



# Request for Proposal

## **RFP 26-21 Air Filters (Reissue)**

Stockton University  
Office of Procurement, Contracting, and Risk Management  
Division of Administration and Finance  
101 Vera King Farris Drive: Upper N-Wing  
Galloway NJ 08205  
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**Schedule of Events Timetable**

• <b>Advertisement Date</b>	→	<b>March 04, 2026</b>
• <b>Site Visit</b> <i>(see table below for details)</i>	→	<b>N/A</b>
• <b>Questions Due</b>	→	<b>March 10, 2026</b>
• <b>Answers Posted to Website</b> <i>(Addendum)</i>	→	<b>March 13, 2026</b>
• <b>Submissions Due</b> <i>(see table below for details)</i>	→	<b>March 25, 2026, 2:00 p.m.</b>

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

<b>Site Visit Information</b>	<b>RFP Opening Information</b>
N/A	<ul style="list-style-type: none"> <li>Interested parties may meet in Upper N-Wing Conference room (N123), located on the Galloway, NJ campus. If using the elevator, please use floor button #1. Interested parties will also be able to attend the RFP Opening via Zoom. Zoom information will be posted on the Office of Procurement &amp; Contracting <a href="#">website</a> in the corresponding project table.</li> <li>Attending the Bid Opening is not mandatory.</li> </ul>

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

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

**Question & Answer Period**

All questions shall be submitted via email, and should contain the following in the subject heading:  
***“RFP 26-21 Air Filters” (Reissue)***

- ✓ Questions regarding this RFP shall be sent to: [rfp-purchasing@stockton.edu](mailto:rfp-purchasing@stockton.edu)
  - Questions will be answered as an Addendum and posted on the [Procurement & Contracting website](#) on the date indicated above in the ‘*Schedule of Events Timetable*.’
  - Firms are not to contact any University department directly, in person, by telephone, email, or fax concerning this RFP.
  
- ✓ Questions regarding opening documents or accessing items on the website should be sent to:
 

Regina Rosenello, Esq.  
Director of Procurement, Contracting, and Risk Management  
E-mail: [Regina.Rosenello@stockton.edu](mailto:Regina.Rosenello@stockton.edu)

**Required Procurement Documents**

The documents below are Procurement documents mandated by State regulation and University policy. All documents as listed must be included with your submission in order for your proposal to be deemed responsible for this offering.

**Required Procurement Documentation & Vendor’s Checklist**

**Failure to Include the Below Requested Documentation Will Result in An Automatic Rejection of Vendor’s Submission (# 1 – 4)**

*Note: Forms # 1 through 4 below cannot be modified after submission and will only be considered as received*

1	<b>Proposal Page(s)</b> (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	<a href="#">Ownership Disclosure</a>	
4	<a href="#">Non-Collusion Affidavit</a> ➤ Must be notarized and include stamp/seal	

**The Below Requested Documentation Should be Included in Submission and Shall be Required Before Contract Award**

5	<a href="#">Disclosure of Investment Activities in Iran</a>	
6	<a href="#">Subcontractor Utilization Form</a> (This form is required even if no subcontractors are being utilized)	
7	<a href="#">Source Disclosure Form</a>	
8	<a href="#">Disclosure of Investigations &amp; Other Actions Involving Vendor Form</a>	
9	<a href="#">Employee or Relative Disclosure Requirement</a>	
10	<a href="#">Exhibit A: Mandatory EEO Language for Goods, Professional Services and General Service Contracts</a> Please note, <b>one</b> of the following forms is required as evidence of Exhibit ‘A’ EEO Language. ➤ Letter of Federal Affirmative Action Plan ➤ Certificate of Employee Information Report ➤ Employee Information Report Form AA-302 (Submission may be made on the <a href="#">New Jersey Treasury website</a> )	
11	<a href="#">New Jersey Business Registration Certificate</a> ➤ Vendors should verify their NJ BRC on the <a href="#">Online Business Registration Certificate Service</a> ➤ NJ Business Registrations must be valid at the time of award	
12	<a href="#">Taxpayer Identification Request (W-9)</a>	
13	<a href="#">Public Works Certificate(s)</a> (This documentation is provided by the proposing firm) If a Public Works Certificate is required for any work, it must be available at time of submission.	N/A
14	<a href="#">Proof of Ability to Obtain Required Insurance</a> (This documentation is provided by the proposing firm)	

*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 may be disqualified.*

### 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.

### PROPOSAL 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 can all be accessed once you login into the Purchasing website at [www.stockton.edu/purchasing](http://www.stockton.edu/purchasing). It is the responsibility of the firm to monitor the website for any changes, addenda, additions, clarifications, cancellations etc., as related to this RFP.
- The University reserves the right to reject any or all proposals or to award in whole, or in part, if deemed to be most advantageous to the University, price, and other factors considered. Furthermore, the University reserves the right to waive any other RFP requirement in its sole discretion when such waiver is in the best interest of the University and where such waiver is permitted by law.

### UNIVERSITY BACKGROUND

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

### GENERAL DEFINITIONS

- A. Addendum:** Written revision to this RFP issued by the Office of Procurement & Contracting.
- B. All-Inclusive Price:** A price that is all-inclusive of all direct and indirect costs, including, but not limited to, delivery, direct labor costs, overhead, fee or profit, equipment, materials, supplies, managerial support, documents, forms, reproductions thereof and any other costs. No additional fees or costs shall be paid by the University unless there is a change in the scope of work.
- C. Amendment:** A change in the scope of work to be performed by the Vendor after Contract award. An amendment is not effective until signed by the University's Vice President for Administration and Finance and Chief Financial Officer or designee.
- D. Awarded Vendor:** The firm awarded a Contract resulting from this RFP.
- E. Contract:** The Contract awarded as a result of this RFP and shall consist of any addenda to this RFP, this RFP (including the University's Standard Contract Terms and Conditions), the firm's proposal and the University's Service Agreement incorporating these documents and signed by the Vendor and the University's Vice President for Administration and Finance and Chief Financial Officer.
- F. Contractor:** The entity providing a proposal in response to this offering.
- G. Firm:** The entity providing a proposal in response to this offering.
- H. Joint Venture:** A business undertaking by two or more entities to share risk and responsibility for a specific project.
- I. May:** Denotes that which is permissible, but not mandatory.
- J. Mobile Garbage Bin:** A trash receptacle designed to be hoisted, transported, and emptied.
- K. Must:** Denotes that which is a mandatory requirement.
- L. Pass-Through Cost:** A cost to which has no element of overhead, administrative expense, or profit added, such that the specific amount of such cost is included without modification.
- M. Project:** The undertakings or services that are subject to this offering.
- N. Proposer:** The entity providing a proposal in response to this offering.
- O. Request for Proposal (RFP):** This document, which establishes the project and contract requirements and solicits proposals to meet the needs of the University.
- P. Shall:** Denotes that which is a mandatory requirement.
- Q. Should:** Denotes that which is recommended, but not mandatory.
- R. State:** State of New Jersey
- S. Subcontractor:** An entity having an arrangement with the awarded vendor, whereby the awarded vendor uses the products and/or services of that entity to fulfill some of its obligations under its Contract, while retaining full responsibility for the performance of all of its obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the University, only with the awarded vendor.
- T. University or The University:** Refers to Stockton University.
- U. Vendor:** The entity providing a proposal in response to this offering.

## I. PROJECT INTRODUCTION

- A. The University is looking to contract with a Firm for air filters to service all University campus locations on an as-needed basis.
- B. It is anticipated that this RFP will result one (1) contract award for the full scope of work. However, the University reserves the right to award or not award any Firm in its sole discretion.
- C. **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 assessment. For more information, please see the "*Evaluation & Selection Criteria*" section of this RFP.

## II. SCOPE OF SERVICES

### A. Air Filters

- 1. The University is looking to purchase a wide variety of air filters, which may have standard or custom (exact) dimensions, and constructed with various materials to meet the needs of all campus purposes.
- 2. Firm shall be able to provide air filters, including, but not limited to, all items listed on Attachment 'A' Air Filters (Attachment 'A' can be found on the Office of Procurement & Contracting website, within the RFP project table).
  - a. The filters listed on Attachment 'A' are representational and designed to illustrate the primary needs of the University, including anticipated quantity per fiscal year. However, the provided list of filters is not intended to be limiting or exclusive, and the University may purchase items from the awarded Firm not specifically listed therein.
- 3. 1", 2" & 4" filters are to be constructed of industry standard cardboard ("beverage board") with a pleated synthetic filter media and are to be rated MERV 8 unless otherwise noted.
- 4. The articulated poly ring filters are to be constructed of two metals frames of equal size, so they can be folded to ease installation in spaces without adequate clearance for a rigid one-piece filter. The filter media should be 3 ply.
- 5. 4" MERV 14 filters can be constructed of either beverage board or plastic frames and a pleated synthetic media filter. Filters shall be constructed with no headers.
- 6. V-shaped box filters are 4 panel, 2V filters constructed of plastic frames and synthetic media and must be of at least 85% efficiency.
- 7. Bag filters shall be as follows: Synthetic media. 3 pocket filters required for the 12 x 24 x 18 bag, 5 pocket filters for the 20 x 20 x 18 and 20 x 24 x 18 bags, and 6 pocket filters for the 24 x 24 x 18 bag.
- 8. Where EXACT SIZE is specified, the air filter supplied to the University must be of exact measurements listed for height and length. Width will be the same as if it were a nominal size filter.

**B. Ordering Information**

1. The University will order air filters on an as needed basis, in its sole discretion. However, a breakdown of the University's historical ordering methodology is detailed below. Please note, these general practices are for informational purposes only, and the University makes no guarantees regarding orders.
  - a. The University intends to place filter orders on a quarterly basis, with the exception of 12" and Bag type filters, which are generally ordered annually.
  - b. The University intends to order in multiples of the following quantities:
    - 1" – Quantity of 12
    - 2" – Quantity of 12
    - 4" – Quantity of 6
    - Articulated Poly Ring – Quantity of 12
    - MERV 14, Bag and Box (V-Force) – Quantity of 1

**C. Delivery Requirements**

1. Filters must be delivered within 8 weeks (after receiving University Purchase Order) on wrapped pallets, separated by size within reasonable expectations.
2. All order shipments must be delivered COMPLETE, unless otherwise approved by the University's representative.
  - a. As an example: An exception may be permitted where the bulk of an order can be delivered at once, and the balance shortly thereafter in a separate shipment.
3. It is the awarded Firm's responsibility to notify the University of any delivery which may be delayed, or, to notify of any shipment that will arrive incomplete. The University reserves the right, without penalty, to decline any shipment which is not fully complete without prior approval.

**D. Notice to Proceed with Work:** No orders shall be processed until after the University receives a quote/estimate and issues a Purchase Order to the awarded Firm. In rare emergency circumstances, the University may provide the Firm with an approval to proceed with work prior to receiving a quote/estimate and Purchase Order.

**E. Air Filter Campus Locations** may include, but will not necessarily be limited to, the following:

1. Galloway, NJ
2. Atlantic City, NJ
3. Hammonton, NJ
4. Manahawkin, NJ
5. Woodbine, NJ

**F. Basis of Design and Compatibility**

1. In any instance where this RFP details specific brands/models as a basis of design to meet the needs of the University and to demonstrate acceptable items; Firms may submit alternate solutions that meet or exceed the specifications and features of the referenced products as listed in this RFP. However, the University in its sole discretion, will determine if an alternate solution is acceptable.

2. If an alternative solution is proposed, the Firm shall supply informational material for evaluation and consideration purposes. Failure to provide informational material may result in a solution being deemed as a non-equivalent product.
3. Any proposed solution must be compatible with existing University infrastructure.

### III. CONTRACTOR QUALIFICATIONS & REQUIREMENTS

- A. Proposing firm must have a minimum of five (5) years' experience providing the materials and/or services listed in this RFP.
- B. Firm shall have sufficient staff, equipment, materials, and overall capability to address the University's needs.
- C. Firm must be a certified reseller/distributor of all products being sold to the University.
- D. Firm must hold a current License for any equipment and/or service(s) required by statute (if/where applicable) and a current business license.
- E. Firm must comply with all OSHA requirements and regulatory requirements regarding safety standards.
- F. 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.
- G. Primary firm and all subcontractors (if applicable) must be registered in the state of New Jersey, including, but not limited to, NJ Business Registration Certificate and Public Works Certificate.
  1. Any invoice submitted for work requiring prevailing wage shall be accompanied by certified payroll. Failure to submit certified payroll may result in a delay in payment.

### IV. CUSTOMER SERVICE REQUIREMENTS

#### A. **Standard Operational Services**

1. The awarded firm must designate and provide a primary and secondary account manager that will serve as the points of contact for all business-related matters.
  - a. Contact information and a brief resume for both primary and secondary account managers should be included in the submission for evaluation purposes.
2. The University is looking to create a professional working relationship with the awarded Firm and the Account Managers are expected to directly respond to routine phone calls, emails, general issues, and concerns. Providing generic contact information such as '1-800' numbers or all-purpose email addresses should be avoided.
3. **Service & Response Times:**
  - a. Firm must guarantee a response time within six (6) hours for all requests or issues on normal business days, unless otherwise mutually scheduled by the University and awarded Firm.
  - b. Note: Although a guaranteed response time is defined, the University expects the awarded firm to make every effort to act immediately before the time window expires.
  - c. After acknowledgement of a request, the University and Firm will develop a schedule for the work to be performed. The Firm must have reasonable availability to service the University's account, inclusive of all campus locations.

**B. Estimates & Invoicing**

1. All quotes must contain detailed information that is representational of the pricing provided by the awarded Firm on the ‘*Proposal Pages*’ of this RFP.
2. Contractor shall invoice the University based only upon the actual billable expenses.
  - a. In the event that the Firm submits an estimate, or if the University issues a Purchase Order, containing costs in excess of the true invoiced amount, the University will only make payment on the actual billable expenses.
3. Quotes/Estimates to the University shall include information to verify contractual pricing, which may include, but are not necessarily limited to the following information and formatting (where applicable):
  - a. Material Costs: Cost to the Contractor + Percent Markup = Total Cost to the University
4. The University reserves the right to request that the awarded Firm substantiate material costs by providing invoices or receipts detailing the purchase price from the original manufacturer/vendor. Failure to fulfil such a request may be considered a breach of contract.
5. If the Awarded Firm is quoting an item not accounted for as part of the pricing on the ‘*Proposal Pages*’ of this RFP, then the quote shall indicate that the cost is at a negotiated rate.
6. The University reserves the right to have the Awarded Firm modify information supplied on quotes or invoices in order to process orders and ensure contractual pricing is being followed.
7. Vendor shall provide electronic invoicing to a designated Stockton email address.

**V. GUARANTEES & SAFEGUARDS**

- A. A one-year warranty shall be provided in which the Firm guarantees remedies for any defective product (from delivery acceptance date) which has not yet been installed. Replacement units shall be provided at no additional charge to the University.
- B. Under no circumstance shall the Firm charge the University a restocking fee. Any quote and /or invoice provided to the University for restocking fees under the RFP award will be denied.
- C. All equipment, parts or supplies utilized under this contract shall be new, of first quality and Original Equipment Manufacturer (OEM) unless otherwise agreed in writing by the University.

**VI. PROPOSAL PRICING**

- A. **Pricing will be based on two (2) distinct categories** (see the ‘*Proposal Pages*’ of this RFP for details pertaining to the pricing information listed below).
  1. **Category #1: Fixed Pricing (per air filter)**
    - a. **The University requires fixed pricing for air filters, for the first year of contract award. This prices for air filters must remain fixed for the first year of award, no adjustments will be considered.**
  2. **Category #2: Percent Increase based on Material Cost to Awarded Firm (per air filter)**
    - a. **This pricing methodology will account for air filters not specified within the Fixed Pricing list for the first year of contract award.**
    - b. **For the second and third years of contract award, the Percent Increase methodology will be utilized for all filters, and will supersede the fixed pricing required for year one.**
- B. **Pricing for material to the University will be based on a maximum percent increase on material costs to the Firm. The proposed maximum percentage increase on material will remain unchanged for all contractual years of this RFP** (see the ‘*Proposal Pages*’ of this RFP for details).

- C. 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 Firm may charge the University less than the proposed or contractual pricing.
- D. Specific dates for each contractual year will be detailed in the subsequent contract with the awarded Firm.
- 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 Firm 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 awarded Firm 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 Awarded Firm(s) and the University. The awarded Firm 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 vendor shall be responsible for securing and paying for all necessary permits, including application fees, where applicable and requested by the University. The vendor 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 price changes shall preclude a contract award from being made to the Proposer.
- I. All pricing submitted for this RFP must remain constant for the duration of 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.*

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

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

**VIII. POST AWARD**

- A. Following the “Notice of Intent to Award” letter, the awarded Vendor(s) may receive a contract with a request to review terms, deliverables, costs, and the University’s expectations in general. The awarded vendor will be able to address any contract questions or concerns at this time. If the awarded Vendor does not receive a contract within seven days of the Notice of Intent to Award, being issued, please email [Regina.Rosenello@stockton.edu](mailto:Regina.Rosenello@stockton.edu) for information.

**IX. SUBMISSION REQUIREMENTS**

- A. In order to be considered, vendors must submit a complete response to this RFP.
- B. Submissions should be presented in a straightforward, concise, and clear manner (HIGHLY preferred in PDF format and as a single file), so that it can be easily comprehended and understood by reviewers not necessarily experts in the subject matter. Every effort should be made to avoid duplicating the information presented in the submission. Submissions in dissimilar formats will be considered informal and may be rejected.
- C. Proposals shall not contain Uniform Resource Locators (URL) or web addresses. The internet contains dynamically changing content, and any inclusion of a URL or web address is indicative of potentially changing information. Inclusion of a URL or web address implies that the 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:

Section	Section Title
<b>Section 1</b>	<i>Proposal Page(s) / Pricing</i>
<b>Section 2</b>	<i>Firm + Key Personnel Experience, Qualifications &amp; References</i>
<b>Section 4</b>	<i>Ability to Meet the Needs of the University</i>
<b>Section 5</b>	<i>Any additional/supplementary information the firm would like to submit for consideration</i>
<b>Section 6</b>	<i>‘Required Procurement Documents’ (see page 4 of this RFP)</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 a firm clarify any information contained in its Proposal. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities, or clerical errors. Clarifications cannot correct any deficiencies or material omissions. Proposer is required to provide a written response to such requests. A request for clarification by the University shall not be construed to imply acceptance or rejection of a proposal. Comments regarding other proposals are not permitted, and proposers may not attend interviews or presentations made by competitors.

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

Evaluation & Selection Criteria	Points
Firm + Key Personnel. Experience, Qualifications & References	0 – 35
Ability of Firm to Meet the Needs of the University	0 - 35
Pricing (Proposal Page)	0 - 30

**Notes:**

- *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 should not rely on the University’s knowledge, history, or independent research for assessment.*
- 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.

### **Bid Proposal: Submission Instructions**

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

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

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

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

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

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#### **Vendor Portal: Bid Proposal Submission Notes**

- Valid file types for submission include PDF, Word, and Excel. The University highly prefers submissions as a single-combined PDF; however, not conforming to this preference will not affect evaluation.
- After a file is submitted, you will receive an on-screen, and email verification for your records. You may also view your submission in the **Vendor Portal** by selecting the option, '*View Submitted Proposals/Bids.*'
  - Note: Although Bidders may view their own Bid Proposals immediately, the Office of Procurement & Contracting does not have the ability to view Bidder submissions until after the due date and time have elapsed.
- Do not provide links to any external locations for files to be retrieved, as the University will reject any submissions in this manner.
- If multiple files are submitted with duplicative information (such as two '*Proposal Pages*'), then only the most recently uploaded version will be considered.

#### **Evaluation and Selection Criteria:**

An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified. Submissions shall include all information requested on the Required Procurement Documents page of this RFP.

**PROPOSAL PAGES**

*(Page 1 of 2)*

#	Air Filter Description	Item Number	Quarterly Estimate	Annual Estimate	Year One	Year Two/Year Three
1	7.5 X 7.5 X 1	H-0145	3	12	\$	<p>The proposed Pricing for the specified Air Filters will be fixed for the first year of the contract award.</p> <p>For the second and third year of contract award, pricing for all filters (including the specified filters) will default to the pricing model for the Maximum Percent Increase of Material Cost to the Awarded Firm.</p> <p>Proposer must complete the maximum percent value on the following Proposal Page of this RFP.</p>
2	7.5 X 11.5 X 1	H-0146	8	32	\$	
3	7.75 x 30 x 1 EXACT	H-0133	41	164	\$	
4	8 x 20 x 1	H-0158	1	4	\$	
5	8.5 x 20 x 1	H-0083	32	128	\$	
6	8.5 x 26 x 1	H-0084	6	24	\$	
7	8.5 x 26.5 x 1	H-0085	3	12	\$	
8	8.5 x 30 x 1	H-0086	21	84	\$	
9	8.75 x 19 x 1	H-0039	28	112	\$	
10	8.75 x 33.625 x 1	H-0048	27	108	\$	
11	8.75 x 42.125 x 1	H-0057	9	36	\$	
12	8.875 x 23.625 x 1	H-0040	15	60	\$	
13	8.875 x 61 x 1	H-0059	6	24	\$	
14	9 x 21.5 x 1	H-0087	3	12	\$	
15	9 x 29 x 1	H-0139	1	4	\$	
16	9.125 x 44.875 x 1	N/A	2	8	\$	
17	9.5 x 13 x 1	H-0159	1	4	\$	
18	9.5 x 22 x 1	H-0160	1	4	\$	
19	9.75 x 19.625 x 1	H-0024	14	56	\$	

#	Air Filter Description	Item Number	Quarterly Estimate	Annual Estimate	Year One	Year Two/Year Three
20	9.75 x 32.625 x 1	H-0015	12	48	\$	<p>The proposed Pricing for the specified Air Filters will be fixed for the first year of the contract award.</p> <p>For the second and third year of contract award, pricing for all filters (including the specified filters) will default to the pricing model for the Maximum Percent Increase of Material Cost to the Awarded Firm.</p> <p>Proposer must complete the maximum percent value on the following Proposal Page of this RFP.</p>
21	10 x 16 x 1 EXACT	H-0134	94	376	\$	
22	9.625 x 17.625 x 1	H-0173	7	28	\$	
23	10 x 20 x 1	H-0037	0	0	\$	
24	10 x 28 x 1	H-0138	1	4	\$	
25	10 x 30 x 1	H-0020	11	44	\$	
26	10 x 32.375 x 1	H-0129	12	48	\$	
27	11.5 x 18 x 1	H-0161	1	4	\$	
28	11.5 x 23 x 1	H-0162	2	8	\$	
29	11.5 x 26 x 1	H-0163	1	4	\$	
30	11.5 x 30 x 1	H-0164	1	4	\$	
31	12 x 12 x 1	H-0170	1	4	\$	
32	12 x 24 x 1	H-0049	46	184	\$	
33	12 x 32 x 1	H-0147	10	40	\$	
34	12 x 36 x 1	H-0148	2	8	\$	
35	13 x 48 x 1	H-0165	3	12	\$	
36	13 x 14 x 1	H-0089	67	268	\$	
37	13 x 17 x 1	H-0090	8	32	\$	
38	13 x 20 x 1	H-0063	2	8	\$	
39	13.75 x 19.625 x 1	H-0174	0	0	\$	
40	13.75 x 33.625 x 1	H-0175	0	0	\$	
41	14 x 14 x 1	H-0171	3	12	\$	
42	14 x 16 x 1	H-0180	15	60	\$	

#	Air Filter Description	Item Number	Quarterly Estimate	Annual Estimate	Year One	Year Two/Year Three
43	14 x 20 x 1	H-0181	170	680	\$	<p>The proposed Pricing for the specified Air Filters will be fixed for the first year of the contract award.</p> <p>For the second and third year of contract award, pricing for all filters (including the specified filters) will default to the pricing model for the Maximum Percent Increase of Material Cost to the Awarded Firm.</p> <p>Proposer must complete the maximum percent value on the following Proposal Page of this RFP</p>
44	14 x 22 x 1 (13.5 x 21.5)	H-0149	82	328	\$	
45	14 x 25 x 1	H-0178	22	88	\$	
46	14 x 26 x 1	H-0150	1	4	\$	
47	15 x 17 x 1	H-0091	9	36	\$	
48	15 x 22 x 1	H-0014	6	24	\$	
49	15 x 30 x 1	H-0051	12	48	\$	
50	16 x 20 x 1	H-0010	68	272	\$	
51	16 x 22 x 1	H-0166	1	4	\$	
52	16 x 24 x 1	H-0144	27	108	\$	
53	16 x 25 x 1	H-0080	3	12	\$	
54	16 x 28 x 1	H-0151	5	20	\$	
55	16 x 30 x 1	H-0027	5	20	\$	
56	17 x 24 x 1	H-0019	0	0	\$	
57	18 x 22 x 1 (17.5 x 21.5)	H-0152	41	164	\$	
58	18 x 24 x 1	H-0055	0	0	\$	
59	19 x 19 x 1	H-0093	8	32	\$	
60	19 x 30 x 1	H-0094	4	16	\$	
61	20 x 20 x 1	H-0025	70	280	\$	
62	20 x 22 x 1 (19.5 x 21.5)	H-0140	30	120	\$	
63	20 x 25 x 1	H-0011	138	552	\$	
64	20 x 36 x 1	H-0154	6	24	\$	
65	20 x 90 x 1	H-0179	5	20	\$	

#	Air Filter Description	Item Number	Quarterly Estimate	Annual Estimate	Year One	Year Two/Year Three
66	21 x 30 x 1	H-0036	0	0		<p>The proposed Pricing for the specified Air Filters will be fixed for the first year of the contract award.</p> <p>For the second and third year of contract award, pricing for all filters (including the specified filters) will default to the pricing model for the Maximum Percent Increase of Material Cost to the Awarded Firm.</p> <p>Proposer must complete the maximum percent value on the following Proposal Page of this RFP.</p>
67	22 x 24 x 1	H-0176	2	8		
68	23.5 x 27.5 x 1	H-0012	254	1016		
69	23.5 x 32 x 1	H-0062	1	4		
70	12 x 24 x 2	H-0008	126	504		
71	12 x 32 x 2	H-0168	2	8		
72	14 x 20 x 2	H-0177	0	0		
73	14 x 25 x 2	H-0081	6	24		
74	15 x 20 x 2	H-0022	20	80		
75	16 x 16 x 2	H-0017	15	60		
76	16 x 20 x 2	H-0002	443	1772		
77	16 x 24 x 2	N/A	2	8		
78	16 x 25 x 2	H-0003	105	420		
79	18 x 20 x 2	H-0001	33	132		
80	18 x 24 x 2	H-0009	54	216		
81	18 x 25 x 2	H-0106	6	24		
82	20 x 20 x 2	H-0004	149	596		
83	20 x 24 x 2	H-0005	81	324		
84	20 x 25 x 2	H-0006	247	988		
85	20 x 30 x 2	H-0135	1	4		
86	20 x 36 x 2	H-0169	1	4		
87	24 x 24 x 2	H-0007	323	1292		
88	12 x 24 x 4	H-0095	44	176		

#	Air Filter Description	Item Number	Quarterly Estimate	Annual Estimate	Year One	Year Two/Year Three
89	12 x 24 x 4 MERV 14	H-0155	20	80		<p>The proposed Pricing for the specified Air Filters will be fixed for the first year of the contract award.</p> <p>For the second and third year of contract award, pricing for all filters (including the specified filters) will default to the pricing model for the Maximum Percent Increase of Material Cost to the Awarded Firm.</p> <p>Proposer must complete the maximum percent value on the following Proposal Page of this RFP.</p>
90	16 x 25 x 4	H-0131	14	56		
91	20 x 24 x 4	H-0066	16	64		
92	24 x 24 x 4	H-0067	149	596		
93	24 x 24 x 4 MERV 14	H-0156	46	184		
94	20 x 20 x 1 Carbon	H-0125	0	0		
95	16 x 20 x 2 Carbon	H-0064	34	136		
96	20 x 20 x 2 Carbon	H-0136	4	16		
97	20 x 25 x 2 Carbon	H-0137	4	16		
98	24 x 24 x 2 Carbon	H-0126	100	400		
99	9 x 33 5/8 Poly Ring	H-0157	195	780		
100	32 x 47 Linked Poly	H-0078	4	16		
101	12 x 24 x 12	H-0098		71		
102	16 x 20 x 12	N/A		10		
103	20 x 20 x 12	N/A		78		
104	20 x 24 x 12	H-0099		57		
105	20 x 25 x 12	N/A		15		
106	24 x 24 x 12	H-0100		184		
107	12 x 24 x 18 BAG	N/A		5		
108	20 x 20 x 18 BAG	N/A		1		
109	20 x 24 x 18 BAG	N/A		14		
110	24 x 24 x 18 BAG	N/A		6		

<b>Vendor Name</b>			
<b>Rep. Name &amp; Signature</b>			

*(Proposal Page continued on following page)*

**PROPOSAL PAGES**

*(Page 2 of 2)*

<b><u>Air Filter: Percent Increase Pricing</u></b>	
All-Inclusive Maximum Percent Increase per unit Based on Material Cost to Awarded Firm	
<b>Maximum Percent Increase of Material Cost to Firm</b> <i>(This percentage is fixed for the full duration of the contract award)</i>	%

**Proposing Firm Information**

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

*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**

<b>Name</b>	
<b>Phone</b>	
<b>Email</b>	

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

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

Vendor hereby warrants that it has received and read the RFP and all addenda thereto. Vendor warrants that it understands the requirements of the work required by the University. Vendor warrants that the information contained in its submission is truthful, accurate and that it is capable and willing to accept a contract arising from this RFP. Vendor warrants that it has the capabilities and credentials required by the RFP. Vendor 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 proposer has read, understands, and agrees to all terms, conditions, and specifications set forth in the RFP, including all addenda. Furthermore, signature by the proposer signifies that addenda issued, the request for proposal, the University's terms and conditions and the responsive proposal constitute a contract immediately upon notice of acceptance by the University for any or all the items and/or services proposed, and for the length of time indicated in the RFP. Failure to hold prices or to meet any other terms and conditions as defined in either addenda or the request for proposal during the term of the contract shall constitute a breach and may result in contract termination. A defaulting firm may also be liable, at the option of the University, for the difference between the contract price and the price proposed by an alternate vendor of the goods and/or services in addition to other remedies available.

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.*

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

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

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

**PROJECT LANGUAGE SPECIFIC TO STOCKTON UNIVERSITY**

**I. PROCEDURAL REQUIREMENTS & AMENDMENTS**

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

**II. VENDOR PERSONNEL**

- A. While on University property:
  - 1. All personnel shall observe all rules and regulations in effect at Stockton University governing safety and personal conduct.
  - 2. Vendor employees shall be subject to control of the University, but under no circumstances, shall such persons be deemed employees of the University.
- B. Vendor personnel shall not represent themselves or be considered as employees of Stockton University or the State of New Jersey.
- C. CRIMINAL BACKGROUND CHECKS ARE MANDATORY for all non-university personnel performing work on the Stockton University Campus. Vendors, consultants, vendors, and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the campus community. Failure to comply with this requirement may result in immediate termination of any award or contract. Background checks of any non-university personnel performing work on the campus, directly by the awarded vendor or any subcontractors of the awarded vendor, may be requested by the University. The awarded vendor shall produce any background checks as requested by the University.

- D. The Proposer shall be solely responsible for all damage or unauthorized destruction to any Stockton University buildings, equipment, premises, or facilities; lease, lent, or in the care, custody or control of the University or State.
- E. The Vendor shall remove from the Stockton University campus or workplace, any of its employees who are found to be unacceptable by the University. Such requests will not be unreasonable.
- F. At all times, vendor personnel should be in appropriate attire with clear identification of the company's name, logo, and person's name.
- G. All vendor motorized vehicles should be identified with the company's name and/or logo in clear view.

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

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

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

**A. *Disputes:***

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

**B. *Discrepancies in Evaluating Proposals:***

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

**C. *Precedence of Special Contractual Terms & Conditions***

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

**V. ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

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

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

**VI. REPRESENTATIONS & WARRANTIES**

- A. The vendor has legal capacity to execute and perform any Agreement arising from this RFP.
- B. Any Agreement arising from the award of this RFP is a valid and binding Agreement, enforceable against the vendor according to its terms.
- C. The execution and performance of an Agreement by the vendor does not and will not violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.
- D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.
- E. The vendor knows of no reason, or is any way physically, legally, or otherwise precluded from performing the obligations under an Agreement arising from this RFP, in accordance with its terms; including without limitation those relating to health and safety.
- F. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.
- G. The proposer warrants and represents that the items and/or services, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

**VII. DEFAULT**

- A. In case of failure to deliver goods or services in accordance with the contract(s) terms and conditions, Stockton University, after due oral or written notice, may procure substitute goods or service from other sources and hold the vendor(s) responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other solution, which Stockton University may have.

**VIII. SUBMISSION ERRORS**

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

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

**IX. SUBCONTRACTING**

- A.** The contractor may not subcontract any work or services pursuant to this RFP, other than as identified in any contract with the University, without the prior written consent from the University's designee. Such consent shall not relieve the contractor of any of its responsibilities under the contract, nor shall it create privity of contract between the University and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's (1) performance; (2) compliance with all the terms and conditions of the contract; and (3) compliance with the requirements of all applicable laws.
- B.** Nothing contained in any of the contract documents, including the RFP, and vendor's bid or proposal, shall be construed as creating any contractual relationship between any subcontractor and the University.

**X. SALE OR BANKRUPTCY OF BUSINESS**

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

**XI. INDEMNIFICATION**

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

**XII. INSURANCE**

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

- E. The Vendor shall procure and maintain the below listed types of insurance with limits of liability in at least the amounts also listed below:
1. Workers' Compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the employees of Vendor who will be engaged in the performance of work under this contract.
  2. Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence; one million dollars (\$1,000,000) disease, each employee; and one million dollars (\$1,000,000) disease, aggregate limit.
  3. Commercial General Liability written on a current ISO Occurrence Form or equivalent. The General Liability policy will include, but not be limited to, coverage for bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, sexual abuse and molestation, contractual liability, and fire legal liability. Vendor agrees to maintain the following general liability limits of coverage:
    - a. Per Occurrence: \$1,000,000
    - b. Products/Completed Operations Aggregate: \$2,000,000
    - c. Personal and Advertising Injury: \$1,000,000
    - d. General Aggregate: \$2,000,000 (Note: a "per location or project" endorsement shall be included to ensure the general aggregate limit applies separately to the Stockton location or project.)
  4. Comprehensive Automobile Liability written on an occurrence basis covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.
  - ~~5. Excess Liability, umbrella insurance, follow form, applying excess of the commercial general liability, commercial automobile liability and employer's liability insurance in minimum amounts of five million dollars (\$5,000,000) per occurrence, five million dollars (\$5,000,000) general aggregate, and five million dollars (\$5,000,000) products/completed operations.~~
  - ~~6. Cyber Breach/Privacy Liability Insurance providing coverage for 1) Privacy Liability, Network Security Liability, and Regulatory Liability; 2) Payment Card Industry (PCI) Fines, Penalties, and Assessments; 3) Breach Response Costs including Data Forensics, Public Relations, and Privacy Counsel, and 4) Notification, Credit Monitoring, and Identity Theft Restoration Costs. Limits of liability will be in minimum amounts of five million dollars (\$5,000,000). If this policy is written on a claims made policy form, Vendor agrees that upon termination of the claims made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for events that occurred prior to the termination date of the claims made coverage and are not reported until after the termination date.~~
  - ~~7. Pollution Legal Liability insurance policy, if applicable to the services performed under this contract, in minimum amounts of two million dollars (\$2,000,000) per occurrence. If this policy is written on a claims made policy form, Vendor agrees that upon termination of the claims made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that occurred during, or as a result of, the provision of Vendor's services under this contract, but are not discovered until after completion of services under this contract.~~

~~8. Professional (Errors & Omissions) Liability insurance, if applicable, in minimum amounts of two million dollars (\$2,000,000) per claim. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that result from the professional services provided during the term of this contract regardless of when a claim is made.~~

- F. Vendor shall bear all costs of all policy deductibles.
- G. Vendor may, if they so desire, include with their proposal the applicable certificates of insurance or upon request by the University. This will expedite the contract award process for the awarded vendor.
- H. Within ten (10) days after receipt of notice of intent to award contract and prior to the commencement of work, and if applicable, annually thereafter until contract termination. Vendor will furnish Stockton University with Certificates of Insurance evidencing all required insurance.
  - 1. Certificates must evidence the Additional Insured language.
  - 2. Certificates will be submitted to the Director of Procurement & Contracting, Stockton University, 101 Vera King Farris Drive, Galloway, NJ 08205.
- I. The awarded vendor shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this agreement. The successful proposer agrees to defend, indemnify, and hold harmless Stockton University and its officers, agents, staff members and employees, from all actions, claims, and demands whatsoever that may be asserted by, or on behalf of anyone, against the University, its officers, agents, staff members and employees because or as a result of, any accident, injury or illness that may occur to or be sustained by any person, agency, or company that arises out of the activities conducted under this RFP by the proposer, their employees or anyone acting on the proposer's behalf.
- J. Stockton University, as a State funded University, will not indemnify vendors in any form.

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

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

**XIV. AFFIRMATIVE ACTION**

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

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

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

**XVI. STOCKTON UNIVERSITY GENERAL CONDITIONS**

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

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

- O.** By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review, and consideration of your response.
- P.** Stockton University will not accept jurisdiction in any State except New Jersey.
- Q.** Stockton University reserves the right to reject any or all submissions or to award in whole or in part if deemed in the best interest of the University to do so.
- R.** This RFP is not binding on the University.
- S.** Protest of restrictive specifications or improprieties in the solicitation, by an interested party, must be received by the Procurement Department in writing not less than ten (10) working days before the closing date for receipt of submissions.
- T.** The Proposer is required to carefully examine the scope of services in this RFP; including, but not limited to any specifications, drawings or supplemental materials, and to compute the quantities of labor or material entering therein, and to determine the difficulties incidental to the prosecution of the work, and the presentation of a RFP shall be considered as conclusive evidence of such examination.
- U.** Vendors assume sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration shall be given after submissions are opened because of a vendor's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this offering, the vendor represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.
- V.** Stockton University has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director of Procurement & Contracting shall provide advanced, written notice to the vendor.
- W.** Upon receipt of such written notice, the vendor will submit, within five (5) working days to the Director of Procurement & Contracting, an itemization of the work effort already completed by task or subtasks. The vendor shall be compensated for such work effort according to the applicable portions of its cost proposal.
- X.** The Director of Procurement & Contracting may, for valid reason, issue a stop order directing the vendor to suspend work under the contract for a specific time. The vendor shall be paid until the effective date of the stop order. The vendor shall resume work upon the date specified in the stop order or upon such other date as the Director of Procurement & Contracting may thereafter direct in writing. The period of suspension shall be deemed added to the vendor's approved schedule of performance. The Director of Procurement & Contracting and the vendor shall negotiate an equitable adjustment, if any, to the contract price.
- Y.** No party, including any respondent to this RFP, is granted any rights hereunder.
- Z.** The RFP submitted by the vendor shall be binding on the vendor.
- AA.** Stockton University reserves the right to seek clarification and additional information at any point in connection with vendor information or other communication regarding this RFP.

**XVII. PRICE & PAYMENT DURING CONTRACT**

- 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.
  - 1.** In exceptional and unforeseeable situations, the University may consider a price adjustment. Requests for price adjustments must be provided by the Awarded Firm, inclusive of justification and documentation. Any decision will be made at the sole discretion of the University.
- B. Availability of Funds:** The University's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the University or the State of New Jersey for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency and made available through receipt of revenue.

**XVIII. EXCEPTIONS TO TERMS & CONDITIONS**

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

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

Stockton University is an agency of the State of New Jersey thus requiring University compliance with all State regulations. The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

Where conflict among the compliance requirements or with these specifications exists the most stringent requirements shall be utilized. The most recent edition of any relevant regulation, standard, document, or code shall be in effect.

It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

**I. BUSINESS REGISTRATION**

- A.** Pursuant to N.J.S.A. 52:32-44, the University is prohibited from entering into a contract with an entity unless the Proposer and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in an RFP or other proposal shall provide a copy of its business registration to the Proposer who shall provide it to the University.
- B.** The vendor shall maintain and submit to the University a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The vendor shall submit to the University a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.
- C.** Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.
- D.** The vendor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the University. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online [here](#).

**II. ANTI-DISCRIMINATION**

- A.** All parties to any contract with the University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

- B. The vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

### III. PREVAILING WAGE ACT

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

- G. The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.
  - H. If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.
  - I. If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.
  - J. The Public Works Vendor Registration Act (N.J.S.A. 34:11-56.48) requires that all vendors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at [www.nj.gov/labor](http://www.nj.gov/labor) (click on Wage & Hour and then go to Registration & Permits).
  - K. Pursuant to N.J.S.A. 34:11-56.51: No vendor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the vendor is registered pursuant to this act. No vendor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No vendor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the vendor or subcontractor is registered pursuant to that act.
  - L. Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Vendor Registration Act.
- IV. AMERICANS WITH DISABILITIES ACT**
- A. The vendor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.
- V. RIGHT TO AUDIT**
- A. Pursuant to N.J.A.C. 17:44-2.2, Stockton University and the State, including the Office of the Comptroller, has the authority to audit or review contract records that are relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).
- VI. MAINTENANCE OF RECORDS**
- A. The vendor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the University and the State, including the Comptroller, for audit and review.

**VII. PAY TO PLAY PROHIBITIONS**

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

**VIII. POLITICAL CONTRIBUTION DISCLOSURE**

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

**IX. OWNERSHIP DISCLOSURE**

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

**X. STANDARDS PROHIBITING CONFLICTS OF INTEREST**

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

- A.** No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;

- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards;
- C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any University officer or employee, State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of a University officer or employee, State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;
- D. No vendor shall influence, or attempt to influence or cause to be influenced, any University officer or employee, State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
- E. No vendor shall cause or influence, or attempt to cause or influence, any University officer or employee, State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F. The provisions cited above shall not be construed to prohibit a University officer or employee, State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

**XI. TAX CHARGES**

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

**XII. NEW JERSEY PROMPT PAYMENT ACT**

- A. The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of receipt and acceptance of goods and/or services.

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

**I. COMPLIANCE CODES AND WITH LAWS & STANDARDS**

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

**II. PUBLIC WORKS VENDOR REGISTRATION ACT**

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

**III. BUILDING SERVICE**

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

**IV. THE WORKER AND COMMUNITY RIGHT TO KNOW ACT**

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

**V. SERVICE PERFORMANCE WITHIN U.S.**

- A. Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director of Procurement & Contracting shall be performed within the United States, except when the Director of Procurement & Contracting certifies in writing a finding that a required service cannot be provided by a vendor or subcontractor within the United States and the certification is approved by the New Jersey State Treasurer.
- B. A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the vendor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the vendor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to of the Terms and Conditions provided, unless previously approved by the Director of Procurement & Contracting and the State Treasurer.