



Request for Proposal

RFP 26-13

Architectural Services

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

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Schedule of Events Timetable

• Advertisement Date	→	February 15, 2026
• Pre-Proposal Meeting <i>(see table below for details)</i>	→	N/A
• Bidder Questions/Inquiries Due	→	February 20, 2026
• University Responses Posted to Website <i>(Addendum)</i>	→	February 25, 2026
• Submissions Due <i>(see table below for details)</i>	→	March 11, 2026, at 2:00 p.m.

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

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

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

In order to be considered for the award, all information must be received by the required date and time. Any RFP submission not received on time will be rejected.

Question & Answer Period

All questions shall be submitted via email, and should contain the following in the subject heading:

“RFP 26-13 Architectural Services”

- ✓ Questions regarding RFP information shall be sent to: RFP-Purchasing@stockton.edu
 - *If contact by email is not possible, please call Regina Rosenello, Director of Procurement, Contracting and Risk Management, at 609.626.6079 for an alternative solution.*
 - All questions submitted will be addressed as part of an Addendum, and posted on the [Office of Procurement & Contracting website](#) on the date indicated above in the ‘*Schedule of Events Timetable*’ (located above on this page).
 - Vendors are not to contact any University staff or faculty directly, in person, by telephone, email, fax, or any other method regarding this RFP.
- ✓ Questions regarding opening documents or accessing items on the website should be sent to:
 Regina Rosenello
 Director of Procurement, Contracting, and Risk Management
 E-mail: Regina.Rosenello@stockton.edu

Required Procurement Documents

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 Will 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	Proposal Page(s) (Do Not Modify the Proposal Page) ➤ Please make every effort to include the Proposal Page(s) at the beginning of submission	
2	Acknowledgement of Receipt of Addenda (If any issued, sign and include the Acknowledgement Page with submission)	
3	Ownership Disclosure	
The Below Requested Documentation Should be Included in Submission and Shall be Required Before Contract Award		
4	Disclosure of Investment Activities in Iran	
5	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	
6	Non-Collusion Affidavit ➤ Must be notarized and include stamp/seal	
7	➤ Subcontractor Utilization Form (This form is required even if no subcontractors are being utilized)	
8	Source Disclosure Form	
9	Disclosure of Investigations & Other Actions Involving Vendor Form	
10	Employee or Relative Disclosure Requirement	
11	Exhibit A: Mandatory EEO Language for Goods, Professional Services and General Service Contracts Please note, one 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 New Jersey Treasury website)	
12	New Jersey Business Registration Certificate ➤ Vendors should verify their NJ BRC on the Online Business Registration Certificate Service ➤ NJ Business Registrations must be valid at the time of award	
13	➤ Taxpayer Identification Request (W-9)	
14	Small Business Registration Certificate	
15	Division of Property Management & Construction (DPMC) Pre-Qualification Classification in Architecture	
16	Proof of Ability to Obtain Required Insurance (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

- Firms 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

- The University is a public institution of higher education organized under the laws of the State of New Jersey, and is ranked among the top public universities in the Northeast with more than 160 undergraduate and graduate programs, as well as continuing education opportunities.
- The University, one hour from Philadelphia and two hours from New York City, offers unique living and learning environments throughout southern New Jersey, including the 1,600 acre Galloway campus in the Pinelands National Reserve and Stockton University Atlantic City, located in the University District, just steps from the beach and the iconic Atlantic City Boardwalk. Additional locations include Hammonton and Manahawkin. As a public university, Stockton provides an environment for excellence to a diverse student body, including those from underrepresented populations, through an interdisciplinary approach to liberal arts, sciences, and professional education. Founded in 1969, Stockton held its first classes in 1971.
- The University currently has approximately 8,500 full and part time undergraduate and graduate students
- To learn more about Stockton University, please visit the following website: [About Stockton](#)

GENERAL DEFINITIONS

- 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 whose bid, 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. *Shall:*** Denotes that which is a mandatory requirement.
- W. *Should:*** Denotes that which is recommended, but not mandatory.
- X. *State:*** State of New Jersey
- Y. *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.
- Z. *University, The University or Stockton:*** Refers to Stockton University.
- AA. *Vendor:*** Either the Bidder or the Contractor.

PROJECT SPECIFIC DEFINITIONS

- A. *Architect:*** A firm that plans, designs, and supervises the construction of buildings or other structures that is licensed to practice in the state of New Jersey. The firm shall be classified by the Department of Property Management and Construction and registered as a small business by the Division of Revenue.
- B. *Small Business:*** Pursuant to N.J.S.A. 52:32-17, N.J.A.C. 17:13-1.2, and N.J.A.C. 17:13-2.1, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (1) independently owned and operated, (2) incorporated or registered in and has its principal place of business in the State of New Jersey; (3) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the six (6) following categories:
 - 1.** For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).
 - 2.** For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).
- C. *Small Business Set Aside Contract:*** Means (1) a Contract for goods, equipment, construction, or services which is designated as a Contract with respect to which bids are invited and accepted only from small businesses.

I. PROJECT INTRODUCTION

- A.** Stockton University is seeking proposals from qualified Architectural firms to furnish architectural services for upcoming projects on an on-call, as-needed basis. Any Contract issued under this RFP will be for work within campus boundaries and other remote locations that are owned, leased, operated, or under control by the University.
- B.** Pursuant to the provisions of N.J.S.A. 52:32-17 et seq. and N.J.A.C. 17:13 et seq. this is a Set-Aside Contract for Categories I, II, III for Small Businesses. The Bidder must be registered as a qualified Small Business with the Division of Revenue and Enterprise Services by the time proposals are received. Please see the “Vendor Qualifications & Requirements” section below for additional details.
- C.** 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.)

II. SCOPE OF SERVICES

- A.** In conjunction with the University’s Facilities Planning and Construction representatives and end user groups the design firm will develop, review, modify, and validate the building program.
- B.** Provide a comprehensive set of Construction Documents and Specifications which describe the fit, placement, shape, size, materials, and finishes of the building. Documents shall include Schematic Design, Design Development, Construction Documents, Bidding and Award, Permitting Sets, Conformed Sets, Construction Administration and Project Closeout.
- C.** Included in the design shall be all communications/data wiring and devices within the building. It is expected that the architect or their subconsultant shall work with the University representative(s) to coordinate locations, equipment, and placement. As in communications, certain areas, such as classrooms, may need specialized technology. The design firm working with the University shall develop and design the appropriate pieces of technology and infrastructure to support them.
- D.** The design firm shall be licensed in the State of New Jersey.
- E.** The lead design professional shall include the services of necessary engineering consultants, as well as, specialty consultants including, but not limited to the following:
 - 1. Acoustical
 - 2. Interior Design
 - 3. Lighting
 - 4. MEP
 - 5. Fire Protection
 - 6. Structural

7. Audio Visual
8. Tele/Data
9. Security
10. FF&E
11. Lab Planner
12. Energy Engineer
13. Roofing Consultant
14. Hardware
15. Other Specialty Consultants as necessary

III. DELIVERABLES

- A. Drawings, specifications, samples, presentations with possible renderings, models, schedules, and cost estimates in hard and/or electronic copy.

IV. SCHEMATIC SUBMISSION REQUIREMENTS

- A. Brief written or graphic description of the project intent, design conditions, space requirements, purpose, and definition of the submittal's intent.
- B. Statement of probable costs and conceptual budget.
- C. Bar Chart Schedule for all phases of design, permitting, bidding, and construction.
- D. An outline of the Specifications indicating material and type of systems proposed. Include a description of each, including design parameters of equipment and utilities, (e.g., mechanical, electrical system design concepts).
- E. Submission drawings shall be progress prints made from partially finished contract drawings.
- F. Points of interconnection to existing utility infrastructure systems.
- G. Systems Analysis (mechanical and electrical) addressing the following for alternative systems:
 1. Code impact
 2. Operating costs including utility costs
 3. Maintenance costs
 4. Construction costs
 5. System life expectations
 6. Impact on existing utility infrastructures. Must investigate the existing support systems to ensure capacity
 7. Energy Use Index
 8. Meeting Minutes from all Programming meetings with the University stakeholders

V. Design Development Submission Requirements

- A. Brief written description of the project intent, purpose, and definition of the submittal's intent.
- B. Revised budget.
- C. Revised project schedule.
- D. 50% completed technical specifications, including a detailed sequence of operation of all mechanical and electrical equipment.
- E. 50% completed contract drawings, including:
 1. Cover Sheet, including all required code information
 2. Foundation Plans

3. Structural Plans and Calculations
 4. Utility Plan
 5. Floor Plan
 6. Elevations
 7. Sections/Details
 8. HVAC Plans, including the routing of ductwork, piping, accurate airflow, and ATC diagrams. Ductwork shall be depicted with a few key sections for clearance reviews
 9. Plumbing Plans, including riser diagrams
 10. Fire Protection layout
 11. Life Safety Systems layout
 12. Electrical Plans, including single line diagrams and basic schedules
 13. Audio/Visual
 14. Tele/Data
 15. Security
 16. Furniture and Equipment layouts
- F. Drawings shall indicate all necessary equipment service clearances.
- G. Specific manufacturer's catalog cuts giving a complete description of all proposed equipment.
- H. Meeting minutes from Design Development coordination meetings.

VI. CONSTRUCTION DOCUMENTATION SUBMISSION REQUIREMENTS

- A. Brief written description of the project intent, purpose, and definition of the submittal's intent.
- B. Revised final project budget, including construction costs, FF&F costs, AV costs, regulatory fees, contingencies, and costs for each anticipated alternate, and escalation estimates.
- C. Revised project schedule and a written description for case forcing changes to the project schedule.
- D. One-hundred percent (100%) completed bound project manual complete with general and technical sections which have been reviewed for proper coordination between trades.
- E. One-hundred percent (100%) completed contract drawings which will detail a complete design, including all disciplines, the installation of all equipment and materials to implement a functional system in accordance with the intent of the program.
- F. One-hundred percent (100%) completed New Jersey Department of Community Affairs ready drawings, including Plan Review fee calculation worksheets.

VII. PERMITTING PHASE REQUIREMENTS

- A. Prepare and submit the required sets of signed and sealed drawings, specifications, and calculations for early release of footings/foundations to Department of Community Affairs (DCA) Plan Review.
- B. Prepare and submit the required sets of signed and sealed drawings, specifications, and calculations to DCA Plan Review.
- C. Prepare and submit 2 sets of drawings, specifications, and calculations to the University for their review.
- D. Respond to all DCA comments in a timely manner as to not cause a delay in review and approval.

VIII. BIDDING & CONTRACT AWARD PHASE REQUIREMENTS

- A. Prepare an initial conformed set of contract documents if required.
- B. Prepare Pre-Bid agenda.
- C. Conduct and preside at all Pre-Bid (Site Visit) meetings.
- D. Prepare addenda, clarifications and sketches as required.
- E. Review and address bidder questions.
- F. Attend bid opening meeting.

IX. CONSTRUCTION PHASE REQUIREMENTS

- A. Respond to all Request for Information, (RFI) and other Consultant job specific questions. If questions cannot be addressed via email, fax, telephone, etc., have the appropriate consultant dispatched to the jobsite to address the issue(s) in person.
- B. Prepare and submit all required bulletins, sketches, architect supplemental instructions, etc. as required to ensure clarity of design intent.
- C. Review, comment, and approve the Consultant's Schedule of Values Breakdown.
- D. Along with University representatives:
 - 1. Review and approve Consultant's application for payment Pencil Copy
 - 2. Review and approve Consultant's application for payment
 - 3. Review and comment on Consultant's progress schedule
 - 4. Review and approve Consultant's change order request
 - 5. Review and approve Consultant submittals
- E. Review and approve Consultant submittals.
- F. Review and approve Consultant shop drawings.
- G. Review and approve test reports as appropriate.
- H. Submit weekly field evaluation reports.

X. PROJECT CLOSE-OUT PHASE REQUIREMENTS

- A. Develop punch list.
- B. Verify correction of punch list items.
- C. Prepare and submit record set of contract as-built drawings, providing both in hard copy and electronic copies.
- D. Prepare and submit a final conformed set of contract drawings, including all changes and modifications made during the course of the project.
- E. Secure, review, and approve all Consultant close-out documentation, including all maintenance and operating manuals, guarantees, warranties, testing and balancing reports, equipment testing certifications, etc.
- F. Assist in acquiring final DCA certificate.
- G. Along with University representatives:
 - 1. Review and approve Consultant's application for payment Pencil Copy
 - 2. Review and approve Consultant's application for payment
 - 3. Any lien waivers
 - 4. Other final release documentation

H. Support/Defend the University in any claims as a result of the project.

XI. MEETINGS

- A. Attend and conduct pre-bid meeting (site visit) meetings and attend the project bid opening.
- B. Attend all progress meetings.
- C. Attend other meetings as necessary.

XII. ADDITIONAL WORK

- A. Perform additional work associated with other projects that do not include design/construction phases to the University as requested and agreed upon by both parties including coordinating and overseeing Sub-Consultant services as required by a specific project.
- B. For professional services performed by the Architect, submit a proposal as requested with a not-to-exceed cost based on awarded hourly rates.
- C. For Sub-Consultant services, submit a proposal as requested utilizing the Architect's awarded all-inclusive mark-up percentage for sub-consultant services.

XIII. CONTRACTOR'S WARRANTY

- 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.

XIV. VENDOR QUALIFICATIONS & REQUIREMENTS

- A. **At the time of submission, Bidder must be registered as a Small Business by the State of New Jersey Department of the Treasury, Division of Revenue.**
 - 1. If Bidder has previously registered or been certified as a Small Business Enterprise (SBE), the Bidder should ensure it is currently registered and that its registration is active with the Division of Revenue and Enterprise Services, prior to the proposal due date, to be eligible for award.
 - 2. Bidder should ensure that it has completed the annual verification, if required.
 - 3. Bidder should provide, as part of its response to this RFP, proof of its current registration as a qualifying small business with the New Jersey Division of Revenue and Enterprise Services.
 - 4. For Additional Information: [Small Business Set Aside](#)

- B. At the time of submission, Bidder must be registered as a pre-qualified consultant by the State of New Jersey Department of the Treasury, Division of Property Management and Construction (DPMC) in the applicable category of 'Architecture.'**
 - 1. Bidder should provide, as part of its response to this RFP, proof of its current registration as a pre-qualified Consultant in '**Architecture**' with the Department of Property Management and Construction.
 - 2. For Additional Information: [DPMC Consultant Search](#)
- C.** Firm shall have sufficient staff, equipment, materials, and overall capability to meet the scope of this RFP.
- D.** Awarded Firm 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.
- E.** Proposing Firm should submit a copy of any required licenses or certifications with submission.
- F.** Firm must hold a current License for any equipment and/or service(s) required by statute (if/where applicable) and a current business license.
- G.** Firm must comply with all OSHA requirements and regulatory requirements regarding safety standards.
- H.** Awarded Firm 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 Firm regarding any Federal, State, or municipal law, rule, regulation, ordinance while work is performed.
- I.** Firm shall adequately secure and protect tools, equipment, materials, and supplies. The University assumes no liability for any damage, theft, or negligent injury to the Firm's property or to the property of any of its employees, agents, or subcontractors.
- J.** All services provided under contract shall conform to all requirements of all Federal, State, and/or local regulatory regulations.
- K.** Primary firm and all subcontractors (if applicable) must be registered in the state of New Jersey, including, but not limited to the NJ Business Registration.

XV. CUSTOMER SERVICE REQUIREMENTS

- A.** The awarded Contractor must designate and provide a primary and secondary account manager that will serve as the points of contact for all business-related matters.
 - 1. Contact information and a brief resume for both primary and secondary account managers should be included in the submission for evaluation purposes.
- B. Contracting & Scope of Work (Quotes)**
 - 1. All services performed under this RFP shall be based upon a single Contract.
 - 2. Each Scope of Work provided to the University must include the RFP Title, Contract number, and detailed information that is representational of the contractual pricing. The University reserves the right to have the Contractor modify information in order to process orders and ensure contractual pricing is being followed. The University will receive and evaluate each Scope of Work (quote) from the Contractor. The issuance of a Purchase Order (PO) by the

University shall serve as confirmation of agreement regarding the estimated project construction cost and associated fees.

XVI. PRICING & PAYMENTS

A. Pricing will be provided and calculated based on an all-inclusive cost model pertaining to the following categories:

1. Percentage Fee Based on Estimated Project Construction Cost, by Tier

a. The University and Awarded Contractor shall collectively establish an estimated project construction cost. The payment to the Awarded Contractor shall be based on a percent fee of the agreed upon estimated project cost, in relation to the following three (3) project construction cost tiers. Bidder shall submit percentage fees based on the three tiers below on the 'Proposal Pages' of this RFP.

- Tier One: \$0.00 to \$99,999.99
- Tier Two: \$100,000 to \$999,999.99
- Tier Three: \$1,000,000 and above

b. Tier Pricing: In the event that additional services are required from the awarded Contractor, causing the construction cost tier to increase from 1 to 2, or tier 2 to 3, all pricing/payments will be calculated based on the original tier established through the estimated project construction cost.

c. Alternates: The awarded Contractor shall be compensated for project Alternates regardless of acceptance by the University, and compensation will be based on the proposed costs to the University by the awarded construction/project contractor.

d. Change Orders: (1) In instances where a change order is required increasing the cost of the project, whereby the awarded Contractor is required to perform any additional services, such cost increases shall be calculated in any payment to the awarded Contractor. (2) In instances where a change order is required increasing the cost of the project, whereby the awarded Contractor is not required to perform any additional services, such cost increases shall not be calculated in any payment to the awarded Contractor.

2. Hourly Rates for Professional Skill Classifications

a. Hourly rates will be provided and calculated based on specific professional skill classifications.

b. The University includes prescribed Classifications on the 'Proposal Pages' of this RFP, that must include an hourly rate. If a prescribed Classification is not aligned to the Bidder's organizational structure, then Bidder may include an 'equivalent' classification at its discretion. Each prescribed Classification, or its equivalent listed by the Bidder, must include an associated hourly rate.

c. The Bidder may also include additional Classifications at its discretion.

B. The University will receive and evaluate each Scope of Work (quote) from the awarded Contractor. The issuance of a Purchase Order (PO) by the University shall serve as confirmation of agreement regarding the estimated project construction cost and associated fees.

C. The proposed fees and rates cannot be increased for the full duration of the Contract resulting from this RFP.

- D. All pricing set forth in response to, or made part of any contract resulting from this RFP, shall be considered a maximum value. The awarded Contractor may charge the University less than the proposed or contractual pricing.
- E. 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 Firm 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 awarded Firm.
- F. 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 meant to be 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 work 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.
- G. 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.
- H. 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.
- I. 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.
- J. If the Firm puts a zero (0) on an item in the price schedule, the University conclusively deems that price to be zero and that the Firm is offering the item to the University at no cost. Any other notations, such as "N/A" or a blank unit price will be interpreted as an item which the firm cannot supply or deliver and therefore, may result in the submission being deemed non-responsive.
- K. 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.
- L. 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 Firm and the carrier.

- M. Proposal pricing must remain valid for no less than sixty (60) days from the submission due date. If awarded, Vendor agrees not to raise any price(s) for the duration of the contract, except as allowed by the contract.
- N. 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 Proposal Page(s) of this RFP. The data should be entered as requested and any changes may result in rejection of submission.*

XVII. 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.

XVIII. POST AWARD

- A. Following the “Notice of Intent to Award,” the Awarded Vendor(s) shall receive a Contract with a request to review terms, deliverables, costs, and the University’s expectations in general. The Awarded Vendor will be able to address any Contract questions or concerns at this time. If the Awarded Vendor does not receive a Contract within seven business days of award, please email Regina.Rosenello@stockton.edu for an update.

XIX. SUBMISSION REQUIREMENTS

- A. In order to be considered, vendors 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. Firms should provide detailed information for each scoring category for evaluation purposes:

In order to be properly evaluated, Firms are encouraged and should submit information relating to the evaluation and selection criteria detailed in this RFP. The University will evaluate Firms 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 on the following page.

Section	Section Title
Section 1	<i>Proposal Page(s) / Pricing</i>
Section 2	<i>Firm + Key Personnel Experience, Qualifications & References</i>
Section 4	<i>Ability to Meet the Needs of the University</i>
Section 5	<i>Any additional/supplementary information the firm would like to submit for consideration</i>
Section 6	<i>‘Required Procurement Documents’ (see page 4 of this RFP for a list of the required documents)</i>

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, firm acknowledges and consents to the conditions set forth herein relative to the submission review and consideration of proposal.

The University may request that any firm clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within two (2) business days of any request for clarification by the University, unless explicitly modified otherwise in writing. The purpose of such communication with the Proposer, either through an oral presentation or a letter of clarification, is to provide an opportunity to clarify or elaborate on the proposal. Action by the University in this regard should not be construed to imply acceptance or rejection of a bid proposal. Original proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other proposals are permitted. Proposers may not attend presentations made by their competitors.

The award of this RFP will be based upon a review and analysis of all proposals to determine which proposal(s) best meets the University’s needs. The contract award will be based on a points-earned matrix derived from a service and financial evaluation:

Evaluation & Selection Criteria	Points
Firm + Key Personnel. Experience, Qualifications & References	0 – 35
Ability of Firm to Meet the Needs of the University	0 - 40
Pricing (Proposal Page)	0 - 25

Notes:

- *The University will evaluate Firms 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. Vendors 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 firm.
- 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.

Submission Instructions

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

Vendor Portal: Bid Proposal Submission Instructions

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

- 1) Access the Vendor Portal Website
- 2) Log into the '*Vendor Portal*' with your username and password
- 3) From the list of available options, select: "*Submit Proposal/Bid*"
- 4) Select the appropriate Bid/RFP for which you would like to upload a submission
- 5) Select the "*Choose File*" button. After file is added, click the "*Continue*" button to submit

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

Vendor Portal: Bid Proposal Submission Notes

- Valid file types for submission include PDF, Word, and Excel. The University highly prefers submissions as a single-combined PDF; however, not conforming to this preference will not affect evaluation.
- After a file is submitted, you will receive an on-screen, and email verification for your records. You may also view your submission in the ***Vendor Portal*** by selecting the option, *View Submitted Proposals/Bids.* o 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 recent uploaded version will be considered.

PROPOSAL PAGES

(Page 1 of 2)

<u>Percentage Fee Based on Project Construction Cost</u>	
<i>Percentage Fees are all-inclusive</i>	
<u>Construction Cost Tiers</u>	<u>Percentage Fee</u>
Tier One: \$0.00 - \$99,999.99	%
Tier Two: \$100,000 - \$999,999.99	%
Tier Three: \$1,000,000 and above	%

Reference the "Pricing" section on page 14 of this RFP for additional details.

<u>Hourly Rates for Professional Skill Classifications</u>		
<i>Hourly Rates are all-inclusive</i>		
<i>Bidder must include an hourly rate for each Classification listed below, or its Equivalent Title, as Detailed by Bidder</i>		
<u>Professional Skill Classification</u>	<u>Equivalent Title (if applicable)</u>	<u>Hourly Rates</u>
Principal / Partner		\$
Project Manager		\$
Senior Architect		\$
Architect		\$
Associate Architect		\$
CAD Drafter		\$
Support Personnel		\$
Bidder May Include Additional Classifications Below at its Discretion		
<i>(Listing additional Classifications is not mandatory)</i>		
<u>Professional Skill Classification</u>	<u>Hourly Rates</u>	
	\$	
	\$	
	\$	
	\$	
	\$	

Reference the "Pricing" section on page 14 of this RFP for additional details.

The prescribed Classifications listed above must include an hourly rate. If a prescribed Classification is not aligned to the Bidder's organizational structure, then Bidder may include an 'equivalent' classification at its discretion. However, each prescribed Classification, or its equivalent listed by the Bidder, must include an associated hourly rate. The Bidder may also include additional Classifications at its discretion. Reference the "Pricing" section on page 14 of this RFP for additional details.

Vendor Name	
Rep. Name & Signature	

(Proposal Pages continued on following sheet)

PROPOSAL PAGES

(Page 2 of 2)

Proposing Firm Information

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

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

Primary Contact for Project

Name	
Phone	
Email	

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

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

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

Firms 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.

REFERENCE #1	
Organization Name	
Organization Type	
Representative Contact	
Address	
Phone	
Email	
Professional Relationship	

REFERENCE #2	
Organization Name	
Organization Type	
Representative Contact	
Address	
Phone	
Email	
Professional Relationship	

REFERENCE #3	
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.

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

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.

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. At the time of proposing, the Bidder shall submit a list of Subcontractors, the type of work performed, and other pertinent data so as to qualify the Subcontractor's capabilities. Please see the '*Subcontractor Disclosure*' Form within the "Required Procurement Documents" section of this RFP.

X. SALE OR BANKRUPTCY OF BUSINESS

- A. If during the life of this Agreement, the Contractor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser. In this event, the new owner(s) may, in Stockton University' discretion, be required to submit a performance bond in the amount of the value of services to be delivered pursuant to this Agreement.
- B. In the event of the institution of any proceedings by or against the Contractor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of the Contractor, Stockton University shall have, in addition to the rights previously stated, the right to cancel this Agreement forthwith.

XI. INDEMNIFICATION

- A. The Contractor shall indemnify, defend, and hold harmless the University, its employees, representatives, and agents from and against any and all losses, suites, claims demands, fines, penalties, awards, damages, costs, and expenses as well as reasonable attorney fees and court costs arising out of or in connection with:
 - 1. Any negligence, default, breach, errors, or omissions by the Contractor of obligations under this Contract; or
 - 2. Violations or non-compliance with federal, State, local or municipal laws & regulations ordinances, building codes (including Americans with Disabilities Act, OSHA Environmental Protection Act) arising from the performance of this Contract or arising out of conditions created or caused to be created by the Contractor, its agents, employees, and Subcontractors.
- B. The University is a State entity under and subject to the provisions of N.J.S.A. 18A:64-1 et seq. prohibiting it from providing indemnification to entities not specifically cited in N.J.S.A. 18A:64-82. Any Contract signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), and the availability of appropriations.
- C. Contractor shall reimburse, and make good to the University all monies, which the University or its representatives shall pay, or cause to be paid, or become liable to pay, by reason of such claims, or in connection with any litigation, investigation or other matters connected therewith.
- D. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

XII. INSURANCE

- A.** Contractor agrees to obtain and maintain, at its sole expense, the insurance coverage described below. All insurance must be placed with an insurance company licensed to conduct business in the State of New Jersey and maintaining an A.M Best Rating of “A” or better with a financial size rating of Class XI or larger. All insurance required herein shall be written on an Occurrence basis, unless otherwise noted, shall contain a waiver of subrogation in favor of Stockton University and the State of New Jersey, and will be in effect no later than 12:01 A.M. at the start of the day of the Contract and must remain in effect for the duration of the Contract, including any extensions.
- B.** Contractor agrees that no insurance policy will be cancelled, reduced, or revised without thirty (30) days prior written notice to Stockton University. In addition, required insurance will be primary to any other insurance available and any limitations of Vendor’s insurance will not relieve the Vendor of its indemnification responsibilities to Stockton University and the State of New Jersey per the *Indemnity* section of this Project.
- C.** All such policies shall name Stockton University and the State of New Jersey as “Additional Insured.” The New Jersey Educational Facilities Authority shall also be named as an additional insured for buildings in which their interests appear.
- D.** The Vendor shall show evidence of, prior to the commencement of services, and maintain, at its own expense, until final acceptance by the University of all services required under the Agreement, insurance for liability for damages imposed by law and assumed under the Agreement, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State of New Jersey. The University prohibits capping liability to anything less than the liability insurance coverage.
- E.** The Vendor shall procure and maintain the below listed types of insurance with limits of liability in at least the amounts also listed below:

 - 1.** Workers’ Compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the employees of Vendor who will be engaged in the performance of work under this Contract.
 - 2.** Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence; one million dollars (\$1,000,000) disease, each employee; and one million dollars (\$1,000,000) disease, aggregate limit.
 - 3.** Commercial General Liability written on a current ISO Occurrence Form or equivalent. The General Liability policy will include, but not be limited to, coverage for bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, sexual abuse and molestation, contractual liability, and fire legal liability. Vendor agrees to maintain the following general liability limits of coverage:

 - a.** Per Occurrence: \$1,000,000
 - b.** Products/Completed Operations Aggregate: \$2,000,000
 - c.** Personal and Advertising Injury: \$1,000,000
 - d.** General Aggregate: \$2,000,000 (Note: a “per location or project” endorsement shall be included to ensure the general aggregate limit applies separately to the Stockton location or project.)

4. Comprehensive Automobile Liability written on an occurrence basis covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.
 - ~~5. Excess Liability, umbrella insurance, follow form, applying excess of the commercial general liability, commercial automobile liability and employer's liability insurance in minimum amounts of ten million dollars (\$10,000,000) per occurrence, ten million dollars (\$10,000,000) general aggregate, and ten million dollars (\$10,000,000) products/completed operations.~~
 - ~~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.

- 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 intent to award will be sent in writing (via email) to all Firms that submitted a proposal, naming the selected Firm. It will be sent to the designation listed on the Proposal Page of this RFP under the section “Primary Contact for Project.”**
- C. Short procedural inquiries may be accepted by telephone by the buyer noted for this Project. However, oral explanations or instructions given over the telephone shall not be binding upon the University. Firms shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this Project.**
- D. If a joint venture is submitting an RFP, the agreement between the parties relating to such joint venture shall be submitted with the joint venture’s submission.**
- E. Submissions which, in the sole judgment of Stockton, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions, deletions, strikethroughs or contain errors may be rejected.**
- F. The 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 Firms for any costs associated with the preparation or submittal of a response.
- N.** The University does not allow payment of attorney fees for litigation regardless of disposition of matter.
- O.** By responding to this 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.

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](#).

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 (click on Wage & Hour and then go to Registration & Permits).
- K. Pursuant to N.J.S.A. 34:11-56.51: No vendor shall bid on any Contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the vendor is registered pursuant to this act. No vendor shall list a subcontractor in a bid proposal for the Contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No vendor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the Contract, unless the vendor or subcontractor is registered pursuant to that act.
- L. Snow plowing Contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Vendor Registration Act.

IV. AMERICANS WITH DISABILITIES ACT

- A. The vendor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.

V. RIGHT TO AUDIT

- A. Pursuant to N.J.A.C. 17:44-2.2, the New Jersey Office of the State Comptroller (OSC) has the authority to audit or review Contract records that are relevant records of private vendors or other persons entering into Contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

VI. MAINTENANCE OF RECORDS

- A. The Contractor shall maintain all documentation related to the products, transactions, or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

VII. PAY TO PLAY PROHIBITIONS

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

6. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
7. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
8. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

VIII. POLITICAL CONTRIBUTION DISCLOSURE

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

IX. OWNERSHIP DISCLOSURE

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

X. STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

- A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, Firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;
- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards;
- C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, Contract or other agreement, express or implied, or sell any interest in such vendor to, any University officer or employee, State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, Firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of a University officer or employee, State officer or employee or special State officer or

employee upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest;

- D. No vendor shall influence, or attempt to influence or cause to be influenced, any University officer or employee, State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
- E. No vendor shall cause or influence, or attempt to cause or influence, any University officer or employee, State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F. The provisions cited above shall not be construed to prohibit a University officer or employee, State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

XI. TAX CHARGES

- A. Stockton University is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

XII. PAYMENT TO PRIME CONTRACTOR, SUBCONTRACTOR & SUB-SUBCONTRACTOR

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

- 1. If a subcontractor or sub-subcontractor has performed in accordance with the provisions of its Contract with the prime Contractor or subcontractor and the work has been accepted by the University, the University's authorized approving agent, or the prime contractor, as applicable, and the parties have not otherwise agreed in writing, the prime Contractor shall pay to its subcontractor and the subcontractor shall pay to its sub-subcontractor within 10 calendar days of the receipt of each periodic payment, final payment or receipt of retainage monies, the full amount received for the work of the subcontractor or sub-subcontractor based on the work completed or the services rendered under the applicable contract. In the case of ongoing work on the same project for which partial payments are made, the amount of money owed for work

already completed shall only be payable if the subcontractor or sub-subcontractor is performing to the satisfaction of the prime Contractor or subcontractor, as applicable.

2. If a payment due pursuant to the provisions of this section is not made in a timely manner, the delinquent party shall be liable for the amount of money owed under the Contract, plus interest at a rate equal to the prime rate plus 1%. Interest on amounts due pursuant to this section shall be paid to the prime Contractor, subcontractor or sub-subcontractor for the period beginning on the day after the required payment date and ending on the day on which the check for payment has been drawn.
3. All Contracts for the improvement of structures entered into after the effective date of P.L.2006, c.96 between owners, prime Contractors, subcontractors, or sub-subcontractors shall provide that disputes regarding whether a party has failed to make payments required pursuant to this section may be submitted to a process of alternative dispute resolution. Alternative dispute resolution permitted by this section shall not apply to disputes concerning the Bid solicitation or award process, or to the formation of Contracts or subcontracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted inside of this State and the prevailing party shall be awarded reasonable costs and attorney fees.

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

I. COMPLIANCE CODES AND WITH LAWS & STANDARDS

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

II. PUBLIC WORKS VENDOR REGISTRATION ACT

- A. The New Jersey Public Works Vendor Registration Act requires all vendors, subcontractors and lower tier subcontractor(s) who engage in any Contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

III. BUILDING SERVICE

- A. Pursuant to N.J.S.A. 34:11-56.58 et seq., in any Contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the vendor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the Contract.

IV. THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

- A.** The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this Contract. Therefore, all goods offered for purchase to the University must be labeled by the vendor in compliance with the provisions of the statute.

V. SERVICE PERFORMANCE WITHIN U.S.

- A.** Under N.J.S.A. 52:34-13.2, all Contracts primarily for services awarded by the Director of Procurement & Contracting shall be performed within the United States, except when the Director of Procurement & Contracting certifies in writing a finding that a required service cannot be provided by a vendor or subcontractor within the United States and the certification is approved by the New Jersey State Treasurer. For reference, please see the Source Disclosure form listed within the “Required Procurement Documents” section of this 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).

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.

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.