



Number: AB190036  
 Date Issued: June 09, 2019  
 Purchasing Contact: Anup Kapur  
 Phone: (609) 771-2859  
 Email: kapura@tcnj.edu  
 Requesting Department: Human Resources  
 Fiscal Year: 2019

Proposals will be due on **Wednesday, July 3, 2019 at 2 p.m.**

Important: This proposal must be received at or before the opening time and date stated above. Late proposals will not be accepted. Return proposal to:

**The College of New Jersey  
 Office of Finance & Business Services, Purchasing Dept.  
 Administrative Services Building, Room 201  
 2000 Pennington Road  
 P.O. Box 7718  
 Ewing, New Jersey 08628-0718  
 609-771-2495**

**PURPOSE AND INTENT OF PROPOSAL:**

**Solicit proposals for a firm to provide Temporary Staffing to The College of New Jersey.**

**INSTRUCTIONS TO BIDDERS FOR COMPLETING THIS PROPOSAL**

1. Read the entire proposal, including all terms and conditions and specifications.
2. All prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit and/or total prices must be initialed by the bidder.
3. **THIS PROPOSAL IS TO BE SIGNED BELOW (LINE 18).**
4. Proposal prices shall include delivery of all items F.O.B. destination or as otherwise provided.
5. Address all inquiries and correspondence to the buyer at the email, phone or address shown above.
6. All communication during the bidding process shall be directed to the Purchasing department only.
7. All instructions must be followed and signatures must be provided for proposal to be accepted.

**MANDATORY TO BE COMPLETED BY VENDOR**

8. Payment discount terms: \_\_\_\_\_
9. Prices quoted are firm through issuance of contract until the following date \_\_\_\_\_
10. Your Federal I.D. Number (FEIN): \_\_\_\_\_
11. Company Name: \_\_\_\_\_
12. Vendor telephone number: \_\_\_\_\_
13. Vendor fax number: \_\_\_\_\_
14. Print Name: \_\_\_\_\_
15. Email Address: \_\_\_\_\_
16. Title: \_\_\_\_\_
17. Date: \_\_\_\_\_

**18. ORIGINAL SIGNATURE OF BIDDER (MUST BE SIGNED)**

Signature of the bidder attests that the bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the request for proposal unless otherwise stated in writing and submitted with the proposal.

**PRE-BID CONFERENCE / ON-SITE INSPECTION IS NOT REQUIRED**



**AB190036**

**June 6, 2019**

Please place the following advertisement in the Legal Section of Classified Advertising. Please ensure that the invoice and Affidavit for this advertisement is prepared and forwarded to The College of New Jersey, Office of Purchasing, Administrative Services Building, Room 201, P.O. Box 7718, Ewing, NJ 08628-0718.

To be published on **June 9, 2019**. Contact person regarding placement of ad is Anup Kapur (609) 771-2859.

#### **ADVERTISEMENT FOR BIDS**

Under the provisions of the State College Contracts Law, Chapter 64 of Title 18-A, The College of New Jersey is soliciting proposals for a firm to provide Temporary Staffing (**AB190036**).

The College will accept sealed bids until **2:00 p.m., July 3, 2019** at the Office of Finance & Business Services, The College of New Jersey, 2000 Pennington Road, Administrative Services Building, Room 201, Ewing, NJ 08628-0718, at which time the proposals will be publicly opened and read. Copies of the bid documents may be obtained via our website (<http://bids.pages.tcnj.edu/>)

Mandatory language for Advertisement or Solicitation of Bids for Public Contract.

**BIDDERS REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975 (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27)**

**The College of New Jersey  
The Office of Finance & Business Services, Department of Purchasing  
Administrative Services Building, Room 201  
2000 Pennington Road  
P.O. Box 7718  
Ewing, New Jersey 08628-0718**

1) **PURPOSE AND INTENT:**

- a) The purpose of this Request for Proposal (RFP) is to secure a firm to provide Temporary Staffing to the College.
- b) The College will award the contract within sixty (60) days from the date of the proposal opening. The College, pursuant to State College Contract Law, reserves the right to reject any and all proposals. In the event that proposals are rejected, the College may elect to re-bid this contract, if it is deemed to be in the best interest of the College.
- c) The College retains the right to award contracts to two or more vendors in the event it is determined to be in the best interest of the College.
- d) The College retains the rights to waive minor informalities or non-material exceptions in a bid in accordance with applicable laws.

2) **DEFINITIONS:**

- a) **Addendum** – Written clarification or revision to this RFP issued by The College of New Jersey Purchasing Department.
- b) **Bidder** – An individual or business entity submitting a bid proposal in response to this RFP.
- c) **The College or College or TCNJ** – The College of New Jersey
- d) **Contract** – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the institution.
- e) **Contractor** – The bidder awarded a contract resulting from this RFP.
- f) **The Institution(s)** – Any of higher education institution within the State of New Jersey.
- g) **May** – Denotes that which is permissible but not mandatory.
- h) **Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a bid proposal as materially non-responsive.
- i) **Should** – Denotes that which is recommended but not mandatory.
- j) **State** – State of New Jersey
- k) **Bid** – Response submitted by bidder in response to a publicly issued solicitation.
- l) **RFP or Request for Proposal** – Document outlining a scope of work, specifications, etc. inviting potential bidders to submit a proposal to provide such products and/or services.

3) **PROPOSAL/BID PREPARATION AND SUBMISSION**

**Questions:**

All questions must be submitted in writing via email ([kapura@tcnj.edu](mailto:kapura@tcnj.edu)) or fax (609-637-5140) to Anup Kapur, Finance & Business Services, The College of New Jersey, no later than **June 17, 2019 by 4 p.m.**

Should any questions be received, an addendum will be posted on the Office of Finance & Business Services website ([www.tcnj.edu/~budfin/](http://www.tcnj.edu/~budfin/)) no later than **June 24, 2019. If an addendum is posted, it MUST be attached to each vendors proposal prior to submission.**

**PRE-BID MEETING AND SITE INSPECTION:** The College may require that interested bidders attend a pre-bid meeting and or a site inspection. The purpose of this meeting or inspection is to provide the interested bidder the opportunity to present questions and see the institution's facilities where the services are to be performed. The institutions may require mandatory attendance at the meeting or inspection as a pre-requisite for submitting a proposal. The institutions may not accept a proposal from a bidder that failed to attend a mandatory pre-bid meeting or a mandatory site inspection.

**Submission:**

Each bidder submitting a proposal will deliver or cause to be delivered the required elements of the proposal package, sealed in an envelope and clearly marked as a proposal with its bid number affixed thereto, to:

**THE COLLEGE OF NEW JERSEY**  
**The Office of Finance & Business Services, Department of Purchasing**  
**Administrative Services Building, Room 201**  
**2000 Pennington Road**  
**P.O. Box 7718**  
**Ewing, New Jersey 08628-0718**

**Bid Opening: Wednesday, July 3, 2019 at 2:00 p.m.**

**Signature:**

The cover page of the RFP, with lines 8 through 18 completed, **and must be signed by an authorized officer** of the bidding firm and returned with the proposal. Failure to comply with this requirement or failure to provide all requested data, price schedules, signatures, etc. will result in rejection of the proposal.

**Vendors should submit one (2) complete hard copy, one (1) digital copy (flash drive) of the proposal.**

**Addenda:**

All addenda to this RFP will become part of the RFP and part of any contract awarded as a result of this RFP.

**Cost Liability:**

The College assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

**Contents of Bid Proposal:**

Subsequent to bid opening, all information submitted by bidders in response to the RFP is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and common law.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The institutions reserve the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The institutions will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

By signing this RFP response, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to the institutions and cooperative purchasing partners and thus have to be made public to allow eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the institutions or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can contact The College of New Jersey Purchasing Department to inspect bid proposals received in response to this RFP.

**Pricing:**

All pricing should be indicated on the cost sheet as provided.

Energy Star energy efficient products: On April 22, 2006, Governor Jon Corzine signed Executive Order #11 stating that The New Jersey State government should assume a leadership role in promoting the efficient use of energy and natural resources in the interest of long-term protection and enhancement of our State's natural beauty. To meet this requirement, vendors, including designs by architects and engineers, shall provide pricing for Energy Star energy efficient products when applicable. For products that do not have ENERGY STAR labels, vendors shall follow guidelines established by the New Jersey Clean Energy Program and/or requirements set forth in Executive Order #11.

**Substitutions**

The bidder may include in their bid substitute materials or equipment or methods in lieu of those specified in the bidding documents, but they do so at their own risk. Any substitution must be equal in type, function and quality to the item required in the specifications.

No bidder is allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. This may be cause for automatic rejection of bid.

**Multiple Bids Not Allowed**

No bidder is allowed to submit more than one bid from an individual, firm, partnership, corporation or association under the same or different name. This may be cause for automatic rejection of each bid.

**Bid Withdrawal:**

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made in writing to The College Executive Director of Procurement Services. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place designated. Once bids have been opened, the bidder runs the risk of forfeiting their bid bond.

Submitted bids shall be valid for at least a period of (60) days to allow for sufficient time for bid evaluation and contract award.

**Mandatory Submittals:**

Documents/submissions that must be provided **WITH** the bid submission:

- Non-Collusion Statement
- Statement of Ownership Disclosure
- Macbride Principles
- Disclosure of Investment in Iran
- Source Disclosure Certification: For all procurements that are "primarily" for services, the vendors must comply with N.J.S.A 52:34-13.2 (also known as Executive Order 129) and file a source disclosure certification with the agency. It is the agency's responsibility to determine if the vendor complies with N.J.S.A. 52:34-13.2. In order to be in compliance, all services provided to the College, must be performed within the United States.
- BID SECURITY AND STATEMENT OF SURETY: If requested in the RFP, the bidder must provide a bid bond and a statement of surety with the bid proposal.
- THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE - If the RFP is for a public works project, the Bidder shall submit with the proposal the bidder's Public Work Contractor Registration Act Certificate. Failure to submit a copy of the certificate may be cause for rejection of the proposal.
- Vendor Qualifications form

Documents/Submissions that must be provided before contract award:

- BUSINESS REGISTRATION  
Pursuant to N.J.S.A. 52:32-44, The College of New Jersey ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall 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, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, 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 proof of business registration not properly provided under a contract with a contracting agency.

- **AFFIRMATIVE ACTION:** The bidder is required to submit a copy of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). See the RFP attachment titled Affirmative Action.
- Vendor W-9.
- **CERTIFICATE OF INSURANCE:** The bidder is required to submit proof of liability insurance in accordance with The College's Terms and Conditions. See attachment titled Terms and Conditions.
- P.L. 2005, Chapter 51 / Executive Order 117 - Contractor Certification and Disclosure of Political Contributions:
  - In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of Chapter 51 and Executive Order 117. Enclosed are the requirements of Ch. 51 and EO 117, the forms for Certification and Disclosure. The contract that will be generated based on this RFP cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury.
- All applicable licenses, certificates, and requirements specified in the scope of work, contract documents and specifications.

#### **4) CONTRACTUAL TERMS**

- a) Contract administration: The vendor will coordinate all work schedules or deliveries with the Human Resources department, once the contract is awarded.
- b) Term of contract shall commence with the formal date of award.
- c) Proposals will include shipping F.O.B. Destination.
- d) The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.
- e) The vendor must comply with the delivery date as specified in the contract. Failure to comply may result in the termination of the contract.

- f) All deliveries will be made during regular working hours, 8:30 a.m. to 4:30 p.m. Monday through Friday. Changes thereto must be granted with written approval by the College.
- g) The vendor will be responsible for the delivery of products in first-class condition at the point of delivery and in accordance with good commercial practices.
- h) Order of Precedence: The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Notice of Award. Unless specifically stated in this RFP, the Special Contractual Terms and Conditions of the RFP and addenda take precedence over the College's Standard Terms and Conditions.
- i) CONTRACT TRANSITION: In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration of the contract.
- j) If awarded a contract your company/firm will be required to comply with the requirements of P.L. 1975 C.127. (NJAC 17:27).
- k) Record Retention: Pursuant to N.J.A.C. 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

## 5) **PROPOSAL EVALUATION:**

Evaluation committee - Bid proposals may be evaluated by a committee composed of members of the institution Unit/Department responsible for managing the service, the institution's Purchasing Department and other institution employees.

Proposals will be judged including, but not limited to, the following criteria:

- a) Experience of the vendor in the commodity being bid.
- b) The ability of the vendor to efficiently, accurately, and successfully perform the required services essential to this contract. The vendors performance history with regards to these services will be used in the evaluating whether or not to award the contract to that vendor.
- c) A vendors response to all specification requirements in sufficient detail for the evaluator(s) to analyze the proposal and make sound judgments about it.
- d) Price. The College of New Jersey reserves the right to evaluate price(s) and award contracts, based on the present worth analysis when it is determined to be in the best interest of the College. Vendors should submit prices exactly as instructed. The College reserves the right to request all vendors to explain the method used to arrive at any or all prices. The College reserves the right to require bidders to provide a schedule of values of their bid price upon request. 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 unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Executive Director of Procurement Services may seek clarification from the bidder to ascertain the true intent of the bid. The College reserves the right to waive any technical or formal defects found in the RFP submission.
- e) Oral presentation and/or Clarification. A bidder may be required to give an oral presentation to the institution concerning its bid proposal. The institution may also require a bidder submit written responses to questions regarding the bid proposal. The purpose of such communication with bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify its bid. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way.

# REQUEST FOR PROPOSAL

## TEMPORARY STAFFING SERVICES

### OVERVIEW

This Request for Proposal (RFP) is to identify a Contractor to provide temporary staffing services to supplement existing resources in support of The College of New Jersey (TCNJ) staffing needs. A typical work schedule would be 7 or 8 hours per day. Length of assignment would vary.

### SCOPE OF SERVICES

#### Staffing Classification & Duties

The contractor shall provide temporary employees for the following job titles. Duties are described in detail in Exhibit A:

1. Program Assistants
2. Professional Service Specialists 4A
3. Carpenters
4. Masons
5. Building Maintenance Workers (Custodial Staff)
6. Groundskeeper

The contractor shall have procedures in place to ensure proposed temporary employees meet the qualifications for the position as determined by the job description.

1. Any job applicant submitted for employment consideration will be required to have a clear criminal history background check
2. The contractor will provide employment verifications for any job applicant presented to the College
3. The contractor will complete three employment related professional references

#### Temporary Employee Assignments

The TCNJ Office of Human Resources will notify the contractor of a temporary assignment need and will provide the following information to the contractor for each assignment:

- Job description
- Anticipated assignment start date
- Estimated assignment end date
- Daily work schedule hours and shift
- TCNJ Department Manager point of contact

Upon receipt of an assignment notification, the contractor shall provide:

- Resumes of qualified individuals
- Reference verifications for applicants
- Confirmation that a criminal history background check has been completed and is clear

The contractor shall provide resumes of qualified applicants within 48 hours or as soon as practicable.



## **SUPERVISION OF TEMPORARY EMPLOYEES**

TCNJ shall monitor/supervise the work of temporary employees. The College work policies, procedures, and standards shall be followed at all times. The contractor's employees shall conform in all respects with regard to physical, fire and security / safety regulations while on TCNJ premises. Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the Office of Human Resources Website. The contractor shall serve as the point of contact between TCNJ and the temporary employee for performance and attendance issues. The contractor shall provide a substitute in the event of either the planned or unplanned absence of an assigned temporary employee. TCNJ will review the substitute's resume, qualifications and employment reference checks, and may reject the temporary employee based on this review.

## **INTERVIEW OF PROSPECTIVE PERSONNEL**

TCNJ shall have the right to interview all prospective personnel and to accept or reject any or all based upon the required skills and the background and experience of each individual. A resume is required prior to an interview.

## **HOURS OF WORK**

Normal working hours are 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding TCNJ holiday closures. There may, however, be a need for temporary employees to work a variety of shifts at the College, including evening and night hours. During the months of June, July and part of August the College has in place a four day workweek, Monday through Thursday schedule. During certain weeks, employees work an extended day schedule. Contractor shall verify work hours at the time an order is placed. Work hours may vary depending upon the participating TCNJ department.

Lunch periods will range from 30-60 minutes and will be determined by TCNJ. No payments shall be made for lunch periods. Each temporary employee who works of full day schedule will receive one 15 minute break in the morning and one 15 minute break in the afternoon. The time of the break will be determined by TCNJ Department Manager.

## **CONTRACT EMPLOYEE REQUIREMENTS**

### **Background Screening**

A background check will be a requirement for all temporary employees providing employment services to TNCJ. The cost of this service shall be incurred by the contractor. Temporary candidates will be submit to sex offender registry, county, state and federal criminal records checks. The requirements of these background checks are explained in Exhibit B.

The contractor is required to conduct background checks on employees hired to work at The College of New Jersey. The background check will assure that the applicants' background is suited for the recommend position. The contractor will provide the process for completing a background investigation and the standards followed regarding how the results of the background investigation are evaluated.

## **Dress**

Contractors shall send temporary employees to job assignments dressed consistently with the standards for the temporary assignment.

## **Communication Skills**

Unless otherwise requested, all temporary employees must be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the State job specification.

## **REMOVAL OF TEMPORARY EMPLOYEE**

The College reserves the right to end a temporary assignment at any time for any reason. In the event a temporary employee fails to adhere to TCNJ policies, procedures, directions or security / safety regulations, or demonstrate that he/she does not have the experience required for the job , the TCNJ Office of Human Resources shall notify the contractor who shall replace the employee as soon as practicable.

### Conversion of Temporary Employee to Regular Employee

The contractor agrees to permit the conversion of a temporary employee to a TCNJ employee as no cost.

## **TIMESHEETS, INVOICES & PAYMENTS**

The contractor shall provide temporary employee timesheets for TCNJ's review and approval.

The contractor shall submit a detailed invoice before payment(s) can be made. The invoice must provide the following information:

- Company name, address and contact
- Participating Public Agency
- Bill-to name and contact information
- Contract Serial Number
- Participating Public Agency purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

Issues regarding billing or invoicing shall be directed to the Participating Public Agency as listed on the Purchase Order.

## **TERMS OF CONTRACT**

The contract awarded as a result of this Request for Proposal shall cover the period July 1, 2019 through June 30, 2022 plus an option to renew for two (2) additional one (1) year terms at the Colleges discretion. The contractor will coordinate all work schedules or deliveries with:

The Office of Human Resources  
The College of New Jersey  
2000 Pennington Road  
ASB 101  
Ewing, NJ 08628-0718

## **MINIMUM QUALIFICATIONS**

The information regarding minimum qualifications described below must be furnished by all contractors. If a contractor fails to provide this information, the procurement officer shall deem the contractor not susceptible for receiving an award.

- The contractor must have at least ten (10) years of experience providing temporary staffing services in any of the following core areas: accounting/finance, human resources, administrative, or industrial staffing/cleaning.

## **EVALUATION FACTORS**

- Price
- Experience/References
- Ability to provide services as specified
- Approach to services
- Background Investigation Standards and Evaluation Process

## **EXHIBIT A**

See separate document with State Job Descriptions

## **EXHIBIT B**

### **Background Check Requirements**

Criminal Search – The criminal search is a multi-state and federal search of criminal records, including the District of Columbia. Each criminal search report contains felony and misdemeanor records, sex-offender records of all 50 states, inmate records and arrest information.

Sex Offender Registry - The Sex Offender Registry houses sex offender records in all 50 states including District of Columbia.

Single County Search - A search will be conducted at the county court level for felony and misdemeanors. \*List County Fees that may be added to required search



Quote Number:	AB190036
Date Issued:	6/9/2019
Requesting Dept:	Human Resources
Fiscal Year:	2019

**COST SHEET**

Please review all the specifications on the previous page(s) and complete the following cost sheet in its entirety. Please read all the information carefully for the details. Any deviations from the specifications during this process, if in the opinion of the College, deters from the original specifications, may be grounds for disqualification of your proposal.

<u>Title</u>	<u>Rate per Hour</u>
<b>Program Assistants</b>	
<b>Professional Service Specialists 4A</b>	
<b>Carpenter</b>	
<b>Masons</b>	
<b>Building Maintenance</b>	
<b>Groundskeeper</b>	

**All shipping and handling charges must be included in the total cost. The College is F.O.B. Destination and Tax Exempt.**

Desired Delivery Date:	<u>As requested</u>
Discount Payment Terms:	_____
Will pricing be extended to other NJ State Colleges and Universities	<input type="checkbox"/> Yes <input type="checkbox"/> No
Price quotes are firm through issuance of contract until the following date:	_____
Company Name:	_____
Bidders Signature:	_____



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**Job Specification 80081**

**PROGRAM ASSISTANT, ADMINISTRATIVE SERVICES**

**DEFINITION**

Under general supervision of a Professional Services Specialist 2 or other supervisory officer in the Administrative Services area at a state college, is responsible for performing basic professional functions using established policies, procedures, precedents, and guidelines; does related work as required.

**EXAMPLES OF WORK:**

Applies principles, federal and/or state laws and regulations in the course of official duties.

Consults with the supervisor on a regular basis to discuss progress, identify problems, and effect resolutions.

Establishes liaison and maintains cooperative working relationships with other staff or areas whose functions impact on assigned responsibilities.

Assigns and monitors the work of part-time and/or student workers as required.

Assists in the development of training programs for students, staff, and others.

Provides guidance and instruction in the proper and safe use of equipment for which the area is responsible.

Schedules use of, sets up and maintains equipment; performs experiments and demonstrations.

Gathers and compiles materials for publications and other requisite reports.

Attends and participates in meetings and events related to assigned responsibilities.

Secures and safeguards equipment and facilities for which the area is responsible.

Prepares clear, technically sound, accurate, and informative reports containing findings, conclusions, and recommendations.

Prepares correspondence in the course of official duties.

Maintains essential records and files.

May be required to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

**REQUIREMENTS:**

**EDUCATION:**

Graduation from an accredited college with a Bachelor's degree.

**NOTE:** Applicants who do not possess the required education may substitute experience on a year for year basis.

**NOTE:** Applicants who possess an Associate's degree may substitute two (2) years of position-related experience for the remaining two (2) years of education.

**LICENSE:**

Appointee will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform the essential duties of the position.

**KNOWLEDGE AND ABILITIES:**

Knowledge of the principles and techniques essential to the performance of assigned responsibilities.

Ability to acquire knowledge of college policies and procedures.

Ability to comprehend, interpret, and apply established law, regulations, policies, procedures, precedents, and guidelines.

Ability to provide guidance and instruction in the use of assigned equipment.

Ability to establish and maintain cooperative working relationships with other offices or organizations whose functions impact on assigned responsibilities.

Ability to gather and compile materials for publication.

Ability to assign and monitor the work of other employees.

Ability to represent the college at conferences, meetings, and seminars.

Ability to prepare clear, technically sound, accurate, and informative reports containing findings, conclusions, and recommendations.

Ability to prepare correspondence.

Ability to maintain essential records and files.

Ability to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

Ability to read, write, speak, understand, or communicate in English sufficiently to perform the duties of this position. American Sign Language or Braille may also be considered as acceptable forms of communication.

Persons with mental or physical disabilities are eligible as long as they can perform the essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

CODES: P16-80081 (NE/12)                      JMR                      06/26/93  
P13-80080 (NE/10)

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**Job Specification**

**PROFESSIONAL SERVICES SPECIALIST 4  
ADMINISTRATIVE SERVICES**

**DEFINITION:**

Under the coordination of a Professional Services Specialist 2 or higher supervisory officer in the Administrative Services area at a state college, is responsible for performing basic professional functions using established policies, procedures, precedents, and guidelines; does related work as required.

**EXAMPLES OF WORK:**

Reviews and interprets applicable principles, federal, and/or state laws and regulations in the course of official duties.

Consults with the supervisor regarding issues and concerns in the course of duties.

Establishes liaison and maintains cooperative working relationships with other staff or organizations whose functions impact on assigned responsibilities.

May assign and monitor the work of clericals, part-time, and/or student workers as required.

May serve on standing and ad hoc committees.

Prepares clear, technically sound, accurate, and informative reports containing findings, conclusions, and recommendations.

Prepares correspondence in the course of official duties.

Maintains essential records and files.

Assists in the development and implementation of appropriate training programs for students, staff and others.

Provides guidance and instruction in the proper and safe use of equipment for which the unit is responsible.

Schedules use of, sets up and maintains equipment; performs experiments and demonstrations.

Gathers and compiles materials for publication and other requisite reports.

Attends and participates in meetings and events related to assigned responsibilities.

Represents the college at conferences, meetings, and seminars.

May be required to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

**REQUIREMENTS:**

**EDUCATION:**

Graduation from an accredited college with a Bachelor's degree.

**EXPERIENCE:**

One (1) year of professional experience in different aspects of administration and business practices; including design and implementation of policy and procedures, vendor service contracts and improving and updating management practices.

**NOTE:** Applicants who do not possess the required education may substitute experience on a year for year basis.

**LICENSE:**

Appointee will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform the essential duties of the position.

**KNOWLEDGE AND ABILITIES:**

Knowledge of the principles and techniques essential to



performance of assigned responsibilities.

Knowledge of college policies and procedures.

Ability to comprehend, analyze, interpret, and apply established law, regulations, procedures, precedents, and guidelines.

Ability to establish liaison and maintain cooperative working relationships with other staff or organizations.

Ability to gather and compile materials for publication.

Ability to assign and monitor the work of clerical employees.

Ability to represent the college at conferences, meetings, seminars, etc.

Ability to prepare clear, technically sound, accurate, and informative reports containing findings, conclusions and recommendations.

Ability to prepare correspondence.

Ability to maintain essential records and files.

Ability to organize assigned work, analyze problems, and develop appropriate work methods.

Ability to assist in the development and implementation of training programs.

Ability to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

Ability to read, write, speak, understand, or communicate in English sufficiently to perform the duties of this position. American Sign Language or Braille may also be considered as acceptable forms of communication.

Persons with mental or physical disabilities are eligible as long as they can perform essential functions of the job with or without reasonable accommodation. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

**This job specification is applicable to the following title code(s) which are different work week or work month and/or variants of the job class title:**

Job Spec Code	Variant	State, Local or Common	Class of Service	Work Week	State Class Code	Local Class Code	Salary Range	Note
80180		S	N	NE	18	N/A	P15	10 Month
81253		S	N	NE	18	N/A	P18	

This job specification is for **state** government use only.  
Salary range is only applicable to state government.  
Local salaries are established by individual local jurisdictions.

3/21/2015

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### Job Specification

#### CARPENTER

#### ALL JURISDICTIONS

#### DEFINITION

Under a supervisory officer, does general carpentry work involved in the layout, construction, repair and maintenance of buildings and of household, office, and institution equipment and furnishing; does other related duties.

**NOTE:** The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.

#### EXAMPLES OF WORK:

Repairs broken and malfunctioning furniture, doors, window cords and sashes, venetian blinds, screens, locks, glass panes, and other types of equipment, and makes and installs window frames and sashes, screens, trim, doors, flooring, siding, sheathing, stairs, railing porches, cabinets, and simple furniture.

Constructs and repairs buildings and structures, making use of any appropriate wood joints such as dovetail, miter, mortise, and tenon.

Replaces damaged ceiling panels, wall coverings, or floor segments such as inlaid parquet pieces.

Builds bookcases, cabinets, tables, fan brackets, stands, screens, partitions, and other types of equipment.

Makes various types of rafter cuts; lays out and cuts stair horse stringers; erects scaffolding; constructs and installs cribbing and form for concrete; sets and operates a variety of woodworking machines including power saws and attachments, planers, jointers, sanders, electric drills, and routers.

Makes emergency carpentry repairs.

Instructs inmates and/or patients in carpentry work and ensures their safety, custody, and work progress.

Builds and makes repairs to special truck bodies.

Makes time and materials estimates.

Makes reports of personnel, time supplies, and work completed.

Maintains records.

In the Department of Human Services, may be required to undergo fire-training classes.

May be required to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

#### REQUIREMENTS:

##### EXPERIENCE:

Three (3) years of experience in carpentry work involving the layout, construction, repair, and maintenance of buildings and office equipment and furnishings.

##### LICENSE:

Appointee will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform the essential duties of the position.

##### LICENSE

Appointees may be required to possess a valid Commercial Driver's

License (CDL) and applicable endorsements for the class and type of vehicle being operated.

**NOTE:** The responsibility for ensuring that employees possess the required motor vehicle license, commensurate with the class and type of vehicles they operate, rests with the Appointing Authority.

**KNOWLEDGE AND ABILITIES**

Knowledge of methods and problems involved in inspecting, repairing, constructing and maintaining buildings, furniture, ventilators, window cords, sashes, screens, locks, and other equipment.

Ability to analyze carpentry work, organize work, and develop work methods.

Ability to carry out directions and/or work from blueprints or drawings.

Ability to make carpentry repairs and to do carpentry construction work.

Ability to make efficient, safe use of standard carpentry tools and equipment including, planers, joiners, and band and crosscut saws, shapers, and other specialized tools and machinery.

Ability to requisition, store, safeguard, and use carpentry equipment, materials, and supplies.

Ability to take safety precautions.

Ability to prepare reports of equipment and materials used, time spent, and work completed.

Ability to maintain records.

Ability to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

Ability to read, write, speak, understand, or communicate in English sufficiently to perform the duties of this position. American Sign Language or Braille may also be considered as acceptable forms of communication.

Persons with mental or physical disabilities are eligible as long as they can perform the essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

**This job specification is applicable to the following title code:**

Job Spec Code	Variant	State, Local or Common	Class of Service	Work Week	State Class Code	Local Class Code	Salary Range	Note
41122		S	C	40	15	N/A	C16	-

This job specification is for **state** government use only. Salary range is only applicable to state government. Local salaries are established by individual local jurisdictions.

MCK 03/17/2007



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### **Job Specification 41543**

### **MASON AND PLASTERER**

#### **DEFINITION**

Under supervision, does varied types of general masonry and plastering work involved in the construction, repair, and maintenance of cement, block, stone, plaster, and brick structures; does related work as required.

#### **EXAMPLES OF WORK:**

Inspects walls, ceilings, and other plaster work, interior and exterior brickwork, stonework, tile floors, drains, and other types of masonry and plastering work; ascertains the nature of needed repairs and does whatever repair work is necessary.

Constructs utility manholes; builds forms and pours concrete floors, sidewalks, steps and foundations; performs other types of masonry and plastering work; constructs block, stone and brick walls, chimneys, columns, and partitions by establishing the grade, setting the lines, constructing the forms, mixing the cement or mortar, pouring the footings or foundation, and laying the block, stone and/or brick; finishes walks, floors and other surfaces.

In plastering, prepares walls and ceilings by applying the wood, wire or compositions lath; determines the proper mix for each coat; sets the screeds; applies the scratch and/or brown and/or finish or white coat; erects drywall and tapes, spackles and finishes; prepares bases; mixes concrete; patches plaster and stucco walls.

Makes emergency masonry and plastering repairs.

When so required, may instruct the inmates of state institutions or others in simple plastering work.

Uses trowels, jointers, edgers, chisels, levels, plumb bobs, vibrators, concrete mixers, and other special tools: mixes cement mortar, lime cement mortar, and lime mortar; slakes lime and tempers mortar.

Requisitions, stores, safeguards, and properly uses equipment, materials and supplies.

Works from plans, specifications and sketches.

Keeps simple records of materials used, work done and time spent.

In the Department of Human Services, may be required to undergo fire training classes.

In the Department of Corrections, may be required to act as team leader and provide appropriate on-site work assignments to a group of assigned inmates.

May be required to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office or related units.

#### **REQUIREMENTS:**

##### **EXPERIENCE:**

Three (3) years of comprehensive experience in masonry and plastering work involving the construction, repair, and maintenance of cement, plaster, stone and brick structures.

##### **LICENSE:**

Appointee will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform the essential duties of the position.

##### **KNOWLEDGE AND ABILITIES:**

Knowledge of the problem involved in inspecting, repairing, constructing, and maintaining walls, ceilings, interior and exterior

brickwork, tile floors, drains, utility manholes, cement and concrete floors, sidewalks, steps and foundations, sewage and water lines, forms, and other types of masonry and plastering work.

Ability to analyze problems involving masonry and plastering work, organize assigned work, and develop effective work methods.

Ability to understand, remember, and carry out oral and written directions and assignments.

Ability to inspect, repair, construct, and maintain cement, plaster, and brick structures and to use trowels, jointers, pressure sprayers, concrete mixers, and other special tools and equipment.

Ability to observe established safety requirements.

Ability to requisition, store, safeguard, and properly use equipment, materials and supplies.

Ability to keep simple records of materials used, work completed and time spent.

Ability to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office or related units.

Ability to read, write, speak, understand, or communicate in English sufficiently to perform the duties of this position. American Sign Language or Braille may also be considered as acceptable forms of communication.

Persons with mental or physical disabilities are eligible as long as they can perform the essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

Code: S-A16-41543

CAH

12/15/93

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### **Job Specification**

#### **BUILDING MAINTENANCE WORKER**

##### **DEFINITION**

Under direction of a Crew Supervisor, M/W Building Maintenance Workers or other supervisor in a state department, institution, or agency, may be assigned to work with mechanics, carpenters, electricians, painters, plumbers, and steam fitters in the trades as a helper; cleans and maintains offices, furniture, building, and grounds, and makes minor repairs; does other related duties as required.

**NOTE:** The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.

##### **EXAMPLES OF WORK:**

Inspects and determines cleaning and maintenance work to be done and materials needed for such work.

Sweeps, washes, cleans, and waxes floors, in washing windows and woodwork, and in other work involved in the cleaning of offices, halls, living quarters, cafeterias, classrooms, gymnasiums, auditoriums, kitchens, lavatories, dormitories, and other units.

Dusts, waxes, and polishes, desks, tables, chairs, office equipment, and other furniture.

Collects and disposes of waste papers and refuse, sweeps sidewalks, and removes papers, refuse, trash, and weeds from outside grounds.

Cleans washrooms, toilets, sinks, and other fixtures in lavatories and kitchens and sees that clean towels, tissues, and soap are available.

Rearranges and relocates office furniture, records, and supplies.

Dusts and cleans venetian blinds.

Cleans, places, and replaces window and door screens.

May assist in erecting and dismantling metal and wood scaffolding.

May assist in firing boilers.

May assist in snow removal.

Periodically checks fuel and housekeeping supplies.

Collects, counts, and sorts laundry.

Sees that doors are kept locked at the end of the work day.

Washes blackboards.

Sees that damaged appliances, equipment, and supplies are reported and/or replaced.

Oils, greases, and does other work involved in maintenance of fans, vibrators, and deep therapy, infrared, and ultraviolet lamps.

Replaces electric light bulbs and fuses.

Repairs locks, window cords, venetian blinds, faucets, and other equipment.

Paints walls, woodwork, and ceilings.

Obtains, stores, safeguards, records, and properly uses department equipment, materials, and supplies.

Makes simple reports.

Keeps records.

In the Department of Human Services may be required to undergo Fire Training Classes.

Will be required to learn to utilize various types of electronic and/or manual recording and information system used by the agency, office, or related units.

##### **REQUIREMENTS:**

##### **LICENSE:**

Appointees will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform essential duties of the position.

**KNOWLEDGE AND ABILITIES:**

Knowledge of problems and methods of inspecting and determining the cleaning and maintenance work to be done and the materials needed.

Knowledge of routines and methods effective in large scale cleaning and maintenance work.

Knowledge of problems encountered and materials, tools, and procedures used in washing, waxing, vacuuming, and polishing tile, cement, linoleum, and other floors and woodwork, furniture, and fixtures.

Knowledge of proper use and minor adjustment of sweepers, vacuum cleaners, floor waxers and polishers, and other equipment.

Knowledge of general safety precautions to be observed.

Ability to understand, remember, and carry out oral and written directions, and to learn quickly from oral and written explanations and from demonstrations.

Ability to work harmoniously with associates, superior officials, and with patients as well as members of the general public.

Ability to clean and wash windows, venetian blinds, blackboards, and floors, to dust desks, chairs, tables, and other furniture, to wax and polish floors, to clean and wash toilets, sinks, and other lavatory fixtures, and to do other work involved in the cleaning of offices, halls, living quarters, cafeterias, classrooms, gymnasiums, auditoriums, lavatories, and other buildings.

Ability to keep an assigned building, ward, units, or area in a clean, sanitary, and orderly condition.

Ability to obtain, store, safeguard, and properly use equipment materials and supplies.

Ability to observe safety precautions and to recognize and report potentially hazardous conditions.

Ability to make simple reports.

Ability to keep records.

Ability to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

Ability to read, write, speak, understand, and communicate in English sufficiently to perform the duties of this position. American Sign Language or Braille may also be considered as acceptable forms of communication.

Persons with mental or physical disabilities are eligible as long as they can perform the essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

**This job specification is applicable to the following title code:**

Job Spec Code	Variant	State, Local or Common	Class of Service	Work Week	State Class Code	Local Class Code	Salary Range	Note
44133		S	N	40	07	N/A	008	

This job specification is for **state** government use only.

Salary range is only applicable to state government.

Local salaries are established by individual local jurisdictions.

2/2/2019



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## **Job Description 42744**

### **GROUNDWORKER**

#### **DEFINITION**

Under direction of a Head Grounds Worker or other supervisory official in a state institution or department, does tasks involved in the maintenance of grounds; does other related duties as required.

**NOTE:** The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.

#### **EXAMPLES OF WORK**

Takes the lead in work involved in the maintenance of institutional grounds.

Prepares soil and the seeds, rolls, cuts, weeds, waters, trims lawns.

Sprays, prunes, and trims orchards and shrubs.

Plants, transplants, and thins trees and shrubs.

Removes dirt, rubbish, snow, leaves and other refuse and assists in the maintenance of roads, lawns, shed, benches, and parking areas.

May plan the removal of snow and/or direct the operation of snow blowers and salt spreaders.

Sees that the noncultivated areas are properly maintained.

Provides assignments and instructions to employees and to patients and/or inmates assigned to grounds duties and supervises the performance of the work.

Sees that equipment, materials, and supplies including tractors, grass cutters, scythes, hoes, rakes, sprinklers, garden hose, cultivators, spades, shears, spraying devices, fertilizers, seeders, and other garden and grounds keeping equipment and tools are used properly.

Prepares requisitions for equipment, materials, and supplies and ensures these are safeguarded, stored, used, and recorded.

May ensure the safety, custody, and progress of patients and/or inmates assigned to grounds work.

Reports unusual occurrences and significant conditions in the buildings and on the grounds, and takes those steps required to ensure safe, orderly conditions.

Reports on progress of individual patients and/or inmates as required, and prepares other reports containing findings, conclusions, and recommendations.

May be required for short periods to perform assigned duties within buildings.

May be required to undergo fire training classes (in the Department of Human Services).

Will be required to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

#### **REQUIREMENTS**

##### **EXPERIENCE**

One (1) year of experience in the performance of semiskilled grounds keeping work.

##### **LICENSE**

Appointees may be required to obtain a NJ Certified Pesticide Applicator's or Operator's Permit in the required categories.

Appointees will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform essential duties of the position.

#### **KNOWLEDGE AND ABILITIES**

Knowledge of methods used to plan, lay out and perform lawn and grounds maintenance work.

Ability to take the lead in the work involved in laying out flower beds and directing preparation of soil, planting of seeds, weeding and thinning of bedding stock, and production of flowers for cutting purposes.

Ability to perform the tasks necessary for the propagation of trees, shrubbery, and



perennial plants, and to direct the pruning of trees and shrubs, weeding, mowing of lawns, and trimming of hedges.

Ability to properly use equipment, materials, tools, and supplies, and to train patients and inmates in their proper handling and maintenance.

Ability to take the measures required to ensure safety and custody of patients and inmates assigned to grounds keeping work, to recognize suspicious and/or dangerous situations and occurrences, and to take necessary measures to secure safe, orderly conditions.

Ability to requisition, safeguard, store, and record equipment, tools, materials, and supplies.

Ability to prepare reports and maintain records.

Ability to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

Ability to read, write, speak, understand or communicate in English sufficiently to perform the duties of the position. American Sign Language or Braille may also be considered as acceptable forms of communication.

Persons with mental or physical disabilities are eligible as long as they can perform the essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

CODES: 09/A10 - 42744 MCK 03/03/05

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**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO COMPLY WITH THE AFFIRMATIVE ACTION REQUIREMENTS LISTED ABOVE.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I** Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **The College of New Jersey** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **The College of New Jersey** to notify the **The College of New Jersey** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **The College of New Jersey** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	



**NON-COLLUSION STATEMENT**

Date: \_\_\_\_\_

The College of New Jersey  
The Office of Finance & Business Services, Purchasing Department  
Administrative Services Building, Room 201  
P.O. Box 7718  
Ewing, New Jersey 08628-0718

To Whom It May Concern:

This is to certify that the undersigned bidder \_\_\_\_\_ as not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal submitted to The College of New Jersey on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

Corporate Seal:

Attest by: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission Expires: \_\_\_\_\_

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED

## INFORMATION AND INSTRUCTIONS

### For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Form

#### **Background Information**

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

#### **Two-Year Certification Process**

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.**

**State Agency Instructions:** Prior to the awarding of a contract, the State Agency should first send an e-mail to [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

#### **Instructions for Completing the Form**

**NOTE:** Please refer to pages 3 and 4 “USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117” for guidance when completing the form.

#### **Part 1: BUSINESS ENTITY INFORMATION**

**Business Name** – Enter the full legal name of the vendor, including trade name if applicable.

**Address, City, State, Zip and Phone Number** -- Enter the vendor's street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor's primary email address.

**Vendor FEIN** – Please enter the vendor's Federal Employment Identification Number.

**Business Type** - Check the appropriate box that represents the vendor's type of business formation.

**Listing of officers, shareholders, partners or members** - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

**Part 2: DISCLOSURE OF CONTRIBUTIONS**

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

**Name of Recipient** - Enter the full legal name of the recipient.

**Address of Recipient** - Enter the recipient's street address.

**Date of Contribution** - Indicate the date the contribution was given.

**Amount of Contribution** - Enter the dollar amount of the contribution.

**Type of Contribution** - Select the type of contribution from the examples given.

**Contributor's Name** - Enter the full name of the contributor.

**Relationship of the Contributor to the Vendor** - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

**NOTE:** If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

**Part 3: CERTIFICATION**

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

**Read the five statements of certification prior to signing.**

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.



## Public Law 2005, Chapter 51 and Executive Order 117 (2008)

### State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

### Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

### Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at:

<https://www.state.nj.us/treas/purchase/eo134questions.shtml>

Reference materials and forms are posted on the Political Contributions Compliance website at:

<http://www.state.nj.us/treasury/purchase/execorder134.shtml>

### **USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117**

- **“Business Entity/Vendor”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual's civil union partner and any child residing with that person.<sup>1</sup>
- **“Officer”** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

<sup>1</sup>Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

**USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117**

- **“Contribution”** is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
  1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
  2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
  3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2



State of New Jersey  
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

**FOR STATE AGENCY USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting  
recertification**

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

**All Officers of a Corporation or PC**

**10% and greater shareholders of a corporation  
or all shareholder of a PC**

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**All Equity partners of a Partnership**

**All Equity members of a LLC**

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If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>**

**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
<b>If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.</b>

Remove Contribution

Add a Contribution

Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

**Part 3: Certification**

- (A)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C)  I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D)  I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
  - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
  - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
  - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_

**Procedure for Submitting Form(s)**

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**

**"N.J.S.A. 52:34-13.2 CERTIFICATION"**  
**SOURCE DISCLOSURE CERTIFICATION FORM**

Contractor: \_\_\_\_\_ Waiver Number: \_\_\_\_\_

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

**List every location where services will be performed by the Contractor and all Subcontractors.**

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location[s] by <b>COUNTRY</b>	Reasons why services cannot be performed in <b>USA</b>
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Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

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I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: \_\_\_\_\_  
[Name of Organization or Entity]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**MACBRIDE PRINCIPLES FORM****BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION  
IN COMPLIANCE WITH MACBRIDE PRINCIPLES  
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

State of New Jersey

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: Bidder/Offeror:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET.

Name Relationship to Bidder/Offeror
Description of Activities
Duration of Engagement Anticipated Cessation Date
Bidder/Offeror Contact Name Contact Phone Number

[Empty box for additional information]

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Signature:

Title: Date:





## VENDOR QUALIFICATION SHEETS

Vendors are requested to submit evidence of qualifications to meet all requirements as required by the Office of Finance & Business Services at The College of New Jersey by providing the information listed below.

If this information is being requested as part of an RFP or RFQ, vendors may be requested to furnish additional information for clarification purposes. This will in no way change the vendor's original proposal.

### TO BE COMPLETED BY VENDOR

1. Please list the types of commodities that your company can provide.
  - A.
  - B.
  - C.
2. The number of years your firm has been providing these services. \_\_\_\_\_ Year(s)
3. Location of vendor's office that will be responsible for managing contract/service:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Federal Identification Number:** \_\_\_\_\_

4. Address where all purchase orders and payment are to be mailed by users of any contract(s) resulting from this proposal (if different from above).

#### **Purchase Orders:**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

#### **Remittances:**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**VENDOR QUALIFICATIONS- continued**

5. Name of insurance company:

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Types of Insurance: \_\_\_\_\_

6. Name of individual to contact for sales/services information:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

7. List the names and titles of personnel who will service this contract:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Is your firm registered with the Secretary of State of New Jersey?      **Yes** \_\_\_\_ **No** \_\_\_\_

9. Is your firm incorporated?      **Yes** \_\_\_\_ **No** \_\_\_\_

A) In What State? \_\_\_\_\_

10. Is your firm considered a small business in the State of New Jersey? **If yes, please attach a certificate or certification statement from the New Jersey Commerce and Economic Growth Commission.** If no and you would like to register, please contact the New Jersey Commerce and Economic Growth Commission at 609-777-0885.

**Small Business:**      **Yes** \_\_\_\_ **No** \_\_\_\_

A) What category does your firm fall under?

Gross Revenues do not exceed \$500,000      \_\_\_\_\_

Gross Revenues do not exceed \$5 million      \_\_\_\_\_

Gross Revenues do not exceed \$12 million      \_\_\_\_\_

Under Executive Order 34, TCNJ is responsible for soliciting demographic information from its vendors. TCNJ is required to seek the following information from each firm under contract with us:

1. Is more than fifty percent (50%) of your company minority owned? (circle one)      YES      NO  
(African-American, Hispanic, Asian, and/or Native American)
  
2. Is more than fifty percent (50%) of your company woman owned? (circle one)      YES      NO
  
3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)
  - ... Asian American
  - ... Multiple Ethnicities
  - ... Non-Minority
  - ... Hispanic American
  - ... African American
  - ... Caucasian American Female
  - ... Native American
  - ... Unspecified

TCNJ is required to solicit the foregoing information. Your response, however, is **strictly voluntary**. Please be advised that any contracting decisions made by TCNJ will **not** be influenced in any way by your decision to provide the above information.

**EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES**

On September 15, 2006, Governor Corzine signed Executive Order 34 establishing a Division of Minority and Women Business Development. The Division is charged with administering and monitoring policies, practices, and programs to ensure that New Jersey owned minority and women business enterprises (MWBE) are afforded an equal opportunity to participate in New Jersey's purchasing and procurement processes.

State entities are required to report to the Division the ethnic and gender composition of the vendors with which we do business.

**VENDOR QUALIFICATIONS-**

11. Please provide a list of former or present clients. Also, indicate the name of a contact person and telephone number for reference purposes. **Any personnel from The College of New Jersey listed as a reference will not be considered a valid reference.**

**A.      Client Name:**

**Contact Name:**

**Telephone Number:**

**Fax Number:**

**Email Address:**

**B.      Client Name:**

**Contact Name:**

**Telephone Number:**

**Fax Number:**

**Email Address:**

**C. Client Name:**

**Contact Name:**

**Telephone Number:**

**Fax Number:**

**Email Address:**

**D. Client Name:**

**Contact Name:**

**Telephone Number:**

**Fax Number:**

**Email Address:**

**VENDOR QUALIFICATIONS- continued**

12. Please answer the following questions related to your prior experience:

- a. Has the bidder been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with the contracting unit? If yes, attach summary of details on a separate sheet.

Yes \_\_\_\_\_

No \_\_\_\_\_

- b. Has the bidder defaulted on a contract, thereby requiring the local unit to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract? If yes, attach summary of details on a separate sheet.

Yes \_\_\_\_\_

No \_\_\_\_\_

- c. Has the bidder defaulted on a contract, thereby requiring the local unit to look to the bidder's surety for completion of the contract or tender of the costs of completion? If yes, attach summary of details on a separate sheet.

Yes \_\_\_\_\_

No \_\_\_\_\_

- d. Has the bidder been debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of contract award, whether or not the action was based on experience with the contracting unit. If yes, attach summary of details on a separate sheet.

Yes \_\_\_\_\_

No \_\_\_\_\_

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.** IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**TYPE OR PRINT IN SHARP BALL POINT PEN**

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

**STATE OF NEW JERSEY**  
**Division of Public Contracts Equal Employment Opportunity Compliance**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT**- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN.  
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE.  
DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the Form, go to: [www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID, NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY			
4. COMPANY NAME					
5. STREET	CITY	COUNTY	STATE	ZIP CODE	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE	
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT					
10. PUBLIC AGENCY AWARDED CONTRACT					
		CITY	COUNTY	STATE	ZIP CODE

<b>Official Use Only</b>	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER
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**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE*****					***** FEMALE*****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR		
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this Form is true and correct.



## **GENERAL TERMS AND CONDITIONS**

Unless the vendor is specifically instructed otherwise or specifically deleted on this form, the following terms and conditions apply to all contracts or purchase agreements made with The College of New Jersey. These terms are in addition to any terms and conditions set forth in a solicitation and should be read in conjunction with same unless specifically indicated otherwise. In the event that the vendor would like to present terms and conditions that are in conflict with these terms and conditions or proposes changes or modifications or takes exception to any of The College's terms and conditions, the vendor must present those conflicts in writing prior to the submission of their proposal/bid for the required goods/services. Any conflicting terms and conditions that the College is willing to accept will be reflected in writing. Any cross out or change in the College's terms and conditions at time of proposal/bid submission may be a factor in determining an award of contract or purchase agreement.

Vendors are notified by this statement that all terms and conditions will become a part of any contract or order awarded as a result of a request for proposal whether stated in part, in summary, or by reference. In the event a vendor's terms or conditions conflict with a State law and/or the College's terms and conditions, the State law or College's terms and conditions will prevail.

The vendor's status pursuant to all contracts or purchase agreements shall be that of an independent contractor and not of an employee of The College or the State of New Jersey.

### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS**

**1.1 CORPORATE AUTHORITY**-N.J.S.A. 14A:13-3 requires 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.

**1.2 ANTI-DISCRIMINATION**-All parties to any contract with The College of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained in N.J.S.A 10:2-1 through 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.

**1.3 PREVAILING WAGE ACT**-The New Jersey Prevailing Wage Act N.J.S.A. 34:11-56.26 et seq. is hereby made a part of every contract entered into on behalf of The College of New Jersey except those contracts which are not within the contemplation of the Act. The vendor's signature on his proposal guarantees that neither the firm nor any subcontractors employed to perform the work covered by his proposal has been suspended or debarred by the Commissioner of the Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the vendor's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by his proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

**1.4 WORKER AND COMMUNITY RIGHT TO KNOW ACT**-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 College must be labeled by the vendor in compliance with the provisions of the Act.

**1.5 OWNERSHIP DISCLOSURE**-Contracts for any work, goods, or services exceeding \$17,500 cannot be issued to any firm unless 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.S.A. 52:25-24.2.



**1.6 COMPLIANCE-STATE LAWS-**It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed by and construed in accordance with the laws of the State of New Jersey. The laws of the State of New Jersey shall determine the rights and obligations of the parties hereto.

A. Business Registration – As a condition to entering into a State contract, effective January 18, 2010, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities are prohibited from entering into a contract exceeding \$4,950 with an entity unless the vendor and subcontractor as applicable each has a valid Business Registration Certificate on file with the Division of Revenue.

The contractor 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 their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>.

B. Public Works Contractor Registration Act - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or 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. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lssse/lspubcon.html>.

C. The contractor 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.

D. Certification and Disclosure of Political Contributions – Pursuant to N.J.S.A. 19:44A-20.14 et seq (P.L. 2005, C 51 and EO no. 117), The College is prohibited from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Prior to awarding any contract or agreement, the vendor shall submit the Certification and Disclosure form to The College, for review and approval by the State Treasurer or his designee, certifying that no contributions prohibited by either Chapter 51 or Executive Order 117 have been made by the vendor and reporting all contributions the vendor made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.

E. Political Contribution Disclosure – For any contract exceeding \$17,500, with the exception of contracts awarded as a result of the public advertising for bids, the vendor must comply with the requirements of P.L. 2005, c.271.

F. Annual ELEC Disclosure - Contractor 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, section 3 as amended) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

G. Compliance Codes - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

H. Buy American Act - Pursuant to N.J.S.A 52:32-1 and 52:33-1 et. seq., if manufactured items or farm products will be provided under this contract to be used in public work or a public contract, they shall be manufactured or produced in the United States and the vendor shall be required to so certify provided this

requirement is not inconsistent with the public interest, the cost not unreasonable, nor the requirement impractical.

I. MacBride Principles – The vendor must comply with the requirements of N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride Principles of nondiscrimination in employments as set forth in N.J.S.A. 52:18A:89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

J. Service Performed in the U.S. – Under N.J.S.A. 52:34-13.2, all contracts primarily for shall be performed with the United States, except when the Contracting Officer certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States.

**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 goods delivered and/or services performed hereunder.

## **2. LIABILITIES**

**2.1 LIABILITY-COPYRIGHT**-The vendor shall hold and save The College of New Jersey and its officers, agents, students, 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 any contract awarded pursuant to this proposal.

**2.2 INDEMNIFICATION**-The vendor shall assume all risk of and responsibility for any and all claims, demands, suits, actions, recoveries, judgments, 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; and additionally agrees to indemnify, defend, and save harmless The College of New Jersey and its officers, agents, students, and employees from and against such proceedings. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

**2.3 INSURANCE BY THE CONTRACTOR:** The insurance shall be of the kinds and in the amounts required in this paragraph, and shall be issued by insurance companies approved to do business in New Jersey. The College of New Jersey, the State of NJ, and the NJ Educational Facilities Authority shall be named as an additional insured on the policies. The Contractor expressly agrees that any insurance protection required by this contract shall in no way *limit* the Contractor's obligations under this contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage. Nor shall it preclude the College from taking such actions as are available to it under any other provisions of this contract or law. The successful vendor shall secure and maintain in force, for the term of the contract, liability insurance as provided herein. The certificate shall not be cancelled for any reason except after 30 days written notification to the Purchasing Department for The College of New Jersey.

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

**1. Commercial 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 per occurrence for bodily injury liability and \$1,000,000 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 combined single limits.

**3. Worker's Compensation Insurance** applicable to laws of the State of New Jersey and Employers Liability Insurance with a limit of not less than \$500,000.

**4. Professional Liability Insurance (consultants)** Consultant must maintain Professional Liability Insurance with minimum limits of liability that shall not be less than a combined single limit of two million dollars (\$2,000,000) per claim. The professional liability insurance shall be maintained for a period of not less than two years following the actual completion and acceptance of the Project by The College's Contracting Officer. Should the Consultant change carriers during the term of this contract, it shall obtain from its new carrier an endorsement for retroactive coverage.

**B.** Upon request, the successful vendor will provide certificates of such insurance to the Purchasing Department prior to the start of the contract and periodically during the course of a multi-year contract.

**C. EVIDENCE OF INSURANCE.** The Contractor shall when this contract is signed and before beginning the work required under this contract, provide the College with valid certificates of insurance signed by an insurance provider or authorized agent or underwriter to evidence the Contractor's insurance coverage as required in this paragraph, and also copies of the policies themselves. The certificates of insurance shall specify that the insurance provided is of the types and in the amounts required in this paragraph, and that the policies cannot be canceled except after 30 days written notice to the College.

**D. CANCELLATION.** The certificates of insurance shall provide for 30 days written notice to the College before any cancellation, expiration or non-renewal during the term the insurance is required by this contract. The Contractor shall also be required to provide the College with valid certificates of renewal when policies expire. The Contractor shall also, when requested, provide the College with additional copies of each policy required under this contract, which are certified by an agent or underwriter to be true copies of the policies issued to the Contractor.

**E. REMEDIES FOR LACK OF INSURANCE.** If the Contractor fails to renew any of its required insurance policies, or any policy is canceled, terminated or modified, the College may refuse to pay monies due under this contract. The College, in its sole discretion and for its sole benefit, may use monies retained under this paragraph to attempt to renew the Contractor's insurance or obtain substitute coverage if possible for the College's sole benefit, and may invoke other applicable remedies under the contract including claims against the Contractor and its surety. During any period when the required insurance is not in effect, the College may also, in its sole discretion, either suspend the work under the contract or terminate the contract.

### **3. TERMS GOVERNING ALL PROPOSALS TO THE COLLEGE OF NEW JERSEY**

**3.1 CONTRACT AMOUNT-**The amount of any contract negotiated, as a result of this proposal shall not be construed as either the maximum or the minimum amount, which the College shall be obligated to order.

**3.2 CONTRACT PERIOD AND EXTENSION OPTION-**If, in the opinion of the Contracting Officer it is in the best interest of the College to extend any contract awarded as a result for a period of all or any part of a year, the vendor will be so notified of the intent at least 30 days prior to the expiration date of the existing contract. If the extension is acceptable to the vendor, at the original prices and on the original terms, notice will be given to the vendor by the College's Contracting Officer in writing. Unless otherwise specified in such cases, a new Performance Bond may be required of the vendor on a pro rata basis of the original Performance Bond to cover the period of the extension.

### **3.3 VENDOR RIGHT TO PROTEST INTENT TO AWARD**

**A.** Except in cases of emergency, vendors have the right to protest the Contracting Officer's award of the contract as announced in the notice of intent to award. Unless otherwise stated, a vendor's protest must be received no later than seven business days after the date on the notice of intent to award. In the public interest, the Contracting Officer may shorten the protest period, but shall provide at least 48 hours for vendors to respond to a proposed award.

**B.** A protest must be in writing and delivered to the Contracting Officer. It must include the specific grounds for challenging the award.

**C.** The Contracting Officer shall render the College's decision within 10 days to the protesting vendor.

### **3.4 TERMINATION OF CONTRACT**

**A.** Change of Circumstances:

**1.** Where the circumstances or needs of the College significantly change or the contract is otherwise deemed no longer to be in the public interest, the Contracting Officer may terminate the contract.

**2.** The vendor must, where practicable, be given 30 days written notice and an opportunity to respond.

**B.** For Cause:

**1.** Where a vendor fails to perform or comply with a contract and fails to comply with the College's complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Contracting Officer may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for the vendor to respond.

**2.** When a vendor executes a contract poorly as evidenced by formal complaint, late delivery, and poor performance of service, short-shipping etc., the Contracting Officer may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for response. In exceptional situations the Contracting Officer may reduce the period of notification and discretionary dispense with an opportunity to respond.

**C.** For Convenience:

**1.** Notwithstanding any provision or language in this contract to the contrary, the Contracting Officer may terminate at any time, in whole or in part, any contract for the convenience of The College, upon no less than 30 days written notice to the vendor.

**D.** In the event of termination under this section, the vendor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**3.5 COMPLAINTS**-Where a vendor has a history of performance problems as evidenced by formal complaints and/or contract cancellation for cause pursuant to 3.4.B, that vendor may be bypassed for any future contract awards unless the vendor submits with proposal documentation (See N.J.A.C. 17:12-2.8):

**A.** An explanation of the past performance difficulties and the reasons for such occurrences.

**B.** An outline of corrective action taken by the vendor to preclude future recurrences of the same or similar problems in the event the vendor is awarded the contract.

**3.6 SUBCONTRACTING OR ASSIGNMENT**-The contract may not be subcontracted or assigned by the vendor, in whole or in part, without the prior written consent of the Contracting Officer. Such consent, if granted, shall not relieve the vendor of any of his responsibilities under the contract. In the event that a vendor proposes to subcontract for the services to be performed under the terms of the contract award, it shall be stated in the proposal and a list of subcontractors and an itemization of the subcontract services to be supplied will be attached, for approval prior to award of the contract. Nothing contained in the specifications shall be construed as creating any contractual relationship between a subcontractor and the College.

**3.7 PERFORMANCE GUARANTEE OF VENDOR**-The vendor hereby certifies that:

**A.** The equipment offered is standard new equipment, is the manufacturer's latest model in production with parts regularly used for the type of equipment offered and 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.

**B.** All equipment operated by electrical current is UL listed where applicable.

**C.** All new machines are guaranteed as fully operational for the period stated in the RFP from time of written acceptance by The College. The vendor will render prompt service without charge, regardless of geographic location.

**D.** Sufficient quantities of parts for the proper service to equipment will be maintained at distribution points and service headquarters.

**E.** Trained technicians are regularly employed in the territory to provide service and repairs to equipment within 48 hours or a period of time accepted as customary industry practice.

**F.** Any material/equipment rejected for failure to meet the specifications or requirements of the College shall be immediately replaced by the vendor with properly specified equipment/material. Such replacement shall be completely at the vendor's expense.

**G.** All services rendered to the College shall be performed in strict and full compliance with the specifications of the contract.

1. A service contract shall not be considered complete until final approval by the College is rendered.
2. Payment for services rendered may not be made until final approval is given by the College.

**H.** Vendor's obligations under this contract is in addition to the vendor's other expressed or implied assurances under this contract or New Jersey State Law and in no way diminishes any other rights that the College may have against the vendor for faulty material, equipment, or work.

#### **I. Bid and Performance Security**

a. Bid Security – If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of The College of New Jersey.

2. The College will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the College will:

a. Issue an award notice for those offers accepted by the State;

b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the College. In case of default, the College reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5.

Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the bid or Request for Proposal payable to The College of New Jersey, binding the contractor to provide faithful performance of the contract.

2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of The College of New Jersey.

The Performance Security must be submitted to the College within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

**3.8 DELIVERY GUARANTEES**-Deliveries shall be made at such time and in such quantities as ordered in strict compliance with the conditions contained in the contract. The vendor shall be responsible for the delivery of material in first class condition 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 time frame specified or under the schedule stipulated in the specifications, the College may obtain the goods or services from any available source and the difference in price, if any, will be paid by the vendor failing to fulfill the commitment.

**3.9 RIGHT TO INSPECT VENDOR'S FACILITIES**-The College reserves the right to inspect the vendor's establishment before making an award, for the purposes of ascertaining whether the vendor has the necessary facilities for performing the contract. The College may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the College in making a contract award which is most advantageous to the College.

**3.10 RIGHT TO FINAL ACCEPTANCE**-The College reserves the right to reject any or all bids, or to award a contract in whole or in part if deemed to be in the best interest of the College, price and other factors considered. In case of tie bids, the contract shall be awarded at the discretion of the Contracting Officer to the vendor or vendors best meeting all of the specifications and conditions.

**3.11 MAINTENANCE OF RECORD**-The vendor 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 College upon request.

**3.12 Extension of Contract to Other Institutions** – It is understood and agreed that in addition to The College, other New Jersey higher education institutions may also participate in this contract at the same pricing, terms, etc.

**3.13 MERGERS, ACQUISITIONS** - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the College as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested, which may include but need not be limited to the following:

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. updated information including ownership disclosure and Federal Employer Identification Number

**3.14 Right to Request further Information**-The College reserves the right to request all information which may assist in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further the College reserves the right to request a bidder to explain, in detail, how the bid prices were determined.

**3.15 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.6 et. seq. through 17:12-2.12 relating to the right to waive minor elements of non-compliance and defines causes for automatic bid rejection apply to all proposals and bids.

#### **4. TERMS RELATING TO PRICE QUOTATION**

**4.1 PRICE FLUCTUATIONS DURING CONTRACT**-Unless otherwise noted by the College, all prices quoted shall be firm and not be subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period, the College shall receive the full benefit of such price reduction on any subsequent orders for goods or services. The Purchasing Department 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.

**4.2 DELIVERY COSTS**-Unless noted otherwise in the specification, all quoted prices shall include delivery F.O.B. Destination. The vendor shall assume all liability and responsibility for the delivery of merchandise in good condition to The College of New Jersey or any other location specified by the contract. F.O.B. Destination shall be interpreted as platform delivery to the Receiving Department of the College or other receiving point indicated in the contract. In certain instances spot deliveries may be specified and required. No additional freight charges will be payable for transportation costs resulting from partial shipments made for the vendor's convenience when a single shipment is ordered.

**4.3 COD TERMS**-Unless otherwise stated COD terms are not acceptable and such contingency shall constitute just cause for automatic rejection of a bid.

**4.4 TAX CHARGES**-The College of New Jersey is exempt from the New Jersey sales or use tax pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act N.J.S.A. 54:32B-1 et seq. Additionally, the College is exempt from Federal Excise Tax. An exemption certificate or number is not required for The College of New Jersey to make tax-exempt purchases. Official requests on College letterhead or official purchase orders signed by a qualified officer is sufficient proof for the vendor of exemption from paying the sales tax. Vendors should not include tax charges in their price quotations or on subsequent invoices for purchased goods or services. The College's Federal Employer Identification Number is 222797398.

**4.5 PAYMENT TO VENDORS**-Payments for goods and/or services purchased by the College will only be made after receipt of contracted items and approval of the invoice for payment. The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

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 agency's receipt of a properly executed invoice or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the College prior to processing any payments for goods and services accepted by the College. 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.

**4.6 CASH DISCOUNTS**-Cash discounts for periods of less than 21 days will not be considered as factors in the award of contracts. For purposes of determining the College's compliance with any discount offered:

**A.** A discount period shall commence on the date of a properly executed vendor invoice for products and services that have been duly accepted by the College in accordance with terms, conditions and specifications of a valid Contract/Purchase Order. If the invoice is received prior to delivery of the goods or performance of services, the discount period begins with the receipt and acceptance of the goods or completion of services.

**B.** The date of the check issued by the College in payment of an invoice shall be deemed the date of the College's response to an invoice for cash discount purposes.

**4.7 RECIPROCITY** – In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the College will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

## **5. FORCE MAJEURE**

If, because of force majeure, either party hereto is unable to carry out any of its obligations under this contract, other than the obligations to pay money due hereunder, and if such party promptly gives to the other party hereto written notice of such force majeure, then the obligations of the party giving such notice shall be suspended to the extent made necessary by such force majeure and during its continuance, provided that the party giving such notice shall use its best efforts to remedy such force majeure insofar as possible with all reasonable dispatch. The term "force majeure" as used herein shall mean any causes beyond the control of the party affected thereby, such as, but not limited to, acts of God, act of public enemy, insurrections, riots, strikes, lockouts, labor disputes, fire, explosions, floods, breakdowns, or damage to plants, equipment or facilities, embargoes, orders, or acts of civil or military authority, or other causes of a similar nature. Upon the cessation of the force majeure event, the party that had given original notice shall again promptly give notice to the other party of such cessation.

**6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, 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 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 State officer or employee or special 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 is employed or associated or in which he 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 the 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 State officer or employee or special State officer or employee in his 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 State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a 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 6c.

**NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE** - Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, 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 or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the



taxpayer, partnership, or S corporation. 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 under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

**APPLICABLE LAW** - This contract is subject to New Jersey law, including but not limited to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. This Agreement and all matters or issues collateral to it, shall be governed by and construed in accordance with the law of the State of New Jersey, without regard to its conflict of law provisions.