



Invitation for Bid

IFB 23-12

Mail Room and Tenant Space 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

Advertisement Date	→	November 17, 2022
Site Visit <i>(see table below for details)</i>	→	November 23, 2022 at 12:00 p.m.
Questions Due	→	November 29, 2022
Answers Posted to Website <i>(Addendum)</i>	→	December 5, 2022
Submissions Due <i>(see table below for details)</i>	→	December 15, 2022 at 2:00 p.m.

Note: All project events are based on Eastern Time.

Site Visit Information	Bid Opening Information
<ul style="list-style-type: none"> Interested parties may meet at the Residence Hall, located at 3701 Boardwalk, Atlantic City, NJ 08401, Room #B120. Attending the Site Visit is not mandatory. 	<ul style="list-style-type: none"> Interested parties may meet in Upper N-Wing Conference room (N123), located at 101 Vera King Farris Drive, Galloway, NJ 08205. If using the elevator, please use floor button #1. 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 must be submitted via email with the subject heading:

IFB 23-12 Mail Room and Tenant Space Renovations

- ✓ Questions regarding IFB information shall be sent to: RFP-Purchasing@stockton.edu
 - *If contact by email is not possible, please call Robert Yufer, Director of Procurement & Contracting, at 609.652.4698 for an alternate solution.*
 - All questions submitted will be addressed as part of an Addendum, and posted on the [Office of Procurement & Contracting website](#) on the date indicated above in the 'Schedule of Events Timetable'.
 - Vendors are not to contact any University staff or faculty directly, in person, by telephone, email, fax, or any other method regarding 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 an award and/or contract.

Required Procurement Documentation & Vendor’s Checklist

<p style="text-align: center;">THE FOLLOWING DOCUMENTATION MUST BE INCLUDED WITH SUBMISSION OR WILL BE REJECTED (# 1 – 7) <i>Note: Forms # 1 through 7 below cannot be modified after submission and will only be considered as received</i></p>		
1	<p>Proposal Pages (Do not modify the Proposal Pages. Complete and submit as provided) ➤ Please make every effort to include the Proposal Pages at the beginning of submission</p>	
2	Acknowledgement of Addenda (If any issued, will be posted on the Office of Procurement & Contracting website)	
3	<p>Bid Bond (Must be set at 10% of the Bid) ➤ Vendor may use the form provided or an equivalent</p>	
4	<p>Consent of Surety (Must be set at 100% of the contract for the faithful performance of all Bidder obligations) ➤ Vendor may use the form provided or an equivalent</p>	
5	Subcontractor Disclosure Form	
6	<p>Aggregate Rating and Uncompleted Work Certification ➤ Required for General Contractor and all prime trade subcontractors. Vendors may complete the form provided or provide the New Jersey Division of Property Management & Construction sanctioned version.</p>	
7	Ownership Disclosure	
<p style="text-align: center;">THE FOLLOWING FORMS SHOULD BE INCLUDED WITH SUBMISSION & MUST BE RECEIVED BEFORE CONTRACT AWARD</p>		
9	Disclosure of Investment Activities in Iran	
10	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	
11	Non-Collusion Affidavit (Must be properly notarized)	
12	<p>Surety Disclosure Statement & Certification ➤ Vendor may complete the form provided or an equivalent form</p>	
13	<p>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)</p>	
14	<p>Chapter 51 / Executive Order 117 Vendor Certifications and Disclosure of Political Contributions ➤ 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.</p>	
15	Subcontractor Utilization Form (required even if no subcontractors are being utilized)	
16	Source Disclosure Form	
17	Disclosure of Investigations & Other Actions Involving the Vendor Form	
18	Certification of Non-Debarment	
19	<p>Proof of Ability to Obtain Required Insurance (See Insurance section of this IFB for specifications; provided by Bidder) ➤ Certificate of Insurance must name Stockton University and the State of NJ as additional insureds.</p>	
20	<p>Public Works Certificate(s) + DPMC Classification(s) + Applicable License(s) (Required by General Contractor & all Subcontractors. Must be valid at time of submission)</p>	
21	<p>NJ Business Registration Certificate(s) (General Contractor + All Prime Subcontractors; provided by Bidder) ➤ Vendor should verify NJ BRC here: Online Business Registration Certificate Service ➤ NJ Business Registrations must be valid at the time of contract award</p>	
22	Taxpayer Identification Request (W-9)	

PURPOSE & INTENT

- The intent is to award a contract to the lowest responsible Bidder whose bid, conforming to the invitation for bid, will be the most advantageous to the University.
- [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, and all other related items can be accessed by logging into the Office of Procurement & Contracting [Vendor Portal](#). In addition to notice in accordance with N.J.S.A. 18A:64-65(b), the University will send email notifications pertaining to all addenda as related to this IFB to registered users.

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. Affiliate:** Any entity that (1) directly, indirectly, or constructively controls another entity; (2) directly, indirectly, or constructively controlled by another entity; (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.
- C. 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.
- D. 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.
- E. Awarded Vendor:** The Bidder issued a letter of Notice of Intent to Awarded resulting from this Bid solicitation.
- F. Base Bid:** The amount of money stated in the Bid as the sum for which the Bidder offers to perform the work; not including work for which alternate pricing is requested and submitted.
- G. Bidder:** The entity providing a submission in response to this Invitation for Bid (IFB).
- H. Change Order:** An amendment, alteration, or modification of the terms of the Contract between the University and the Contractor. A Change Order is not effective until it is signed and approved in writing.
- I. 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, Amendment(s), post award documents including Change Orders, and the Contract incorporating these documents and signed by the Contractor, and the University's Vice President for Administration and Finance and Chief Financial Officer or designee.
- J. Contractor:** The Bidder that is awarded a Contract resulting from this Invitation for Bid (IFB).
- K. Emergency:** An occurrence or occasion affecting the health, safety, or welfare of occupants of University property, requiring immediate action, or delivery of materials or performance of work.
- L. Firm:** The entity providing a submission in response to this Invitation for Bid (IFB).
- M. 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.
- N. Invitation for Bid (IFB), or Bid Solicitation:** This document establishing the Project and Contract requirements and solicits submissions to meet the needs of the University.
- O. Joint Venture:** A business undertaking by two or more entities to share risk and responsibility for a specific project.
- P. May:** Denotes that which is permissible, but not mandatory.
- Q. Must:** Denotes that which is a mandatory requirement.
- R. Notice of Intent to Award:** Letter sent by the University to all participating Bidders, detailing the lowest responsible Bidder whose bid, conforming to the invitation for bid, will be the most advantageous to the University.
- S. Project:** The undertakings or services that are subject to this Bid.

- T. *Project Specifications:*** Specifications, plans, drawings, and related documents developed by an Architect, Engineer or Agency that provide detailed instructions on how the construction services are to be performed.
- U. *Shall:*** Denotes that which is a mandatory requirement.
- V. *Should:*** Denotes that which is recommended, but not mandatory.
- W. *State:*** State of New Jersey
- X. *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.
- Y. *University, The University or Stockton:*** Refers to Stockton University.
- Z. *Vendor:*** Either the Bidder or the Contractor.

II. PROJECT INTRODUCTION

- A. Stockton University is seeking to contract with a qualified Firm for renovations to the Residence Hall, located on the Atlantic City, NJ campus.

III. SCOPE OF SERVICES

- A. Work to be performed under this Project includes, but is not necessarily limited to the following:
For additional information, please view the associated Project Specifications.

1. Renovations to the University's Residence Hall in Atlantic City, converting the existing multipurpose room into office tenant space and a mail room for student package pick-up.
2. **Building:** Removing existing walls, electrical devices, ceiling grid and devices as required. Creating new office spaces, work rooms, and restroom for tenant use and new mail room for student use. Providing new casework as indicated.
3. **Electrical:** Modifying existing light fixtures as required to work with new wall layout. Providing new subpanel for tenant space and new data and electrical drops.
4. **Fire:** Modifying existing system for new layout.
5. **Mechanical:** Modifying existing system for new layout.
6. **Plumbing:** Providing new restroom and sink for new kitchenette space.

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

1. None.

C. **Bidding & Contract Requirements**

1. Bidder must bid the Project to meet the schedule outlined in the bidding documents. This may include weekend and/or shift work, and Bidder must staff the Project accordingly to meet the schedule. Stockton will not entertain change orders for awarded Contractor's inability to meet the schedule.
2. Bidder 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. Notice to Proceed: On or around December 21, 2022
2. Total Project Duration: 90 days (inclusive of substantial and final completion)
3. 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.

4. Pursuant to 18A:64-77, if the construction work is not completed by the date fixed for completion or in the number of days allowed for completion, as set forth in the specifications, there shall be a deduction from the Contract price for any moneys paid by the University to other contractors for the completion of the Project. This requirement shall not preclude the University from seeking liquidated damages or other remedies.

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. Project Allowance: \$25,000.00

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

G. Liquidated Damages

1. First thirty (30) Days: \$1,000.00 per calendar day
2. After thirty (30) Days: \$2,500.00 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 the New Jersey Department of Community Affairs.
4. The Contractor shall not be charged with liquidated damages when the University determines that the Contractor is without fault and the reasons for the time extension are reasonable and acceptable to the University.
 - a. Time extension requests must be made by the Contractor, in writing, to the Senior Vice President of Facilities & Operations (or designee) and include reasonable justification for the Project to be extended. Contractor should also include an explanation as to how the events leading to the Project extension request were unforeseeable and out of the Contractor's control.

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 areas only. 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.
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, as detailed in the Project Specifications.

5. Upon completion of work, the Contractor 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 Project 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, then the Project Specifications will take precedence.

J. General Bidding Requirements

1. **Guaranty (Bid Bond)**: The Bidder is required to submit a Bid Bond in the sum of ten percent (10%) of the Bid, and 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 expenses incurred by the University.
 - a. *Bid Bond must be set at 10% , and shall not include a not-to-exceed amount.*
 - b. The University shall award the contract or reject all bids within 60 days, except the bids of any Bidders who consent thereto, either before or after the 60-day period, may, at the request of the University, be held for consideration for such longer period of time as may be agreed. Within three days, Sundays and holidays excepted, after the awarding of the Contract and the approval of the successful Bidder's performance bond, if any, the bid guaranty of the remaining Bidders shall be returned to them.
2. **Consent of Surety**: 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 (100%) of the Contract price, inclusive of any and all add alternates for the faithful performance of the Contract.
3. The successful Bidder is required to comply with and be able to meet the requirements of Article 13.3.1 Performance and Payment Bond within the University's General Conditions for Construction.

4. ***The work performed under this IFB is subject to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq).*** The Act requires the payment of minimum rates of pay to laborers, craftsmen, and apprentices employed on public works projects. Covered workers must receive the appropriate craft prevailing wage rate as determined by the Commissioner of Labor and Workforce Development.
 - a. Anyone interested in bidding on or engaging in any contract (or part thereof) for public work which is subject to the provisions of the Prevailing Wage Act must register with the Division of Wage and Hour Compliance as required by the Public Works Contractor Registration Act (PWCRA) N.J.S.A. 34:11-56.48 et seq., which establishes a unified procedure for the registration of contractors and subcontractors engaged in public works building Projects. Upon registration, the contractor and/or subcontractor will be issued a certificate indicating compliance with the requirements of the Act.
 - b. Pursuant to N.J.S.A. 34:11-56.28, the public body, any lessee to whom the public body is leasing a property or premises and any lessor from whom the public body is leasing or will be leasing a property or premises awarding any contract for public work or otherwise undertaking any public work shall ascertain from the commissioner the prevailing wage rate in the locality in which the public work is to be performed for each craft or trade needed to perform the contract and shall specify in the contract itself what the prevailing wage rate in the locality is for each craft or trade or classification of all workers needed to perform the contract during the anticipated term thereof. Nothing in this act, however, shall prohibit the payment of more than the prevailing wage rate to any worker employed on a public work.
 - c. A Contractor's Public Works Certificate must be valid at the time a bid submission is due. 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.
 - d. For information on Public Works Projects and Wage Rate Determinations, please visit the website for [New Jersey Department of Labor and Workforce Development](https://www.nj.gov/labor/).
5. ***The work performed under this Contract is subject to N.J.A.C 17:19-2.1. Only those firms holding a valid classification issued by the Division of Property Management and Construction (DPMC) shall be eligible to bid for work on a public work project,*** unless otherwise permitted by law. In addition, no bid proposal for a public work project shall be accepted unless every subcontractor that is required by law, the bid advertisement, or the bid documents, to be named in the bid proposal holds a valid classification issued by the DPMC. Said classification and rating must be valid on the bid due date for the project.
 - a. Firm shall furnish a current copy of all applicable licenses and permits as required in the DPMC-27 (form submitted by a Firm seeking classification).

IV. PRICING

- A. Pricing for this Project shall be detailed on the '**Proposal Pages**' of this IFB.
- B. **Costs (including unit 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), profit, and all other associated or related work and items that are necessary for the completion of the full scope of work.
- C. **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.
- D. Add and Deduct Alternates (if applicable) are not listed on the '**Proposal Pages**' 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 to the lowest responsible Bidder whose bid, conforming to the invitation for bid, and inclusive of any selected Alternates, will be the most advantageous to the University.
- E. Submission pricing must remain valid for no less than sixty (60) days from the submission due date. If awarded, Contractor agrees not to raise any price(s) for the duration of the Contract, except as allowed by the Contract.
- F. 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 Bidder from Contract award.
- G. 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.
- H. All costs must be detailed on the Proposal Page of this IFB in the format provided. Any edited or dissimilar formats may be rejected.
- I. 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 Bidder from Contract award.
- J. Refer to the **Proposal Page(s)** within this IFB for additional information. *Please do not modify the Proposal Pages. 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 Contract provided by the University's Division of Facilities, Planning & Construction.
- B. **Termination of Contract for Convenience**
 - 1. Notwithstanding any provision or language in the Contract resulting from this Bid, 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 Contractor.

C. Termination of Contract for Cause

1. Where a Contractor 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 Contractor with an opportunity to respond; and
 2. Where in the reasonable opinion of the University, a Contractor 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 Contractor 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 Contractor 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 Contractor 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, Bidder must submit a complete response to this IFB.
- B. Submission should be presented in a straightforward, concise, and clear manner so that it can be easily comprehended and understood. The University highly prefers submissions in PDF format and as a single file (not conforming to this preference will not affect evaluations).
- C. Submissions should 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 within the accompanying Project documents.

Submission Instructions

In order to be considered, submissions must be received by the Office of Procurement & Contracting by the date and time specified in the '*Schedule of Events Timetable*' (p. 3), subject to modification through addenda. The time of acceptance is firm, and late submissions will be ineligible for consideration.

Bidders may choose from one of the following options to provide a submission to the University:

Submission Option #1: Vendor Portal

- Vendors may provide a submission electronically on the Office of Procurement & Contracting website through the **Vendor Portal**. Please follow the instructions below:
 - 1) Visit the following website: <https://stockton.edu/procurement-contracting/VendorPortal>
 - 2) Log into the '*Vendor Portal*' with your username and password
 - 3) From the list of options, select: "*Submit Proposal/Bid*"
 - 4) Select the appropriate Bid/RFP for which you would like to upload a submission
 - 5) Select the "*Choose File*" button. After file is added, click the "*Continue*" button to submit
- After a file is submitted, you will receive an on on-screen and email verification for your records. You may also view your submission by selecting the option, '*View Submitted Proposals/Bids.*'

Notes: **Electronic submissions are preferred and strongly encouraged by the University.** Valid file types for electronic submission are PDF, Word, and Excel (highly preferred as a single PDF). Do not provide links to any external locations for files to be retrieved, as the University will reject any submissions in this manner. If multiple files are submitted with duplicative information (such as two Proposal Pages), then only the most recently uploaded file will be considered. Not conforming to this preference will not affect evaluations.

Submission Option #2: Mail or Hand Delivery

- Bidders may provide a submission by mail or hand delivery to the following address:
 - Stockton University
 - Office of Procurement & Contracting: Upper N-Wing
 - 101 Vera King Farris Drive, Galloway, NJ 08205
- 1) Submissions shall be sealed and indicate the **Project Number** and **Title** on the packaging, as well as the Bidders name and address.
- 2) Bidders must provide one (1) complete ORIGINAL submission. The Firm should also provide an exact copy of its physical submission on a USB flash drive, preferably as a single PDF.

Notes: Bidders must allow sufficient time for parking for hand delivered submissions. Bidders mailing submissions should allow for mail delivery time and internal circulation within the University to ensure timely delivery to the Office of Procurement & Contracting. The University assumes no responsibility for unmarked Fed Ex, UPS, or any other carrier/mail services or for any submission not meeting the scheduled deadline.

PROPOSAL PAGES
(Part 1 of 2)

Having examined the Bid documents and being familiar with all of the conditions surrounding the construction services of the Project, including the availability of materials and labor, the Bidder hereby submits to furnish all labor, materials, supplies, and to complete the Project as specified, within the time set forth herein, and at the price(s) listed. Any pricing is to cover all expenses incurred in performing the work required of which this submission is a part.

<p align="center"><u>Lump Sum Base Bid</u></p> <p>All-inclusive lump-sum cost to provide all services and materials meeting the requirements of this IFB and corresponding documents.</p> <ul style="list-style-type: none"> • <i>Base Bid must include Total Project Allowance of \$25,000.00</i> 	<p>\$</p>
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Firm's Name:	
Bidder's Signature:	
Date:	

(Proposal Page continued on next page)

PROPOSAL PAGES

(Part 2 of 2)

Proposing Firm Information

Bidder Name <i>(Please Print Clearly)</i>	
Bidder's Signature	
Print Name & Title	
Address	
Phone	
Email	
Federal Employer ID#	
<i>Note: Bidder must initial and date any and all changes made on any of the 'Proposal Pages'. No corrections will be accepted without Bidder's initials and date next to any and all corrections.</i>	

Primary Contact for Project

Name	
Phone	
Email	
<i>Note: The email address provided above shall be deemed as an appropriate means of communication for this Project.</i>	

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

Bidder hereby warrants that it has received and read the IFB and all addenda thereto. Bidder warrants that it understands the requirements of the work required by the University. Bidder 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. Bidder warrants that it has the capabilities and credentials required by the IFB. Bidder 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 Bidder 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.

The Bidder acknowledges and affirms the work performed under this IFB is subject to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.), that it has 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. Final rates will be incorporated into the executed Contract based upon the determination of the Commissioner at the time of award of the Contract.

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

TERMS & CONDITIONS

I. PROCEDURAL REQUIREMENTS & AMENDMENTS

- A. The Contractor 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 Contractor receives written approval from the Director of Procurement & Contracting or designee.
- C. Contractors must supply Stockton University with all applicable warranty information, whether expressed or implied.
- D. Should the Contractor 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 Contractor by written notice. The Contractor 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 Contractor'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, Contractor hereby agrees to negotiate on good faith.
- H. The Contractor's engagement partner and/or manager might be required to meet periodically with the Contracting officer or representative(s) to discuss services.

II. CONTRACTOR 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. Contractor employees, under no circumstances, shall be deemed employees of the University, but shall be subject to University's control regarding health and safety situations, and may be removed from University premises in emergent and emergency situations.
- B. Contractor 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 associated with the contract on University property. Contractors, consultants, 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 Contractor or any subcontractors of the Contractor, may be requested by the University. The Contractor shall produce any background checks as requested by the University.
- D. The Contractor 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 Contractor shall remove from University property or workplace, any of its employees who are found to be unacceptable by the University. Such requests by the University will not be unreasonable.
- F. At all times, Contractor personnel should be in appropriate attire with clear identification of the company's name, logo, and person's name.
- G. All Contractor motorized vehicles should be identified with the Contractor's name and/or logo in clear view.

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

- A. The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful, and timely manner all services set forth in the Contract.
- B. The Contractor 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 Contractor 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 Contractor's performance of the Contract.
- C. The acceptance of, approval of, or payment for any of the services performed by the Contractor 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 Contractor 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 Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the University by the defaulting Contractor.
- E. If the Contractor fails to timely and adequately perform the obligations under the Contract, the University, in its sole discretion, shall have the right to pursue a claim in a court of competent jurisdiction against the Contractor 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 Contractor 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 Contractor's performance hereunder. The Contractor 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 Contractor 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 Contractor's request, the University and the Contractor may settle or resolve the disputed matter. If an agreement cannot be reached, pursuant to 18:A:3B-6, any matter arising under this Contract may be assigned to an administrative law judge, an independent hearing officer or to a subcommittee of the governing board for hearing and initial decision by the board, except for tenure hearings under N.J.S.18A:6-18. Any hearings conducted pursuant to this section shall conform to the requirements of the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.). The final administrative decision of a governing board of a public institution of higher education is appealable to the Superior Court, Appellate Division;

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 IFB shall consist of this IFB, all addendum to this IFB, the University's Standard Contract Terms and Conditions, Bidder's Proposal Pages, and the University's Contract for Construction, incorporating these documents and signed by the Contractor 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 for Construction
 - IFB Addendum, by most recent issuance date
 - IFB Document
 - The University's Standard Contract Terms and Conditions

V. ADDITIONAL WORK AND/OR SPECIAL PROJECTS

- A.** The Contractor shall not begin performing any Change Order work without first obtaining written approval from the University. In the event of Change Order work, the Contractor must present a written proposal to perform the additional work for the University. The proposal should provide justification for the necessity of the Change Order work. The relationship between the Change Order work and the base Contract work must be clearly established by the Contractor in its proposal.
- B.** The Contractor's written proposal must provide a detailed description of the Change Order 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 Change Order work.
- C.** The written proposal must detail the cost necessary to complete the Change Order 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 Contractor in its original proposal in response to this IFB. 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 Contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.
- D.** No additional Change Order work may commence without the University's written approval. In the event the Contractor proceeds with additional work and/or special projects without the University's written approval, it shall be at the Contractor's sole risk.

VI. REPRESENTATIONS & WARRANTIES

- A.** The Bidder has legal capacity to execute and perform any Agreement arising from this IFB.
- B.** Any Contract arising from the award of this IFB is a valid and binding Agreement, enforceable against the Contractor according to its terms.
- C.** The execution and performance of a Contract by the Bidder does not and will not violate or conflict with the terms of any existing Agreement or understanding of which the Bidder is a party.
- D.** The execution and performance of a Contract by the Bidder 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 Bidder.
- E.** The Bidder knows of no reason, or is any way physically, legally, or otherwise precluded from performing the obligations under a Contract arising from this Bid solicitation, 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 Bidder 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 the event that the Contractor fails to comply with any material Contract requirements, the University may take steps to terminate this Contract in accordance with the Standard Terms & Conditions, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the University by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

VIII. SUBMISSION ERRORS

- A. A Bidder may request that its IFB proposal be withdrawn prior to IFB opening. Such request must be made, in writing, to the Director of Procurement & Contracting. If the request is granted, the Bidder may submit a revised IFB proposal as long as the revised IFB proposal is received prior to the announced date and time for the opening of IFB proposals and at the place specified.
- B. If, after the opening of IFB proposals, but before Contract award, a Bidder discovers an error in its IFB proposal, the Bidder may make written request to the Director of Procurement & Contracting for authorization to withdraw its IFB proposal from consideration for award. Evidence of the Bidder'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 IFB proposal would be unconscionable; that the mistake relates to a material feature of the Contract; that the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal of the IFB proposal.
- C. If, during the evaluation of IFB proposals received, an obvious pricing error made by a potential contract awardee is found, the Director of Purchasing shall issue written notice to the Bidder. The Bidder will have five days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its IFB 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 Bidder's intention is not readily discernible from other parts of the IFB proposal, the University may seek clarification from the Bidder to ascertain the true intent of the IFB proposal.

IX. SUBCONTRACTING

- A. Any Contract pursuant to this IFB 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 Bidder shall submit a list of Subcontractors, the type of work performed, and other pertinent data so as to qualify the Subcontractor's capabilities. Please see the '*Subcontractor Disclosure*' Form within the "Required Procurement Documents" section of this IFB.

X. SALE OR BANKRUPTCY OF BUSINESS

- A.** If during the life of this Agreement, the Contractor 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 Contractor, 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 Contractor, Stockton University shall have, in addition to the rights previously stated, the right to cancel this Agreement forthwith.

XI. INDEMNIFICATION

- A.** The Contractor shall 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 Contractor 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 Contractor, 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.** Contractor 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.** Contractor 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.** Contractor 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.
- 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; Contractor will furnish Stockton University with Certificates of Insurance evidencing all required insurance.
1. Certificate(s) of Insurance 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 Contractor 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 Vendor 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 IFB by the Vendor, their employees or anyone acting on the Vendor's behalf.
- J. Stockton University, as a State funded University, will not indemnify vendors in any form.

XIII. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

- A. Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor. Please see the Disclosure of Investment Activities in Iran form within the "Required Procurement Documents" section of this IFB.

XIV. DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

- A.** Pursuant to P.L. 2022, c. 3, a person or entity seeking to enter into, renew, amend, or extend a contract for the provision of goods or services shall certify that it is not identified on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Activities in Russia or Belarus. If the Contractor is unable to so certify because the person or entity, its parents, subsidiaries, or affiliates has engaged in prohibited activities, the Contractor shall provide a detailed and precise description of such activities. A Contractor’s failure to submit a certification will preclude the award, renewal, amendment, or extension of a Contract to said Contractor. Please see the Disclosure of Prohibited Activities with Russia or Belarus form within the “*Required Procurement Documents*” section of this IFB.

XV. DEBARMENT OF CERTAIN PERSONS FROM CONTRACTING FOR PUBLIC WORKS

- A.** Pursuant to, N.J.S.A. 52:32-44.1, prior to awarding any Contract for public work, a person shall provide written certification to the University that neither the person nor the person's affiliates are debarred at the federal level from contracting with a federal government agency. The University shall not make, negotiate, or award a Contract for public work to any person that does not provide such written certification as required by this subsection. The University shall verify the certification by consulting the federal System for Award Management, or its successor, prior to awarding a Contract for public work. Please see the requirement for certification within the “*Required Procurement Documents*” section of this IFB.

XVI. DIANE B. ALLEN EQUAL PAY ACT

- A.** Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a Contractor 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>.

XVII. AFFIRMATIVE ACTION

- A.** In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and Subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the [New Jersey Treasury website](#).

XVIII. 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.

XIX. 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 IFB and part of any Contract awarded as a result of this IFB. 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 IFB 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 IFB 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 IFB, 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 IFB or which are in any way conditional, incomplete, obscure, contain additions, deletions, strikethroughs or contain errors may be rejected.
- F. The Contractor 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 IFB 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 IFB and ensuing Contract shall become the remain the property of the University.
- K. Subsequent to IFB opening, all information submitted by a Bidder 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 Bidder may designate specific information in its submission as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The University reserves the right to make the determination and will advise the Vendor 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 Vendor to either to designate its entire submission as proprietary and/or to claim copyright protection for its entire proposal, or to designate any pricing proposals as proprietary by trade secret.
 - 1. Any information identified by the Bidder as not subject to disclosure will only qualify as an OPRA exemption under N.J.S.A. 47:1A-1.1 if Bidder has a valid legal basis pursuant to the requirements of OPRA for such assertion.
- 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 IFB 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 IFB. The University will not reimburse Firms for any costs associated with the preparation or submittal of a response.
- N.** The University does not allow payment of attorney fees for litigation regardless of disposition of matter.
- O.** By responding to this IFB, Bidder acknowledges and consents to the conditions set forth herein relative to the submission, review, and consideration of your response.
- P.** The University will not accept jurisdiction in any State except New Jersey.
- Q.** Pursuant to, N.J.S.A. 18A:64A-25.15, the University reserves the right to reject all submissions in accordance with applicable law.
- R.** Protest of restrictive specifications or improprieties in the solicitation, by an interested party, must be received by the Office of Procurement & Contracting in writing not less than ten (10) working days before the closing date for receipt of submissions.
- S.** The Vendor is required to carefully examine the scope of services in this IFB; 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 IFB shall be considered as conclusive evidence of such examination.
- T.** Vendors assume sole responsibility for the complete effort required in submitting a proposal in response to this IFB. 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 IFB. 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 IFB.
- U.** The University has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this Contract. In such an event, the Director of Procurement & Contracting, or designee, shall provide to the Contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:
 - 1.** If the contractor does not agree with the Director's proposed adjusted Contract price, the Contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted Contract price with a request that the Director reconsider the proposed adjusted Contract price. The parties shall negotiate the adjusted Contract price. If the parties are unable to agree on an adjusted Contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the Contractor of the final adjusted Contract price; and
 - 2.** If the Contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted Contract, the Contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the Contractor shall submit to the Director or designee an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director or designee may request. The Director or designee shall make a prompt decision taking all such information into account, and shall notify the Contractor of the compensation to be paid for such work effort.

- V. The University may, for valid reason, issue a stop order directing the Contractor to suspend work under the Contract for a specific time. The Contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order or upon such other date as the Director of Procurement & Contracting or designee may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Director of Procurement & Contracting and the vendor shall negotiate an equitable adjustment, if any, to the Contract price in accordance with applicable law. The Contractor shall provide whatever information that the Director of Procurement & Contracting or designee require related to the equitable adjustment.
- W. The IFB submitted by the vendor shall be binding on the vendor.
- X. Stockton University reserves the right to seek clarification and additional information at any point in connection with vendor information or other communication regarding this IFB.

XX. 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.

XXI. EXCEPTIONS TO TERMS & CONDITIONS

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

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

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 Vendor 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 IFB, or other proposal shall provide a copy of its Business Registration Certificate to the Vendor 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](#)) and Constructions Contracts ([Exhibit B](#)) and Executive Order 151, August 28, 2009, as appropriate. Bidders can view anti-discrimination language on the [New Jersey Department of the Treasury website](#).
- 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 Vendor'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 Vendor'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, the New Jersey Office of the State Comptroller (OSC) 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 Contractor shall maintain all documentation related to the products, transactions, or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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. PAYMENT TO PRIME CONTRACTOR, SUBCONTRACTOR & SUB-SUBCONTRACTOR

- A. Pursuant to N.J.S.A 2A:30A-2, if a prime Contractor has performed in accordance with the provisions of a contract with the University and the billing for the work has been approved and certified by the University, the University shall pay the amount due to the prime Contractor for each periodic payment, final payment or retainage monies not more than 30 calendar days after the billing date, which for a periodic billing, shall be the periodic billing date specified in the Contract.

1. If a subcontractor or sub-subcontractor has performed in accordance with the provisions of its Contract with the prime Contractor or subcontractor and the work has been accepted by the University, the University's authorized approving agent, or the prime contractor, as applicable, and the parties have not otherwise agreed in writing, the prime Contractor shall pay to its subcontractor and the subcontractor shall pay to its sub-subcontractor within 10 calendar days of the receipt of each periodic payment, final payment or receipt of retainage monies, the full amount received for the work of the subcontractor or sub-subcontractor based on the work completed or the services rendered under the applicable contract. In the case of ongoing work on the same project for which partial payments are made, the amount of money owed for work already completed shall only be payable if the subcontractor or sub-subcontractor is performing to the satisfaction of the prime Contractor or subcontractor, as applicable.
2. If a payment due pursuant to the provisions of this section is not made in a timely manner, the delinquent party shall be liable for the amount of money owed under the Contract, plus interest at a rate equal to the prime rate plus 1%. Interest on amounts due pursuant to this section shall be paid to the prime Contractor, subcontractor or sub-subcontractor for the period beginning on the day after the required payment date and ending on the day on which the check for payment has been drawn.
3. All Contracts for the improvement of structures entered into after the effective date of P.L.2006, c.96 between owners, prime Contractors, subcontractors, or sub-subcontractors shall provide that disputes regarding whether a party has failed to make payments required pursuant to this section may be submitted to a process of alternative dispute resolution. Alternative dispute resolution permitted by this section shall not apply to disputes concerning the Bid solicitation or award process, or to the formation of Contracts or subcontracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted inside of this State and the prevailing party shall be awarded reasonable costs and attorney fees.

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 Contractor 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 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 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. For reference, please see the Source Disclosure form listed within the "Required Procurement Documents" section of this IFB.
- 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.