

**RAMAPO COLLEGE OF NEW JERSEY  
TERMS AND CONDITIONS**

The following terms and conditions apply to all contracts or purchase agreements made with RCNJ unless specifically deleted on the College proposal form. Vendors submitting offers to the College must cross out any paragraph they do not agree to meet. Any cross-out or change in the College 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 in the bid and/or request for proposal will become part of any contract awarded as a request for proposal whether stated in part in summary or by reference. In the event a vendor's terms and conditions conflict with the College the College 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 RCNJ 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 10:2-4, N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder. The Vendor agrees to the mandatory equal employment opportunity language for Goods, Professional Services and General Service Contracts set forth in N.J.A.C. 17:27-3.5 and 3.7 or N.J.A.C. 17:27-3.6 and 3.8, as if fully restated herein and as stated on the College's website at: <https://www.ramapo.edu/purchasing/files/2021/05/Mandatory-AA-Language-GoodService.pdf> and <https://www.ramapo.edu/purchasing/files/2021/05/Mandatory-AA-Language-Construction.pdf>.
- 1.3 Prevailing Wage Act - The New Jersey Prevailing Wage Act PL 1963, Chapter 150 is hereby made a part of every contract entered into on behalf of RCNJ except those contracts which are not within the contemplation of the Act. The bidder's signature on any proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by the proposal are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.
- 1.4 The Worker and Community Right To Know Act - (P.L. 1983. C. 315: N.J.S.A. 34:5A-1 et seq.) requires employers to label all containers of hazardous substances by March 1, 1985. Under the terms of the Act the College is considered employer, therefore, all goods offered for purchase to the College must be labeled in compliance with the provisions of the Act.
- 1.5 Gramm-Leach-Bliley Act (GLBA) – The vendor shall maintain confidentiality and security of the College's information in compliance with the GLBA (<https://www.ftc.gov/business-guidance/privacy-security/gramm-leach-bliley-act>). The vendor shall notify the College of any security incidents that may impact the confidentiality or security of customer information. The College has the right to audit the vendor's security practices, policies, and procedures to ensure compliance with the CLBA Safeguards Rule.
- 1.6 Governing Law - 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.
- 1.7 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 it owners holding 10% or more of the firm's stock or interests. Refer to N.J.P.L. 1977 chapter 33.
- 1.8 Compliance with 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.

**2. LIABILITIES**

- 2.1 Liability Copyright - The Contractor shall hold and save RCNJ, 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 un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 Indemnification - The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless RCNJ and its employees from and against any and all claims, demands, suits, actions, recoveries, judgment 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 vendor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The successful vendor shall provide the RCNJ Purchasing Office with current certificates of insurance prior to the start of the agreement for all coverage's and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the RCNJ, Purchasing Office. The successful vendor is not authorized to begin service until the College is in receipt of said certificate. The contractor shall assume all responsibility for his actions and those of anyone else working for him while engaged in any activity connected with this contract. The contractor shall carry sufficient insurance to protect him and to indemnify the College from any and all occurrences of property damage or bodily injury which arise out of the contracted work. The insurance required by this section shall be issued by an insurance company rated A- or better in the A.M. Best Key Rating Guide or the generally acceptable equivalent rating category and the insurance company must be approved to do business in the State of New Jersey. All liability policies shall provide "occurrence" type of coverage. All policies and certificates of insurance, except workers' compensation, shall be endorsed to name RCNJ, the State of New Jersey, and the New Jersey Educational Facilities Authority as an additional insured. All policies of insurance shall contain a waiver of subrogation in favor of the College. Failure to maintain insurance coverage consistent with the provisions of this agreement shall be considered a material breach of this agreement. The following insurance coverage is the minimum required and shall not relieve the vendor of any liability where liability for injury, death, and property damage is greater than the insurance coverage: (a) Commercial General Liability Insurance. Shall cover Bodily Injury and Property Damage with limits not less than: \$1,000,000 Each Occurrence and must be aggregated at \$2,000,000 or better. This policy shall include broad form contractual liability, products liability and completed operations coverage. (b) Automobile Liability Insurance. Shall cover all owned, non-owned, and hired vehicles with minimum limits of \$1,000,000 Combined Single Limit Bodily Injury and Property Damage. (c) Worker's Compensation Insurance and Employer's Liability Insurance. Shall be in accordance to the requirements of the laws of the State of New Jersey and Employer's Liability Insurance coverage with limits of not less than: \$1,000,000 Each Accident, \$1,000,000 Each Employee for Injury by Disease, and \$1,000,000 Injury by Disease.

**3. ASSIGNMENT AND GUARANTEES**

- 3.1 Subcontracting or Assignment - The contract may not be sub-contracted or assigned by the contractor, in whole or in part, without the prior written consent of the College. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract. In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the College.
- 3.2 Performance Guarantee of Bidder - 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 equipment supplied to the College and operated by electrical current is UL approved. 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 contractor shall immediately replace any material which is rejected for failure to meet the requirements of the College. All services rendered to the College 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 final approval by the College is rendered. Payment to vendors for services rendered may not be made until final College approval is given.
- 3.3 Delivery Guarantees - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in proposal. The contractor shall be responsible for the delivery of material in first class condition to the College 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 College may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**4. DELIVERY COSTS** - All materials shipped in response to College purchase orders are to be invoiced F.O.B. DESTINATION. The College will not be liable for any damages nor losses incurred in delivery process. FOB Destination requires delivery to the receiving platform of the addressee, it does not include "spotting". No delivery charges will be considered which result from partial or multiple shipments made for the vendor's convenience.

- 4.1 C.O.D. Terms - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.
- 4.2 Tax Charges - RCNJ is a municipal agency of the State of New Jersey and is exempt from the New Jersey sales and use taxes, pursuant to Section 9(a.1) of the New Jersey Sales and Use Tax Act (N.J.S.A: 54:32B-1 et seq.) These taxes must not be included in the vendor's price quotations.
- 4.3 Payment to Vendors - Payments for goods and/or services purchased by the College will only be made against the vendor's invoice and College certifications of goods or service.
- 4.4 New Jersey Prompt Payment Act - 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 sixty (60) days of the receipt of contractor's invoice or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

**5. 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 the College's compliance with any discount offered.

- 5.1 - A discount period shall commence on the day the College receives a properly executed vendor's invoice for products and services that have been duly accepted by the College 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
- 5.2 - The date on the check issued by the College in payment of that invoice shall be deemed the date of the College response to that invoice.