Request for Proposal

Design Services:
College of Humanities & Social Sciences
New Academic Building
RFP 19-86

Document Modified: July 12, 2019
- Changes in red on pages 4, 5, 6, & 11.
- Appendix Added on page 20

Prepared by:
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Administrative Information

All questions must be submitted via email, with the subject heading:
“RFP 19-86 Design Services: CHSS New Academic Building”

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>
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<tbody>
<tr>
<td>Request for Proposal</td>
<td>July 3, 2019</td>
</tr>
<tr>
<td>Site Visit</td>
<td>July 9, 2019 at 10:00 a.m.</td>
</tr>
<tr>
<td>Questions Due</td>
<td>July 12, 2019</td>
</tr>
<tr>
<td>Answers Posted to Website</td>
<td>July 17, 2019</td>
</tr>
<tr>
<td>Submissions Due (see table below for details)</td>
<td>July 24, 2019 2:00 p.m.</td>
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Site Visit Information | Bid Opening Information

- Attending the Site Visit is not mandatory; however, vendors are encouraged to be present.
- Site Visit will be held in the Alumni Engagement Room, located on the first floor of Shpeen Hall, 40 N. Academy Street, Glassboro, NJ 08028 (parking in rear of building).

- Attending the RFP Opening is not mandatory.
- RFP Opening will be held in Bunce Hall, Room 252, 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.

<table>
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<tr>
<th>Required Procurement Documentation &amp; Vendor’s Checklist</th>
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<tbody>
<tr>
<td>Failure To Include The Below Requested Documentation Will Result In An Automatic Rejection Of Vendor’s Submission</td>
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<tr>
<td><strong>1</strong> Proposal Page(s)</td>
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<tr>
<td><strong>2</strong> Proof of Ability to Obtain Required Insurance</td>
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<tr>
<td><strong>3</strong> Acknowledgement of Receipt of Addenda (if any issued)</td>
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<td><strong>4</strong> Ownership Disclosure</td>
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<td><strong>5</strong> Disclosure of Investment Activities in Iran</td>
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<td><strong>6</strong> MacBride Principals Form</td>
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<td><strong>7</strong> Subcontractor Utilization Plan (Form is required even if no subcontractors are being utilized)</td>
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<tr>
<td>Failure To Include The Below Requested Documentation May Result In Rejection Of Vendor’s Submission</td>
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<tr>
<td><strong>8</strong> Chapter 51 Contractor Certification &amp; Disclosure of Political Contributions Public Law 2005</td>
</tr>
<tr>
<td><strong>9</strong> Chapter 271 Vendor Certification &amp; Political Contribution Disclosure Form</td>
</tr>
<tr>
<td><strong>10</strong> EEO/AA Evidence Disclosure</td>
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<tr>
<td><strong>11</strong> Exhibit A Mandatory EEO Language for Goods, Professional Services &amp; General Service Projects</td>
</tr>
<tr>
<td><strong>12</strong> Exhibit B Mandatory Equal Opportunity Language</td>
</tr>
<tr>
<td><strong>13</strong> New Jersey Business Registration Certificate</td>
</tr>
<tr>
<td>Firms should be able to generate a NJ Business Registration here. Please refrain from utilizing a dated copy.</td>
</tr>
<tr>
<td><strong>14</strong> New Jersey Policy prohibiting Discrimination in the Workplace &amp; Model procedures for Internal Complaints Alleging Discrimination in the Workplace and Acknowledgement of Receipt</td>
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<tr>
<td>• Policy (Do not return with submission)</td>
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<tr>
<td>• Model Procedures (Do not return with submission)</td>
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<tr>
<td><strong>15</strong> Non-Collusion Affidavit</td>
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<td><strong>16</strong> Taxpayer Identification Request (W-9)</td>
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<td>Provide the Below Forms if Applicable for the Project</td>
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<td><strong>17</strong> Construction Contracts: Language ‘B’</td>
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<td><strong>18</strong> Consent of Surety (100%)</td>
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<td><strong>19</strong> Form of Bid Bond (10%)</td>
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<td><strong>20</strong> Additional Mandatory Construction Contract Language</td>
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<td><strong>21</strong> Public Works Certificate</td>
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<td><strong>22</strong> Subcontractor Disclosure Form (Vendors must submit a separate form for both Bole and Bunce Projects)</td>
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Project Overview

Rowan University invites proposals from qualified, licensed firms to provide all services related to the design of a new academic building for the College of Humanities and Social Sciences (CHSS), located at Rowan University’s Main Campus, Glassboro, NJ.

I. BACKGROUND

A. Rowan University has evolved from its humble beginning in 1923 as a school with a mission to train teachers for South Jersey classrooms, to a comprehensive public research university with a strong regional presence and reputation. The university’s main campus is now spread over approximately 225 acres, bifurcated by Rte. 322 in Glassboro, New Jersey. The two sides of the campus are referred to as the South and North Campus and are 70 and 155 acres, respectively. For the most part, the North campus is the hub for academic activity and the South for administrative functions.

B. Today, Rowan's over 19,000 students can select from bachelors, masters and doctoral degree programs in colleges and schools across four campuses. The University is one of only 56 institutions in the country with accredited programs in business, education, engineering and medicine.

C. Sporadic changes in needs over time have resulted in the allocation and reallocation of space with several academic and administrative departments being separated and dispersed across the campus in various buildings with variable degrees of suitability for the functions being housed. In many cases, campus facilities are not being utilized effectively and efficiently, creating barriers to maximizing the quality, affordability and availability of educational opportunities.

D. The Rowan campus will experience significant growth in the foreseeable future. The projected growth has resulted in a need for additional space and increased efficiency for the use of existing space on campus. The expansion and addition of various academic and research programs and associated support departments has exerted pressure for the organization of academic and administrative space across the campus.

E. Several capital improvements and building projects are being planned and developed to support the projected growth and need for additional space, the largest of which is the construction of a new academic and administrative facility on campus.

F. Additional plans and campus background information may be found on the Facilities Web Site (https://sites.rowan.edu/facilities/).

Several departments in the College of Humanities and Social Sciences (CHSS) are currently located in Bunce Hall which is being repurposed and renovated for other uses. at multiple building locations throughout the campus. CHSS has a need to centralize their programs within one building to gain efficiencies in administrative and academic functions and to best fulfill its multifaceted mission to empower students, transform communities, and engage in research. The building will be a conducive space for CHSS faculty, staff and students to work, study, learn, and hold events.
II. **PROJECT GOALS**

A. Maintain the intent of the University’s Long-Range Master Facilities Plan.
B. Fulfill the current and projected need for additional academic space.
C. Relocate the College of Humanities and Social Sciences (CHSS) Departments located in Bunce Hall to a new academic building.
D. The CHSS academic building is expected to be approximately 30,000 square feet and accommodate all the following departments and related offices, currently located in Bunce Hall:
   - Dean’s Office Suite
   - English
   - Foreign Language
   - Philosophy and Religion
   - Political Science and Economics
E. The construction of the new CHSS academic building will be completed in one phase.
F. Refer to the Appendix at the end of this RFP for the overall campus site plan indicating the potential locations for the proposed new building, and the list of existing CHSS staff and locations.  
   Note: The University takes no responsibility for the accuracy of data and the design professional shall be responsible for the verification of existing conditions.
G. The Design Professional will be responsible for hiring the Geotechnical Engineer as required by code to support the structural design.
H. The Design Professional will be responsible for hiring the professional land surveyor to document the existing preferred site.
I. The Design Professional will be responsible for hiring the audio/visual, security and information technology consultants as required to document the scope of services for bidding, permitting and construction.
J. The University at the time of writing this RFP, at its discretion, intends to hire the following third party agencies to assist in the work. The Design Professional should include in their proposal the coordination of the third party agencies’ work into the Design Professional’s work. The University will also require the Design Professional to provide to the University progress documents and / or information to hire these third party agencies.
   1. Construction Manager
   2. Commissioning Agent
   3. Building Envelope Testing Agency (note: the design professional is still responsible for the complete design of the building envelop for this project)
   4. Special Inspector (see IBC 2015, NJ Edition, Chapter 17)
K. While this project will NOT be a LEED certified project, energy efficiency will be an important criterion. LEED certification will not be required, though sustainable principles (LEED Silver level) should guide the project.
L. The architect is NOT required to use Revit or other BIM software. See additional notes under DELIVERABLES regarding drafting software.
M. The project consists of the following programming information, including but not limited to:
   1. Consolidation of all of the CHSS departments located in Bunce Hall into a single building on the main campus.
2. Six (6) classrooms, each with a 30-student capacity. Design of classrooms within the CHSS academic building. Final number and size of classrooms will be determined during the design phases of the project, taking into consideration college needs, project budget, college curriculum, etc. Ancillary learning and common spaces (break out rooms, conference rooms, resource rooms, toilet facilities, vertical circulation, etc.) required throughout to support the building and program.

3. Associated mechanical, electrical, plumbing, fire protection and technology spaces required throughout to support the building and program.

4. Storage – adequate storage is essential for equipment and supplies.

5. Site design sensitive to the context, the university’s Landscape and Storm Water Master Plan, should be guided by the University’s Storm Water Management and Landscape Master Plan, and the academic goals of the CHSS.

III. SCOPE OF SERVICES

The selected Design Professional shall provide all services necessary for the completion of the project as described, including but not limited to the following:

A. Feasibility Design Phase (FD)

1. Meet with the University’s stakeholders to determine space needs, list of equipment to be accommodated in the design, verify the number of occupants and how the space will be utilized, etc. Generate Meeting Minutes and the Project Programming Document as a result of this meeting.

2. Survey of the existing spaces occupied by the CHSS staff, to gain a comprehensive understanding of their existing facilities.

3. Visually survey and perform desktop analysis of the proposed building site, verifying to the extent possible existing site features, utilities, drainage and grading, easements, etc. Perform site analyses to identify opportunities and constraints, physical conditions, circulation and connectivity, access, ingress, and egress, developable area, probable cost, etc. for the proposed building.

4. Similar to the above, provide an analysis for an additional site, on-campus, for comparison purposes.

5. Generate a minimum of one massing diagram for each site.

6. Meet with the University’s client team to present site analyses, opportunities and constraints, and massing diagrams. Make recommendation on preferred building location and record feedback. Generate meeting minutes and acquire location sign off as a result of this meeting.

7. For preferred proposed building location, prepare site survey of existing physical features, including topography, underground and aboveground utilities, easements, vegetation, etc.
   a. A signed and sealed survey from a licensed engineer will be required at the completion of this phase.

8. Prepare two design options for the proposed building on the preferred site.

9. Provide a Statement of Probable Costs and conceptual estimate for each design option (hard costs and soft costs).

10. Provide a Bar Chart Schedule for all phases of design, permitting, bidding and construction for each design option.
11. Prepare diagrammatic sketches showing any specialized conditions, programming information, adjacency analysis, etc.
12. Prepare a conceptual, three dimensional rendering of each option.
13. Provide an Executive Summary Report to the University. Report shall include the Program developed from the initial meetings, the design options, cost information for each option, and the schedule for each option. Present the Executive Summary Report to the University and the designated University Stakeholders, fielding any questions in person that arise from the Presentation.
14. Acquire University sign off and approval of which option shall proceed to Schematic Design.

B. Schematic Design Phase (SD)
1. Refine feasibility building and site diagrams into Schematic Design-level drawings (plans, sections, etc.)
2. Provide written and graphic description of the project intent, design conditions, space requirements and concept design of the site plan, building floor plan(s), building elevations, and three dimensional representation of the building situated on the site.
3. Prepare Statement of Probable Costs and conceptual estimate (hard costs and soft costs).
4. Provide a Bar Chart Schedule for all phases of design, permitting, bidding and construction.
5. Prepare diagrammatic sketches showing any specialized design spaces, conditions, etc.
6. Outline specifications indicating material and type of systems proposed. Include a description of each including design parameters of equipment and utilities, (e.g., mechanical, electrical system design concepts).
7. Submission drawings should be progress sheets generated from partially finished contract drawings.
8. Clearly identify points on interconnection to existing utility infrastructure systems.
9. Provide Systems Analysis (mechanical and electrical) addressing the following for alternative systems:
   a. Code impact
   b. Operating costs (including utility costs)
   c. Maintenance Costs
   d. Construction costs
   e. System life expectations
   f. Impact on existing utility infrastructures. Must investigate existing support systems to ensure capacity is available.
   g. Meeting Minutes from all Programming Meetings with University stakeholders.
   h. Energy Use Index
   i. Geotechnical Report Recommendations.
10. Provide Meeting Minutes from Schematic Design coordination meetings

C. Design Development Phase (DD)
1. Refine Schematic Design into Design Development-level drawings (plans, sections, etc.)
2. Provide written and graphic description of the project intent, design conditions, space requirements and concept design of the site plan, building floor plan(s), building elevations, and three dimensional representation of the building situated on the site.
3. Revise Cost Estimate (hard costs and soft costs); prepare outline of proposed Alternates, Unit Prices, and Allowances.
4. Revise Project Schedule (same format as schematic design).
5. Submit 50% complete technical specifications including a detailed sequence of operation of all mechanical and electrical equipment.
6. Submit 50% BIM Diagram in a format readable to the University without benefit of proprietary software.
8. Submit 50% complete contract drawings including:
   a. Cover Sheet, including all required code information
   b. Site/Civil and Landscape Plans
   c. Structural Foundation and Framing Plans
   d. Utility Plans
   e. Floor Plans
   f. Elevations
   g. Sections/Details
   h. Structural Plans and Calculations
   i. HVAC Drawings including the routing of ductwork, piping and accurate ATC, airflow and piping diagrams. Ductwork shall not be single lines at this stage. They shall be depicted with a few key sections for clearance reviews.
   j. Plumbing plans including riser diagrams
   k. Fire Protection Layout
   l. Life Safety Systems Layout
   m. Electrical Plans including single line diagrams and basic panel schedules
   n. Security
   o. Tele/Data
   p. Audio / Visual
   q. Furniture and Equipment Layouts
   r. Interior Finishes and Presentation Boards
9. Drawings shall indicate all necessary equipment service clearances.
10. Provide specific manufacturers’ catalog cuts giving a complete description of all proposed equipment and products.
11. Determine if connection points and rough-in of existing utilities should include present loads, available capacities or material change from the previous submission.
12. Submit meeting minutes from Design Development coordination meetings.

D. Construction Documentation Phase (CD)
1. Provide final project cost estimate indicating construction costs, FF&E costs, AV costs, design costs, permit fees, contingencies, escalation estimates and a cost for each anticipated alternate.
2. Provide revised Project Schedule and a written description of cases forcing changes to the project schedule.
3. Submit 100% complete bound project manual complete with general and technical sections which have been reviewed for proper coordination between trades. (General Sections including Instructions to Bidders, General Conditions, Division 0 and 1 Sections, etc. will be provided by the University to be incorporated into the overall Project Manual)
4. Submit 100% complete BIM diagram in a format readable to the University without benefit of proprietary software.

5. Submit 100% complete contract drawings which will detail the installation of all equipment and materials to affect a functional system in accordance with the intent of the program. Multiple sections showing design intent shall be included.

6. Provide 100% DCA permit and plan review fee calculation sheets

7. Final design drawings must include schematics of:
   a. Air Flow, Water flow, Temperature Control PID Diagrams may be combined with above schematics; Electrical single line showing the service entrance, distribution system panels, motor control centers, conversions to mechanical equipment, fire alarm system, zoning, smoke/heat detectors, etc.


E. Permitting Phase (PM)

1. Provide the University one (1) set of signed and sealed PDF drawings, specifications, calculations, etc. for DCA plan review and permitting submission. The University will file the applications to the DCA for plan review via the DCA’s eFile service.

2. Provide the University one (1) hard copy set of the DCA plan review documents.

3. Responses to all DCA comments until Permits are acquired in a timely manner.

4. Upon approval by the DCA for the permit application documents, provide the University one PDF and hard copy set of the documents for use in the field (DCA requirement).

5. The Design Professional will be responsible for any and all applications, and providing the required documents to the remaining Authorities Having Jurisdiction in order to fully permit the project. The Design Professional will provide hard copies and PDF copies of all application documents to the University.

F. Bidding and Contract Award (BCA)

1. Prepare and distribute meeting minutes from the Pre-bid Meeting. Prepare addenda, clarifications and sketches as required.

2. Review and address questions.

3. Provide cost analysis of bids in comparison to the University’s Budget after Bid Opening Meeting.


5. Prepare a conformed set of contract documents for the University and the Contractor prior to the start of Construction.

G. Construction Administration Phase (CA)

1. Chair project Pre-construction Meeting, bi-weekly construction progress meetings, and contractor required pre-installation meetings.

2. Prepare and distribute meeting minutes. Minutes must be distributed for consumption within 48 hours after meetings.

3. Respond to all requests for information and other contractor job specific questions. If questions cannot be addressed via email, fax or over the phone, etc., have appropriate consultants attend progress or pre-installation meeting to address issues in person.

4. Provide all required sketches, architects supplemental instructions, bulletins, etc., as required to insure clarity of design intent to contractor.

5. Review and approve contractors Schedule of Values Continuation Sheet Unit Breakdown.
6. Along with University Facilities Designated Representative:
   a. Review and approve contractors application for payment
   b. Review and approve contractors progress schedule
   c. Review and approve allowance authorization or change order requests
7. Review and approve contractor submittals and shop drawings
8. Review and confirm test reports for compliance with Contract Documents
9. Submit bi-weekly field evaluation reports
10. Assist University Commissioning Agents

H. Project Close-Out Phase (PCO)
1. Develop punch list.
2. Verify correction of punch listed items.
3. Prepare a record set of contract as-built drawings, specifications, shop drawings, etc., (provide both hard and electronic copies in AutoCAD and PDF format).
4. Prepare a final conformed set of contract drawings (should include all design modifications which occur after the project is bid in PDF format)
5. Review, approve, and secure all close-out documentation required from the contractor, including all maintenance and operating manuals, guarantees, warranties, testing and balancing reports, equipment testing certificates, etc.
6. Assist University and contractor in acquiring final DCA inspections.
7. Along with University Project Manager, review and approved contractors invoice for final payment, consent of surety any lien waivers, or other required final release documentation and extended insurance certificates.
8. Support/Defend the University in any claims as a result of the project.
9. Schedule an 11-month Warranty Meeting with the University Project Manager and the Contractor, to walk the building, identifying any open warranty items that need to be addressed prior to the expiration of the Contractor’s Warranty.

IV. MEETINGS
A. The Design Professional shall include meetings, some of which can be web-based meetings with approval of the University, at the University as follows:
1. During the Feasibility Design Phase, the Design Professional will schedule with the University meetings as necessary to meet with all the stakeholders to research and develop the space needs for the project. The Design Professional will schedule with the University meetings every two weeks to review progress of the space needs research, identification of possible locations and the development of a final program. It is anticipated that there will also be a minimum of two (2) meetings with the Project stakeholders.
2. During the Schematic Design Phase, the University anticipates two (2) progress meetings to review progress and reconcile the estimate, confirm the Project Schedule, present the plans, and to identify open items prior to progressing with the next phase of the project. The Design Professional should also include in their scope of services a review meeting with the University’s stakeholders at the completion of this phase to review all the work completed to date.
3. During the Design Development Phase, the University anticipates two (2) review meetings for the review of the progress of the Work and for the DD Review Meeting to reconcile the estimate, confirm the Project Schedule, present the updated design renderings and plans, and
to identify open items prior to progressing with the next phase of the project. The Design Professional should also include in their scope of services a review meeting with the University’s stakeholders at the completion of this phase to review all the work completed to date.

4. During the Construction Documents Phase, the University anticipates two (2) review meetings for the discussion with University Facilities to conform the building systems and their adherence to standards, and for the 95% Completion Review of Work, reconcile the estimate, confirm the Project Schedule, and resolve any last items prior to completion for permitting and bidding.

5. During the Permitting Phase, the University anticipates one (1) meeting for reviewing any issues involving the plan review submission to the NJ DCA.

6. During the Bidding and Contract Award Phase, the University anticipates a Pre-bid Meeting and a Bid Opening Meeting.

7. During the Contract Administration Phase, the University anticipates a Pre-construction Meeting, bi-weekly progress construction meetings (once every two weeks), monthly end-user meetings and a minimum of one day per week of on-site representation by a primary member of the design team; one punch list inspection and one final inspection for completed punch-list. The University anticipates that additional meetings may be necessary throughout the construction administration phase to resolve timely issues, and those meetings should be included in the Design Professional’s scope of services.

8. During the Project Close-out Phase, the University will require the Design Professional to schedule an 11-month Warranty Review Meeting with the University and the Contractor.

V. DELIVERABLES

A. All designs must comply with the University’s Design Guidelines, Space and Furniture Standards, which will be provided by the University AFTER award of this contract.

B. It is anticipated that the deliverables will include, but not be limited to drawings, specifications, samples, presentations, project schedules, and cost estimates in hard and digital copy. Electronic versions of the deliverables are as follows:

1. Drawings – AutoCAD and PDF
2. Specifications – MS Word and PDF
3. Schedule – MS Project and PDF
4. Cost Estimate – Excel and PDF
5. Presentations and Renderings – PDF
6. Calculations and Cut Sheets – PDF
7. As-Built Drawings – AutoCAD and PDF

VI. SUPPORTING INFORMATION

A. Budget: The total project budget is $12,500,000. This project budget is an all-in number. This budget needs to cover all construction costs, FF&E costs, soft costs, professional fees, plan review and permitting fees, commissioning fees, testing and inspection fees, etc.

B. Schedule: The services to be provided under this RFP are to be completed as follows:

1. Feasibility Design + Schematic Design: two months from Notice to Proceed.
3. Bid Assistance Phase: two months.
4. Construction Administration: sixteen to eighteen months.

VII. **PRICING**
A. Cost proposal for the services described herein shall be based on a Lump Sum Fixed Fee Plus Reimbursable Expenses, broken into two parts. Part One includes Feasibility and Schematic Design. Part Two includes Design Development through Project Close Out. Note that services of Part Two shall be at the option of the University. The fee proposal shall be itemized by the prime consultant and each sub-consultant for each Part of the Scope and each Phase of the Project, along with an upset limit for reimbursable costs and an itemized reimbursable cost schedule. The fee shall include all reimbursable costs such as, but not limited to, postage, reproduction, travel, consultants and sub-consultants and presentations.
B. Pricing must be all-inclusive. All services and labor must be represented on the Proposal Form.
C. No proposal may be withdrawn for ninety (90) days.
D. 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.
E. Prices provided must remain in effect for the duration of this RFP.
F. Use the format provided on the Proposal Page of this RFP.

VIII. **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.

IX. **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.

X. **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.

XI. **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.
XII. **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. **Cover Letter:** Submittal responses must have a cover letter on a letterhead signed in ink by all persons required under the applicable organizational documents in order to bind the Proposer on the submittal response. At a minimum it should include:
      - Identification of the prime consultant and the team members.
      - A high level summary of your team’s relevant qualifications.
      - Acknowledgement that you have reviewed any addenda issued to the RFP, as posted on the University’s website.
      - The name and contact information of the individual in your firm that the University should contact
   2. **Organizational Information / Personnel & Staffing**
      - Describe the organization of your proposed team. Indicate the composition and number of staff, facilities available and experience of your firm/team, sub consultants etc.
      - In no more than 200 words, explain why your organization is uniquely qualified to provide professional services for Rowan University. Include any other information, which you feel would be helpful in the selection of your firm on for this project.
   3. **Scope of Services**
      - Include a detailed Scope of Work Statement describing all services that could/would be provided for the project and/or University. Clearly identify additional services/scope, if any, that you feel may be of added value to the project.
      - List and describe Project Deliverables that would support the Scope of Services above.
   4. **Firm Projects & References**
      - Provide three (3) examples of related projects, preferably of similar scope and size that would best assist in assessing if your firm/team is the most suitable to provide design services for this project. Projects that reflect the use of sustainable principles, wherever possible, are preferred. Renderings and other illustrations, if applicable, should be included.
      - Indicate if services provided were as the prime consultant or sub consultant. If as a sub consultant, please identify the Prime consultants.
5. Work Plan, Strategy & Approach
   - Work plan, Strategy and Approach that demonstrates a clear understanding of the project and sequence of tasks. Inclinations of a design approach to addressing the problem and a proposed delivery methodology are strongly encouraged.
   - Clearly indicate why any additional services/scope that you may have identified, you feel may be of added value to the project.
   - A projected bar chart schedule indicating the start and end of each phase of the project. Also indicate specific milestones described in the RFP or projected by the Proposer.

6. Appendices
   - Resumes, references, qualifications appropriate certification and licenses for all key team members (prime consultant and sub-consultants).
   - Indicate which team members who would be responsible for review and submission of permits. Provide names of those team members which have specific knowledge of and experience with the approval and permit processes of the State of New Jersey Department of Community Affairs, Department of Environmental Protection and other applicable area regulatory agencies, and with the administrative review processes and requirements with other applicable NJ State public agencies.
   - Provide hourly fees for key members principal, associate, project manager, administrative etc.
   - Proof of all discipline-required certifications and licensing.

7. Required Procurement Documents
   - Proposals should include all information requested on the Required Procurement Documents page of this RFP.
Evaluation and Selection Criteria

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>Organizational Information</td>
<td>0 – 15</td>
</tr>
<tr>
<td>Scope of Services</td>
<td>0 - 15</td>
</tr>
<tr>
<td>Relevant Projects &amp; Experience</td>
<td>0 – 30</td>
</tr>
<tr>
<td>Work Plan, Strategy &amp; Approach</td>
<td>0 - 35</td>
</tr>
<tr>
<td>Cost</td>
<td>0 - 5</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

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 PREFERABLY 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 proposer, in response to Rowan University’s, **RFP 19-86 Design Services: CHSS New Academic Building**, having carefully examined the RFP documents and being familiar with the requirements therein, hereby submits the following submission meeting the requirements outlined in this RFP.

<table>
<thead>
<tr>
<th>Design Service Category</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part One: Feasibility and Schematic Design</strong></td>
<td></td>
</tr>
<tr>
<td>Professional Services Fee</td>
<td>$</td>
</tr>
<tr>
<td>Reimbursable Expenses (Not-To-Exceed)</td>
<td>$</td>
</tr>
<tr>
<td><strong>Part Two: Design Development through Project Close-Out</strong></td>
<td></td>
</tr>
<tr>
<td>Professional Services Fee</td>
<td>$</td>
</tr>
<tr>
<td>Reimbursable Expenses (Not-To-Exceed)</td>
<td>$</td>
</tr>
<tr>
<td>Total Fee Plus Reimbursable Expenses</td>
<td>$</td>
</tr>
</tbody>
</table>

**Firm Information & Signature**

<table>
<thead>
<tr>
<th>Vendor Name (Please Print Clearly)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s Signature</td>
<td></td>
</tr>
<tr>
<td>Print Name &amp; Title</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>

*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>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Professional Role</td>
<td>Firm Name</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td></td>
</tr>
<tr>
<td>Landscape Architect</td>
<td></td>
</tr>
<tr>
<td>Structural Engineer</td>
<td></td>
</tr>
<tr>
<td>MEPF Engineer</td>
<td></td>
</tr>
<tr>
<td>Geotechnical Engineer</td>
<td></td>
</tr>
<tr>
<td>Audio/Visual Consultant</td>
<td></td>
</tr>
<tr>
<td>Security Consultant</td>
<td></td>
</tr>
<tr>
<td>Information Technology Consultant</td>
<td></td>
</tr>
</tbody>
</table>
Appendix 1

Rowan Campus Plan – Potential Location for the CHSS New Academic Building
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 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. 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, 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.

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.
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
• All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and

b. Manufacturing, forest residues and other wastes, such as:
• Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
• Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
• Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
• Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
• Fibers recovered from waste water which otherwise would enter the waste stream.

c. For contracts in an amount greater than $100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in the subsections above. For all contracts subject to this section, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

II. **EQUAL EMPLOYMENT OPPORTUNITY**


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

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