equipment, supervision, coordination efforts, services, filing fees, security, insurance and all other associated or related items specified herein that are necessary to complete the work.
- B. No bid may be withdrawn for ninety (90) days.
- C. All costs associated with the successful completion of this project, must be included in the Base Bid on the Proposal Page.
- D. Unit pricing – Please refer to Division 01 Section 012200 Unit Pricing & Allowances for list of unit pricing required.

III. **CONTRACT & CONTRACT TERM**

- A. This project is accompanied (within the Project Manual) by a sample Rowan Modified AIA A101 contract and with modified AIA201 General Conditions with supplemental general conditions. Any and all exceptions, questions and/or suggested modifications to Rowan contracts must be submitted no later than three (3) business days before the bid opening. No exceptions may be taken to the sample contracts at the time of bid or after.
- B. Contract period will be for the amount of time necessary to complete all the requirements of this IFB as determined by the documents and contract provided by the Rowan University Facilities Planning & Construction Department.
- C. In the event that the University terminates services, written notice will be provided fourteen (14) days in advance of termination date.

IV. PROCEDURAL REQUIREMENTS & AMENDMENTS

- A. The awarded vendor will comply with all procedural instructions that may be issued from time to time by the Contracting Officer of the University or her designee.
- B. During the contract period, no change is permitted in any of its conditions and specifications unless the awarded vendor receives written approval from the Contracting Officer or her respective designee.
- C. Vendors must supply Rowan University with all applicable warranty information, whether expressed or implied.
- D. Should the awarded vendor find, at any time, that existing conditions make modification in requirements desirable; it shall promptly report such matters to the Contracting Officer or designee of the University, for consideration and decision.
- E. During the period of contract or any extension thereof, the University reserves the right to add or delete specific services.
- F. Rowan University may make changes in the general scope of the contract services provided by the vendor by written notice. The vendor shall promptly comply with the notice and shall bring all subsequent services in conformance with the notice.
- G. If any such changes causes a material increase or decrease in the vendor's cost of operation or the time required for attainment of required service levels, an equitable adjustment in the contract cost or time allotted for fulfillment of the contract shall be negotiated and the contract modified accordingly. Any change, alteration or modification of any contract will be valid and binding only if a submittal of a proposal, vendor hereby agrees to negotiate on good faith.
- H. The awarded vendor's engagement partner and/or manager might be required to meet periodically with the Contracting officer or her representatives to discuss services.

V. VENDOR PERSONNEL

- A. While on University property:
 - 1. All personnel shall observe all rules and regulations in effect at Rowan University governing safety and personal conduct.
 - 2. Vendor employees shall be subject to control of the University, but under no circumstances, shall such persons be deemed employees of the University.
- B. Vendor personnel shall not represent themselves or be considered as employees of Rowan University or the State of New Jersey.
- C. **CRIMINAL BACKGROUND CHECKS ARE MANDATORY** for all non-university personnel performing work on the Rowan University Campus. Vendors, consultants, contractors and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the campus community. Failure to comply with this requirement may result in immediate termination of any award or contract.
- D. The bidder shall be solely responsible for all damage or unauthorized destruction to any Rowan University buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.
- E. The Vendor shall remove from the Rowan University work place, any of its employees who are found to be unacceptable by the University. Such requests will not be unreasonable.
- F. At all times, vendor personnel shall be in appropriate attire with clear identification of the company's name, logo, and person's name.

- G. All vendor motorized vehicles shall be identified with the company's name and/or logo in clear view.

VI. SUBMISSION REQUIREMENTS

- A. In order to be considered, vendors must submit a complete response to this IFB. Complete responses shall include:
 - 1. All information requested on the '*Required Procurement Documents*' page of this IFB.
 - 2. Fully executed Proposal Page(s).
 - 3. Any and all information designated in the Project Manual and accompanying documents.
- B. Proposals shall not contain URLs (Uniform Resource Locators) or web addresses. The internet contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web page changes.
- C. **Post Award:** Following the notification of award, the awarded vendor(s) shall receive a contract with a request to review terms, deliverables, costs and the University's expectations in general. The awarded vendor will be able to address any contract questions or concerns at this time. If the awarded vendor does not receive a contract within seven days of award, please email contracts@rowan.edu for information.

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Contract Deliverables and Requirements

Instructions:

NOTE: THE UNIVERSITY IS ONLY ACCEPTING ELECTRONIC BID SUBMISSIONS FOR THIS OFFERING. ELECTRONIC SUBMISSIONS WILL BE CONSIDERED AS ORIGINALS AND WILL BE UTILIZED AS THE OFFICIAL DOCUMENTATION FOR EVALUATION AND CONSIDERATION BY THE UNIVERSITY. EVERY REASONABLE EFFORT SHOULD BE MADE SO THEY ARE COHERENT AND EASILY VIEWABLE. ALL REQUIRED DOCUMENTS PERTAINING TO THIS OFFERING MUST BE INCLUDED IN THE ELECTRONIC SUBMISSION.

In order to be considered for the award, Vendor must proceed with one of the following submission options by the appropriate date and time:

- ✚ **Submission Option #1:** Submit bid via email to bids@rowan.edu
 - Enter the Bid Name and Company Name in the Subject Line (The University server can handle up to 50MB files at a time. If the bid file is larger than this, please send multiple emails with, Part I, Part II, etc.)
 - **DO NOT PROVIDE LINKS OR ANY EXTERNAL LOCATIONS FOR FILES TO BE DOWNLOADED OR RETRIEVED. THE UNIVERSITY MAY REJECT ANY SUBMISSIONS SENT IN THIS MANNER.**

- ✚ **Submission Option #2:** Mail or hand deliver an envelope to the office of Contracting & Procurement with a USB drive or CD enclosed containing the bid submission (Note: The University is not responsible for USB or CD drives that contain no information or fail upon use).
 - Clearly label submission packaging with the Bid Name and Company Name.
 - *Contracting & Procurement address:*
 - Laurel Hall, Second Floor (North Entrance)
 - Rowan University
 - 201 Mullica Hill Road
 - Glassboro, NJ 08028

Note: Submissions will be accepted based on the time they are received by the University, and not the time they are submitted. This will apply for both email and delivery of a USB/CD.

ALL ELECTRONIC SUBMISSIONS, WHETHER EMAILED OR SENT ON A USB OR CD, MUST BE IN PDF FORMAT AND PERFERABLY AS A SINGLE FILE.

Respondents are cautioned that reliance on the US Postal Service, other mail delivery, and/or courier service for timely delivery of submissions, is at their risk. Mailing submissions should allow for normal mail delivery time and internal circulation within the University to ensure the timely delivery to the Office of Contracting & Procurement. The University will not be responsible for submissions which do not meet the scheduled deadline.

Evaluation and Selection Criteria:

An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified. Submissions must include all information requested on the Required Procurement Documents page of this RFP.

PROPOSAL PAGE

The undersigned bidder, in response to Rowan University's, **IFB 21-02 Wilson Hall Dance Program Expansion Addition**, having carefully examined the bid documents and being familiar with the requirements therein, hereby submits the following bid to provide such services and materials meeting the requirements outlined in this IFB.

Pricing Section

Item	Cost
<u>Total Base Bid:</u> Lump-sum to provide all services and materials meeting the requirements of this IFB.	\$
<u>Add Alternate #1</u>	\$
<u>Add Alternate #2</u>	\$
<u>Total Cost</u> (Base Bid + Add #1 + Add #2)	\$

Firm Information

Vendor Name (Please Print Clearly)	
Bidder's Signature	
Print Name & Title	
Address	
Phone	
Email	

Bidders must initial and date any and all changes to their bid amount. No corrections will be accepted without Bidder's initials and date next to any and all corrections.

Primary Contact for Project

Name	
Phone	
Email	

TERMS & CONDITIONS SPECIFIC TO ROWAN UNIVERSITY

I. REPRESENTATIONS & WARRANTIES

- A. The vendor has legal capacity to execute and perform any Agreement arising from this IFB.
- B. Any Agreement arising from the award of this IFB is a valid and binding Agreement, enforceable against the vendor according to its terms.
- C. The execution and performance of an Agreement by the vendor does not and will not violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.
- D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.
- E. The vendor knows of no reason, or is any way physically, legally, or otherwise precluded from performing the obligations under an Agreement arising from this IFB, in accordance with its terms; including without limitation those relating to health and safety.
- F. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.
- G. The proposer warrants and represents that the items, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

II. DEFAULT

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

III. SALE OR BANKRUPTCY OF BUSINESS

- A. If during the life of this Agreement, the awarded vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser. In this event, the new owner(s) may, in Rowan University's discretion, be required to submit a performance bond in the amount of the value of services to be delivered pursuant to this Agreement.
- B. In the event of the institution of any proceedings by or against the awarded vendor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of the vendor, Rowan University shall have, in addition to the rights previously stated, the right to cancel this Agreement forthwith.

IV. INDEMNIFICATION

- A. The awarded vendor agrees to indemnify, protect, save harmless, and defend Rowan University, its governors, officers, employees, and agents from and against any and all claims, losses, costs, damages, and expenses, including legal costs and attorney fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of work performed by the Proposer, its agents or employees, alone or with others, or resulting from or arising out of services provided jointly by the Proposer, its agents or employees or servants.

- B. Vendor shall reimburse, and make good to the University all monies, which the University or its representatives shall pay, or cause to be paid, or become liable to pay, by reason of such claims, or in connection with any litigation, investigation or other matters connected therewith.
- C. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

V. INSURANCE

- A. Vendor agrees to obtain and maintain, at its sole expense, the insurance coverage described below. All insurance must be placed with an insurance company licensed to conduct business in the State of New Jersey and maintaining an A.M Best Rating of "A" or better with a financial size rating of Class XI or larger. All insurance required herein shall be written on an Occurrence basis, unless otherwise noted, shall contain a waiver of subrogation in favor of Rowan University and the State of New Jersey, and will be in effect no later than 12:01 A.M. at the start of the day of the contract and must remain in effect for the duration of the contract, including any extensions.
- B. Vendor agrees that no insurance policy will be cancelled, reduced, or revised without thirty (30) days prior written notice to Rowan University. In addition, required insurance will be primary to any other insurance available and any limitations of Vendor's insurance will not relieve the Vendor of its indemnification responsibilities to Rowan University and the State of New Jersey per the below *Section VIII: Indemnity*.
- C. Insurance Required:
 1. Workers' Compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the employees of Vendor who will be engaged in the performance of work under this contract.
 2. Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence; one million dollars (\$1,000,000) disease, each employee; and one million dollars (\$1,000,000) disease, aggregate limit.
 3. Commercial General Liability written on a current ISO Occurrence Form or equivalent. The General Liability policy will include, but not be limited to, coverage for bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, sexual abuse and molestation, contractual liability, and fire legal liability. Vendor agrees to maintain the following general liability limits of coverage: (A "per location or Project endorsement" shall be included so that the general aggregate limit applies separately to the Rowan location or Project).
 - a. Per Occurrence: \$1,000,000
 - b. Products/Completed Operations Aggregate: \$3,000,000
 - c. Personal and Advertising Injury: \$1,000,000
 - d. General Aggregate: \$3,000,000
 4. Comprehensive Automobile Liability written on an occurrence basis covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.
 5. Excess Liability, umbrella insurance, follow form, applying excess of the commercial general liability, commercial automobile liability and employer's liability insurance in minimum amounts of one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) general aggregate, and one million dollars (\$1,000,000) products/completed operations.

6. Pollution Legal Liability insurance policy, if applicable to the services performed under this contract, in minimum amounts of two million dollars (\$2,000,000) per occurrence. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that occurred during, or as a result of, the provision of Vendor's services under this contract, but are not discovered until after completion of services under this contract.
 7. Professional (Errors & Omissions) Liability insurance, if applicable, in minimum amounts of two million dollars (\$2,000,000) per claim. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that result from the professional services provided during the term of this contract regardless of when a claim is made.
 - D. The General Liability, Automobile Liability and Pollution Legal Liability policies shall each name Rowan University and the State of New Jersey as additional insureds.
 - E. Vendor shall bear all costs of all policy deductibles.
 - F. Vendor may, if they so desire, include with their proposal the applicable certificates of insurance. This will expedite the contract award process for the awarded vendor.
 - G. Within ten (10) days after receipt of notice of intent to award contract, and if applicable, annually thereafter until contract termination, Vendor will furnish Rowan University with Certificates of Insurance evidencing all required insurance.
 1. Certificates must evidence the Additional Insured language.
 2. Certificates will be submitted to the Senior Director of Contracting and Procurement, Rowan University, 201 Mullica Hill Road, Glassboro, NJ 08028.
 - H. The awarded vendor shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this agreement. The successful proposer agrees to defend, indemnify, and hold harmless Rowan University and its officers, agents, staff members and employees, from all actions, claims, and demands whatsoever that may be asserted by, or on behalf of anyone, against the University, its officers, agents, staff members and employees because or as a result of, any accident, injury or illness that may occur to or be sustained by any person, agency, or company that arises out of the activities conducted under this RFP by the proposer, their employees or anyone acting on the proposer's behalf.
 - I. Rowan University, as a State funded University, will not indemnify vendors in any form.
- VI. ROWAN UNIVERSITY GENERAL**
- A. Rowan University may need to issue one or more addenda related to this bid. Such addenda shall be added to the original bid document and posted at the Contracting and Procurement website : *It will be the responsibility of the prospective vendors and other interested parties to familiarize themselves with the website and visit it regularly during the bid process for updated information or addenda related to this bid.*
 - B. Short procedural inquiries may be accepted by telephone by the buyer noted for this project. However, oral explanations or instructions given over the telephone shall not be binding upon the University. Bidders shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this project.
 - C. If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture shall be submitted with the joint venture's submission.

- D.** Any modifications to the bid document prior to award may invalidate entire submission.
- E.** The awarded firm may not assign sell or sub-contract its obligations under the contract to any third party without prior approval in writing by the University.
- F.** Rowan reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan.
- G.** Rowan reserves the right to suspend or terminate the procurement process described in this bid at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- H.** Patents: The Suppliers shall hold and save the University, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense for or on account of any patented or unpatented invention, article, or applicable manufacturer or use in materials and forms of construction as will satisfy the University's requirements.
- I.** Submission as Public Information and Property of Rowan
- J.** Submissions will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Open Public Records Act for non-proprietary information. It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.
- K.** All submissions will become the property of Rowan.
- L.** In submitting a bid, the Vendor agrees, unless specifically authorized in writing by an authorized representative of Rowan University on a case by case basis, that it shall have no right to use, and shall not use, the name of Rowan University, its officials or employees, or the Seal of the University:
- M.** In any advertising, publicity, promotion;
- N.** To express or imply any endorsement of agency's services;
- O.** To use the name of the State, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.
- P.** The preparation of a bid shall be at the expense of the respondent. Rowan University will not reimburse firms for any costs associated with the preparation or submittal of a response.
- Q.** Rowan University does not allow payment of attorney fees for litigation regardless of disposition of matter.
- R.** By responding to this bid, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.
- S.** Submissions which, in the sole judgment of Rowan, fail to meet the requirements of the bid or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.
- T.** Rowan University will not accept jurisdiction in any State except New Jersey.
- U.** The vendor shall be solely responsible for all damage or unauthorized destruction to any Rowan University buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.
- V.** Rowan University reserves the right to reject any or all submissions or to award in whole or in part if deemed in the best interest of the University to do so.
- W.** This bid is not binding on the University.

- X. Protest of restrictive specifications or improprieties in the solicitation, by an interested party, must be received by the Procurement Department in writing not less than ten (10) working days before the closing date for receipt of submissions.
 - Y. The bidder is required to carefully examine the work proposed, the specifications and any drawings for the work, and to compute the quantities of labor or material entering therein, and to determine for himself, the difficulties incidental to the prosecution of the work, and the presentation of a bid shall be considered as conclusive evidence of such examination
 - Z. Unless specifically noted within this bid, Rowan's Standard Terms and Conditions take precedence over any special terms and conditions contained in this bid.
 - AA. Bidders assume sole responsibility for the complete effort required in this bid. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this bid. By submitting a bid in response to this offering, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this bid.
 - BB. Rowan University has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Senior Director of Contracting and Procurement (Senior Director) shall provide advanced, written notice to the vendor.
 - CC. Upon receipt of such written notice, the vendor will submit, within five (5) working days to the Senior Director of Contracting & Procurement, an itemization of the work effort already completed by task or subtasks. The vendor shall be compensated for such work effort according to the applicable portions of its cost proposal.
 - DD. The Senior Director may, for valid reason, issue a stop order directing the vendor to suspend work under the contract for a specific time. The vendor shall be paid until the effective date of the stop order. The vendor shall resume work upon the date specified in the stop order or upon such other date as the Senior Director may thereafter direct in writing. The period of suspension shall be deemed added to the vendor's approved schedule of performance. The Senior Director and the vendor shall negotiate an equitable adjustment, if any, to the contract price.
 - EE. Rowan University reserves the right to cancel this contract with thirty (30) days written notice to the vendor(s) with or without cause.
 - FF. No party, including any respondent to this bid, is granted any rights hereunder.
 - GG. The bid submitted by the vendor shall be binding on the vendor.
 - HH. Rowan University reserves the right to seek clarification and additional information at any point in connection with vendor information or other communication regarding this bid.
- VII. **PRICE & PAYMENT GENERAL**
- A. **Price Fluctuation During Contract:** Unless otherwise agreed to in writing by the University, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or vendor's price decrease during the contract period, the 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 Senior Director of Contracting and Procurement must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause.

- B. Availability of Funds:** The University's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the University or the State of New Jersey for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency and made available through receipt of revenue.

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**TERMS & CONDITIONS SPECIFIC TO NEW JERSEY STATE LAW REQUIRING MANDATORY COMPLIANCE
BY ALL VENDORS**

Rowan University is an agency of the State of New Jersey thus requiring University compliance with all State regulations. The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

Where conflict among the compliance requirements or with these specifications exists the most stringent requirements shall be utilized. The most recent edition of any relevant regulation, standard, document, or code shall be in effect.

It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

I. BUSINESS REGISTRATION

- A. Pursuant to N.J.S.A. 52:32-44, the University is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the University.
- B. The contractor shall maintain and submit to the University a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the University a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.
- C. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.
- D. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the University. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online [here](#).

II. ANTI-DISCRIMINATION

- A. All parties to any contract with the University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

- B. The vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

III. PREVAILING WAGE ACT

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the University, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is their guarantee that neither they nor any subcontractors they might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also their guarantee that they and any subcontractors they might employ to perform the work covered by this proposal shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

IV. AMERICANS WITH DISABILITIES ACT

- A. The vendor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.

V. MACBRIDE PRINCIPALS

- A. The vendor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

VI. RIGHT TO AUDIT

- A. 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).

VII. MAINTENANCE OF RECORDS

- A. 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.

VIII. PAY TO PLAY PROHIBITIONS

- A. Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:
1. Make or solicit a contribution in violation of the statute;
 2. Knowingly conceal or misrepresent a contribution given or received;
 3. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
 4. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
 5. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
 6. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
 7. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
 8. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

IX. POLITICAL CONTRIBUTION DISCLOSURE

- A. The vendor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the vendor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or online at <http://www.elec.state.nj.us/>.

X. OWNERSHIP DISCLOSURE

- A. Pursuant to N.J.S.A. 52:24.2, in the event the vendor is a corporation, partnership or sole proprietorship, the vendor must disclose their ownership.

XI. STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the University pursuant to Executive Order No. 189 (1988).

- A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;

- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards;
- C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any University officer or employee, State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of a University officer or employee, State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;
- D. No vendor shall influence, or attempt to influence or cause to be influenced, any University officer or employee, State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
- E. No vendor shall cause or influence, or attempt to cause or influence, any University officer or employee, State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F. The provisions cited above shall not be construed to prohibit a University officer or employee, State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

XII. TAX CHARGES

- A. Rowan University is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

XIII. NEW JERSEY PROMPT PAYMENT ACT

- A. The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of receipt and acceptance of goods and services.

TERMS & CONDITIONS SPECIFIC TO NEW JERSEY STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

I. COMPLIANCE CODES

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

II. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

III. BUILDING SERVICE

- A. Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

IV. THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

V. SERVICE PERFORMANCE WITHIN U.S.

- A. Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Senior Director of Contracting and Procurement shall be performed within the United States, except when the Senior Director of Contracting and Procurement certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the New Jersey State Treasurer.
- B. A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to of the Terms and Conditions provided, unless previously approved by the Senior Director of Contracting and Procurement and the State Treasurer.

**TERMS & CONDITIONS SPECIFICALLY RELATED TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART,
BY FEDERAL FUNDS**

The provisions set forth in the following section applies to all contracts 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 modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the vendor 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:
 - 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
 - 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:
 - 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
 - Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
 - Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
 - Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
 - 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 the subsections above. For all contracts subject to this section, 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:
 - 1. 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:
 - 1. 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.
 - 2. 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.

3. 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.
4. 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

- A. 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 sub-recipient 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. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- A. 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.
- V. **CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED**
- A. 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).
- VI. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**
- A. 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.