



Invitation for Bid

IFB 22-10

Multicultural Center Renovations

Stockton University
Office of Procurement & Contracting
Division of Administration and Finance
101 Vera King Farris Drive: Upper N-Wing
Galloway NJ 08205
609.652.4325

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Schedule of Events Timetable

• Release Date	→	September 7, 2021
• Site Visit <i>(see table below for details)</i>	→	September 10, 2021 at 11:00 a.m.
• Questions Due	→	September 15, 2021
• Answers Posted to Website	→	September 23, 2021
• Submissions Due <i>(see table below for details)</i>	→	October 1, 2021 at 2:00 p.m.

Site Visit Information	Bid Opening Information
<ul style="list-style-type: none"> Interested parties may meet in the Campus Center Lobby (through main entrance). University staff will then walk interested parties to site location. Attending the Site Visit is not mandatory. 	<ul style="list-style-type: none"> Interested parties may meet in the Procurement Conference Room in Upper N-Wing. Attending the Bid Opening is not mandatory.

- [Galloway Campus Map](#)
- [Atlantic City Campus Map](#)

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 will be rejected.

Question & Answer Period

All questions should be submitted via email, with the subject heading:
“IFB 22-10 Multicultural Center Renovations”

- ✓ Questions regarding IFB information shall be sent to: RFP-purchasing@stockton.edu
 - *Note: If contact by email is not possible, please call Robert Yufer, Procurement Manager, at 609.652.4698 for an alternate solution.*
 - All questions submitted will be answered (as an Addendum) and posted on the [Procurement & Contracting website](#) on the date indicated above in the ‘Schedule of Events Timetable’.
 - Vendors are not to contact any University department directly, in person, by telephone, email, or fax concerning this IFB.
- ✓ Questions regarding opening documents or accessing items on the website should be sent to:
Robert Yufer
Procurement & Contracting
E-mail: Robert.Yufer@stockton.edu

Required Procurement Documents

The Procurement documents listed below are mandated by State regulation and University policy. All documents listed must be received in order for the University to issue a contract to the apparent low bidder.

Required Procurement Documentation & Vendor’s Checklist

Failure to Include the Below Requested Documentation Will Result in An Automatic Rejection of Vendor’s Submission		
1	Proposal Page(s) <i>(Do Not Modify This Form)</i> ➤ <i>Note: Please make every effort to include the Proposal Page(s) at the beginning of submission</i>	
2	Acknowledgement of Addenda <i>(If any issued, will be posted on the Office of Procurement & Contracting website along with all other project documents)</i>	
3	Consent of Surety (100%) <i>(form serves as an example)</i>	
4	Bid Bond (10% of Base Bid + Add Alternates) <i>(form serves as an example)</i>	
5	Subcontractor Disclosure Form	
6	Aggregate Rating and Uncompleted Work Certification ➤ <i>Required for General Contractor and all prime trade subcontractors</i>	
7	Ownership Disclosure	
8	Disclosure of Investment Activities in Iran	
9	Non-Collusion Affidavit	
Failure to Include the Below Requested Documentation May Result in Rejection of Vendor’s Submission		
10	Surety Disclosure Statement & Certification	
11	Exhibit ‘B’ Equal Employment Opportunity + Additional Mandatory Language for Construction Contracts The following form is required as evidence of Exhibit ‘B’ EEO Language ➤ Initial Project Workforce Report (AA-201)	
12	Chapter 51 / Executive Order 117 Vendor Certifications and Disclosure of Political Contributions ➤ <i>Note: If form does not open or displays an Adobe error message, please try to open with Internet Explorer. If that does not work, please an email Robert.Yufer@stockton.edu for a PDF version.</i>	
13	Chapter 271 Vendor Certification & Political Contribution Disclosure Form <i>NOTE: It is the responsibility of the vendor to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if vendor receives in excess of \$50,000 from contracts from one or more public entities during a calendar year</i>	
14	Subcontractor Utilization Form <i>(required even if no subcontractors are being utilized)</i>	
15	Source Disclosure Form	
16	Proof of Ability to Obtain Required Insurance <i>(See page 20 of this IFB for specifications; provided by bidder)</i> ➤ <i>Certificate of Insurance must name Stockton University and the State of NJ as additional insureds.</i>	
17	Public Works Certificate(s) <i>(Required by General Contractor + All Subcontractors; provided by bidder)</i>	
18	NJ Business Registration Certificate(s) <i>(General Contractor + All Prime Subcontractors; provided by bidder)</i> ➤ <i>Vendors should verify NJ BRCs here: Online Business Registration Certificate Service</i> ➤ <i>NJ Business Registrations must be valid at the time of award</i>	
19	Taxpayer Identification Request (W-9)	
Additional Forms & Information		
20	Small Business Set Aside Program <i>Small Business Set Aside Status: Not Mandated for this Project</i>	
21	Electronic Submission <i>(exact copy of your submission on a USB flash drive)</i>	

PURPOSE & INTENT

- The intent of this IFB is to award a contract(s) to the responsible and apparent lowest cost vendor.
- [Stockton University Terms and Conditions](#) will apply to all contracts or purchase agreements made with the University. These terms are in addition to the terms and conditions set forth in this IFB and should be read in conjunction with them unless specifically indicated otherwise.

SUBMISSION INFORMATION

- Vendors shall follow the instructions contained in this IFB in preparing and submitting a response. Failure to abide by the instructions may cause the submission to be deemed non-responsive and may be cause for rejection.
- The Required Forms, Addenda, Questions and Answers can all be accessed once you login into the Purchasing website at www.stockton.edu/purchasing. It is the responsibility of the vendor to monitor the website for any changes, addenda, additions, clarifications, cancellations etc., as related to this IFB. The University will not be responsible for a vendor's failure to retrieve, review and/or acknowledge any information uploaded or modified on the website.

UNIVERSITY BACKGROUND

- The University is a public institution of higher education organized under the laws of the State of New Jersey with a current enrollment of approximately 9,900 students. The University is a distinguished University of arts, sciences and professional studies and is known for exceptional program offerings and an interdisciplinary approach to learning, providing students with a diverse, high-quality education. The University's main facilities are located on a 1,600-acre campus in Galloway, New Jersey. The University also has instructional sites in Ocean, Atlantic, and Cape May counties which provide a range of academic offerings, from continuing education to undergraduate and graduate-level coursework.

GENERAL DEFINITIONS

- A. Addendum:** Written revision to this IFB issued by the Office of Procurement & Contracting.
- B. All-Inclusive Price:** A price that is all-inclusive of all direct and indirect costs, including, but not limited to, delivery, direct labor costs, overhead, fee or profit, equipment, materials, supplies, managerial support, documents, forms, reproductions thereof and any other costs. No additional fees or costs shall be paid by the University unless there is a change in the scope of work.
- C. Amendment:** A change in the scope of work to be performed by the Vendor after Contract award. An amendment is not effective until signed by the University's Vice President for Administration and Finance and Chief Financial Officer or designee.
- D. Awarded Vendor:** The firm awarded a Contract resulting from this IFB.
- E. Bidder:** The entity providing a submission in response to this offering.
- F. Contract:** The Contract awarded as a result of this IFB and shall consist of any addenda to this IFB, this IFB (including the University's Standard Contract Terms and Conditions), the firm's submission and the contract incorporating these documents and signed by the Vendor and the University's Vice President for Administration and Finance and Chief Financial Officer or designee.
- G. Contractor:** The entity providing a submission in response to this bid.
- H. Firm:** The entity providing a submission in response to this bid.
- I. General Contractor (GC):** Main contractor or prime contractor is responsible for the day-to-day oversight of a construction site, management of vendors and trades, and the communication of information to all involved parties throughout the course of a building project.
- J. Invitation for Bid (IFB):** This document, which establishes the project and contract requirements and solicits submissions to meet the needs of the University.
- K. Joint Venture:** A business undertaking by two or more entities to share risk and responsibility for a specific project.
- L. May:** Denotes that which is permissible, but not mandatory.
- M. Must:** Denotes that which is a mandatory requirement.
- N. Project:** The undertakings or services that are subject to this bid.
- O. Shall:** Denotes that which is a mandatory requirement.
- P. Should:** Denotes that which is recommended, but not mandatory.
- Q. State:** State of New Jersey
- R. Subcontractor:** An entity having an arrangement with the contracted vendor, whereby the contracted vendor uses the products and/or services of that entity to fulfill some of its obligations under its Contract, while retaining full responsibility for the performance of all of its obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the University, only with the awarded vendor.
- S. University or The University:** Refers to Stockton University.
- T. Vendor:** The entity providing a submission in response to this bid.

II. PROJECT INTRODUCTION

- A. The University is seeking to contract with a qualified vendor to provide renovations of existing laboratory space to create a Multicultural Center, located on the Galloway, NJ campus.

III. SCOPE OF SERVICES

A. **Work to be performed under this project includes, but is not limited to the following:**

1. The project is a 12,000-sf renovation of an existing interior laboratory space to create a Multicultural Center with an exterior landscaped entry.
2. The project will upgrade the existing HVAC equipment and distribution system as well as interior finishes and lighting.
3. The facility will also provide a space for entertainment, faculty offices, conference room and a reception area.
4. The Work includes: Selective demolition; sitework and landscaping; architectural work including interiors; miscellaneous structural work; mechanical, electrical, plumbing and fire protection work.

B. **Work to be Performed by Stockton University**

1. None.

C. **Vendor Requirements**

1. Contractor must bid the project to meet the schedule outlined in the bidding documents. This may include weekend and/or shift work, and contractor must staff the project accordingly to meet the schedule. Stockton will not entertain change orders for contractor's inability to meet the schedule.
2. Contractor must outline in submission any long lead times for items that may impact the ability to meet the deadlines of the schedule.
3. Contractor is responsible to submit all permits.
4. Contractor is responsible to schedule and manage all required inspections, including but not limited to, the Final Certificate of Occupancy inspection.
5. Contractor must follow all OSHA and Stockton safety guidelines and procedures.

D. **Summary of Project Milestones**

1. Substantial Completion Date: February 28, 2022
2. Final Completion Date: March 25, 2022
3. Total Project Duration: 164 calendar days
4. Unfavorable weather conditions shall not be justification for delays in completion or final completion dates as specified. No change orders will be issued or approved for extensions of time due to weather conditions.

E. **Schedule of Project Allowance**

1. The following allowance shall be included for this project within the Base Bid. The allowance is to be expended at the discretion of the University. No work shall be billed against the allowance without prior written approval by the University and the Contractor is required to substantiate, in detail, costs incurred for allowance work. Any unused portion of this allowance shall be credited back to the University against the Lump Sum Bid amount at the completion of the project.
 - a. Allowance: \$50,000 for unforeseen circumstances.

F. Project will be constructed under a single prime general construction contract (all trades combined).

G. Liquidated Damages

1. First thirty (30) Days: \$2,500 per calendar day
2. After thirty (30) Days: \$5,000 per calendar day
3. Liquidated Damages will be applied starting the day after the contractually agreed upon final completion date until the day of the actual final completion is reached and the final Certificate of Acceptance (CA) is issued by DCA.
4. The vendor shall not be charged with liquidated damages or any excess cost when the University determines that the vendor is without fault and the vendor's reasons for the time extension are reasonable and acceptable to the University.

H. Use of Premises

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

I. Intent of Contract

1. Project documents provided for this contract are intended to require the contractor to provide for everything reasonably necessary to accomplish the proper and complete finishing of work.
2. All work and materials included in the specifications and not shown on the drawings, or shown on the drawings but not in the specifications, shall be performed and/or furnished by the contractor as if described in both.
3. Any incidental materials and/or work not specified in the drawings or specifications which are, nevertheless, necessary for the true development thereof and reasonably inferable therefrom, the contractor shall understand the same to be implied and required, and shall perform all such work and furnish all materials as if particularly delineated or described therein.
4. Should there be an obvious error between the drawings, specifications, etc., the most stringent constraints of the conflicting information shall be assumed by the contractor, unless otherwise stated in writing by the University Project Manager or designee, and the contractor shall complete the work as reasonably required, consistent with the intent of such drawings and specifications as interpreted by the University.
5. When a conflict exists between scope specific information in this IFB and the Project Specifications, and/or accompanying documents, the Project Manual and accompanying documents take precedence.

J. General Bidding Requirements

1. The bidder is required to submit a Bid Bond in the sum of ten percent (10%) of the base bid price plus the prices for all Add Alternates, shall become the property of Stockton University in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense incurred by the OWNER.
2. Bidder is required to submit a Consent of Surety to execute the final bond as required by the specifications and to become surety in the full amount of the contract price (100%) for the faithful performance of the contract.
3. The Contractor is required to comply with and be able to meet the requirements of Article 13.3.1 Performance and Payment Bond of the General Conditions for the Lump Sum Bid Total.
4. Before a construction vendor can compete for public works construction projects, its qualifications must be verified by the Division of Property Management & Construction (DPMC). A contractor must be classified by DPMC to be eligible to perform DPMC-administered construction work, as well as construction projects for the University.

IV. PRICING

- A. Base Bid costs are all-inclusive** and must include, but are not necessarily limited to, all labor, materials, equipment, supervision, coordination efforts, services, filing fees, security, insurance, deliveries, allowance (if applicable), and all other associated or related items specified herein that are necessary for the completion of the full scope of work.
- B. Unit Prices** (*if applicable to project*)
 1. Unit prices govern addition to or deduction from quantity included in the bid proposal and amounts actually installed on job.
 2. Unit Prices shall have the same value for both add and deduct.
 3. Unit prices must include, but are not necessarily limited to, all labor, materials, equipment, supervision, coordination efforts, services, filing fees, security, insurance, deliveries and all other associated or related items specified herein that are necessary for the completion of the full scope of work.
- C. Add and Deduct Alternates** (if any) are not listed on the '*Proposal Page*' form in any particular sequence. The University shall have complete discretion as to which Alternates and/or Deducts it will actually select for incorporation into the contract. The contract will be awarded by the University to the responsive and responsible bidder that submits the lowest price for the base bid plus all of the Add/Deduct Alternates, if any, actually selected by the University.
- D. Submission pricing** must remain valid for no less than sixty (60) days from the submission due date. If awarded, Vendor agrees not to raise any price(s) for the duration of the contract, except as allowed by the contract.
- E. All pricing** must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude vendor from contract award.

- F. If the Firm puts a zero (0) on an item in the price schedule, the University conclusively deems that price to be zero and that the Firm is offering the item to the University at no cost. Any other notations, such as "N/A" or a blank unit price will be interpreted as an item which the firm cannot supply or deliver and therefore, may result in the submission being deemed non-responsive.
 - G. All costs must be detailed on the Proposal Page of this IFB in the format provided. Any edited or dissimilar formats may be rejected.
 - H. All pricing must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude vendor from contract award.
 - I. Refer to the **Proposal Page(s)** within this IFB for additional information. *Please do not modify the Proposal Page(s). The data should be entered as requested and any changes may result in rejection of submission.*
- V. **TERM OF CONTRACT & TERMINATION LANGUAGE**
- A. Contract period will be for the amount of time necessary to complete all the requirements of this IFB as determined by the documents and contract provided by the Stockton University Facilities Planning & Construction Department.
 - B. **Termination of Contract for Convenience**
 - 1. Notwithstanding any provision or language in a contract resulting from this offering, the University may terminate this contract at any time, in whole or part, for convenience upon no less than thirty (30) days written notice to the awarded vendor.
 - C. **Termination of Contract for Cause**
 - 1. Where an awarded vendor fails to perform or comply with a contract or a portion thereof, the University may terminate the contract, in whole or part, upon thirty (30) days' written notice to the awarded vendor with an opportunity to respond; and
 - 2. Where in the reasonable opinion of the University, an awarded vendor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping and there has been a failure on the part of the vendor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the University may terminate the contract, in whole or in part, upon thirty (30) days' notice to the vendor with an opportunity to respond.
 - D. In cases of emergency the University may shorten the time periods of notification and may dispense with an opportunity to respond.
 - E. In the event of termination under this section, the vendor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

VI. POST AWARD

- A.** Following the “*Notice of Intent to 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 business days of award, please email Robert.Yufer@stockton.edu for an update.

VII. SUBMISSION REQUIREMENTS

- A.** In order to be considered, vendors must submit a complete response to this IFB.
- B.** Submissions should be presented in a straightforward, concise and clear manner (HIGHLY preferred in PDF format and as a single file), so that it can be easily comprehended and understood. Every effort should be made to avoid duplicating the information presented in the submission.
- C.** Submissions shall not contain Uniform Resource Locators (URL) or web addresses. The internet contains dynamically changing content, and any inclusion of a URL or web address is indicative of potentially changing information. Inclusion of a URL or web address implies that the IFB’s content changes as the referenced web page changes.
- D.** Submissions should be organized by distinct sections corresponding with the following:
- 1.** Fully executed Proposal Page(s)
 - 2.** All information requested on the ‘Required Procurement Documents’ page of this IFB.
 - 3.** Any and all information requests designated in the Project Manual and accompanying documents.

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Submission Instructions

In order to be considered, submissions must arrive at the Purchasing Office of the University before the date and time specified in this IFB under the Schedule of Events Timetable (subject to modification through Addenda). The vendor must allow sufficient time for parking and delivery of submission. The time for receipt is firm. Submissions may be submitted by mail or in person. Vendors mailing submissions should allow for normal mail delivery time and internal circulation within the University to ensure the timely receipt of submissions by the Procurement Office. Stockton University assumes no responsibility for unmarked Fed Ex, UPS or any other carrier/mail services.

submissions shall be sealed and indicate the **IFB Number + Project Title** on the envelope, as well as the vendor's name and address.

- ✚ **Sealed submissions are to be sent to:**
Stockton University
Office of Purchasing: Upper N-Wing
101 Vera King Farris Drive
Galloway, NJ 08205

ANY SUBMISSION NOT RECEIVED ON TIME AT THE LOCATION NOTED ABOVE WILL BE REJECTED. LATE SUBMISSIONS ARE INELIGIBLE FOR CONSIDERATION.

The Bidder must submit one (1) complete ORIGINAL submission, clearly marked as the "ORIGINAL." The firm should also submit one (1) exact copy on a USB flash drive preferably as a single PDF. It is suggested that the Firm make and retain a copy of its submission.

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 shall include all information requested on the 'Required Procurement Documents' page of this IFB.

PROPOSAL PAGE

(Part 1 of 2)

Having examined the bid documents and the site of the work and being familiar with all of the conditions surrounding the construction of the project, including the availability of materials and labor, the Contractor hereby submits to furnish all labor, materials, supplies, and to construct the project as specified, within the time set forth herein, and at the price stated. This price is to cover all expenses incurred in performing the work required of which this submission is a part.

<p style="text-align: center;"><u>Lump Sum Base Bid</u> <i>(Includes Allowance)</i></p> <p>All-inclusive lump-sum amount to provide all services and materials meeting the requirements of this IFB and corresponding project documents and inclusive of \$50,000 allowance.</p>	<p>\$</p>
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Firm Name:

Bidder Signature:

Date:

(Proposal Page continued on next page)

PROPOSAL PAGE

(Part 2 of 2)

Proposing Firm Information

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

Note: Bidder must initial and date any and all changes. No corrections will be accepted without Bidder's initials and date next to any and all corrections.

Primary Contact for Project

Name	
Phone	
Email	

Note: The email address provided above shall be deemed as an appropriate means of communication for this project.

The execution of and Bidder's signature on this Proposal Page attests that:

Vendor hereby warrants that it has received and read the IFB and all addenda thereto. Vendor warrants that it understands the requirements of the work required by the University. Vendor warrants that the information contained in its submission is truthful, accurate and that it is capable and willing to accept a contract arising from this IFB. Vendor warrants that it has the capabilities and credentials required by the IFB. Vendor warrants that it will faithfully perform the work required by this IFB and will abide by the terms, conditions and other requirements of this IFB.

The Bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the IFB, including all addenda. Furthermore, signature by the vendor signifies that addenda issued, the invitation for bid, the University's terms and conditions and the responsive submission constitute a contract immediately upon notice of acceptance by the University for any or all the items and/or services submitted. Failure to hold prices or to meet any other terms and conditions as defined in either addenda, the invitation to bid or any other project document during the term of the contract shall constitute a breach and may result in contract termination. A defaulting bidder may also be liable, at the option of the University, for the difference between the contract price and the price proposed by an alternate contractor for the goods and/or services in addition to other remedies available.

The bidder acknowledges and affirms that it has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates for all trades involved in the project for the geographical location of the project as issued by the Commissioner if the Department of Labor and Workforce Development, Trenton, New Jersey 08625.

Stockton University Federal ID#: 22-2832788
 NJ Tax Exempt per N.J.S.A. 54:32B - Exempt Organization

PROJECT LANGUAGE SPECIFIC TO STOCKTON UNIVERSITY

I. PROCEDURAL REQUIREMENTS & AMENDMENTS

- A. The awarded vendor will comply with all procedural instructions that may be issued from time to time by the Director of Procurement & Contracting of the University or his 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 Director of Procurement & Contracting or his designee.
- C. Vendors must supply Stockton 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 Director of Procurement & Contracting 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. Stockton 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 his representative(s) to discuss services.

II. VENDOR PERSONNEL

- A. While on University property:
 - 1. All personnel shall observe all rules and regulations in effect at Stockton 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 Stockton University or the State of New Jersey.
- C. **CRIMINAL BACKGROUND CHECKS ARE MANDATORY** for all non-university personnel performing work on the Stockton University Campus. Vendors, consultants, vendors 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. Background checks of any non-university personnel performing work on the campus, directly by the awarded vendor or any subcontractors of the awarded vendor, may be requested by the University. The awarded vendor shall produce any background checks as requested by the University.

- D. The Proposer shall be solely responsible for all damage or unauthorized destruction to any Stockton 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 Stockton University campus or workplace, 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 should be in appropriate attire with clear identification of the company's name, logo, and person's name.
- G. All vendor motorized vehicles should be identified with the company's name and/or logo in clear view.

III. VENDOR'S WARRANTY & REMEDIES FOR FAILURE TO COMPLY WITH CONTRACT REQUIREMENTS

- A. The awarded vendor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Vendor under the Contract. The Vendor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- B. The awarded vendor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the awarded vendor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the University, of any rights under the agreement or of any cause of action arising out of the awarded vendor's performance of the Contract.
- C. The acceptance of, approval of, or payment for any of the services performed by the awarded vendor under the contract shall not constitute a release or waiver of any claim the University has or may have for latent defects or errors or other breaches of warranty or negligence.
- D. In the event that the awarded vendor fails to comply with any material Contract requirements, the University's Vice President for Administration and Finance and Chief Financial Officer may take steps to terminate the contract in accordance with the provisions herein and/or authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting awarded vendor's price either being deducted from any monies due the defaulting Vendor or being an obligation owed the University by the defaulting Vendor.
- E. If the awarded vendor fails to timely and adequately perform the obligations under the Contract, Stockton, in its sole discretion, shall have the right to pursue a claim in a court of competent jurisdiction against the Vendor for any resulting compensatory damages and consequential damages, and recover any and all reasonable attorneys' fees, and costs including but not limited to court costs, witness costs and consultant costs incurred pursuing the claim.
- F. Nothing in this Section waives Stockton's right to seek equitable indemnity, and all other available legal remedies, for any claim.
- G. Any changes or modifications to the terms of the Contract shall be valid only when they have been reduced to writing and signed by the Vendor and the University's Vice President for Administration and Finance and Chief Financial Officer.

IV. DISPUTES, DISCREPANCIES AND PRECEDENCE OF SPECIAL CONTRACTUAL TERMS & CONDITIONS

A. *Disputes:*

1. The University shall be, in the first instance, the interpreter of the requirements of this contract and the impartial judge of the awarded vendor's performance hereunder. The awarded vendor may, at any time, request a conference of any claim, dispute or matter in question arising out of or relating to Contract. Consistent with the intent of this contract, the University may schedule a conference for the purpose of settling or resolving any such disputes, claims or other matters. Where such a conference is conducted, the awarded vendor shall be afforded the opportunity to be heard on the matter in question. The University may appoint a duly authorized University representative to act on the University's behalf.
2. Following review of the awarded vendor's request, the University and the Vendor may settle or resolve the disputed matter. If an agreement cannot be reached, the final decision rendered by the authorized University representative as a result of the conference is binding. The final decision may be appealed to the Appellate Division pursuant to N.J.S.A. 18A:3B-6(f).

B. *Discrepancies in Evaluating Proposals:*

1. Discrepancies between words and figures will be resolved in favor of words
2. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices
3. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices
4. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total
5. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

C. *Precedence of Special Contractual Terms & Conditions*

1. The Contract awarded as a result of this RFP shall consist of this RFP, all addendum to this RFP, the University's Standard Contract Terms and Conditions and the University's Service Provider Agreement incorporating these documents and signed by the Vendor and the University's Vice President for Administration and Finance and Chief Financial Officer or designee.
 - a. In the event of a conflict between provisions within the contract documents, the contract documents shall have the following order of priority:
 - Contract Agreement
 - RFP Addendum, by most recent issuance date
 - RFP Document
 - The University's Standard Contract Terms and Conditions

V. ADDITIONAL WORK AND/OR SPECIAL PROJECTS

- A.** The awarded vendor shall not begin performing any additional work or special projects without first obtaining written approval from the University. In the event of additional work and/or special projects, the awarded vendor must present a written proposal to perform the additional work to the University. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the awarded vendor in its proposal.

- B.** The awarded vendor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.
- C.** The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the Contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the awarded vendor in the Vendor's original proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the awarded vendor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.
- D.** No additional work and/or special project may commence without the University's written approval. In the event the awarded vendor proceeds with additional work and/or special projects without the University's written approval, it shall be at the awarded vendor's sole risk.

VI. 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 and/or services, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

VII. DEFAULT

- A.** In case of failure to deliver goods or services in accordance with the contract(s) terms and conditions, Stockton 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 Stockton University may have.

VIII. SUBMISSION ERRORS

- A.** A Proposer may request that its RFP proposal be withdrawn prior to RFP opening. Such request must be made, in writing, to the Director of Procurement & Contracting. If the request is granted, the Proposer may submit a revised RFP proposal as long as the revised RFP proposal is received prior to the announced date and time for the opening of RFP proposals and at the place specified.

- B. If, after the opening of RFP proposals, but before contract award, a Proposer discovers an error in its RFP proposal, the Proposer may make written request to the Director of Procurement & Contracting for authorization to withdraw its RFP proposal from consideration for award. Evidence of the Proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the RFP proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Proposer's exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal of the RFP proposal.
- C. If, during the evaluation of RFP proposals received, an obvious pricing error made by a potential contract awardee is found, the Director of Purchasing shall issue written notice to the Proposer. The Proposer will have five days after receipt of the notice to confirm its pricing. If the Proposer fails to respond, its RFP proposal shall be considered withdrawn, and no further consideration shall be given it.
- D. If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Proposer's intention is not readily discernible from other parts of the RFP proposal, the University may seek clarification from the Proposer to ascertain the true intent of the RFP proposal.

IX. SUBCONTRACTING

- A. Any Contract pursuant to this RFP shall not be subcontracted without the prior written approval from the Director of Procurement & Contracting to any other person, company, corporation, firm, organization or agency. At the time of proposing, the vendor shall submit a list of Subcontractors, the type of work performed, and other pertinent data so as to qualify the Subcontractor's capabilities.

X. 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 Stockton 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, Stockton University shall have, in addition to the rights previously stated, the right to cancel this Agreement forthwith.

XI. INDEMNIFICATION

- A. The Vendor will indemnify, defend and hold harmless the University, its employees, representatives, and agents from and against any and all losses, suites, claims demands, fines, penalties, awards, damages, costs and expenses as well as reasonable attorney fees and court costs arising out of or in connection with:
 - 1. Any negligence, default, breach, errors or omissions by the Vendor of obligations under this Contract; or

2. Violations or non-compliance with federal, State, local or municipal laws & regulations ordinances, building codes (including Americans with Disabilities Act, OSHA Environmental Protection Act) arising from the performance of this Contract or arising out of conditions created or caused to be created by the Vendor, its agents, employees and Subcontractors.
- B. The University is a State entity under and subject to the provisions of N.J.S.A. 18A:64-1 et seq. prohibiting it from providing indemnification to entities not specifically cited in N.J.S.A. 18A:64-82. Any Contract signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), and the availability of appropriations.
- C. 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.
- D. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

XII. 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 Stockton 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 Stockton 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 Stockton University and the State of New Jersey per the *Indemnity* section of this project.
- C. All such policies shall name Stockton University and the State of New Jersey as "Additional Insured." The New Jersey Educational Facilities Authority shall also be named as an additional insured for buildings in which their interests appear.
- D. The Vendor shall show evidence of, prior to the commencement of services, and maintain, at its own expense, until final acceptance by the University of all services required under the Agreement, insurance for liability for damages imposed by law and assumed under the Agreement, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State of New Jersey. The University prohibits capping liability to anything less than the liability insurance coverage.
- E. The Vendor shall procure and maintain the below listed types of insurance with limits of liability in at least the amounts also listed below:
 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 Occurrence: \$1,000,000
 - b. Products/Completed Operations Aggregate: \$2,000,000
 - c. Personal and Advertising Injury: \$1,000,000
 - d. General Aggregate: \$2,000,000 (Note: a "per location or project" endorsement shall be included to ensure the general aggregate limit applies separately to the Stockton location or project.)
 4. Comprehensive Automobile Liability written on an occurrence basis covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.
 5. Excess Liability, umbrella insurance, follow form, applying excess of the commercial general liability, commercial automobile liability and employer's liability insurance in minimum amounts of ten million dollars (\$10,000,000) per occurrence, ten million dollars (\$10,000,000) general aggregate, and ten million dollars (\$10,000,000) 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.~~
- F. Vendor shall bear all costs of all policy deductibles.

- G. Vendor may, if they so desire, include with their proposal the applicable certificates of insurance or upon request by the University. This will expedite the contract award process for the awarded vendor.
- H. Within ten (10) days after receipt of notice of intent to award contract and prior to the commencement of work, and if applicable, annually thereafter until contract termination. Vendor will furnish Stockton University with Certificates of Insurance evidencing all required insurance.
 - 1. Certificates must evidence the Additional Insured language.
 - 2. Certificates will be submitted to the Director of Procurement & Contracting, Stockton University, 101 Vera King Farris Drive, Galloway, NJ 08205.
- I. 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 Stockton 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.
- J. Stockton University, as a State funded University, will not indemnify vendors in any form.

XIII. DIANE B. ALLEN EQUAL PAY ACT

- A. Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B. Allen Equal Pay Act, which was signed into law by Governor Phil Murphy on April 24, 2018, a vendor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>

XIV. AFFIRMATIVE ACTION

- A. The vendor recommended for contract award is required to submit a copy of its Certificate of Employee Information or a copy of Federal Letter of Approval, verifying that the Vendor is operating under a federally approved or sanctioned Affirmative Action program. If the vendor has neither document of Affirmative Action evidence, then the Vendor must complete an Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a University contract.

XV. SET-OFF FOR STATE TAX

- A. Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 54:49-19 and N.J.S.A. 54:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S Corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for an State tax, which pursuant to N.J.S.A. 43:21-14.4 also includes any indebtedness greater than or equal to \$300 that is due to the Unemployment Compensation Fund, the State Disability Benefits Fund, and the Family Temporary Disability Leave Account, the Director of the Division of Taxation of the Office of Management and Budget shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness.
- B. The amount set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer partner or shareholder subject to set-off.
- C. The Division of Taxation may initiate procedures to set-off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any State tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's State tax indebtedness or, in the case of a vendor-partnership or vendor-S Corporation, by the amount of State tax indebtedness of any member-partner or shareholder of the partnership or S Corporation, respectively. N.J.A.C. 18:2-8.3.
- D. The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 54:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to P.L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

XVI. STOCKTON UNIVERSITY GENERAL CONDITIONS

- A. ***Stockton University may need to issue one or more addenda related to this project. Any addenda will become part of this RFP and part of any contract awarded as a result of this RFP. All addenda will be posted on the Stockton Procurement website. It will be the sole responsibility of the prospective vendors and other interested parties to familiarize themselves with the website and visit it regularly during the RFP process for updated information or addenda related to this project.***
- B. The intent to award will be sent in writing (via email) to all firms that submitted a proposal, naming the selected firm. It will be sent to the designation listed on the Proposal Page of this RFP under the section "Primary Contact for Project."
- C. 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. Firms shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this project.
- D. If a joint venture is submitting an RFP, the agreement between the parties relating to such joint venture shall be submitted with the joint venture's submission.

- E.** Submissions which, in the sole judgment of Stockton, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions, deletions, strikethroughs or contain errors may be rejected.
- F.** The awarded vendor shall not transfer, assign or otherwise dispose of the Contract or Contract funds, due or to become due, or claims of any nature it has against the University to any other party except upon the express written approval of the University.
- G.** Stockton reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Stockton.
- H.** Stockton reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, Stockton may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- I.** 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.
- J.** Submission as Public Information and Property of Stockton. Ownership of all data, material, and documentation originated and prepared for the University pursuant to this RFP and ensuing Contract shall become the remain the property of the University.
- K.** Subsequent to RFP opening, all information submitted by a Proposer in the proposal is considered public information, except as may be exempted from public disclosure by the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., and the common law. A Proposer may designate specific information in its proposal as not subject to disclosure when the Proposer has a good faith legal/factual basis for such assertion. The University reserves the right to make the determination and will advise the Proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. The University will not honor any attempt by a Proposer to either to designate its entire submission as proprietary and/or to claim copyright protection for its entire proposal.
- L.** In submitting a proposal, the Vendor agrees, unless specifically authorized in writing by an authorized representative of Stockton University on a case by case basis, that it shall have no right to use, and shall not use, the name of Stockton University, its officials or employees, or the Seal of the University:
 - 1.** In any advertising, publicity, promotion.
 - 2.** To express or imply any endorsement of agency's services.
 - 3.** To use the name of the State, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.
- M.** The preparation of an RFP submission shall be at the expense of the respondent. Stockton University assumes no responsibility and bears no liability for costs incurred in the preparation and submittal of an RFP. The University will not reimburse firms for any costs associated with the preparation or submittal of a response.
- N.** Stockton University does not allow payment of attorney fees for litigation regardless of disposition of matter.

- O.** 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.
- P.** Stockton University will not accept jurisdiction in any State except New Jersey.
- Q.** Stockton 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.
- R.** This RFP is not binding on the University.
- S.** 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.
- T.** The Proposer is required to carefully examine the scope of services in this RFP; including, but not limited to any specifications, drawings or supplemental materials, and to compute the quantities of labor or material entering therein, and to determine the difficulties incidental to the prosecution of the work, and the presentation of a RFP shall be considered as conclusive evidence of such examination.
- U.** Vendors assume sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration shall be given after submissions are opened because of a vendor's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this offering, the vendor represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.
- V.** Stockton 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 Director of Procurement & Contracting shall provide advanced, written notice to the vendor.
- W.** Upon receipt of such written notice, the vendor will submit, within five (5) working days to the Director of Procurement & Contracting, 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.
- X.** The Director of Procurement & Contracting 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 Director of Procurement & Contracting may thereafter direct in writing. The period of suspension shall be deemed added to the vendor's approved schedule of performance. The Director of Procurement & Contracting and the vendor shall negotiate an equitable adjustment, if any, to the contract price.
- Y.** No party, including any respondent to this RFP, is granted any rights hereunder.
- Z.** The RFP submitted by the vendor shall be binding on the vendor.
- AA.** Stockton University reserves the right to seek clarification and additional information at any point in connection with vendor information or other communication regarding this RFP.

XVII. 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 Director of Procurement & Contracting 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.

XVIII. EXCEPTIONS TO TERMS & CONDITIONS

- A.** A responder shall be presumed to be in agreement with the terms and conditions of this RFP unless it takes specific exception to one or more of the conditions.
- B.** Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions of this RFP.
- C.** Responders are cautioned that by taking any exception they may be materially deviating from the RFP. If a responder materially deviates from the general terms, conditions and instructions, then its proposal may be rejected.

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

Stockton 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 Proposer 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 an RFP or other proposal shall provide a copy of its business registration to the Proposer who shall provide it to the University.
- B.** The vendor 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 vendor 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 vendor 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 Proposer's signature on this proposal is their guarantee that neither they nor any subcontractor(s) 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 Vendor Registration Acts; the Proposer's signature on the proposal is also their guarantee that they and any subcontractor(s) they might employ to perform the work covered by this proposal shall comply with the provisions of the Prevailing Wage and Public Works Vendor Registration Acts, where required.
- B. The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well-being and to protect them as well as their employers from the effects of serious and unfair competition.
- C. Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed. Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.
- D. The prevailing wage rate for each craft will list the effective date of the rate and the following information:
 - 1. W = Wage Rate per Hour
 - 2. B = Fringe Benefit Rate per Hour
 - Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday.
 - Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.
 - Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.
 - 3. T = Total Rate per Hour
- E. When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).
- F. Apprentice Rate Schedule An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

- G. The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.
 - H. If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.
 - I. If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.
 - J. The Public Works Vendor Registration Act (N.J.S.A. 34:11-56.48) requires that all vendors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at www.nj.gov/labor (click on Wage & Hour and then go to Registration & Permits).
 - K. Pursuant to N.J.S.A. 34:11-56.51: No vendor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the vendor is registered pursuant to this act. No vendor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No vendor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the vendor or subcontractor is registered pursuant to that act.
 - L. Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Vendor Registration Act.
- 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. RIGHT TO AUDIT**
- A. Pursuant to N.J.A.C. 17:44-2.2, Stockton 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).
- VI. 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 RFP. Such records shall be made available to the University and the State, including the Comptroller, for audit and review.

VII. PAY TO PLAY PROHIBITIONS

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

VIII. 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 vendor 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/>.

IX. 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.

X. 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.

XI. TAX CHARGES

- A. Stockton 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.

XII. 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/or services.

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

I. COMPLIANCE CODES AND WITH LAWS & STANDARDS

- A. The awarded vendor is responsible for assuring that all applicable federal, state and local laws, statutes, regulations, codes, and standards, and current generally-accepted standards and practices in its profession are complied with in connection with the services rendered to the University under this Contract.
- B. The awarded vendor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The vendor shall be responsible for securing and paying all necessary permits, where applicable.

II. PUBLIC WORKS VENDOR REGISTRATION ACT

- A. The New Jersey Public Works Vendor Registration Act requires all vendors, 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 vendor 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 vendor 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 Director of Procurement & Contracting shall be performed within the United States, except when the Director of Procurement & Contracting certifies in writing a finding that a required service cannot be provided by a vendor 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 vendor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the vendor 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 Director of Procurement & Contracting and the State Treasurer.