

TERMS AND CONDITIONS

The following terms and conditions apply to all contract or purchase agreements made with the William Paterson University of New Jersey (University) unless specifically deleted in the University's proposal form. Vendors submitting offers to the University must cross out any paragraphs they do not agree to meet. Any cross out or change in the University's terms and conditions will be a factor in the determination of an award of a contract or purchase agreement.

Bidders are notified by this statement that all terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the request for proposal, whether stated in part, in summary or by reference. In the event a vendor's forms and conditions conflict with the University's the University terms and conditions shall prevail.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

1.1 CORPORATE AUTHORITY--It is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey. Refer to N.J.S.A. Title 14A chapter 13-3.

1.2 ANTI-DISCRIMINATION--All parties to any contract with William Paterson 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 N.J.S.A. 10:5-38 and all rules and regulations issued thereunder.

1.3 PREVAILING WAGE ACT --The bidder's signature on any proposal submitted to the University is his guarantee that he and or any of his subcontractors do agree to all the provisions of the New Jersey Prevailing Wage Act P.L. 1963 chapter 10.

1.4 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT--(Public Law 1983c.315 N.J.S.A. 34:5A-1 *et seq.*) This act requires all employers to label all containers of hazardous substances on their premises. As part of these terms and conditions it is required that all vendors supplying hazardous materials to the University provide complete labeling of all such substances on the shipping containers and are responsible for compliance with all provisions of this act.

1.5 OWNERSHIP DISCLOSURE--Contracts for any work, goods, or services cannot be issued to any firm unless prior to or at the time of bid submission the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interest. Refer to N.J.P.L. 1977 chapter 33.

1.6 COMPLIANCE STATE LAWS--It is agreed and understood that any contracts and/or orders placed as a result of any 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.

1.7 COMPLIANCE-LAWS-- The vendor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder.

1.8 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS -- Pursuant to N.J.A.C. 19:70-1.6 Vendor shall maintain all documentation related to products, transactions, and/or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the University and/or to the New Jersey Office of the State Comptroller upon request.

2. LIABILITIES

2.1 LIABILITIES-COPYRIGHT-- The contract shall hold and save the University, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

2.2 INDEMNIFICATION--The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the University and its employees from and against any claims, demands, suits, actions, recoveries, judgements and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

2.3 INSURANCE--The successful bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best Rating of A- (VII) or better. Prior to commencement of any work under this contract, the successful bidder shall provide the University with current certificates of insurance for all coverages and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after thirty days written notice to the University. All insurance shall be primary and non-contributory and shall contain a waiver of subrogation in favor of the University. All insurance required herein, except Workers' Compensation (and Professional Liability, if required) shall name William Paterson University of New Jersey, the State of New Jersey, and the New Jersey Educational Facilities Authority as Additional Insureds.

The insurance to be provided by the successful bidder shall be as follows:

1. Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG 00 01 form without the approval of the University. The minimum limits of liability shall not be less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, two million dollars (\$2,000,000) products/completed operations aggregate. A "per location or project endorsement" shall be included, so that the general aggregate limit applies separately to the location or project that is the subject of this contract.
2. Comprehensive Automobile Liability policy covering owned, non-owned and hired vehicles with minimum limits of one million dollars (\$1,000,000) per occurrence.
3. Workers' Compensation insurance applicable to laws of the State of New Jersey and Employers Liability insurance with a limit of 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 limits.
4. Professional Liability Insurance (required only when the contracted scope involves licensed or professional services) with minimum limits of liability that shall not be less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate. If coverage is being provided on a claims-made basis, the professional liability insurance shall be maintained for a period of not less than two years following the actual completion of work under this contract, or shall purchase the extended reporting period ("tail") coverage for the same period of time. Should the successful bidder change carriers during the term of this contract, it shall obtain from its new carrier an endorsement for retroactive coverage.
5. Cyber Liability Insurance (required only when the contracted scope includes handling, accessing, storing, or transmitting confidential or sensitive electronic data) with minimum limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Coverage shall include, but not be limited to: network security and privacy liability; data breach response costs, including notification and credit monitoring; regulatory defense and penalties; business interruption and data restoration; media liability; and; cyber extortion.

TERMS AND CONDITIONS – continued -

3.0 GUARANTEES AND OTHER CHARGES

3.1 PERFORMANCE GUARANTEE -- The vendor hereby certifies that: The equipment offered is standard new equipment, and is the manufacturer's latest model in production with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued: also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

All new machines are to be guaranteed for a period of one year from time of delivery and/or installation and prompt service rendered without charge, regardless of geographic location. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.

Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within 48-hour period or within the time accepted as industry practice.

The vendor shall immediately replace any material which is rejected for failure to meet the requirements of the using agency.

All services rendered to the University shall be performed in strict and full accordance with the specifications as agreed to in the contract. A service contract shall not be considered complete until a final approval by the University is rendered. Payment to vendors for services rendered may not be made until final University approval is given.

3.2 DELIVERY GUARANTEES--Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in proposal.

The vendor shall be responsible for the delivery of material in first class condition to the University or the purchaser under this contract and in accordance with good commercial practice. Items delivered must be strictly in accordance with bid specifications.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the specifications, the University may obtain the material or service from any other available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.3 DELIVERY CHARGES--All materials shipped in response to a University purchase order are to be invoiced F.O.B. DESTINATION. The University will not be liable for any damages nor losses incurred in the delivery process. F.O.B. Destination requires delivery to the receiving platform of the address, it does not include "spotting". No delivery charges will be considered which result from partial or multiple shipment made for the vendor's convenience.

3.4 TAX CHARGES--The University is exempt from all New Jersey sales, use and local taxes. As a State of New Jersey government entity the University is exempt from Federal Excise Tax. These taxes must not be included in vendor quotations or invoices.

4.0 PAYMENTS

4.1 PAYMENT TO VENDORS--Payments for goods and/or services purchased by the University will only be made against the vendor's invoice and University certifications of receipt of goods or service.

4.2 CASH DISCOUNTS--Cash discounts for periods of less than 15 days will not be considered as factors in the award of contracts for purposes of determining compliance with any discount offered.

1. A discount period shall commence on the day the University receives a properly executed vendor's invoice for products and services that have been duly accepted by the University in accordance with the terms, conditions and specifications of the Contract/Purchase Order. If the invoice is received prior to delivery of the goods and services, the discount period begins with the acceptance of the goods or services.

2. The date on the check issued by the University in payment of that invoice shall be deemed the date of the University response to that invoice.

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