



Invitation for Bid

IFB 26-17 Building 30-39 Boiler Plant Upgrades

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	→	February 17, 2026
Pre-Bid Meeting <i>(see table below for details)</i>	→	February 19, 2026, at 9:00 a.m.
Bidder Questions/Inquiries Due	→	February 24, 2026
Answers Posted to Website <i>(Addendum)</i>	→	February 27, 2026
Submissions Due <i>(see table below for details)</i>	→	March 11, 2026, at 3:00 p.m.

Note: All project events are based on Eastern Time.

Pre-Bid Meeting Information	Bid Opening Information
<ul style="list-style-type: none"> Interested parties may meet in Division of Facilities & Operations, Building #70 (Meeting Room #1), located at 101 Vera King Farris Drive, Galloway, NJ 08205 Attending the Pre-Bid Meeting is not mandatory. 	<ul style="list-style-type: none"> Interested parties may meet in the Upper N-Wing Conference Room, If using elevator, select floor #1 located at 101 Vera King Farris Drive, Galloway, NJ 08205 Attending the Pre-Bid Meeting 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.

Inquiries & Questions

Bidders may submit inquiries concerning this IFB. All inquiries or questions must be submitted via email, to RFP-Purchasing@Stockton.edu and should contain the IFB Project Title within in the subject line.

- All inquiries and questions submitted will be addressed as part of an Addendum, and posted on the [Office of Procurement & Contracting website](#) on the date indicated within the ‘*Schedule of Events Timetable*’ (located above on this page).
- In accordance with N.J.S.A. 18A:64-65(b), the University will send email notifications pertaining to all addenda to registered users within the University’s [Vendor Portal](#).
- Please limit inquiries to essential items in order to submit a viable submission in response to this IFB. Requests for non-essential, or exhaustive information may receive a response of, “*This information is not available.*”
- Bidders are not to contact any other University Department or individual regarding this IFB.

Issues or concerns regarding opening or accessing documents on the website should be sent to:

Regina Rosenello
 Director of Procurement, Contracting, and Risk Management
 E-mail: Regina.Rosenello@stockton.edu

Required Procurement Documents: Bidder’s Checklist

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 & Bidder’s Checklist

THE FOLLOWING ITEMS (#2 – 8) MUST BE INCLUDED WITH BID PROPOSAL OR SUBMISSION WILL BE REJECTED		
#	Description of Forms, Documentation, & Certifications	Bidder’s Initials
1	Bidder’s Checklist - <i>Should be included with Bid Proposal</i> ➤ Bidder should include this checklist with Bid Proposal, and initial next to each required item (#2 – 8) listed below.	
2	Proposal Pages - <i>Required with Bid Proposal</i> ➤ Bidder should make every effort to include the Proposal Pages at the beginning of submission. ➤ Bidder should not modify the formatting ‘Proposal Pages’ of this IFB and submit as provided.	
3	Acknowledgment of Addenda - <i>Required with Bid Proposal</i> ➤ If any Addendum is issued, documents will be available on the Office of Procurement & Contracting website.	
4	Bid Bond - <i>Required with Bid Proposal</i> ➤ Must be set at 10% of bid (shall not include an excess limit). Bidder may use the form provided or an equivalent.	
5	Consent of Surety - <i>Required with Bid Proposal</i> ➤ Must be set at 100% of the project value. Bidder may use the form provided or an equivalent.	
6	Subcontractor Disclosure Form - <i>Required with Bid proposal</i>	
7	Aggregate Rating and Uncompleted Work Certification - <i>Required with Bid Proposal</i> ➤ Required for General Contractor. Bidder may complete the form provided or provide the New Jersey Division of Property Management & Construction sanctioned version.	
8	Ownership Disclosure - <i>Required with Bid Proposal</i>	
THE FOLLOWING ITEMS SHOULD BE INCLUDED WITH BID PROPOSAL & MUST BE RECEIVED BEFORE CONTRACT AWARD		
9	Non-Collusion Affidavit (Must be properly notarized)	
10	Surety Disclosure Statement & Certification ➤ Vendor may complete the form provided or a substantially equivalent form	
11	Exhibit ‘B’ Equal Employment Opportunity + Additional Mandatory Language for Construction Contracts The following form is required as evidence of Exhibit ‘B’ EEO Language ➤ Initial Project Workforce Report (AA-201)	
12	Subcontractor Utilization Form (<i>required even if no subcontractors are being utilized</i>)	
13	Source Disclosure Form	
14	Disclosure of Investigations & Other Actions Involving the Vendor Form	
15	Certification of Non-Debarment Form	
16	Proof of Ability to Obtain Required Insurance (<i>See Insurance section of this IFB for specifications; provided by Bidder</i>) ➤ <i>Certificate of Insurance must name Stockton University and the State of NJ as additional insureds.</i>	
17	Public Works Certificate(s) + DPMC Classification(s) + Applicable License(s) <i>(Required by General Contractor & all Subcontractors. Must be valid at time of submission)</i>	
18	NJ Business Registration Certificate(s) (<i>General Contractor + All Prime Subcontractors; provided by Bidder</i>) ➤ Vendor should verify NJ BRC here: Online Business Registration Certificate Service ➤ NJ Business Registrations must be valid at the time of contract award	
19	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 and is ranked among the top public universities in the Northeast with more than 160 undergraduate and graduate programs, as well as continuing education opportunities.
- The University, one hour from Philadelphia and two hours from New York City, offers unique living and learning environments throughout southern New Jersey, including the 1,600-acre Galloway campus in the Pinelands National Reserve and Stockton University Atlantic City, located in the University District, just steps from the beach and the iconic Atlantic City Boardwalk. Additional locations include Hammonton and Manahawkin. As a public university, Stockton provides an environment for excellence to a diverse student body, including those from underrepresented populations, through an interdisciplinary approach to liberal arts, sciences, and professional education. Founded in 1969, Stockton held its first classes in 1971.
- The University currently has approximately 8,500 full and part time undergraduate and graduate students
- To learn more about Stockton University, please visit the following website: [About Stockton](#)

GENERAL DEFINITIONS

- 1) **Addendum:** Written clarification or revision to this IFB issued by the Office of Procurement & Contracting.
- 2) **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.
- 3) **All-Inclusive Price:** A price that includes all direct and indirect costs, including, but not limited to, labor, operations, logistics, delivery, travel, lodging, overhead, profit, equipment, materials, supplies, software, managerial support, supervision, coordination efforts, insurance, fuel, waste disposal, documents, forms, reproductions thereof and all other associated or incidental items necessary for the full and successful completion of the scope of work described in this IFB. No additional fees or costs shall be paid by the University unless there is a contractual change in the scope of work.
- 4) **Amendment:** A written clarification, revision, or modification made to any Contract resulting from this IFB. An amendment is not effective until signed by the University's Vice President for Administration and Finance and Chief Financial Officer, or designee.
- 5) **Awarded Vendor:** The Bidder issued a letter of Notice of Intent to Awarded resulting from this Bid solicitation.
- 6) **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.
- 7) **Bidder:** The entity providing a submission in response to this Invitation for Bid (IFB).
- 8) **Bid Proposal:** The submission provided by the Bidder to the University in order to meet all the requirements, terms, and conditions of the Invitation for Bid (IFB).
- 9) **Bid Proposal Opening Date:** Refers to the specific date and time Bidders must submit a Bid Proposal.
- 10) **Business Day:** Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.
- 11) **Calendar Day:** Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.
- 12) **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.
- 13) **Consultant:** Either the Bidder, or the Contractor.
- 14) **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.
- 15) **Contractor:** The Bidder that has been awarded a Contract resulting from this Invitation for Bid (IFB).
- 16) **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.
- 17) **Firm:** The entity providing a submission in response to this Invitation for Bid (IFB).
- 18) **Fixed 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.

- 19) **General Contractor (GC):** Main Contractor or prime Contractor 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.
- 20) **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.
- 21) **Joint Venture:** A business undertaking by two or more entities to share risk and responsibility for a specific project.
- 22) **May:** Denotes that which is permissible, but not mandatory.
- 23) **Must:** Denotes that which is a mandatory requirement.
- 24) **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.
- 25) **Project:** The undertakings or services that are subject to this Invitation for Bid (IFB).
- 26) **Project Manager:** Refers to University's project lead, overseeing the general operations under this IFB.
- 27) **Project Specifications:** Includes all bidding documentation, such as drawings, project manual, plans, drawings, and all other associated items developed by an architect, engineer or agency that provide detailed instructions pertaining to the construction services to be performed under this IFB.
- 28) **Shall:** Denotes that which is a mandatory requirement.
- 29) **Should:** Denotes that which is recommended, but not mandatory.
- 30) **State:** The State of New Jersey
- 31) **Subcontractor/Subconsultant:** An entity having an arrangement with the Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under the 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 Contractor.
- 32) **Unit Price:** The amount proposed by Bidder, stated on the Proposal Pages, as a price per unit of measurement for materials or services added to or deducted from the Contract sum by appropriate modification, if estimated quantities of work required by the Contract are increased or decreased.
- 33) **University, The University or Stockton:** Refers to Stockton University.
- 34) **Vendor:** Either the Bidder or the Contractor.

I. PROJECT INTRODUCTION

- A.** Stockton University is seeking to contract with a qualified Contractor for Building 30-39 Boiler Plant Upgrades.

II. SCOPE OF SERVICES

- A.** Work to be performed under this IFB includes, but is not necessarily limited to the following: *For additional information, please view the associated Project Specifications by logging into the [Vendor Portal](#).*

1. The base bid scope work includes all the work in Building 30.
2. The work in building 30 includes the removal and replacement of two (2) natural gas-fired heating hot water boilers and boiler system appurtenances including boiler flues, circulating pumps, expansion tank, chemical shot feeder, and limited amounts of piping. The new boilers to be installed are 1,500 MBH, high efficiency, condensing boilers. Also included in Building Management System (BMS) control upgrades.

B. Project Alternates include (*Reference Section 012300 of the Project Specifications for details*)

1. The Alternate 1 scope of work includes the removal and replacement of two (2) natural gas-fired hot water boilers serving the Housing 2 water source heat pump loop and boiler system appurtenances including boiler flues, circulating pumps, chemical shot feeder, and limited amounts of piping. The new boilers to be installed are 1,500 MBH, high efficiency, condensing boilers. Also included is Building Management System (BMS) control upgrades. Installation of 32 BTU meters for the existing geothermal heat pump units in 8 residential housing units and Building Management System (BMS) upgrades to enable data logging from the BTU meters
2. The Alternate 2 scope of work includes the removal of the existing Motor Control Center (MCC) and installation of one (1) new distribution panel and six (6) new individual motor starters to replace the function of the Motor Control Center.

C. Work to be Performed by Stockton University

1. None.

D. Bidding & Contract Requirements

1. Bidder must bid to meet the schedule outlined in the Project Specifications. This may include weekend and/or shift work, and Bidder must staff the Project accordingly to meet the schedule. The Contractor may issue change orders, or request payment for additional fees in order to meet the schedule.
2. Bidder must outline in submission any lengthy lead times for items that may impact the ability to meet the deadlines of the schedule.
3. Contractor is responsible for submitting all permits.
4. Contractor is responsible for scheduling and managing 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.

E. Summary of Project Milestones

03/27/2026 (on/or about)	Notice to Proceed (Shop Drawings Preparation & Procurement)
05/18/2026	Contractor Mobilization (not before)
08/07/2026	Project Substation Completion
08/26/2026	Project Final Completion
Contract Duration	155 Calendar Days

1. 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.
2. 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.

F. 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: \$75,000.00 for unforeseen circumstances.

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

H. Liquidated Damages

1. First thirty (30) Days: \$2,500.00 per calendar day
2. After thirty (30) Days: \$5,000.00 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 resultant from unforeseeable circumstances and out of the Contractor’s control.

I. 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.

J. Intent of Contract

1. Project Specifications provided for this Contract are intended to require the Contractor to provide everything reasonably necessary to accomplish the proper and complete furnishing of all material and completion of all work.
2. All work and materials included in the project manual, but not shown within the drawings, or shown on the drawings, but not within the project manual, 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 Project 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 within the Project Specifications, 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. If a conflict exists between scope specific information within this IFB document and any other Project Specifications, then the Project Specifications will take precedence.

K. General Bidding Requirements

1. **Guaranty:** Pursuant to N.J.S.A 18A:64-67, the Bidder's proposal must be accompanied by a guaranty payable to the University that, if the Contract is awarded to the Bidder, then the Bidder will enter into a contract therefor. The guaranty shall be in the amount of 10% of the bid, with no excess limit established. The guaranty may be provided, at the option of the Bidder, by Bid Bond, certified check, or cashier's check. Failure to submit shall be deemed a fatal defect that shall render the bid proposal unresponsive, and cannot be cured by the University.
 - a. **Time Limit, Return of Guaranty:** Pursuant to N.J.S.A. 18A:64-69, 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:** Pursuant to N.J.S.A. 18A:64-68, 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 all provisions of the advertisement for bids, the Project Specifications, and any other documents issued to Bidders. The Consent of Surety must include a Surety Disclosure Statement and Certification. Failure to submit shall be deemed a fatal defect that shall render the bid proposal unresponsive, and cannot be cured by the University.
 - a. The successful bidder shall furnish, within ten (10) calendar days after the Notice of Intent to Award letter, both a performance bond, substantially in the statutory form N.J.S.A. 2A:44-147, in an amount equal to one hundred percent (100%) of the total Contract price as security for the faithful performance of this Contract; and a payment bond, in statutory form, in amount equal to one hundred percent (100%) of the Contract price as security for the payment of all persons and firms performing labor, and furnishing materials in connection with this Contract. The performance bond and the payment bond may be combined or in separate instruments in accordance with law. No contract shall be executed unless, and until each bond is submitted to and approved by the University.
3. ***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](#).

4. Certified Payroll

- a. Pursuant to P.L. 2023, c. 138 enacted on August 16, 2023, certified payrolls for public works projects are required to be submitted online. The online database for submission is available on the [New Jersey Department of Labor and Workforce Development website](#).
- b. New Jersey Wage Hub is an official website of the New Jersey Department of Labor & Workforce Development, serving public works contractors and public bodies (contracting agencies) to submit and view certified payroll and public works projects in the state of New Jersey. It also allows “qualifying service providers” to submit their annual equal pay act form online.

5. *The work performed under this IFB 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).

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III. PRICING

- A. Pricing for this Project shall be detailed by the Bidder on the '**Proposal Pages**' of this IFB.
- B. **All 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, driving time, deliveries, allowance (if applicable), profit, overhead, and all other associated or related work and items that are necessary for the completion of the full scope of work
- C. **Unit Pricing:**
 - 1. Unit prices govern the addition or deduction from quantity of work or material as actually required for the services required.
 - 2. Unit Prices shall have the same value for both add and deduct.
- D. **Alternates:**
 - 1. Where applicable, the Bidder shall specify each Alternate as an Add (increase in cost) or Deduct (decrease in cost) from the Base Bid cost. In all instances where Bidder does not specify an Alternate as an Add or Deduct, the associated cost will be interpreted as, and only accepted as a Deduct.
 - 2. Add and Deduct Alternates are not listed on the Proposal Pages 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. If the Bidder puts a zero (0) on an item on the Proposal Pages, then the University conclusively deems that price to be zero and that the Bidder is offering the service or material to the University at no cost. Any other notations, such as "N/A" or a blank price will be interpreted as an item which the Bidder cannot supply or deliver and therefore, may result in the submission being deemed non-responsive.
- G. All costs must be detailed on the Proposal Page of this IFB in the format provided. Any edited or dissimilar formats may be rejected at the University's sole discretion.
- H. All pricing must be typed or written in ink. Any price change (including "white-outs") must be initialed. Bidder's failure to initial price changes shall preclude Bidder from Contract award.
- I. Refer to the **Proposal Page(s)** within this IFB for additional information. *Do not modify the Proposal Pages. Bidder should enter data as requested and any changes may result in rejection of submission.*

IV. TERM OF CONTRACT & TERMINATION LANGUAGE

- A.** The Contract period will be for the amount of time necessary to complete all the requirements of the Project Specifications, and 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.

V. POST AWARD

- A.** Following the "Notice of Intent to Award a Contract," the Awarded Vendor shall receive a Contract with a request to review terms, deliverables, costs, and the University's general expectations. 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 the Notice of Intent to Award a Contract letter, please email Michelle.Mastrangelo@stockton.edu for an update.

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VI. 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. If any URLs are included within a Bid Proposal, these links and any information contained therein will only be viewed for informational purposes, and shall result in no legal, obligatory, material, financial, or otherwise, consequences to the University under Contract or in any other capacity.
- D.** Submissions should be organized by distinct sections corresponding with the following:
 - 1.** Fully executed **Proposal Pages**
 - 2.** All information requested on the '*Required Procurement Documents*' section of this IFB.
 - 3.** Any and all information requests designated within the accompanying Project Specifications.

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Bid Proposal: Submission Instructions

Bid proposals 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.

[Vendor Portal: Bid Proposal Submission Instructions](#)

Bidder must submit its Bid Proposal electronically on the Office of Procurement & Contracting website, through the University's **Vendor Portal**. Please follow the instructions below:

- 1) Access the [Vendor Portal Website](#)
- 2) Log into the '*Vendor Portal*' with your username and password
- 3) From the list of available 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

If there are any issues accessing the Vendor Portal, or submitting files, please contact the Office of Procurement & Contracting via email at RFP-Purchasing@Stockton.edu or call 609.652.4325.

Vendor Portal: Bid Proposal Submission Notes

- Valid file types for submission include PDF, Word, and Excel. The University highly prefers submissions as a single-combined PDF; however, not conforming to this preference will not affect evaluation.
- After a file is submitted, you will receive an on-screen, and email verification for your records. You may also view your submission in the **Vendor Portal** by selecting the option, '*View Submitted Proposals/Bids.*'
 - Note: Although Bidders may view their own Bid Proposals immediately, the Office of Procurement & Contracting does not have the ability to view Bidder submissions until after the due date and time have elapsed.
- 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 version will be considered.

PROPOSAL PAGES

(Part 1 of 2)

The Bidder, having examined the Project Specifications and being familiar with all of the requirements for this Project, including the availability of materials and labor, 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. Bidder should not deviate from the formatting established, make any modifications, include any conditional statements, or provide a separate fee structure of any kind. Failure to complete the Proposal Pages as provided herein, or providing additional conflicting pricing in a separate format, may result in a Bidder’s Bid Proposal being rejected.

<u>Lump Sum Base Bid</u>	<u>Cost</u>	
All-inclusive lump-sum cost to provide all services and materials meeting the requirements of this IFB and corresponding documents. <ul style="list-style-type: none"> • <i>Base Bid must include Total Project Allowance of \$75,000.00</i> • <i>(see page 12 of the Project Specifications for details)</i> 	\$	
<u>Project Alternates</u> <i>(Reference Section 012300 of the Project Specifications for details)</i>	*Add/Deduct <i>(specified by Bidder)</i>	Cost
<i>Alternate No. 1: The Alternate 1 scope of work is located in Building 39.</i> <i>The Alternate 1 scope of work includes the removal and replacement of two (2) natural gas-fired hot water boilers serving the Housing 2 water source heat pump loop and boiler system appurtenances including boiler flues, circulating pumps, chemical shot feeder, and limited amounts of piping. The new boilers to be installed are 1,500 MBH, high efficiency, condensing boilers. Also included is Building Management System (BMS) control upgrades</i>		\$
<i>Alternate No. 2: The Alternate 2 scope of work is also located in Building 39.</i> <i>The Alternate 2 scope of work includes the removal of the existing Motor Control Center (MCC) and installation of one (1) new distribution panel and six (6) new individual motor starters to replace the function of the Motor Control Center.</i>		\$

The Bidder shall specify each Alternate as an Add (increase in cost) or Deduct (decrease in cost) from the Base Bid cost. In all instances where Bidder does not specify an Alternate as an Add or Deduct, the associated cost will be interpreted as, and only accepted as a Deduct.

(Proposal Page continued on next page)

PROPOSAL PAGES

(Part 2 of 2)

Certification of Submission

This *Certification of Submission* section must be fully executed, and signature must be provided by a representative of the Bidder in the table below, or submission will be rejected.

Vendor Name <i>(Please Print Clearly)</i>	
Address	
Phone Number	
Email Address	
Federal Employer ID Number	
Print Name & Title	
Bidder's Signature	

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

Bidder's Primary Account Manager for the University

Name	
Phone	
Email	

Primary Account Manager shall be deemed as an appropriate contact for all contract matters.

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 employee 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 & SUBCONTRACTOR DISCLOSURE

- A. Pursuant to N.J.S.A. 18A:64-76.1, Bidder shall, with bid proposal, submit a Subcontractor Disclosure that sets forth the names, license numbers (if applicable), and evidence of performance security, for all subcontractors performing work in the following categories:
 - 1. Plumbing and gas fitting
 - 2. Refrigeration, heating, and ventilating systems and equipment
 - 3. Electrical work, including any electrical power plants, tele-data, fire alarm, or security systems
 - 4. Structural steel and ornamental iron
- B. Please see the '*Subcontractor Disclosure*' Form within the "*Required Procurement Documents*" section of this IFB. Failure to submit shall be deemed a fatal defect that shall render the bid proposal unresponsive, and cannot be cured by the University.
- C. In no event may the Bidder substitute any subcontractor without written consent from Stockton University.

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 include, within its 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. BIDDER'S CHECKLIST

- A. Pursuant to N.J.S.A. 40A:11-23.1(b), this IFB contains a Bidder's Checklist listing required items each Bidder must submit with bid proposal, and a place for the Bidder to indicate, by initializing each item, that the Bidder has included those required items with its completed bid proposal. Bidder shall complete the Bidder's Checklist, and submit it within its bid proposal, in addition all other required items listed on the Bidder's Checklist.

XIV. ACKNOWLEDGEMENT OF ADDENDA

- A. Pursuant to N.J.S.A. 40A:11-23.2(e), Bidder shall, with bid proposal, submit acknowledgment of addenda to the bid advertisement and/or bid documents. All addenda will be made available on the [Office of Procurement & Contracting website](#), and Bidders must execute, and sign the Acknowledgment of Addenda cover sheet, included as part of each addendum. Failure to submit, as applicable, shall be deemed a fatal defect that shall render the bid proposal unresponsive, and cannot be cured by the University.

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. WORKPLACE ACCOUNTABILITY IN LABOR LIST

- A. The Workplace Accountability in Labor List (WALL) is a tool established by law to hold businesses accountable for failing to satisfy outstanding liabilities to the State for violations of State wage, benefit, and tax laws enforced by the New Jersey Department of Labor (NJDOLE). Any business whose name appears on the WALL is prohibited from public contracting under N.J.S.A. 34:1A-1.16, the law establishing the WALL.

XVII. 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>.

XVIII. 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](#).

XIX. 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.

XX. 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 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.

XXI. 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.

XXII. 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 (Exhibits are attached to this IFB document). Bidders can view anti-discrimination language on the [New Jersey Department of the Treasury website](#).
- B.** For the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions, the Contractor agrees that:
- 1.** In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
 - 2.** No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such Contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
 - 3.** There may be deducted from the amount payable to the Contractor by the University, under this Contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Contract; and
 - 4.** This Contract may be canceled or terminated by the University, and all money due or to become due hereunder may be forfeited, for any violation of this section of the Contract occurring after notice to the Contractor from the University of any prior violation of this section of the Contract.
- C.** 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, Bidder shall, prior to or with bid proposal, submit a statement of ownership setting forth the names, and addresses of all stockholders, or partners, or members, as applicable based on the Bidder's business type. Please see the 'Ownership Disclosure' form within the "Required Procurement Documents" section of this IFB. Failure to submit shall be deemed a fatal defect that shall render the bid proposal unresponsive, and cannot be cured by the University.

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.

EXHIBIT B - CONSTRUCTION CONTRACTS
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)

N.J.A.C. 17:27-1.1 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor 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 and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - 1. To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - 2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;

3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade.
4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - i. The contractor or subcontractor shall interview the referred minority or women worker.
 - ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - iii. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - iv. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

- D. The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.