



# Request for Proposal

**RFP 26-12**

## **Kitchen Equipment Services and Repairs**

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**

• <b>Advertisement Date</b>	→	<b>March 26, 2026</b>
• <b>Pre-Proposal Meeting</b> (see table below for details)	→	<b>March 31, 2026, 10 a.m.</b>
• <b>Bidder Questions/Inquiries Due</b>	→	<b>April 06, 2026</b>
• <b>University Responses Posted to Website</b> (Addendum)	→	<b>April 10, 2026</b>
• <b>Submissions Due</b> (see table below for details)	→	<b>April 22, 2026, at 1:00 p.m.</b>

Note: All times and dates regarding this project are Eastern Time.

<b>Pre-Proposal Meeting Information</b>	<b>Proposal Opening Information</b>
<ul style="list-style-type: none"> <li>Interested parties may meet in Upper N-Wing Conference room (N123), located at 101 Vera King Farris Drive, Galloway, NJ 08205. If using the elevator, please use floor button #1.</li> <li>Attending the Pre-Proposal Meeting is not mandatory.</li> </ul>	<ul style="list-style-type: none"> <li>Interested parties may meet in Upper N-Wing Conference room (N123), located at 101 Vera King Farris Drive, Galloway, NJ 08205. If using the elevator, please use floor button #1.</li> <li>Attending the Bid Opening is not mandatory.</li> </ul>

- [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 RFP submission not received on time will be rejected.

**Inquiries & Questions**

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

- All inquiries and questions submitted will be addressed as part of an Addendum, and publicly provided on the [Office of Procurement & Contracting website](#) on the date indicated within the ‘Schedule of Events Timetable’ (located above on this page).
  - Please limit inquiries to essential items in order to submit a viable Proposal in response to this RFP. 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 RFP.
- ✓ Issues or concerns regarding opening or accessing RFP documents on the website should be sent to:  
 Regina Rosenello, Esq.  
 Director of Procurement, Contracting, and Risk Management  
 E-mail: [Regina.Rosenello@stockton.edu](mailto:Regina.Rosenello@stockton.edu)

### Required Procurement Documents

The documents below are Procurement documents mandated by State regulation and University policy. All documents listed must be received in order for the University to issue an award and/or contract.

#### Required Procurement Documentation & Vendor's Checklist

Failure to Include the Below Requested Documentation <b><i>Will</i></b> Result in An Automatic Rejection of Vendor's Submission (# 1 – 3) <i>Forms # 1 through 3 below cannot be modified after submission and will only be considered as received</i>		
1	<b>Proposal Page(s)</b> (Do Not Modify the Proposal Page) ➤ <b>Must be signed by a representative of the Bidder.</b> ➤ Please make every effort to include the Proposal Page(s) at the beginning of submission	
2	<u>Acknowledgement of Receipt of Addenda</u> (If any issued, sign and include the Acknowledgement Page with submission)	
3	<u>Ownership Disclosure</u>	
The Below Requested Documentation Should be Included in Submission and Shall be Required Before Contract Award		
4	<u>Disclosure of Investment Activities in Iran</u>	
5	<u>Certification of Non-Involvement in Prohibited Activities in Russia or Belarus</u>	
6	<u>Non-Collusion Affidavit</u> ➤ Must be notarized and include stamp/seal	
7	<u>Subcontractor Utilization Form</u> (This form is required even if no subcontractors are being utilized)	N/A
8	<u>Source Disclosure Form</u>	
09	<u>Disclosure of Investigations &amp; Other Actions Involving Vendor Form</u>	
10	<u>Employee or Relative Disclosure Requirement</u>	
11	<u>Exhibit A: Mandatory EEO Language for Goods, Professional Services and General Service Contracts</u> Please note, <b>one</b> of the following forms is required as evidence of Exhibit 'A' EEO Language. ➤ Letter of Federal Affirmative Action Plan ➤ Certificate of Employee Information Report ➤ Employee Information Report Form AA-302 (Submission may be made on the <a href="#">New Jersey Treasury website</a> )	
12	<u>New Jersey Business Registration Certificate</u> ➤ Vendors should verify their NJ BRC on the <a href="#">Online Business Registration Certificate Service</a> ➤ NJ Business Registrations must be valid at the time of award	
13	<u>Taxpayer Identification Request (W-9)</u>	
14	<u>Public Works Certificate</u> (This documentation is provided by the Bidder, and must be valid at time of submission)	
15	<u>Proof of Ability to Obtain Required Insurance</u> (See Insurance section of this RFP for specifications; provided by Bidder. Certificate of Insurance must name Stockton University & the State of NJ as additional insureds.)	

*Note: If "N/A" is included next to a document, it is not required for this RFP. An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive will not be considered by the University.*

### PURPOSE & INTENT

- The intent of this RFP is to award a contract(s) to the responsible firm(s) whose proposal(s), conforming to this RFP, is most advantageous to the University, price and other factors considered. The University reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed to be in the University's best interest.
- [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 RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### SUBMISSION INFORMATION

- Vendors shall follow the instructions contained in this RFP in preparing and submitting a response. Failure to abide by the instructions may cause the proposal 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 RFP to registered users.

### UNIVERSITY BACKGROUND

- Stockton University is a public institution of higher education organized under the laws of the State of New Jersey. Since its founding in 1969, the University has grown into one of the nation's top 100 public institutions. Stockton University is proud to offer academic, technological and cultural advantages of a large university while staying true to its liberal arts roots and commitment to student success.
- Stockton University has more than 8,500 undergraduate and graduate students and over 700 dedicated faculty members. Stockton University offers more than 160-degree programs across seven academic schools, along with continuing education and lifelong learning opportunities.
- Stockton University is firmly rooted in southern New Jersey, with campuses stretching from the 1600-acre Galloway site in the Pinelands National Reserve to the Boardwalk in Atlantic City and instructional sites in the Hammonton, Manahawkin and the Coastal Research Center in Port Republic. As an Anchor Institution, Stockton collaborates with community partners, civic leaders and industry stakeholders to meet workforce needs, expand educational access, and support economic and regional resilience.
- To learn more about Stockton University, please visit the following website: [About Stockton](#)

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### GENERAL DEFINITIONS

- A. *Addendum*:** Written revision to this RFP issued by the Office of Procurement & Contracting.
- B. *Affiliate*:** Any entity that (1) directly, indirectly, or constructively controls another entity; (2) directly, indirectly, or constructively controlled by another entity; (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.
- C. *All-Inclusive Price*:** A price that is all-inclusive of all direct and indirect costs, including, but not limited to, delivery, direct labor costs, overhead, fee or profit, equipment, materials, supplies, managerial support, documents, forms, reproductions thereof and any other costs. No additional fees or costs shall be paid by the University unless there is a change in the scope of work.
- D. *Amendment*:** A change in the scope of work to be performed by the Vendor after Contract award. An amendment is not effective until signed by the University's Vice President for Administration and Finance and Chief Financial Officer or designee.
- E. *Awarded Vendor*:** The Bidder issued a letter of Notice of Intent to Awarded resulting from this Bid solicitation.
- F. *Base Bid*:** The amount of money stated in the Bid as the sum for which the Bidder offers to perform the work; not including work for which alternate pricing is requested and submitted.
- G. *Bidder*:** The entity providing a submission in response to this Request for Proposal (RFP).
- H. *Change Order*:** An amendment, alteration, or modification of the terms of the Contract between the University and the Contractor. A Change Order is not effective until it is signed and approved in writing.
- I. *Contract*:** The Contract awarded as a result of this RFP and shall consist of any addenda to this RFP, this RFP document (including the University's Standard Contract Terms and Conditions), the Bidder's submission, Amendment(s), post award documents, including Change Orders, and the Contract incorporating these documents and signed by the Contractor, and the University's Vice President for Administration and Finance and Chief Financial Officer or designee.
- J. *Contractor*:** The Bidder that is awarded a Contract resulting from this Request for Proposal (RFP).
- K. *Emergency*:** An occurrence or occasion affecting the health, safety, or welfare of occupants of University property, requiring immediate action, or delivery of materials or performance of work.
- L. *Firm*:** The entity providing a submission in response to this Request for Proposal (RFP).
- M. *General Contractor* (GC):** Main Contractor or prime Contractor is responsible for the day-to-day oversight of a construction site, management of vendors and trades, and the communication of information to all involved parties throughout the course of a building project.
- N. *Joint Venture*:** A business undertaking by two or more entities to share risk and responsibility for a specific project.
- O. *May*:** Denotes that which is permissible, but not mandatory.
- P. *Must*:** Denotes that which is a mandatory requirement.
- Q. *Notice of Intent to Award*:** Letter sent by the University to all participating Bidders, detailing the responsible Bidder(s) whose bid(s), conforming to the Request for Proposal, will be the most advantageous to the University, price and other factors considered.
- R. *Project*:** The undertakings or services that are subject to this Bid.
- S. *Project Specifications*:** Specifications, plans, drawings, and related documents developed by an Architect, Engineer or Agency that provide detailed instructions on how the construction services are to be performed.
- T. *Proposer*:** The entity providing a submission in response to this Request for Proposal (RFP).

- U. *Request for Proposal (RFP)*:** This document establishing the Project and Contract requirements and solicits submissions to meet the needs of the University.
- V. *Required Procurement Documents*:** May refer to materials either required by the University within a Proposal submission, or upon execution of a Contract resulting from this RFP. Items required at the time of submission cannot be modified or accepted after the established submission due date. Please refer to the '*Required Procurement Documents*' table of this RFP for specific details.
- W. *Shall*:** Denotes that which is a mandatory requirement.
- X. *Should*:** Denotes that which is recommended, but not mandatory.
- Y. *State*:** State of New Jersey
- Z. *Subcontractor/Subconsultant*:** An entity having an arrangement with the Contracted vendor, whereby the contracted vendor uses the products and/or services of that entity to fulfill some of its obligations under its Contract, while retaining full responsibility for the performance of all of its obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the University, only with the Awarded Contractor.
- AA. *University, The University or Stockton*:** Refers to Stockton University.
- BB. *Vendor*:** Either the Bidder or the Contractor.

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**I. PROJECT INTRODUCTION**

- A. The University is seeking to contract with a qualified Vendor for kitchen equipment services, repairs, and preventative maintenance on an as-needed basis.
- B. A listing of equipment, including manufacturer and location, is detailed on the corresponding, '*Appendix A: Equipment List*' which can be downloaded on the Office of Procurement and Contracting website within the corresponding RFP Project Table. At a minimum, Contractors must be able to service all items referenced on this list.
- C. The "*Appendix A: Equipment List*" is for illustrative purposes, and provided to serve as a minimum required list of equipment to be serviced by the Contractor. However, the list of kitchen equipment is subject to change and the University reserves the right to add or remove items at its sole discretion. The Contractor shall have the ability to service, repair, and provide maintenance for a wide array of kitchen equipment, and not be limited to the items specifically referenced on '*Appendix A: Equipment List*'.
- D. Campus locations may include, but are not necessarily limited to the following:
  - 1. Galloway, NJ (Although the University makes no guarantee to volume or location of work, it is anticipated that the majority of the on-call, as needed services will be for Galloway, NJ)
  - 2. Atlantic City, NJ (3711 Atlantic Ave., & 3701 Boardwalk)
  - 3. Hammonton, NJ (30 Front Street)
  - 4. Manahawkin, NJ (712 E. Bay Ave.)
  - 5. Woodbine, NJ (610 Washington Ave.)
- E. **Special Notice regarding Bidder Evaluation:** In order to be properly evaluated, Bidders are encouraged and should submit information relating to the evaluation and selection criteria detailed in this RFP. The University will evaluate Bidders based on the materials submitted within a Proposal. Failure to include information for a scoring category may result in zero points being awarded for that category. Vendors shall not rely on the University's knowledge, history, or independent research for scoring assessment. For more information, please see the "*Evaluation & Selection Criteria*" section of this RFP.

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## II. SCOPE OF SERVICES

A. The Contractor, at a minimum, shall be able to service, repair, and provide maintenance for the types of equipment listed below:

1. Gas equipment
2. Electric equipment
3. Refrigeration equipment
4. Stoves
5. Ovens
6. Fryers
7. Grills
8. Walk-in coolers
9. Freezers
10. Kettles
11. Steamers
12. Dishwashers
13. Coffee Equipment, inclusive of brewers, espresso machines

### B. **Service Requirements**

1. Contractor should be familiar with and have experience in performing work and accommodating the needs of the University by mitigating hindrances and interruptions within an environment comprised of students, faculty, and staff.
2. All service costs are all-inclusive and must include, but are not necessarily limited to, all labor, setup, logistics, equipment, tools, delivery, vehicles, supervision, coordination efforts, insurance, estimates, profit and all other associated or incidental items necessary for the successful completion of the scope of work described in this RFP.
3. Contractor shall provide all materials and tools necessary to perform services under this RFP. Any equipment required by the Contractor to perform the services under this RFP shall be provided at no additional cost.
  - a. In rare circumstances, the University may approve additional costs for specialized equipment. This will only be applicable in situations where the equipment is not a reasonably foreseeable requirement to complete the scope of work under this RFP. The Contractor may only include direct pass-through costs for such equipment. Contractor shall make requests and provide costs for specialized equipment prior to beginning any work. The University will not entertain any specialized equipment costs without prior request and approval from the University.
  - b. If required, the rental of a mobile garbage bin by the Contractor will be accepted as a pass-through cost to the University. Mobile garbage bins shall not be included in the all-inclusive proposal pricing, as associated costs are permitted to be charged separately to the University.
4. Work areas shall be cleaned each day, safe, and orderly. Contractor shall remove all rubbish, waste, litter, tools, installation equipment and other foreign or surplus materials. Contractor shall remedy any stains, spills, and debris.
5. While on University property, Contractor shall ensure that safe and proper work methods and conditions from qualified personnel are being followed at all times.

6. Contractor shall adequately secure and protect tools, equipment, materials, and supplies. The University assumes no liability for any damage, theft, or negligent injury to the Contractor's property or to the property of any of its employees, agents, or subcontractors.
7. Proper Personal Protective Equipment (PPE) must be worn while performing work.
8. If applicable, Contractor shall be responsible for obtaining any permits or licenses (including application fees). Any associated costs can be charged to the University (please see the 'Pricing Section' below for further details).
9. Contractor shall provide proper protection of University property, including the surrounding work site from damage as a result of service, vehicles (tire ruts, oil stains, etc.), equipment, materials workmanship, etc. Any damage must be restored or repaired by the Contractor at no cost to the University.
10. University infrastructure components may have existing asbestos containing material (ACM). If the Contractor encounters asbestos or other harmful materials, work must stop immediately, and the University Project Manager must be notified. Abatement will take place prior to the continuation and completion of service.
11. Except as may be specifically permitted by through the Contract, Contractor shall not delegate, subcontract, assign, or otherwise permit anyone other than the Contractor's personnel to perform any of the work required under this RFP, or assign any of its rights or obligations hereunder, without written consent of the University, which consent may be withheld at its sole discretion.
12. Services performed shall be under the charge and care of the Contractor until final acceptance by the University.
13. Contractor shall be responsible for all receiving, uncrating, assembly and installation of all materials, and the removal of all debris, packaging, and equipment after work is completed.
14. All services shall be completed with best commercial practices and the highest standards of workmanship.
15. The University reserves the right to request and obtain an estimate from the Contractor before authorizing any service and/or repairs. In no circumstance may the Contractor charge for estimates provided to the University.

#### **C. Service and Repair**

1. The University is open year-round, and all kitchen equipment shall have the capability of providing service 365 days a year/24 hours a day. The Contractor will be required to service all equipment year-round, unless otherwise agreed to by the University's project representative.
2. Contractor must have a Commercial Food Service Equipment Association Certified Technician. All service personnel must be properly licensed and certified per established industry standards.

#### **D. Preventive Maintenance**

1. The University is looking to ensure its kitchen equipment is working properly, extend its useful utility, reduce unexpected breakdowns, and make the cleaning and sanitization process easier through the use of scheduled preventative maintenance.
2. **The Bidder should submit an overview of its Preventative Maintenance Program, along with example checklists for refrigerators and ranges. Bidder should include information demonstrating the usefulness of utilizing their specific program and detail any key features, experiences, specialty equipment etc. for evaluation purposes.**

3. The Contractor should provide preventative maintenance recommendations to the University. However, the final determination for preventative maintenance work will be at the University's sole discretion.
4. For all projects, the University reserves the right to review the Contractor's preventative maintenance checklists (scope of work) and make modifications that better match internal needs. The University will be permitted to request and receive preventative maintenance on any piece of equipment in its inventory.

**E. Work Hours**

1. All services under this RFP shall be performed (start through completion) during regular work hours, unless approved by the University.
2. If services are not performed during regular work hours, the Contractor shall utilize the applicable NJ Department of Labor and Workforce Development Prevailing Wage Determination schedule, in combination with the Contractor's proposed 'Regular Work Hourly Costs,' to determine the rates for any shift differentials and overtime.
  - a. For Example: If second shift receives the regular rate plus an additional 10%, then the calculation for second shift work would be as follows: *Contractor's Regular Hourly Rate + 10% of Contractor's Regular Hourly Rate.*
  - b. Prevailing Wage Determinations and additional information can be found on the [Department of Labor and Workforce Development website.](#)

**III. CONTRACTOR'S WARRANTY & RESPONSIBILITIES**

- A. The Contractor shall provide manufacturer's normal warranty, but shall guarantee all items against manufacturing and installation defects for a period of at least one (1) year from the date of acceptance. Should a defect occur, the Contractor shall repair or replace any item at no charge to the University. Such repair or replacement shall be guaranteed by the Contractor for one (1) subsequent year. Contract expiration or termination shall not release the Contractor of this obligation.
- B. If any work is deemed unacceptable per Contract standards as determined by the University, Contractor must take corrective measures within three (3) business days.
- C. Any damage caused to University property by the Contractor shall be repaired/replaced to the satisfaction of the University by the Contractor at no cost to the University.
- D. All equipment, parts or supplies utilized under this contract shall be new, of first quality and Original Equipment Manufacturer (OEM) unless otherwise agreed in writing by the University.
- E. Contractor will comply and adhere to [Stockton's Lock Out / Tag Out Program.](#)
- F. 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.
- G. Contractor shall not shut down any equipment unless permission is obtained by the University's Project Manager.
- H. Contractor will be responsible for properly disposing of any materials removed or replaced.
- I. The University reserves the right to make all final decisions to determine whether or not to proceed with any services.

- J. Stockton reserves the right to retain any parts or equipment which are replaced; this decision is at the sole discretion of the University. Equipment or parts shall not be removed from the University without authorization from the Project Manager.
- K. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under 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.
- L. 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.

#### IV. VENDOR QUALIFICATIONS & REQUIREMENTS

- A. *Work performed under this RFP 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.*
  - 1. *Vendors 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.*
  - 2. *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.*
  - 3. *For information on Public Works Projects and Wage Rate Determinations, please visit the website for [New Jersey Department of Labor and Workforce Development](#).*
- B. Contractor must have a minimum of five (5) years' experience providing the goods and/or services listed in this RFP.
- C. Contractor shall have sufficient staff, equipment, and materials to address at least two (2) projects simultaneously.
- D. Contractor shall have sufficient staff, equipment, materials, and overall capability to meet the scope of this RFP.
- E. Contractor shall provide all services in accordance with current state adopted codes, repair service laws and/or ordinances, and all rules and regulations of health, public and or other authorities controlling or limiting the methods and materials to be used, or the actions of those engaged in the work.
- F. Proposing Bidder should submit a copy of any required licenses or certifications with submission.
- G. Contractor must hold a current License for any equipment and/or service(s) required by statute (if/where applicable) and a current business license.

- H. Contractor must comply with all OSHA requirements and regulatory requirements regarding safety standards.
- I. Proper personal protective equipment (PPE) must be worn while performing services.
- J. Contractor shall be responsible for and save harmless the University from all fines, penalties or loss incurred for, or by reason of, a violation of the Contractor regarding any Federal, State, or municipal law, rule, regulation, ordinance while work is performed.
- K. All services provided under Contract shall conform to all requirements of all Federal, State, and/or local regulatory regulations.
- L. Contractor and all subcontractors (if applicable) must be registered in the state of New Jersey, including, but not limited to the NJ Business Registration.
- M. Certified Payroll must be submitted for all services requiring prevailing wage. Failure to submit certified payroll may result in a delay in payment.

**V. CUSTOMER SERVICE REQUIREMENTS**

**A. Standard Operational Services**

- 1. The Contractor must provide a primary account manager that will serve as the point of contact for all business-related matters. Contact information and a brief resume for the primary account manager should be included in the RFP submission for evaluation purposes.
- 2. The University is looking to build a working relationship with the Contractor and the Account Manager is required to directly respond to routine phone calls, emails, general issues, and concerns. Providing generic contact information such as '1-800' numbers or general-purpose email addresses should be avoided.

**B. Response Times**

- 1. Contractor must guarantee acknowledgement of a service request from the University within six (6) hours for all non-emergency work on standard business days. If the request is sent to the Contractor on a weekend or holiday, the acknowledgement shall be made by 12:00 p.m. on the next standard business day.
- 2. Contractor must guarantee acknowledgement of a service request from the University within two (2) hours for all emergency work on any day.
- 3. After acknowledgement of a service request, the University and Contractor will develop a schedule for the work to be performed. The Contractor must have reasonable availability to service the University's account, inclusive of all campus locations.

**C. Estimates & Invoicing**

- 1. All estimates must contain detailed information that is representational of the pricing provided by the Contractor on the 'Proposal Page' of this RFP.
- 2. Contractor shall invoice the University based only upon the actual services performed and billable expenses.
  - a. In the event that the Contractor submits an estimate, or if the University issues a Purchase Order, containing costs in excess of the true scope of work, then the University will only make payment on the actual services performed and billable expenses. All invoices submitted to the University shall reflect the actual scope of work. Under no circumstance shall the University issue payment based on an estimate or invoice that is in excess of the work actually performed.

3. Separate invoices shall be submitted for each project and billing shall occur in a timely manner.
4. Estimates to the University shall include, at a minimum, the following information with similar formatting (where applicable):
  - a. Material Costs: Cost to the Contractor + Percent Markup = Total Cost to the University
  - b. Service Costs: Number of technicians + number of hours worked = Total Cost
5. The University reserves the right to request that the Contractor substantiate material costs by providing invoices or receipts detailing the purchase price from the original manufacturer/vendor. Failure to fulfil such a request may be considered a breach of Contract.
6. If the Contractor is quoting an item not accounted for as part of the pricing on the 'Proposal Pages' of this RFP, then the quote shall indicate that the cost is at a negotiated rate.
7. The University reserves the right to have the Contractor modify information supplied on quotes or invoices in order to process orders and ensure contractual pricing is being followed.
8. Contractor shall provide electronic invoicing to a designated Stockton email address.

## VI. PRICING & PAYMENTS

- A. **Pricing for services will be based on Regular Work Hourly Rates for Journeymen and Foreman for each year of award, over a total three (3) year time period.**
  1. **For all services not performed during regular work hours, the Contractor shall utilize the applicable New Jersey Department of Labor and Workforce Development Prevailing Wage Determination schedule, in combination with the Contractor's proposed 'Regular Work Hourly Costs,' to determine the rates for any shift differentials and overtime.**
    - a. **For Example: If second shift receives the regular rate plus an additional 10%, then the calculation for second shift work would be as follows: Contractor's Regular Hourly Rate + 10% of Contractor's Regular Hourly Rate.**
  2. **It is the Vendor's responsibility to price accordingly, accounting for annual adjustment increases for each Contractual year, and to remain in compliance with the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq).**
  3. **Prevailing Wage Determinations and additional information can be found on the [Department of Labor and Workforce Development website](#).**
- B. **Pricing for Preventative Maintenance Services will be based on Regular Work Hourly Rates for each year of award, over a total three (3) year time period.**
  1. **Regular Work Hours: Monday through Friday between 8:00 a.m. and 4:00 p.m.**
- C. **Pricing for Material to the University will be based on a maximum percent increase of the material costs to the Contractor. The proposed maximum percentage increase on material will remain unchanged for all Contractual years.**
- D. Specific dates for each Contractual year will be detailed and established within the Contract resulting from this RFP.
- E. All pricing set forth in response to, or made part of any contract resulting from this RFP, shall be considered a maximum value. The Contractor may charge the University less than the proposed or Contractual pricing.

- F.** Contractor shall be required to visit campus locations to provide cost estimates for goods and/or services. Such services shall be included within proposal pricing, and at no additional cost to the University.
- G.** Costs are all-inclusive and must include, but are not necessarily limited to, all labor, setup, logistics, equipment, tools, delivery, supervision, coordination efforts, insurance, estimates, profit and all other associated or incidental items necessary for the successful completion of the scope of work described in this RFP.
  - 1.** Any travel time for which a Contractor is obligated to pay employees shall be considered as overhead and included within the pricing on the 'Proposal Pages' of this RFP. The University will not pay any additional fees for travel time by any employee, subcontractor, or affiliate of the Contractor.
- H.** In order to obtain pricing for evaluation purposes, the Bidder will need to complete the "Proposal Pages" of this RFP. The 'Proposal Pages' are not necessarily exclusive or exhaustive and serve for the purpose of expressing common goods and/or service needs. Additional goods and/or services may be purchased from the Contractor that are not specifically referenced, but are nonetheless reasonably part of the related scope of services and intent of this RFP. Costs for these services will be at a negotiated rate between the Contractor and the University. The Contractor shall make an effort to keep pricing consistent and within reason of other similarly priced items or services.
  - 1.** The University's issuance of a Purchase Order shall serve as the official acceptance for any negotiated rates under this RFP for that specific order only. No negotiated cost shall be assumed to be accepted by the University for future orders.
- I.** If applicable, the Contractor shall be responsible for securing and paying for all necessary permits, including application fees, where applicable and requested by the University. The Contractor will be reimbursed for permit and application costs on an as needed basis. Permitting costs are therefore not a component of the all-inclusive pricing structure and shall not be factored into the all-inclusive price.
- J.** All pricing in the submission (including the Proposal Page(s) of this RFP) must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial next to price changes shall preclude a Bidder from Contract award.
- K.** All pricing submitted for this RFP must remain constant for the duration of the Contract resulting from this RFP. No increases to the proposed pricing model will be allowed.
- L.** If the Bidder puts a zero (0) on an item in the price schedule, the University conclusively deems that price to be zero and that the Bidder is offering the item to the University at no cost. Any other notations, such as "N/A" or a blank unit price will be interpreted as an item which the Bidder cannot supply or deliver and therefore, may result in the submission being deemed non-responsive.
- M.** Pricing will not be based on any minimum amount of goods and/or services to be performed and the University makes no guarantee of volume.
- N.** Pricing must be all inclusive. Delivery costs are the responsibility of the awarded vendor and must be included in the proposal pricing. The University will not pay separate shipping costs in addition to the product prices offered. All delivery for goods must be FOB destination, unless expressly specified otherwise by the University. In the event of damage, shortage, or other loss resulting from shipment to any Stockton facility by the carrier, any claim for such damage, shortage, or other loss shall be a matter between the Contractor and the carrier.

- O. Proposal 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.
- P. All costs must be detailed on the '**Proposal Page**' of this RFP in the format provided. Any edited or dissimilar formats may be rejected. *Please do not modify the formatting of the Proposal Page(s) of this RFP. The data should be entered as requested and any changes may result in a submission being deemed non-responsive.*

**VII. TERM OF CONTRACT & TERMINATION LANGUAGE**

- A. The anticipated contractual period will be for an initial one (1) year period with the option to renew for two (2) additional one-year terms, The dates of award will be based on the fully executed Contract resulting from this RFP. Contract renewals are subject to budgetary approval on a yearly basis. Stockton reserves the right to alter this time period upon review of all proposals.
- B. Termination of Contract for Convenience**
  - 1. Notwithstanding any provision or language in a contract resulting from this offering, the University may terminate this contract at any time, in whole or part, for convenience upon no less than thirty (30) days written notice to the awarded vendor.
- C. Termination of Contract for Cause**
  - 1. Where an awarded vendor fails to perform or comply with a contract or a portion thereof, the University may terminate the contract, in whole or part, upon thirty (30) days' written notice to the awarded vendor with an opportunity to respond; and
  - 2. Where in the reasonable opinion of the University, an awarded vendor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping and there has been a failure on the part of the vendor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the University may terminate the contract, in whole or in part, upon thirty (30) days' notice to the vendor with an opportunity to respond.
- D. Termination for Non-Appropriation of Funds**
  - 1. The University shall not be obligated to the Contract for any future renewal period until funds are appropriated. In the event funding appropriation is not approved, the University may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the University. The effect of such action shall terminate the Contract on the last day of the contractual period for which appropriations were made and approved.
- E. In cases of emergency the University may shorten the time periods of notification and may dispense with an opportunity to respond.
- F. In the event of termination under this section, the vendor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**VIII. POST AWARD**

- A.** Upon review and analysis of submissions, the University may declare one or more Awarded Vendors through the a “*Notice of Intent to Award.*” The Awarded Vendor(s) may receive a Contract with a request to review terms, deliverables, costs, and the University’s expectations in general. The Awarded Vendor(s) will be able to address any Contract questions or concerns at this time. If the Awarded Vendor(s) does not receive a Contract within seven business days of award, please email [Regina.Rosenello@stockton.edu](mailto:Regina.Rosenello@stockton.edu) for an update.
- 1.** Any Vendor that is issued a “*Notice of Intent to Award*” must provide all requested items detailed on the ‘*Required Procurement Documents*’ table of this RFP. The Awarded Vendor shall provide all procurement documents within 10 business days of request (excluding Federal Holidays). Failure to provide any requested document may result in the Awarded Vendor being removed from consideration, at the University’s sole discretion.

**IX. SUBMISSION REQUIREMENTS**

- A.** In order to be considered, Bidder must submit a complete response to this RFP.
- 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). Every effort should be made to avoid duplicating the information presented in the submission.
- 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 RFP’s content changes as the referenced web page changes.
- D.** Each team’s RFP should be organized by distinct sections corresponding to the ‘*Evaluation & Selection Criteria*’ and ‘*Required Procurement Documents*’ and in the same order as listed below:
- E. Submission Format**

Submission should include a **Table of Contents**, identifying the following sections in the table below. Bidder should provide detailed information for each scoring category for evaluation purposes:

Section	Section Title
<b>Section 1</b>	<i>Proposal Page(s) → Must be signed by a representative of the Bidder</i>
<b>Section 2</b>	<i>Vendor + Key Personnel Experience, Qualifications &amp; References</i>
<b>Section 3</b>	<i>Ability to Meet the Needs of the University</i>
<b>Section 4</b>	<i>Any additional/supplementary information submitted by the Bidder for consideration</i>
<b>Section 5</b>	<i>‘Required Procurement Documents’ (see page 4 of this RFP for a list of the required documents)</i> <ul style="list-style-type: none"> <li><b>IMPORTANT NOTE:</b> <i>On the Required Procurement Documents table, Items 1 – 3 are required with submission or bid will be rejected.</i></li> </ul>

***In order to be properly evaluated, Bidders are encouraged and should submit information relating to the evaluation and selection criteria detailed in this RFP. The University will evaluate Bidders based on the materials submitted within their proposal. Failure to include information for a scoring category may result in zero points being awarded for that category. Bidders shall not rely on the University’s knowledge, history, or independent research for scoring assessment. For more information, please see the “Evaluation & Selection Criteria” section of this RFP (located on the following page).***

**Evaluation and Selection Criteria**

Selection of the awarded vendor(s) shall be based solely on the Review Committee’s evaluation of the submissions and criteria set forth below in the “*Evaluation & Selection Criteria*” table. Stockton reserves the right to interview, and/or hold presentations with the respondents or request written responses regarding a proposal. Stockton also reserves the right to negotiate the terms and conditions of the contract. In addition, the University reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, Stockton may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

Submission of a Proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer that is determined to be the most advantageous to the University. By responding to this RFP, Vendor acknowledges and consents to the conditions set forth herein relative to the submission review and consideration of proposal.

The University may request that a Vendor clarify any information contained in its Proposal. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities, or clerical errors. Clarifications cannot correct any deficiencies or material omissions. Proposer is required to provide a written response to such requests. A request for clarification by the University shall not be construed to imply acceptance or rejection of a proposal. Comments regarding other proposals are not permitted, and proposers may not attend interviews or presentations made by competitors.

The award of this RFP will be based upon a review and analysis of all submissions to determine which proposal(s) best meets the needs of the University. The contract award will be based on a points-earned matrix as detailed in the table below:

Evaluation & Selection Criteria	Points
<b>Vendor + Key Personnel. Experience, Qualifications &amp; References</b>	<b>0 – 35</b>
<b>Ability of Vendor to Meet the Needs of the University</b>	<b>0 - 40</b>
<b>Pricing (Proposal Page)</b>	<b>0 - 25</b>

**Notes:**

- *The University will evaluate a Bidder based on the information submitted within a proposal. Failure to include information for a scoring category may result in zero points assessed for that category. Bidder should not rely on the University’s knowledge, history, or independent research for review.*
- Pricing may be evaluated in relation to the quality of the services proposed and may not necessarily demonstrate a direct relationship with the numerical costs submitted by each Bidder.
- If a vendor submits a proposal that does not provide detailed and coherent information regarding a specific scoring category, the vendor may be granted zero (0) points for that category.
- The University reserves the right to conduct reference checks.

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

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### [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](mailto:RFP-Purchasing@Stockton.edu) or call 609.652.4325.

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### **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**

*(Page 1 of 2)*

<b>Regular Hourly Rates: Based on one (1) Journeyman</b>			
<i>(All-Inclusive Hourly Rate)</i>			
Contractual Year of Award	Year One	Year Two	Year Three
<b>JOURNEYMAN:</b> Regular Hourly Rates By Year of Contract Award	\$	\$	\$

<b>Regular Hourly Rates: Based on one (1) Foreman</b>			
<i>(All-Inclusive Hourly Rate)</i>			
Contractual Year of Award	Year One	Year Two	Year Three
<b>FOREMAN:</b> Regular Hourly Rates By Year of Contract Award	\$	\$	\$

*Note: Bidder shall utilize the applicable NJ Department of Labor and Workforce Development Prevailing Wage Determination schedule, in combination with the Regular Work Hourly Rates (listed in the tables above), in order to determine the rates for any shift differentials and/or overtime. It is the Vendor's responsibility to price accordingly, accounting for annual adjustment increases for each Contractual year, and to remain in compliance with the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq). For additional details, please see Section VI. Pricing & Payments.*

<b>Regular Hourly Rates: Preventative Maintenance Services</b>			
<i>(All-Inclusive Hourly Rate)</i>			
Contractual Year of Award	Year One	Year Two	Year Three
<b>Preventative Maintenance Services</b> Regular Hourly Rates By Year of Contract Award	\$	\$	\$

<b>Maximum Percent Increase of Material Costs</b> <i>(This percentage is fixed for the duration of the Contract)</i>	%
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<b>Vendor Name</b>			
<b>Rep. Name &amp; Signature</b>			

*(Proposal Pages continued on following sheet)*

**PROPOSAL PAGES**

*(Page 2 of 2)*

**Certification of Submission**

**This *Certification of Submission* section must be fully executed, and the Proposer’s Signature must be provided in the table below, or submission will be rejected.**

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

**Primary Contact for Project**

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

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

Bidder hereby warrants that it has received and read the RFP 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 RFP. Bidder warrants that it has the capabilities and credentials required by the RFP. Bidder warrants that it will faithfully perform the work required by this RFP and will abide by the terms, conditions, and other requirements of this RFP.

The Bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the RFP, including all addenda. Furthermore, signature by the Bidder signifies that addenda issued, the Request for Proposal, 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 Request for Proposal, or any other Project document during the term of the Contract shall constitute a breach and may result in Contract termination.

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

**REFERENCES**

*Bidder should submit a minimum of three (3) references preferably from institutions of higher education and of similar size and scope. Please use this sheet for listing references, and include additional pages if needed.*

<b>REFERENCE #1</b>	
Organization Name	
Organization Type	
Representative Contact	
Address	
Phone	
Email	
Professional Relationship	

<b>REFERENCE #2</b>	
Organization Name	
Organization Type	
Representative Contact	
Address	
Phone	
Email	
Professional Relationship	

<b>REFERENCE #3</b>	
Organization Name	
Organization Type	
Representative Contact	
Address	
Phone	
Email	
Professional Relationship	

**STOCKTON UNIVERSITY STANDARD TERMS & CONDITIONS**

**I. PROCEDURAL REQUIREMENTS & AMENDMENTS**

- A. The Contractor will comply with all procedural instructions that may be issued from time to time by the Director of Procurement & Contracting of the University or his designee.
- B. During the Contract period, no change is permitted in any of its conditions and specifications unless the Contractor receives written approval from the Director of Procurement & Contracting or designee.
- C. Contractors must supply Stockton University with all applicable warranty information, whether expressed or implied.
- D. Should the Contractor find, at any time, that existing conditions make modification in requirements desirable; it shall promptly report such matters to the Director of Procurement & Contracting or designee of the University, for consideration and decision.
- E. During the period of Contract or any extension thereof, the University reserves the right to add or delete specific services.
- F. Stockton University may make changes in the general scope of the Contract services provided by the Contractor by written notice. The Contractor shall promptly comply with the notice and shall bring all subsequent services in conformance with the notice.
- G. If any such changes causes a material increase or decrease in the Contractor's cost of operation or the time required for attainment of required service levels, an equitable adjustment in the Contract cost or time allotted for fulfillment of the Contract shall be negotiated and the Contract modified accordingly. Any change, alteration or modification of any contract will be valid and binding only if a submittal of a proposal, Contractor hereby agrees to negotiate on good faith.
- H. The Contractor's engagement partner and/or manager might be required to meet periodically with the Contracting officer or representative(s) to discuss services.

**II. CONTRACTOR PERSONNEL**

- A. While on University property:
  - 1. All personnel shall observe all rules and regulations in effect at Stockton University governing safety and personal conduct.
  - 2. Contractor employees, under no circumstances, shall be deemed employees of the University, but shall be subject to University's control regarding health and safety situations, and may be removed from University premises in emergent and emergency situations.
- B. Contractor personnel shall not represent themselves or be considered as employees of Stockton University or the State of New Jersey.
- C. CRIMINAL BACKGROUND CHECKS ARE MANDATORY for all non-university personnel performing work associated with the contract on University property. Contractors, consultants, and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the campus community. Failure to comply with this requirement may result in immediate termination of any award or Contract. Background checks of any non-university personnel performing work on the campus, directly by the Contractor or any subcontractors of the Contractor, may be requested by the University. The Contractor shall produce any background checks as requested by the University.
- D. The Contractor shall be solely responsible for all damage or unauthorized destruction to any Stockton University buildings, equipment, premises, or facilities; lease, lent, or in the care, custody or control of the University or State.

- E. The Contractor shall remove from University property or workplace, any of its employees who are found to be unacceptable by the University. Such requests by the University will not be unreasonable.
- F. At all times, Contractor personnel should be in appropriate attire with clear identification of the company's name, logo, and person's name.
- G. All Contractor motorized vehicles should be identified with the Contractor's name and/or logo in clear view.

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

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

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**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 RFP shall consist of this RFP, all addendum to this RFP, the University's Standard Contract Terms and Conditions, Bidder's Proposal Pages, and the University's 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.
  - a. In the event of a conflict between provisions within the Contract documents, the Contract documents shall have the following order of priority:
    - Contract
    - RFP Addendum, by most recent issuance date
    - RFP Document
    - The University's Standard Contract Terms and Conditions

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**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 RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the 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 RFP.
- B.** Any Contract arising from the award of this RFP 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.

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**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 RFP proposal be withdrawn prior to RFP opening. Such request must be made, in writing, to the Director of Procurement & Contracting. If the request is granted, the Bidder may submit a revised RFP proposal as long as the revised RFP proposal is received prior to the announced date and time for the opening of RFP proposals and at the place specified.
- B. If, after the opening of RFP proposals, but before Contract award, a Bidder discovers an error in its RFP proposal, the Bidder may make written request to the Director of Procurement & Contracting for authorization to withdraw its RFP 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 RFP 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 RFP proposal.
- C. If, during the evaluation of RFP proposals received, an obvious pricing error made by a potential contract awardee is found, the Director of Purchasing shall issue written notice to the Bidder. The Bidder will have five days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its RFP proposal shall be considered withdrawn, and no further consideration shall be given.
- 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 RFP proposal, the University may seek clarification from the Bidder to ascertain the true intent of the RFP proposal.

**IX. SUBCONTRACTING**

- A. Any Contract pursuant to this RFP shall not be subcontracted without the prior written approval from the Director of Procurement & Contracting, or designee, to any other person, company, corporation, firm, organization, or agency.

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**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.

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**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.~~
  - ~~6. Cyber Breach/Privacy Liability Insurance providing coverage for 1) Privacy Liability, Network Security Liability, and Regulatory Liability; 2) Payment Card Industry (PCI) Fines, Penalties, and Assessments; 3) Breach Response Costs including Data Forensics, Public Relations, and Privacy Counsel, and 4) Notification, Credit Monitoring, and Identity Theft Restoration Costs. Limits of liability will be in minimum amounts of five million dollars (\$5,000,000). If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for events that occurred prior to the termination date of the claims-made coverage and are not reported until after the termination date.~~
  7. Pollution Legal Liability insurance policy, if applicable to the services performed under this contract, in minimum amounts of two million dollars (\$2,000,000) per occurrence. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that occurred during, or as a result of, the provision of Vendor's services under this contract, but are not discovered until after completion of services under this contract.
  - ~~8. Professional (Errors & Omissions) Liability insurance, if applicable, in minimum amounts of two million dollars (\$2,000,000) per claim. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that result from the professional services provided during the term of this contract regardless of when a claim is made.~~
- F. Vendor shall bear all costs of all policy deductibles.
- G. Vendor may, if they so desire, include with their proposal the applicable Certificates of Insurance or upon request by the University. This will expedite the Contract award process for the Awarded Vendor.
- H. Within ten (10) days after receipt of Notice of Intent to Award Contract and prior to the commencement of work, and if applicable, annually thereafter until Contract termination; 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.

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- 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 RFP by the Vendor, their employees or anyone acting on the Vendor's behalf.
- J. Stockton University, as a State funded University, will not indemnify vendors in any form.

**XIII. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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

**XIV. DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS**

- A. Pursuant to N.J.S.A 52:32-60.1, a person or entity seeking to enter into, renew, amend, or extend a contract for the provision of goods or services shall certify that it is not identified on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Activities in Russia or Belarus. If the Contractor is unable to so certify because the person or entity, its parents, subsidiaries, or affiliates has engaged in prohibited activities, the Contractor shall provide a detailed and precise description of such activities. A Contractor's failure to submit a certification will preclude the award, renewal, amendment, or extension of a Contract to said Contractor. The Vendor shall complete the form within the "Required Procurement Documents" section of this RFP.

**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 RFP.

**XVI. DIANE B. ALLEN EQUAL PAY ACT**

- A. Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a Contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

**XVII. AFFIRMATIVE ACTION**

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

**XVIII. SET-OFF FOR STATE TAX**

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

**XIX. STOCKTON UNIVERSITY GENERAL CONDITIONS**

- A. *Stockton University may need to issue one or more addenda related to this Project. Any addenda will become part of this RFP, and part of any Contract awarded as a result of this RFP. All addenda will be posted on the Stockton Procurement website. It will be the sole responsibility of the prospective vendors and other interested parties to familiarize themselves with the website and visit it regularly during the RFP process for updated information or addenda related to this Project.***
- B. The Notice of Intent to Award will be sent in writing (via email) to all Bidders that submitted a proposal, and naming the awarded Vendor. It will be sent to the designation listed on the Proposal Page of this RFP under the section “Primary Contact for Project.”**
- C. Short procedural inquiries may be accepted by telephone by the buyer noted for this Project. However, oral explanations or instructions given over the telephone shall not be binding upon the University. Bidders shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this Project.**
- D. If a joint venture is submitting an RFP, the agreement between the parties relating to such joint venture shall be submitted with the joint venture’s submission.**
- E. Submissions which, in the sole judgment of Stockton, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions, deletions, strikethroughs or contain errors may be rejected.**
- F. The 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 RFP at any time (in its sole discretion). If terminated, Stockton may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.**
- I. Patents: The Suppliers shall hold and save the University, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense for or on account of any patented or unpatented invention, article, or applicable manufacturer or use in materials and forms of construction as will satisfy the University's requirements.**
- J. Submission as Public Information and Property of Stockton. Ownership of all data, material, and documentation originated and prepared for the University pursuant to this RFP and ensuing Contract shall become the remain the property of the University.**
- K. Subsequent to RFP opening, all information submitted by a 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 a RFP submission shall be at the expense of the respondent. Stockton University assumes no responsibility and bears no liability for costs incurred in the preparation and submittal of a RFP. The University will not reimburse Vendor 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 RFP, 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 RFP; including, but not limited to any specifications, drawings, or supplemental materials, and to compute the quantities of labor or material entering therein, and to determine the difficulties incidental to the prosecution of the work, and the presentation of a RFP shall be considered as conclusive evidence of such examination.
- T.** Vendors assume sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration shall be given after submissions are opened because of a vendor's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this offering, the vendor represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.
- 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 RFP 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 RFP.
- XX. **PRICE & PAYMENT GENERAL**
- A. **Price Fluctuation During Contract:** Unless otherwise agreed to in writing by the University, all prices quoted shall be firm through issuance of Contract or purchase order and shall not be subject to increase during the period of the Contract. In the event of a manufacturer's or vendor's price decrease during the Contract period, the University shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the Contract period. The Director of Procurement & Contracting must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of Contract for cause.

**XXI. EXCEPTIONS TO TERMS & CONDITIONS**

- A.** A Bidder shall be presumed to be in agreement with the terms and conditions of this RFP 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 RFP.
- C.** Bidders are cautioned that by taking any exception they may be materially deviating from the RFP. If a Bidder materially deviates from the general terms, conditions, and instructions, then its proposal shall be rejected.

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**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 a RFP, 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](#).

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## II. ANTI-DISCRIMINATION

- A.** All parties to any Contract with the University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A attached below) and Constructions Contracts (Exhibit B attached below) and Executive Order 51, August 28, 2009 (Exhibit C attached below), as appropriate (Exhibits are attached to this RFP 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](http://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 of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;

5. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
6. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
7. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
8. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

**VIII. POLITICAL CONTRIBUTION DISCLOSURE**

- A. The vendor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the vendor receives one (1) or more Contracts valued at \$50,000.00 or more. It is the vendor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or online at <http://www.elec.state.nj.us/>.

**IX. OWNERSHIP DISCLOSURE**

- A. Pursuant to N.J.S.A. 52:24.2, in the event the vendor is a corporation, partnership or sole proprietorship, the vendor must disclose their ownership.

**X. STANDARDS PROHIBITING CONFLICTS OF INTEREST**

The following prohibitions on vendor activities shall apply to all Contracts or purchase agreements made with the University pursuant to Executive Order No. 189 (1988).

- A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;
- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards;

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- 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.

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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.

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**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 RFP.
- 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 A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

N.J.A.C. 17:27 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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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.

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 of the contractor's commitments under this chapter 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with  
N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

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**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. 51 REQUIREMENTS**

It is the policy of the University that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the University 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 University'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 University'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 University 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 University no less frequently than once every 12 months; and
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.1.1 et seq.

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.

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