Request for Proposal

Construction of FROST Validation Full-Scale Pavement Test Strip at CREATEs

REBID

RFP 20-12

Prepared by:
Rowan University
Office of Contracting & Procurement
201 Mullica Hill Road
Glassboro, NJ 08028
Laurel Hall, 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:
“RFP 20-12 Construction of FROST Validation Full-Scale Pavement Test Strip at CREATEs Rebid”

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 any 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

Due Date:
Submissions must be received no later than the time referenced in the Schedule of Events Timetable below. Please refer to the Submissions Requirements section of this document for additional details.

Schedule of Events Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation for Bid</td>
<td>August 29, 2019</td>
</tr>
<tr>
<td>Site Walkthrough</td>
<td>September 4th at 3:30 p.m.</td>
</tr>
<tr>
<td>Questions Due</td>
<td>September 9, 2019</td>
</tr>
<tr>
<td>Answers Posted to Website</td>
<td>September 11, 2019</td>
</tr>
<tr>
<td>Submissions Due</td>
<td>September 18, 2019 at 2:00 p.m.</td>
</tr>
</tbody>
</table>

Site Visit Information

- 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.
- Site Visit will be held at the CREATEs Building at the South Jersey Technology Park; located at 107 Gilbreth Parkway, Mullica Hill, NJ. Look for the large white dome structure.

Bid Opening Information

- Attending the RFP Opening is not mandatory.
- RFP Opening will be held in Laurel Hall (North entrance, Third floor), located on the Glassboro, NJ Campus.

In order to be considered for the award, all information must be received by the required date and time. Any submission 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

<table>
<thead>
<tr>
<th>Failure To Include The Below Requested Documentation Will Result In An Automatic Rejection Of Vendor’s Submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
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<tr>
<td>4</td>
</tr>
<tr>
<td>5</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>7</td>
</tr>
</tbody>
</table>

Failure To Include The Below Requested Documentation May Result In Rejection Of Vendor’s Submission

| 8 | Chapter 51 Contractor Certification & Disclosure of Political Contributions Public Law 2005 |
| 9 | Chapter 271 Vendor Certification & Political Contribution Disclosure Form |
| 10 | EEO/AA Evidence Disclosure |
| 11 | Exhibit A Mandatory EEO Language for Goods, Professional Services & General Service Projects |
| 12 | Exhibit B Mandatory Equal Opportunity Language |
| 13 | New Jersey Business Registration Certificate | Firms should be able to generate a NJ Business Registrations here. Please refrain from utilizing a dated copy. |
| 14 | New Jersey Policy prohibiting Discrimination in the Workplace & Model procedures for Internal Complaints Alleging Discrimination in the Workplace and Acknowledgement of Receipt |
| 15 | Non-Collusion Affidavit |
| 16 | Taxpayer Identification Request (W-9) |

Provide the Below Forms if Applicable for the Project

| 17 | Construction Contracts: Language ‘B’ |
| 18 | Consent of Surety (100%) |
| 19 | Form of Bid Bond (10%) |
| 20 | Additional Mandatory Construction Contract Language |
| 21 | Public Works Certificate |
| 22 | Subcontractor Disclosure Form |
Project Overview

Rowan University invites proposals from qualified firms to provide construction of FROST Validation Full-Scale Pavement Test Strip at CREATEs, in Mullica Hill, NJ.

I. GENERAL OVERVIEW

A. Rowan University’s Center for Research and Education in Advanced Transportation Engineering Systems (CREATEs) is collaborating with the U.S. Department of Defense/U.S. Army Engineer Research and Development Center (ERDC) to find solutions for various construction problems associated with cold regions. As part of this collaborative effort, CREATEs and ERDC have established a need to construct a pavement strip at the Rowan University Accelerated Pavement Testing Facility (RUAPTF), located in Rowan’s West Campus in Mullica Hill (South Jersey Technology Park). The test strip will include installing sensors to monitor moisture content, temperature variations, and changes in thermal conductivity of materials.

B. Project Goals

1. The goal of this full-scale pavement test strip is to validate a finite element model developed by ERDC’s Cold Regions Research and Engineering Laboratory (CRREL) for predicting frost depth in pavement structures.

2. The goal is to construct a full-scale pavement test strip from the ground up using three combinations of frost susceptible subgrade and base materials (soils and aggregates). The contractor will also assist CREATEs’ team in installing instrumentation by drilling boreholes at the end of construction activities.

II. SCOPE OR SERVICES

The work required involves ten tasks as outlined below:

A. ITEM ONE: Obtain Frost Susceptible Soil Materials for use as a subgrade fill (Material No. 1). The gradation will follow the limits in table 2.1 below.

Table 2.1: Required Gradation for Material No. 1

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing By Mass</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 4 (4.75 mm)</td>
<td>84-90</td>
</tr>
<tr>
<td>No. 8 (2.36 mm)</td>
<td>80-84</td>
</tr>
<tr>
<td>No. 16 (1.18 mm)</td>
<td>64-72</td>
</tr>
<tr>
<td>No. 30 (0.600 mm)</td>
<td>50-56</td>
</tr>
<tr>
<td>No. 50 (0.300 mm)</td>
<td>32-38</td>
</tr>
<tr>
<td>No. 100 (0.150 mm)</td>
<td>20-24</td>
</tr>
<tr>
<td>No. 200 (0.075 mm)</td>
<td>18-20</td>
</tr>
<tr>
<td>Hydrometer Analysis %Passing 0.02 mm</td>
<td>18 to 20%</td>
</tr>
<tr>
<td>Liquid Limit and Plasticity Index</td>
<td>LL: 21 to 25; PI: 3 to 8</td>
</tr>
<tr>
<td>USCS Classification</td>
<td>Clayey Sand</td>
</tr>
</tbody>
</table>
1. **Quality assurance operations (Item 1):** The contractor will deliver to CREATEs site enough quantity of Material No. 1 meeting the target gradation above (Table 1). Random sampling will be conducted by CREATEs in accordance to AASHTO T2 team to evaluate the full gradation of the materials (Sieve Analysis, AASHTO T88, and hydrometer analysis). The provided aggregates must meet the above percent passing requirements (ranges). The above materials must also meet the required classification and PI and LL ranges as tested using ASTM D4318.

2. **Requirement:** If the material gradation does not fall within the range of gradation, the contractor will be liable for cost of removing the materials on site and supplying aggregates meeting the provided gradation.

**B. ITEM TWO:** Obtain soil and aggregates for use as a pavement subgrade/base materials (Material No. 2 and Material No. 3). The gradations required for Material No. 2 and Material No. 3 are is shown in Tables 2.2 and 2.3, respectively.

**Table 2.2 Required Gradation for Frost Susceptible Material No. 2**

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing By Mass</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 4 (4.75 mm)</td>
<td>100</td>
</tr>
<tr>
<td>No. 8 (2.36 mm)</td>
<td>100</td>
</tr>
<tr>
<td>No. 16 (1.18 mm)</td>
<td>100</td>
</tr>
<tr>
<td>No. 30 (0.600 mm)</td>
<td>100</td>
</tr>
<tr>
<td>No. 50 (0.300 mm)</td>
<td>95-99</td>
</tr>
<tr>
<td>No. 100 (0.150 mm)</td>
<td>90-96</td>
</tr>
<tr>
<td>No. 200 (0.075 mm)</td>
<td>58-62</td>
</tr>
<tr>
<td>Hydrometer Analysis %Passing 0.02 mm</td>
<td>14 to 17%</td>
</tr>
<tr>
<td>Liquid Limit and Plasticity Index</td>
<td>LL: 28 to 29; PI: 0 to 3</td>
</tr>
<tr>
<td>USCS Classification</td>
<td>Low-Plastic Silt (ML)</td>
</tr>
</tbody>
</table>

**Table 2.3 Gradation Required for Material No. 3 (DGA)**

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing By Mass</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ½ in.</td>
<td>100</td>
</tr>
<tr>
<td>1.0 in.</td>
<td>90-94</td>
</tr>
<tr>
<td>3/4 in.</td>
<td>80-85</td>
</tr>
<tr>
<td>1/2 in.</td>
<td>70-74</td>
</tr>
<tr>
<td>3/8 in.</td>
<td>60-65</td>
</tr>
<tr>
<td>No. 4 (4.75 mm)</td>
<td>48-55</td>
</tr>
<tr>
<td>No. 8 (2.36 mm)</td>
<td>32-38</td>
</tr>
<tr>
<td>No. 16 (1.18 mm)</td>
<td>22-27</td>
</tr>
<tr>
<td>No. 30 (0.600 mm)</td>
<td>16-20</td>
</tr>
<tr>
<td>No. 50 (0.300 mm)</td>
<td>10-14</td>
</tr>
<tr>
<td>No. 100 (0.150 mm)</td>
<td>8-14</td>
</tr>
<tr>
<td>No. 200 (0.075 mm)</td>
<td>5-8</td>
</tr>
</tbody>
</table>
1. **Quality assurance operations (Item 2)**: The contractor will deliver to CREATEs site the materials (both Material No. 2 and Material No. 3) meeting the gradations above (Tables 2 and 3). Random sampling in accordance to AASHTO T2 will be conducted by CREATEs team to evaluate the full gradation of the materials (Sieve Analysis, AASHTO T27 and/or hydrometer analysis as applicable). The provided aggregates must meet the above percent passing requirements (ranges) and hydrometer analysis %passing particle size 0.02 mm. The above materials must also meet the required classification and PI and LL ranges as tested using ASTM D4318.

2. **Requirement**: If the materials are not within the range of gradations (Table 2.2 and Table 2.3), the contractor will be liable for cost of removing the materials from site and supplying materials meeting the provided gradation.

C. **ITEM THREE**: Blend material 1:1 (Material No. 3 and Material No. 2) as Base Fill No. 1. Blending must be performed at the CREATEs site. The blend material should follow the gradation in Table 2.4:

**Table 2.4 Required Gradation for Blend of Material No. 3 and Material No. 2**

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing By Mass</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 4 (4.75 mm)</td>
<td>74-78</td>
</tr>
<tr>
<td>No. 8 (2.36 mm)</td>
<td>65-70</td>
</tr>
<tr>
<td>No. 16 (1.18 mm)</td>
<td>60-64</td>
</tr>
<tr>
<td>No. 30 (0.600 mm)</td>
<td>58-62</td>
</tr>
<tr>
<td>No. 50 (0.300 mm)</td>
<td>50-56</td>
</tr>
<tr>
<td>No. 100 (0.150 mm)</td>
<td>49-55</td>
</tr>
<tr>
<td>No. 200 (0.075 mm)</td>
<td>32-35</td>
</tr>
</tbody>
</table>

D. **ITEM FOUR**: Blend material 1:1 (Material No. 2 and Material No. 1) as Subgrade Fill No. 1. Blending will be performed by contractor at CREATEs site, the desired gradation is shown in Table 2.5:

**Table 2.5 Required Gradation for Blend of Material No. 1 and Material No. 2**

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing By Mass</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 4 (4.75 mm)</td>
<td>90-95</td>
</tr>
<tr>
<td>No. 8 (2.36 mm)</td>
<td>88-92</td>
</tr>
<tr>
<td>No. 16 (1.18 mm)</td>
<td>82-86</td>
</tr>
<tr>
<td>No. 30 (0.600 mm)</td>
<td>75-80</td>
</tr>
<tr>
<td>No. 50 (0.300 mm)</td>
<td>63-68</td>
</tr>
<tr>
<td>No. 100 (0.150 mm)</td>
<td>55-60</td>
</tr>
<tr>
<td>No. 200 (0.075 mm)</td>
<td>38-42</td>
</tr>
</tbody>
</table>
1. **Quality Assurance Operations (Items 3 and 4):** Random sampling and testing will be conducted by CREATEs to ensure gradation blends are meeting requirements (Tables 4 and 5). The general contractor must provide the materials meeting the gradation above. Random samples in accordance with AASHTO T2 by the CREATEs team to evaluate the full gradation of the materials (Sieve Analysis, T27). The provided soils and aggregates must be within the range of Percent Passing requirements (Tables 2.4 and 2.5).

2. **Requirement:** If the blended materials are not within the required gradation ranges, the contractor will be liable for cost of removing the materials from site and supplying the aggregates meeting the provided gradation. No construction will be allowed until the contractor blends the two fill materials to the proper gradations shown in Tables 2.4 and 2.5.

E. **ITEM FIVE:** Excavate a pavement section at CREATEs and install Polystyrene Insulation Materials (boards). The location of the area to be excavated is shown in Figure 1. Approximate dimensions for excavated area are 90 ft. long by 15 ft. wide by 4 ft. deep into the ground. Once excavated, the contractor will then install polystyrene insulation boards (2 inch thickness minimum) on the sides and bottom of the excavated hole. *Appendix I* at the end of this document shows the locations of insulation boards. Three pavement sections will then be built from the bottom up (labelled I, II, and III in Appendix I).

![Figure 1](image)

1. **Quality assurance operations (Item 5):** The dimensions of the excavated pit will be evaluated by the CREATEs team (minimum five locations for width and length (across depth) and 42 locations for depth across both width and length).

2. **Thickness Requirement:** If the average width or length are not within ±3 in. of the target values, or average depth is not within ±0.5 in. of target, or more than ten depth measurements are not within ±0.5 in. of target, the contractor must undertake corrective action, at their own cost, to ensure meeting these tolerances. Dimension measurements will be taken by CREATEs but the contractor is advised to measure pit dimensions before CREATEs to ensure meeting requirements.
3. Similarly, to evaluate uniformity of thickness of the layer, CREATEs team will utilize a long level (12 ft. or 15 ft.) to measure the evenness of the layer across its length and width. A minimum of 20 locations (spaced 5 ft. apart across width and length) will be evaluated for levelness.

4. Leveling requirements: If five or more locations, in any direction, are not level (i.e. 1/8 in. over 15 ft.), the contractor must take corrective action and as many times as necessary, at their own cost, to ensure levelness of the layer.

F. **ITEM SIX: 6:** Placement and grading of aggregate filter layer and placement of impermeable membrane layer. As shown in Appendix 1, a water-impermeable membrane (or layer made of asphalt impregnated non-woven fabric) is needed on top of insulation boards (bottom side of the excavation pit). Once placed, the contractor shall then place an aggregate filter layer that would serve as a water reservoir. The filter layer aggregate must be 3/8–1 in. sized crushed or natural gravel. Careful compaction must be applied to ensure proper support and drainage ability in the filter layer.

1. **Quality assurance operations (Item 6):** The thickness and levelness of the aggregate filter layer will be checked for quality by the CREATEs team. The thickness of layer will be measured (total of 42 locations, each spaced 5 ft. apart) as the difference between the total pit depth (after installation of insulation boards) and the depth from the top of the pit to the top of the aggregate filter layer.

2. **Thickness Requirement:** If the average thickness is not within ±0.5 in. of target thickness (12 in. as shown in Appendix 1) or more than ten locations having a thickness that is not within ±0.5 in. of target thickness, the contractor, at their own cost and as many times as necessary, must take the necessary corrective action to ensure meeting these requirements.

3. **CREATEs team** will also utilize a long level (12 ft. or 15 ft.) to measure the levelness of the layer across its length and width. A minimum of 20 locations (spaced 5 ft. apart across width and length) will be evaluated for levelness.

4. **Leveling Requirement:** If five or more locations, in any direction, are not level (1/8 in. over 15 ft.), the contractor must take corrective action, at their own cost and as many times as necessary, to ensure levelness of the layer.

G. **ITEM SEVEN:** Placement and grading of subgrade for three pavement sections. Once the aggregate filter layer is approved, the contractor will then place a fabric layer (water permeable needle-punched polypropylene fabric). The subgrade materials will then be placed and graded to the target thickness by the contractor (24 in. as shown in Appendix 1). The subgrade layers in the sections are to be as follows:

- **Sections I and II:** The subgrade materials for these sections must be Material No. 1 (Item No. 1) obtained by the contractor.
- **Section III:** The subgrade materials for this section must be Subgrade Fill No. 1 (Item No. 4) blended by the contractor.

1. **Quality assurance operations (Item 7):** The thickness and levelness of the subgrade layer will be checked for quality by the CREATEs team. The thickness of layer will be measured (total 42 locations spaced at 5 ft. apart) as the difference between the total pit depth (after installation of insulation boards) and the depth from the top of the pit to the top of the subgrade layer. If the average layer thickness is not within ±0.5 in. of target thickness (24 in. as shown in Appendix
1) or more than 10 locations having a thickness that is not within ±0.5 in. of target thickness, the contractor, at their own cost and as many times as needed, must take the necessary corrective action to ensure meeting these requirements.

2. CREATEs team will also utilize a long level (12 ft. or 15 ft.) to measure the levelness of the layer across its length and width. A total of 21 locations (spaced 5 ft. apart across width and length) will be evaluated for levelness. If five or more locations, in any direction, are found not leveled (1/8 in. over 15 ft.), the contractor must take corrective action, at their own cost and as many times as necessary, to ensure levelness of the layer.

3. **Density measurement by contractor:** The contractor must measure field density of compacted subgrade layers using a nuclear density gauge (NDG) at 10 random locations per section selected by CREATEs team.

4. **Density Requirement:** The target density of the subgrade layer must be at minimum 95% of laboratory density measured using the modified Proctor test. The contractor is; therefore, required to conduct the modified proctor test to determine Maximum Dry Density for each of the subgrade layer materials and provide testing results to CREATEs. Layer compaction must continue until the layer reaches this target density range. All NDG testing results must be provided to CREATEs for approval on site.

H. **ITEM EIGHT: Placement and grading of base for three pavement sections.** Once the subgrade layer is approved, the contractor will then place and grade the base layer. The target base layer thickness for all three sections is 6 in. as shown in Appendix 1. The base layers’ materials in the sections are to be as follows:

- **Sections I:** The base material for this sections must be the Material No. 3 (DGA in Item No. 2) as obtained by the contractor.
- **Section II and III:** The base materials for these section must be Base Fill No.1 (Item No. 3) blended to requirement by the contractor.

1. **Quality assurance operations (Item 8):** The thickness and levelness of the base layer will be checked for quality by the CREATEs team. The thickness of layer will be measured (total 42 locations spaced at 5 ft. apart) as the difference between the total pit depth (after installation of insulation boards) and the depth from the top of the pit to the top of the base layer. If the average layer thickness is not within ±0.5 in. of target thickness (24 in. as shown in Appendix 1) or more than 10 locations having a thickness that is not within ±0.5 in. of target thickness, the contractor, at their own cost and as many times as necessary, must take the necessary corrective action to ensure meeting these requirements.

2. Density measurement by contractor: The contractor must measure field density of compacted base layers using a NDG at 10 random locations selected by CREATEs team.

3. **Density Requirement:** The target density of the base layer must be at minimum 95% of laboratory density measured using the modified Proctor test. The contractor is; therefore, required to conduct the modified Proctor test to determine Maximum Dry Density for each of the base layer materials. Layer compaction must continue until the layer reaches this target density range. All NDG testing results must be provided to CREATEs for approval on site.
I. **ITEM NINE: Placement and compaction of hot mix asphalt (HMA) layer.** Once the base layer is approved, the contractor can then place and compact the HMA layer (target thickness 3 in. as shown in Appendix 1). The HMA layer is the same for all three pavement sections. The specifications of the HMA mix are as follows:

- **Asphalt Binder and Aggregate Gradation:** PG 76-22 and 9.5 mm. Nominal Maximum Aggregate Size. Table 2.6 presents the control points of the aggregate gradation required.
- **Mix Design:** Superpave mix design procedures must be employed to determine the optimum aggregate gradation and asphalt binder content for the mix. The design gyrations level is 75 gyrations. The mix at optimum binder content must meet the required minimum levels shown in Table 2.7.

1. **Quality assurance operations (Item 9):** The contractor must provide CREATEs, at the time of construction, with a minimum of two 1-gallon cans of the asphalt binder used in preparing the HMA mix. CREATEs will utilize these samples, at a later day, to conduct PG grading testing and verify that the asphalt binder used is meeting PG 76-22 grading requirements. The binder must be sampled at the plant in the presence of a CREATEs representative from the tank used for producing HMA mix. If the binder does not meet grading requirements, the contractor, at their own cost and as many times as necessary, must replace the HMA layer placed.

2. The contractor must also provide CREATEs with 10 five-gallon steel buckets of loose HMA mix. The loose mix must be sampled at CREATEs from the truck using AASHTO T2 sampling procedures. CREATEs will utilize the loose mix to compact samples at 75 gyrations to ensure meeting volumetric requirements (Table 7). In addition, CREATEs team will conduct asphalt binder extraction and recovery procedures to ensure the actual binder content is within ±0.5% of reported optimum binder content (contractor’s Job Mix Formula, JMF which must be submitted to CREATEs).

3. **Gradation requirements:** Extracted aggregates will also be utilized to verify that the aggregate gradation utilized in the mix is meeting the control points and is within ±2% on each sieve in comparison to the target aggregate gradation from contractor’s JMF. If these requirements are not met, the contractor, at their own cost and as many times as necessary, must replace the HMA layer placed.

4. **Density measurement by contractor:** The contractor must measure field density of compacted HMA layer using a NDG at 10 random locations selected by CREATEs team.

5. **Density requirement:** The target density of the HMA layer must be within 2 to 8% (or 92 to 98% of Mix’s Rice Specific Gravity, (Gmm)). Compaction must continue until the HMA layer reaches this target density range. All NDG testing results must be provided to CREATEs for approval on site.
Table 2.6 Aggregate Gradation Control Points for HMA Mix

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Control Points</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Min.</td>
<td>Max</td>
<td></td>
</tr>
<tr>
<td>1/2”</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/8”</td>
<td>90</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>No. 4</td>
<td></td>
<td>90</td>
<td></td>
</tr>
<tr>
<td>No. 8</td>
<td>75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 200</td>
<td>2</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

Table 2.7 Mix Design Requirements

<table>
<thead>
<tr>
<th>Property</th>
<th>Target Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air voids (%)</td>
<td>4 ± 0.5</td>
</tr>
<tr>
<td>VMA (Min. %)</td>
<td>15</td>
</tr>
<tr>
<td>Dust/Binder Ratio</td>
<td>0.8–1.2</td>
</tr>
</tbody>
</table>

J. **ITEM TEN:** Drill boreholes for sensor probes and pavement section water saturation.
   1. Appendix 1 presents the locations at which sensors probes and water saturation boreholes will be drilled. The contractor, after obtaining CREATEs approval for the HMA layers, will drill boreholes (4 inch in diameter) at center of each section (for placement of sensor probe). The contractor will also drill five additional boreholes for water saturating the pavement sections (locations shown in Appendix 1 as blue vertical bars). The depth of all boreholes is from the top of the HMA layer to the top of the filter fabric/aggregate layer (approximately 33 in.).

III. **CONTRACT/WORK MANAGEMENT**
   A. The selected contractor must submit to CREATEs a construction plan one week after signing the work contract with Rowan University. The contractor must present, in a meeting with CREATEs, their construction plan and address any comments made by CREATEs. The meeting must be held one week ahead of construction start.
   B. The selected contractor must start construction within three weeks after work contract is signed by both parties (Rowan and contractor).
   C. CREATEs will open the site for the contractor to view before the construction start.
   D. The Contractor must provide the necessary equipment for earthwork, placement and compaction of the subgrade and base layers, as well as spread, finish and compact the hot mix asphalt layer. Production and placement equipment shall be in good working order and meet the applicable requirements of New Jersey Department of Transportation Updated 2007 Standard Specifications for Road and Bridge Construction. Equipment, materials, and all other construction-related NJDOT specifications must be met by the contractor. A Nuclear Density Gauge must also be provided by the contractor, with a licensed operator, to conduct density testing of layers.
   E. The contractor must start construction activities in a maximum of one week period after obtaining CREATEs’ written approval for the construction plan.
F. The contracted work must be completed by the contractor within three months of award of contract but no later than November 30, 2019.

G. In the event of the failure of the contractor to complete the said work within the time stated, the contractor shall be liable to the University in the sum amount specified per day for each and every calendar day that the said work shall be and remains uncompleted which sum shall be treated as liquidated damages, and not a penalty, for the loss to the University of the use of premises in a completed state of construction, alteration or repair, as the case may be, and for added administrative and inspection costs to the University on account of the delay provided, however, that the liquidated damages provided for herein shall be in addition to other consequential losses or damages that the University may incur by reason of such delay such as, but not limited to, added costs of the project and the cost of furnishing temporary services, if any. The University, from any monies due or to become due to the contractor, may deduct any such items for which the contractor is liable.

1. Liquidated Damages: For the first thirty (30) days beyond substantial completion: $500.00. For each day beyond the thirty (30) days beyond substantial completion: $1,000.00.

H. For each construction item, the contractor must sign a form certifying that the item is complete and meeting specified requirements (e.g., materials meeting specification, layer dimensions, etc.). CREATEs team will check the quality of work (e.g., thicknesses, layer levelness, material gradation, etc.) to ensure it is meeting requirements after receiving the form certifying that the contractor has completed work to standards.

I. CREATEs team will conduct all review and quality assurance activities in a reasonable period of time (not more than 5 business days) and provide the contractor with a written approval or disapproval of completed work for each item.

J. The contractor must also cover the construction area to protect it from rain and other environmental factors at the end of each work day. Tarps can be used for covering the site provided that water is prevented from entering the sections.

K. The contractor must be willing to accommodate a camera crew recording video and other images for CREATEs’ promotional purposes.

IV. PRICING

A. Cost proposal for the services described herein shall be based on a Lump Sum Fixed Fee, and detailed by project task.

B. Pursuant to award of this RFP, proposals shall 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.

C. Proposal pricing must remain valid for no less than ninety (90) days from the submission due date. If awarded, pricing must remain valid for the term of the contract.

D. All costs must be detailed on the Proposal Page of this RFP in the format provided. Any edited, modified or dissimilar formats may not be accepted.

E. See the Proposal Page of this RFP for details.
V. **TERM OF CONTRACT**
   A. Contract will be for the amount of time necessary to complete all the requirements of this RFP as determined by the documents and contract provided by the Rowan University Facilities Planning & Construction Department.
   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 the University terminates services, written notice will be provided thirty (30) days in advance of termination date.

VI. **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.

VII. **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.

VIII. POST AWARD

A. 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.

IX. PROPOSAL CONTENT & EVALUATION CRITERIA FORMAT

A. General Information:
   1. In order to be considered, vendors must submit a complete response to this RFP.
   2. Submissions should be concise and organized (preferably in PDF format and as a single file) so the selection committee may quickly access pertinent information. Submissions in dissimilar formats will be considered informal and may be rejected. Every effort should be made to avoid duplicating the information presented in the submission.
   3. Proposals shall not contain URLs (Uniform Resource Locators) or web addresses. The internet contains dynamically changing content, inclusion of a URL or web address is indicative of potentially changing information. Inclusion of a URL or web address implies that the RFP’s content changes as the referenced web page changes.
   4. Each firm’s RFP should be organized by distinct sections corresponding to the ‘Scoring Criteria’ and ‘Required Procurement Documents’ and in the same order as listed below.

B. Submission Format

   Table of Contents
   1. Ability to Respond to the University’s Needs / Perform Work in a Timely Manner
   2. Capability to Perform Required Services / Qualifications of Key Personnel
   3. Extent of Experience and Past Performance on Similar Projects
   4. Pricing (Proposal Page). Note: Do not edit or modify the provided Proposal Page.
   5. Required Procurement Documents (Listed on page 3 of this RFP)
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 also reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan. In addition, 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 that 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 firm clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within two (2) business days 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:

<table>
<thead>
<tr>
<th>Scoring Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ability to Respond to the University’s Needs / Perform Work in a Timely Manner</td>
<td>0 - 25</td>
</tr>
<tr>
<td>Capability to Perform Required Services / Qualifications of Key Personnel</td>
<td>0 - 25</td>
</tr>
<tr>
<td>Extent of Experience and Past Performance on Similar Projects</td>
<td>0 - 30</td>
</tr>
<tr>
<td>Pricing</td>
<td>0 - 20</td>
</tr>
</tbody>
</table>

Note:

- If a vendor submits a proposal that does not provide detailed and coherent information regarding a specific scoring category, the vendor will be granted zero (0) total points for that category.

- The University reserves the right to conduct reference checks.
SUBMISSION INSTRUCTIONS & 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
  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, *RFP 20-12 Construction of FROST Validation Full-Scale Pavement Test Strip at CREATEs*, having carefully examined the RFP documents and being familiar with the requirements therein, hereby submits the following proposal to provide such services and materials meeting the requirements outlined in this RFP.

**Description & Fee Proposal**

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Item One</td>
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<td>Item Two</td>
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<td>Item Ten</td>
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<td><strong>Lump-Sum Fee:</strong></td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
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<tr>
<td>Phone</td>
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<tr>
<td>Email</td>
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</tbody>
</table>
I. REPRESENTATIONS & WARRANTIES
   A. The vendor has legal capacity to execute and perform any Agreement arising from this RFP.
   B. Any Agreement arising from the award of this RFP 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 RFP, 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' 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 Indemnity section of this project.

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 two million dollars ($2,000,000) 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 five million dollars ($5,000,000) per occurrence, five million dollars ($5,000,000) general aggregate, and five million dollars ($5,000,000) products/completed operations.

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6. Cyber Breach/Privacy Liability Insurance providing coverage for 1) Privacy Liability, Network Security Liability, and Regulatory Liability; 2) Payment Card Industry (PCI) Fines, Penalties, and Assessments; 3) Breach Response Costs including Data Forensics, Public Relations, and Privacy Counsel, and 4) Notification, Credit Monitoring, and Identity Theft Restoration Costs. Limits of liability will be in minimum amounts of five million dollars ($5,000,000). 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 events that occurred prior to the termination date of the claims-made coverage and are not reported until after the termination date.

7. Pollution Legal Liability insurance policy in minimum amounts of five million dollars ($5,000,000) 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.

8. 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 nonpropriety 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 of 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/](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

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
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.

III. 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

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 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
   A. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient 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 sub-recipient 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.

   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. DEBAMENT 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), "Debament 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.