KEAN UNIVERSITY
TERMS AND CONDITIONS

The following terms and conditions apply to all contract or purchase agreements, made with the Kean University unless specifically deleted on the University bid/proposal form. Vendors submitting offers to the University must cross out any paragraph they do not agree to meet. Any cross-out or change in the University 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 part of any contact(s) or order(s) 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 University 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 Kean 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 10:2-4, N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

1.3 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT-(P.L. 1983. c. 315: N.J.S.A. 34:5A-1 at seq) requires employers to label all containers of hazardous substances by March 1, 1985. By August 29, 1986 employers must label all containers on University premises. Under the terms of the Act the University is considered employer, therefore, all goods offered for purchase to the University must be labeled in compliance with the provisions of the Act.

1.4 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.

1.5 COMPLIANCE-STATE LAWS-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.

1.6 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.

2. LIABILITIES

2.1 LIABILITY-COPYRIGHT-The Contractor shall hold and save Kean University, its officers, agents, students, servants and employees, harmless from liability of any nature of 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 the contract.

2.2 INDEMNIFICATION-The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless Kean University, its officers, agents, students, servants and employees from and against any and all claims, demands, suits, actions, recoveries, judgement 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. The successful bidder shall provide Kean 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 Kean University, Purchasing Office.

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

1. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than $1,000,000.00 per occurrence for bodily injury liability and $1,000,000.00 per occurrence for property damage liability.
2. Comprehensive General Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of #1,000,000.00 combined single limits.
3. Worker's Compensation insurance applicable to laws of the State of New Jersey and Employer's Liability insurance with a limit of not less than $1,000,000.00.

Upon request, the successful contractor will provide certificates of such insurance to the Kean University Purchase Office prior to the start of the contract and periodically during the course of a multi-year contract.

3. TERMS GOVERNING ALL PROPOSALS TO KEAN UNIVERSITY
(Unless Otherwise Specified in Bid Specifications)

3.1 VENDOR RIGHT TO PROTEST-INTENT TO AWARD-Except in cases of emergency, bidders have the right to protest the University's proposed award of the contract as announced in the notice of intent to award.

1. Request for hearing must be made to the Director of Purchasing in written form giving specific grounds for the challenging award. Unless otherwise stated, a bidder's protest must be received no later than 10 days of the date on the notice of intent to award. In the public interest the University may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency stated in the record, the University may eliminate the right to protest.

2. Hearings will be informal where practical by an impartial Hearing Officer. Non-attendance by the requestor will be considered a retraction. The Hearing Officer shall be prepared to report to the Office of the Executive Vice President of Operations within 10 days. The Hearing report is non-binding, the Vice President shall make a final judgment on the matter.

3.2 SUBCONTRACTING OR ASSIGNMENT-The contract may not be subcontracted or assigned by the contactor, in whole or in part, without the prior written consent of the University. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract. In the event that bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state in his bid and attach for approval a list of said subcontractors and an itemization of the services to be supplied by then. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the University.

3.3 PERFORMANCE GUARANTEE OF BIDDER-The bidder hereby certifies that: The equipment offered is standard new equipment, as 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 University 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 University.

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 final approval by the University is rendered Payment to vendors for services rendered may not be made until final University approval is given.

3.4 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 be authorized to obtain the material or service from any available source, the difference in price, any, to be paid by the contractor failing to meet his commitments.

3.5 UNIVERSITY'S RIGHT TO INSPECT BIDDER'S FACILITIES- The University reserves the right to inspect the bidder's establishment before making an award.

3.6 MAINTENANCE OF RECORDS – The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request.

4. TERM RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATIONS DURING CONTRACT-All prices quoted shall be final and not subject to increase during the period of the contract.

In the event of a manufacturer's price decrease during the contract period, the University shall receive the full benefit of such price reduction of any undelivered purchase order and on any subsequent order placed during the contract period. The University must be notified in writing of any price reduction within five (5) days of the effective date.

4.2 DELIVERY COSTS-Unless noted otherwise in the specifications all prices for items in bid proposals are to be submitted F.O.B Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the vendors shall assume all liability and responsibility for the delivery of merchandise in good condition to the University or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the University unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors convenience when a single shipment is ordered. The weights and measures of the University receiving the shipment shall govern.

4.3 C.O.D. TERMS-Net 30 -Unless otherwise stated in the Bid/Proposal, C.O.D. terms are not acceptable as part of a bid proposal, and are cause for automatic rejection of a bid/proposal.

4.4 TAX CHARGES-Kean University is exempt from NJ Sales, Use Tax and Local Taxes under NJSA 54:32B-P(A). As a non-profit institution the University is exempt from Federal Excise Tax. These taxes must not be included in vendor quotations or invoices.

4.5 PAYMENT TO VENDORS Net 30 - Payments for goods and/or services purchased by the University will only be from original copies of invoices, submitted by the vendor, to the University's General Accounting Department, at the address shown on the face of the purchase order.

5. CASH DISCOUNT- The vendor must show all allowable cash discounts on the face of the invoice. Cash discounts for less than 3% and for the periods of less then 30 days will not be considered as factors in the award of contracts.