Request for Proposals

Residential Summer Cleaning
for
Rowan University

RFP 19-55

Rowan University
The Office of Contracting & Procurement

201 Mullica Hill Road
Glassboro, NJ 08028
Laurel Hall 2nd Floor Room 207
Phone: 856.256.4171
Email: bids@rowan.edu
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Administrative Information

Institution Contacts:

All questions should be submitted via email with the subject heading:

“RFP 19-55 Residential Summer Cleaning”

Inquiries regarding project specifics will not be accepted by telephone. All questions submitted will be answered on the Contracting & Procurement Department website on the date indicated below. See Section XII.B. for further details.

Questions or inquiries should be sent to bids@rowan.edu

Questions regarding opening documents or accessing items on the website should be addressed to:

Alicia Gannon
Office of Contracting & Procurement
E-mail: gannon@rowan.edu

Due Date:

Bids must be received no later than April 12, 2019 2:00 pm Contracting and Procurement Office, located at Rowan University, 201 Mullica Hill Road, Laurel Hall, 2nd floor, Room 207 Glassboro, NJ 08028.

In order to be considered for the award, all packages must be received at the appropriate location by the required time. Any package not received on time at the noted location may be rejected.

Refer to the Submissions Requirements section of this document for further details.

Schedule of RFP Events:

- Invitation for Bid Issued: March 12, 2019
- Questions Due: March 19, 2019
- Answers Posted to the website: March 26, 2019
- Bids Due: April 2, 2019


Required Procurement Documents & Bidder’s Checklist

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

### Required Procurement Documentation & Bidder’s Checklist

**Failure to include the below requested documentation will result in automatic rejection of bidder’s submission.**

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<td>Ch51 Contractor Certification and Disclosure of Political Contributions Public Law 2005</td>
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Please direct any questions you may have on the above to the assigned buyer for this project.
Project Overview

Rowan University intends to award a service contract for RFP 19-55, Residential Summer Cleaning Services. This contract will cover residential buildings located on the Glassboro, NJ campus of Rowan University during the months of June, July and August.

BACKGROUND INFORMATION AND INTRODUCTION

Rowan University utilizes residential complexes over the summer in various ways; summer school housing, summer camps and conference housing, new student orientation program housing, etc. Prior to summer occupancy of the residential buildings, they are fully cleaned and prepared by Rowan University staff. Full Re-cleans or Wipe-downs (defined in detail in “Scope of Services”) are required whenever an assigned room or apartment is vacated by a summer resident, to make the space ready for occupancy by the next residents. Lengths of stay for each summer residential group could vary from a single night to the entire summer. The expectation and purpose of this contract is to clean each used summer residential unit and return it to “move-in ready” condition when the work is completed by the contractor.

The residential buildings included in this RFP for the services defined below are: Chestnut Hall, Magnolia Hall, Willow Hall, Mimosa Hall, Evergreen Hall, Mullica Hall, Edgewood Park Apartments, Triad Apartments, and The Townhouse Complex. The schedule of use of residential buildings over the summer varies from year to year. It is not anticipated that all buildings listed will require cleaning services over the summer. Anticipated buildings scheduled for summer 2019 are listed in section III below.

The purpose of this RFP is to request unit pricing for the 2 different scopes of work defined below (“Full Re-Cleans” and “Wipe-downs”) for each residential complex listed above. In addition to the individual rooms and apartments, all common areas of the buildings (i.e. corridors, stairwells, lounges, public bathrooms, foyers, etc) should be included in the scope and captured in the unit cost. Separate charges will not be considered for common/public spaces within a building.

Descriptions and floor plans of each building listed above can be found by visiting the University Housing web site at www.rowan.edu/housing and following the link to Housing Options.

I. SCOPE OF WORK

Because of the essential life safety aspects of the service contract, contractors are required to meet all criteria outlined in this RFP. The vendor awarded this contract will be responsible for the housekeeping service defined for the spaces, determined by Rowan University Housing Officials based on the length of stay and use of the residential location. Types of housekeeping services are referred to as “Full Re-Clean or “Wipe-Down” service and defined below.

APPEARANCE STANDARDS: It is the expectation of this contract to provide a level of cleanliness no less than Level 2 of the APPA Appearance Level Standards for all areas. For comparative data the 5 levels are listed below:
APPRA Standards: Custodial

Level 1 – Orderly Spotlessness
- Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no buildup in corners or along walls.
- All vertical and horizontal surfaces have freshly cleaned or polished appearance and have no accumulation or dust, dirt, marks, streaks, smudges or fingerprints. Lights all work and fixtures are clean.
- Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odor free.

Level 2 – Orderly Tidiness
- Floors and base moldings are shine and/or are bright clean. There is no buildup in corners or along walls, but there can be up to two days’ worth of dust, dirt, stains or streaks.
- All vertical and horizontal surfaces are clean but marks, dust, smudges and fingerprints are noticeable upon close observation. Lights all work and fixtures are clean.
- Washroom and shower fixtures and tile gleam and are odor free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odor free.

Level 3 – Casual Inattention
- Floors are swept or vacuumed clean but upon close observation there can be stains. A buildup of dirt and/or floor finish in corners and along walls can be seen.
- There are dull spots and/or matted carpet in the walking lanes. There are streaks or splashes on base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges and fingerprints. Lamps all work and fixtures are clean.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odor free.

Level 4 – Moderate Dinginess
- Floors are swept or vacuumed clean but are dull, dingy and stained. There is a noticeable buildup of dirt and/or floor finish in corners and along walls.
- There is a dull path and/or obviously matted carpet in the walking lanes. Base molding is dull and dingy with streaks or splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints and marks. Lamp fixtures are dirty and some lamps (up to 5 percent) are burned out.
- Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash containers smell sour.

Level 5 – Unkempt Neglect
- Floors and carpets are dully, dirty, dingy, scuffed and/or matted. There is a conspicuous buildup of old dirt and/or floor finish in corners and along walls. Base molding is dirty, stained and streaked. Gum, stains, dirt, dust balls and trash are broadcast.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, marks, streaks, smudges and fingerprints, all of which will be difficult to remove. Lack of attention is obvious.
- Lamp fixtures are dirty with dust balls and flies. Many lamps (more than 5 percent) are burned out.
- Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour.
A. **Full Re-Clean Service:**
Specifically, to reach the Level 2 APPA Standard, the following details cover responsibilities for both apartment-style housing and traditional dorm room housing. Traditional dorm room buildings will not include kitchens, dining rooms, or living rooms in the individual rooms, but expectations pertaining to bedrooms and bathrooms would apply. Also, expectations pertaining to living rooms would apply to lounge-style spaces and expectations pertaining to kitchens would apply to community kitchens located in some traditional dorm-style building.

B. **All common areas (corridors, foyers, stairwells, lounges) of an apartment building or dorm-style building will require:**
- Any trash, debris, or abandoned items from the previous occupants should be removed as trash from the space.
- High dust all surfaces of tall furniture, ledges created by surface mounted conduit and network outlets, corners of walls/ceilings. Any other hard surface that has the ability to collect dust, dirt, and debris, including but not limited to wall mounted light fixtures, vending machines, and furniture, should be wiped clean, utilizing an appropriate cleaning agent if necessary. All surfaces should be clean to the touch.
- Flooring: All carpeted areas are to be completely vacuumed, including corridors and lounges. Any furniture in lounges must be moved and replaced for proper vacuuming. All VCT or other surfaced (non-carpeted floor) is to be swept and damp mopped to leave the spaces with a fresh cleaned smell. Any food, adhesive product, or anything else stuck to the floor should be scraped clean prior to sweeping and mopping, taking care not to damage the floor surface.

C. **Bedrooms**
- Window area: Clean window glass. Wipe clean window sills and ledges of the window so no dust, pollen, or dirt can be seen or felt. Dust window blinds.
- High dust all surfaces of tall furniture, ledges created by surface mounted conduit and network outlets, corners of walls/ceilings. Any other hard surface that has the ability to collect dust, dirt, and debris, including but not limited to wall mounted light fixtures, vending machines, and furniture, should be wiped clean, utilizing an appropriate cleaning agent if necessary. All surfaces should be clean to the touch.
- Furniture and closets: Pull furniture out away from wall and remove any debris found; vacuum carpet or sweep tile behind and under furniture. Wipe clean all surfaces of furniture, closet shelves. Open all drawers and doors of furniture, removing any belongings or debris from any compartments, wiping them clean. Replace all furniture to standard locations.
- Walls, Ceilings, and Doors: Major cleaning to these areas may not be necessary during a re-clean. However, areas should be spot cleaned as needed to remove any spots, dirt, adhesive marks, etc. Clean surfaces of any HVAC vents or radiators present in the room. Vents should be free of any dust or dirt build up. Wall mounted light fixtures should be wiped clean, free of dust, debris, and cob webs.
- Flooring: Any food, adhesive product, or anything else stuck to the floor should be scraped clean prior to sweeping and mopping, taking care not to damage the floor surface. All carpeted areas are to be completely vacuumed. All VCT or other non-carpeted flooring is to be swept thoroughly and damp mopped to remove any spots or scuff marks, and leave the spaces with a fresh cleaned smell.

D. **Living Rooms/Lounge Areas**
- Window area: Clean window glass. Wipe clean window sills and ledges of the window so no dust, pollen, or dirt can be seen or felt. Dust window blinds.
• High dust all surfaces, ledges created by surface mounted conduit and network outlets, corners of walls/ceilings. Any other hard surface that has the ability to collect dust, dirt, and debris should be wiped clean, utilizing an appropriate cleaning agent if necessary. All surfaces should be clean to the touch.

• Furniture and closets: Pull sofas and chairs out away from wall and remove any debris found; vacuum carpet or sweep tile behind and under furniture. Wipe clean any hard surfaces of furniture and closet shelves. If cushions on sofas and chairs are removable, remove them and vacuum furniture thoroughly removing any belongings or debris. Report any irremovable stains from upholstery. Replace all furniture to standard locations.

• Walls, Ceilings, and Doors: Major cleaning to these areas may not be necessary during a re-clean. However, areas should be spot cleaned as needed to remove any spots, dirt, adhesive marks, cob webs, etc. Clean surfaces of any HVAC vents or radiators present in the room. Vents should be free of any dust or dirt build up. Wall mounted light fixtures should be wiped clean, free of dust, debris, and cob webs.

• Flooring: All carpeted areas are to be completely vacuumed. If stains are discovered on a carpet, attempt carpet extraction or other approved method of stain removal. If stain removal is unsuccessful, report location to Rowan supervisor.

E. Bathroom Areas

• All bathroom fixtures and surfaces must be cleaned and sanitized thoroughly with a disinfectant fungicide cleaner. This includes all showers, tubs, toilets, partitions, sinks, faucets, countertops, vanities.

• It is recommended to pre-treat showers/tubs first, then continue cleaning other bathrooms surfaces and fixtures. Conclude by completing the shower/tub cleaning and then mop the floor on the way out the door as the final step.

• Glass: All mirrors and windows (where applicable) will be cleaned with glass cleaner.

• Shower curtains: Old curtains should be removed as trash. New replacement curtains will be supplied with hooks.

• Walls: walls near the sink and toilet areas must be wiped clean and sanitized. Clean any exhaust or air supply vent louvers to be free of dust. Any wall mounted fixtures such as soap, toilet paper, or paper towel dispensers and light switches should be wiped clean and sanitized as a touch surface.

• Floors: should be swept of all dust and dirt. Remove any loose trash and trash in a waste basket for those areas that have them. Floors should be wet mopped as a last step to conclude the bathroom cleaning.

F. Kitchen Areas:

• Refrigerators: All refrigerators shall be cleaned, inside and outside, and shall be free of mildew and odor. Anything left inside the refrigerators shall be removed and discarded.

• Stoves, Ovens: All ovens shall be cleaned inside and out. This shall include oven, stove top, burner wells, drip pans and rims. All cooking surfaces and prep areas should be free of any grease or other food residue.

• Kitchen Exhaust Fan: the fans/exhaust units shall be cleaned to remove all soil that may have accumulated. Filters are to be cleaned and replaced. Do not dispose of any filter without the approval of the Rowan University supervisor.

• Walls and Ceilings: Major cleaning to these areas may not be necessary during a re-clean. However, all spots, dirt, etc. should be removed from wall, ceilings, and other hard surfaces.

• Floors: Any food, adhesive product, or anything else stuck to the floor should be scraped clean prior to sweeping and mopping, taking care not to damage the floor surface. Kitchen
floors should be swept of all dust and dirt. Remove any loose trash and trash in a waste basket for those areas that have them. Floors should be wet mopped and left looking and smelling clean.

- Countertops, back-splashes, kitchen cabinets (inside and out), and any other hard surface that has the ability to collect dust, dirt, and debris should be wiped clean, utilizing an appropriate cleaning agent if necessary. Any grease on countertops, backsplashes, and cabinet surfaces from nearby cooking surfaces must cleaned with appropriate cleaning agent.
- Trash and Recycling Containers: All trash and recycling containers are to be emptied. Dumpsters for both trash and co-mingled recyclables are available. Each container, inside and out, is to be cleaned with a disinfectant cleaner so that no odor remains.
- Closets, Cabinets, Shelving: All of the units shall be free of any kind of dirt, debris, and belongings, both on the exterior surfaces and inside the closets, cabinets, or shelving.

G. **Stairwells:**
- High dust to remove dust and cob webs from all surfaces of ceiling corners and underside of stairwells.
- Hard surface stairs—Sweep the stairs and landings from the top to the bottom. Wet mop all stairwells and landings. Carpeted stairs, vacuum stairwell thoroughly.
- Clean any ledges, light fixture surfaces, and window sills in the stairwells.
- Walls: Major cleaning to these areas may not be necessary during a re-clean. However, all spots, dirt, etc. should be removed from walls and other hard surfaces.

H. **Upon completion of cleaning activities of a space the contractor must:**
- flush floor drains (if present) with clean water to fill trap
- close and lock all windows
- put all blinds in up position
- turn all lights off
- close and lock all bedroom and apartment doors
- Set thermostat (where applicable) at 75 degrees.

**Contractors shall not dispose of any article in any apartment/suite/room (other than litter), such as clothing, audio/visual equipment, plates, dishes, personal items of any value, etc., without the approval of the Rowan supervisor. If items such as these are found, the Rowan supervisor must be notified immediately for guidance. If the contractor enters any apartment/suite/room that should be vacant but clearly seems to be occupied, cleaning activities must cease and the Rowan supervisor immediately notified. Cleaning activities shall resume only upon approval of the Rowan supervisor.**

I. **Wipe Down Service:** Wipe-Down Service consists of a light general cleaning. Specifically, it refers to a unit of cleaning performed at the request of Rowan University that will take place prior to re-occupancy of a space. It occurs after either a Full Clean or Re-Clean has been completed and the area has been unoccupied for a long period of time. Wipe-Down Service may also be required after a space was occupied for a very short time, such as 1 or 2 night stay, that would not require the scope of work defined in the above sections for “full Re-Clean”. The residential unit must be left in excellent “move-in” condition when the service is complete.

These details cover responsibilities for both apartment-style housing and traditional dorm room housing. Traditional dorm room buildings will not include kitchens, dining rooms, or living rooms in the individual rooms, but descriptions pertaining to bedrooms and bathrooms would apply. Also, details pertaining to living rooms would apply to lounge-style spaces in a traditional dorm-style
building. Descriptions of the facilities covered under this RFP are included in the section titled “Building Descriptions”.

Details Associated with “Wipe Down Service” pertain to all related common areas such as halls, stairwells, and lounges in addition to the specific identified rooms/apartments:

1. Each apartment/suite/bedroom is to be free of dust, loose dirt and cob webs.
2. All horizontal hard surfaces are to be wiped down. Furniture drawers and cabinets should be re-checked for any type of items to ensure they are empty and ready for re-occupancy.
3. Floors are to be swept and vacuumed throughout.
4. Any loose or bagged trash should be removed.
5. All pollen, dust, dirt, cob webs and dead insects are to be vacuumed from all window sills.
6. Refrigerators, stoves, ranges and are to be checked for cleanliness, plugged in and returned to place. Minor cleaning may be needed to complete the standard level of clean.
7. The bathroom is to be serviced for cleanliness. The toilet bowl is to be cleaned and disinfected. Counters, sinks, faucets should be wiped clean. Shower/tub surfaces should be cleaned. All drain covers should be free of any hair or other debris.
8. Each area is to be free of odors. Any lingering odors after a Wipe-Down Service is completed must be reported to Rowan supervisor.
9. Rowan University reserves the right to call for a “wipe-down” activity in place of a “re-cleaning” activity at any time during the summer season.

II. PROJECTED SCHEDULE OF BUILDING USE AND CLEANING SERVICE: The following is the anticipated schedule and level of service required for each of the buildings for the summer of 2019. The number of units requiring service and the dates when they are available to clean may vary. A working schedule will be produced at the kick-off meeting after the award of this contract and as we get closer to the summer weeks. Any additional requests for service to these buildings or other buildings will be provided to the contractor in writing with a requested completion date.

A. Evergreen Hall
   1. Evergreen Hall will require the Full Re-Clean Service as defined in the “Scope of Service” section above.
   2. Evergreen Hall 1st and 2nd floors (anticipated 60-70 suites comprised of two bedrooms joined by a shared bathroom) will be occupied between 7/8/19 and 7/17/19 by a sports camps.
   3. Cleaning services in Evergreen Hall should begin as soon as the building becomes vacant after July 17, 2019.

B. Mimosa Hall
   1. Mimosa Hall will require the Full Re-Clean Service as defined in the “Scope of Service” section above.
   2. A portion of Mimosa Hall (estimated 15 – 20 suites comprised of 3 bedrooms joined by a shared bathroom, in addition to a main lounge on the first floor) will be occupied for about 2 full weeks in July.
   3. Cleaning services in Mimosa Hall can begin after July 18th 2019.

C. Townhouse Complex
   1. The Townhouse Complex will require the Wipe-Down Service as defined in the “Scope of Service” section above.
   2. In the Townhouse Complex, an estimated 38 – 46 Townhouse units (defined as a 3-level apartment; first level- kitchen and living room, second and third levels- bedrooms and bathrooms) are scheduled for a short 4-day occupancy in July.
   3. Cleaning services in the Townhouse Complex can begin after 7/24/19.
D. **Edgewood Park Apartments (EPA) - 400 and 500 buildings:**
   1. EPA 400 and 500 will require the Full Re-Clean Service as defined in the “Scope of Service” section above.
   2. EPA 400 and 500 (47 apartments) will be occupied at different levels by various camps/conference groups in June and July. Dates of occupancy are still being defined.
   3. Portions of EPA 400 and 500 will become vacant at different intervals throughout the month of July, the earliest anticipated date being **July 6, 2019**. Cleaning services in EPA 200 and 300 must be completed by **August 2, 2019**.
   4. Depending on future unknown occupancy needs, the University may communicate a specific order in which apartments should be re-cleaned and prepared.

E. **Edgewood Park Apartments (EPA) - 200 and 300 buildings:**
   1. EPA 200 and 300 will require the Full Re-Clean Service as defined in the “Scope of Service” section above.
   2. EPA 200 and 300 (48 apartments) will be occupied from **May 17th – August 3rd, 2019**.
   3. Cleaning services in EPA 200 and 300 must be completed by **August 11th**.
   4. Depending on currently unknown future occupancy schedules, the University may communicate a specific order in which apartments should be re-cleaned and prepared.

II. **PRICING**
   A. Proposals shall include all services, labor and price plus costs as indicated on the proposal page.
   B. Prices provided must remain in effect for the dates noted on the Proposal Form.
   C. Payments for labor and services, under this contract, shall be made on per unit (room/apartment) basis, and limited to the work actually performed on any job/project.
      1. Costs included in rate: Benefits, normal travel time, insurance, taxes, vehicles (company and/or employee), any other overhead, profit, and other miscellaneous cost.

III. **TERM OF CONTRACT**
   A. The anticipated contractual period will be for one (1) year with four (4) possible renewals of one year each, subject to budgetary approval on a yearly basis. Rowan University reserves the right to alter this time period upon review of all proposals.
      
      **NOTE:** The first year of the initial proposed contract will begin on the date of the award notification due to services that my **POSSIBLY** be needed before Fiscal Year 20 begins. All subsequent years (2-5) will run from July 1 of the applicable year and end on June 30th of the following year. Rowan will contract with the awarded vendor for goods and services procured from the date of award through the start date of the contract if necessary.
   B. The University reserves the right to terminate the awarded contractor’s services for cause or convenience at any time during the term of the contract.
   C. In the event that services are terminated by the University written notice will be provided thirty (30) days in advance of termination date.
   D. The awarded contractor may not assign sell or sub-contract its obligations under the contract to any third party without prior approval in writing by the University.
   E. In the event that the contract is terminated either by contract expiration or by voluntary termination by the University, the contractor must continue all services until new services become completely operational or new service provider is in place.
   F. The contractor will be responsible for any additional costs incurred by the University in utilizing any replacement firm.
   G. At no time shall this service extend more than 90 (ninety) days beyond the expiration date of the existing contract.
IV. PROCEDURAL REQUIREMENTS AND 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 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 respective designee.

C. Vendors must supply Rowan University with any/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 devices.

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. SUBCONTRACTORS: No subcontractors are permitted for this project.

B. While on University property:
   1. All personnel shall observe all rules and regulations in effect at Rowan University and DMAHS 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.

C. Vendor personnel shall not represent themselves or be considered as employees of Rowan University or DMAHS.

D. 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.

E. The proposer shall be solely responsible for all damage or unauthorized destruction to any Rowan University and DMAHS buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.

F. The Vendor shall remove from the Rowan University or DMAHS work place, any of its employees who are found to be unacceptable by the University. Such requests will not be unreasonable.

G. At all times, vendor personnel shall be in professional attire with clear identification of the company’s name, logo, and person’s name.
VI. **SUBMISSION REQUIREMENTS**

A. Submissions should provide a straightforward and concise delineation of the respondent proposal and commitment to satisfy the requirements of the RFP.

B. Vendor’s submissions should include all information noted in the sections above and on the Required Procurement Documents page of this document as well as the following information.

C. Proposals submitted in any other format other than as listed below will be considered informal and may be rejected.

D. The RFP should be concise and shall be organized in a manner so the selection committee may quickly access pertinent information. Every effort should be made to avoid duplicating the information presented in the RFP. The RFP must include and will be evaluated based on the following criteria. Each team’s RFP must include an index and be organized by discrete sections corresponding to the criteria and in the same order as listed below

1. **Transmittal Letter:**
   
   a. Proposals must be accompanied by a transmittal letter not to exceed two (2) pages signed by a principal of the firm.

2. **Required Procurement Documents & Bidder’s Checklist:** All documents requested (Page 2), should be submitted in the listed order.

E. Conditional proposals will not be considered.

F. Please note that we will only accept electronic bid submissions in the form of a USB or CD format via mail or submission through email. **Electronic submission is the official submission of the University and will be treated as such.**

G. **Addenda:**

H. **Post Award:** Following the notification of award, Vendor(s) may receive a contract along with a request to review terms, deliverables, costs and the University’s expectations in general. You will be able to address any post award questions or concerns at this time. **If you do not receive a contract within seven days of award, please contact contracts@rowan.edu.**
NOTE: THE UNIVERSITY IS NOW ACCEPTING ELECTRONIC BID SUBMISSIONS. 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.

Instructions: In order to be considered for the award, vendors must proceed with the following submission options:

Submit bid via email to bids@rowan.edu

- Enter the Bid Name and Company Name in the Subject Line.
- Submit bids no later than 2:00 p.m. on submission due date.
- DO NOT PROVIDE LINKS OR ANY EXTERNAL LOCATIONS FOR FILES TO BE DOWNLOADED OR RETRIEVED, THE UNIVERSITY WILL REJECT ANY SUBMISSIONS SENT IN THIS MANNER

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 own risk. Mailing submissions should allow for normal mail delivery time and internal circulation within the University to ensure the timely receipt of their submissions by the Purchasing Office. The University will not be responsible for submissions which do not meet the RFP 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.
- Selection of the awarded vendor(s) shall be based solely on the Review Committee’s evaluation of the submissions and the criteria set forth above.
- Rowan reserves the right to interview the respondents.
- Rowan reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan.
- Rowan reserves the right to suspend or terminate the procurement process described in this RFP 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.
- Submission of a Proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University.
- By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

Requests for Clarification by the University: The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within two (2) business days of receipt of any request for clarification by the University.

The award of this RFP will be based upon a review and analysis of all proposals to determine which proposal/proposals best meet the University’s needs. The contract award will be based on a points-earned matrix derived from a service and financial evaluation.

Firms will be awarded points in the following categories:

<table>
<thead>
<tr>
<th>Scoring Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Experience with Similar Projects</td>
<td>0-25</td>
</tr>
<tr>
<td>Qualifications &amp; Experience of Management &amp; Key Personnel</td>
<td>0-25</td>
</tr>
<tr>
<td>Approach &amp; Ability to Successfully meet the Requirements</td>
<td>0-25</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>0-25</td>
</tr>
</tbody>
</table>
The proposer states that he/she has carefully examined the specifications of having carefully examined the proposal documents and being familiar with the requirements therein, hereby submits their proposal to provide such services meeting the requirements outlined in this RFP.

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Vendor Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

**Signature**

Any and all changes made to this proposal page must be initialed and dated by the Proposer. No edit(s) will be accepted without Proposer’s initials and date, next to any and all corrections.

Provide the name and contact information of the individual within your firm that the University should contact regarding questions about your submission. The contact information should include the name of individual, telephone number, and e-mail address

<table>
<thead>
<tr>
<th>Point of Contact</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
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</tbody>
</table>
The undersigned hereby proposes to furnish all labor, materials, tools, equipment and services to perform the RFP 19-55, Residential Summer Cleaning, per the terms and conditions of the proposal specification. The term of the proposal is as stated below with the right to award options terms on an annual basis.

**Pricing is based on cost per unit (room/suite/apartment), Unit price includes all common spaces as defined in the Project Overview above.**

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Edgewood Park Apartment</strong></td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Full Re-Clean Service per unit</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td>Wipe Down Service per unit</td>
<td>$</td>
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<tr>
<td><strong>Townhouse Complex</strong></td>
<td></td>
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<td></td>
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<tr>
<td>Full Re-Clean Service per unit</td>
<td>$</td>
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<tr>
<td>Wipe Down Service per unit</td>
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<tr>
<td><strong>Triad Apartments</strong></td>
<td></td>
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<tr>
<td>Full Re-Clean Service per unit</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Wipe Down Service per unit</td>
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<tr>
<td><strong>Evergreen Hall</strong></td>
<td></td>
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<tr>
<td>Full Re-Clean Service per unit</td>
<td>$</td>
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<tr>
<td>Wipe Down Service per unit</td>
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<tr>
<td><strong>Mimosa Hall</strong></td>
<td></td>
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<tr>
<td>Full Re-Clean Service per unit</td>
<td>$</td>
<td>$</td>
<td>$</td>
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</tr>
<tr>
<td>Wipe Down Service per unit</td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td>Hall</td>
<td>Full Re-Clean Service per unit</td>
<td>Wipe Down Service per unit</td>
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<tr>
<td>Mullica Hall</td>
<td>$</td>
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<tr>
<td>Chestnut Hall</td>
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<td>$</td>
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<tr>
<td>Magnolia Hall</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Willow Hall</td>
<td>$</td>
<td>$</td>
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</tbody>
</table>

Proposer’s Signature: ________________________________  Date: _______________
Appendix A:
List of cleaning products currently in use by Rowan University

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Manufacturer</th>
<th>Prescribed Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>RJ8 /Bleach substitute</td>
<td>Spartan</td>
<td>Tile and Grout cleaner for showers. Mold &amp; Mildew remover</td>
</tr>
<tr>
<td>Bul-it</td>
<td>Misco</td>
<td>Multi Purpose Restroom cleaner Clean sinks, toilets, walls, partitions</td>
</tr>
<tr>
<td>Glass Cleaner</td>
<td>Renown</td>
<td>Clean Mirrors, glass surfaces</td>
</tr>
<tr>
<td>B-2 Neutral floor cleaner</td>
<td>Renown</td>
<td>Mop floors and stairwells</td>
</tr>
<tr>
<td>Xcelente’ or Fabuloso</td>
<td>Spartan</td>
<td>Multi purpose cleaner: wipe down all furniture</td>
</tr>
<tr>
<td>Spray Cleaner Degreaser</td>
<td>Renown</td>
<td>Removes grease from floors and walls</td>
</tr>
<tr>
<td>Oven &amp; Grill Cleaner</td>
<td>Spartan</td>
<td>Clean ovens</td>
</tr>
<tr>
<td>Cucumber Melon Enzyme Odor Neutralizer</td>
<td>Renown</td>
<td>Odor remover</td>
</tr>
<tr>
<td>Micro Ban</td>
<td>Prorestore</td>
<td>Mildewcide/Bactericide/Fungicide Deodorant and disinfectant(anti-Microbial)</td>
</tr>
<tr>
<td>NABC</td>
<td>Spartan</td>
<td>Non-Acid Disinfectant</td>
</tr>
</tbody>
</table>

Response to Appendix A:
Request for alternate product(s)

In the first column enter the name of product currently in use. Then enter the name, manufacturer, and prescribed use of an alternate product, for which you are requesting approval.

<table>
<thead>
<tr>
<th>Rowan Product</th>
<th>Alternate Product</th>
<th>Manufacturer</th>
<th>Prescribed Use</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

☐ Initial this box if no alternate products are being requested for consideration and you agree to utilize only products listed in Appendix A,
I. REPRESENTATIONS AND WARRANTIES
In submitting a bid for this offering, the vendor expressly warrants that:
A. The vendor has legal capacity to execute and perform any Agreement arising from this bid.
B. Any Agreement arising from the award of this bid is a valid and binding Agreement enforceable against
   the vendor according to its terms.
C. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict
   with the terms of any existing Agreement or understanding of which the vendor is a party.
D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict
   with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the
   vendor.
E. The vendor knows of no reason why the vendor is in any way, physically, legally, or otherwise, precluded
   from performing the obligations under an Agreement arising from this bid, in accordance with its terms,
   including without limitation those relating to health and safety.
F. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment
   for the goods and services.
G. The vendor warrants and represents that the furniture, when delivered, shall meet or exceed all applicable
   standards as mandated by State and Federal regulation.

II. DEFAULT
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’ 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
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.
A. 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.
B. 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 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 employee 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:

   - per occurrence .............................................................. $1,000,000
   - products/completed operations aggregate........................ $3,000,000
   - personal and advertising injury...................................... $1,000,000
   - general aggregate......................................................... $3,000,000

   A “per location or Project endorsement” shall be included so that the general aggregate limit applies separately to the Rowan location or Project.

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.

B. The General Liability, Automobile Liability and Pollution Legal Liability policies shall each name Rowan University and the State of New Jersey as additional insureds.

C. Vendor shall bear all costs of all policy deductibles.

D. 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.

E. 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.

F. 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 bid by the proposer, their employees or anyone acting on the proposer’s behalf.

G. 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**

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 nonpropriety information. **It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.**

J. All submissions will become the property of Rowan.

K. 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:
   1. In any advertising, publicity, promotion;
   2. To express or imply any endorsement of agency’s services;
   3. To use the name of the State, its officials or employees or the 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.

L. 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.

M. Rowan University does not allow payment of attorney fees for litigation regardless of disposition of matter.

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

O. Submissions which, in the sole judgment of 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.

P. Rowan University will not accept jurisdiction in any State except New Jersey.

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

R. 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.

S. This bid is not binding on the University.

T. 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.

U. 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

V. Unless specifically noted within this bid, **Rowan’s Standard Terms and Conditions** take precedence over any special terms and conditions contained in this bid.

W. 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.
X. 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.

1. 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.

Y. 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.

Z. Rowan University reserves the right to cancel this contract with thirty (30) days written notice to the vendor(s) with or without cause.

AA. No party, including any respondent to this bid, is granted any rights hereunder.

BB. The bid submitted by the vendor shall be binding on the vendor.

CC. 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 AND 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.
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
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.

A. 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.

B. 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.

C. 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 at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

II. ANTI-DISCRIMINATION
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.

A. 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
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
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 PRINCIPLES
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
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
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
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:
A. Make or solicit a contribution in violation of the statute;
B. Knowingly conceal or misrepresent a contribution given or received;
C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
E. 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;
F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;

G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or

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

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

III. BUILDING SERVICE
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
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.
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.

A. 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

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.

3. 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


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**

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. **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.


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 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.