



Number: AB220029  
Date Issued: February 26, 2022  
Purchasing Contact: Anup Kapur  
Phone: (609) 771-2859  
Email: kapura@tcnj.edu  
Requesting Department: Auxiliary Services  
Fiscal Year: 2022

Proposals will be due on **Wednesday, March 30, 2022 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 REQUEST FOR PROPOSAL:**

**Solicit proposals for a vendor to provide laundry machines to The College of New Jersey.**

**INSTRUCTIONS TO VENDOR'S 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 vendor.
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 THE VENDOR**

8. Payment discount terms: \_\_\_\_\_
9. Prices quoted are firm through 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 VENDOR (MUST BE SIGNED)**

Signature of the vendor attests that the vendor 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 SCHEDULED ON THURSDAY, MARCH 3, AT 10 A.M.**



**AB220029**

**February 24, 2022**

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 **February 26, 2021 in the Trentonian**. 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 Laundry Machines **(AB220029)**.

The College will accept sealed bids until **2:00 p.m., March 30, 2022** 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 ((<https://bids.tcnj.edu/home/goods-and-services/>))

A site visit is scheduled for 10:00 a.m. Thursday, March 3 2022 at the Brower Student Center, Room 104.

The College seeks to limit exposure/spread of the Coronavirus (COVID19) by limiting external visitors to campus. Participants planning to attend the site visit and or the bid opening should follow the safety guidelines recommended by the CDC and abide by any and all Executive Order(s) pertaining to safety precautions required as a result of COVID-19.

**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 vendor to provide laundry machines on campus.
- 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 all proposals. In the event that proposals are rejected, the College may elect to re-bid this contract.
- c) The College retains the right to award contracts to two or more vendor's in the event it is determined to be most advantageous to 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) **Vendor** – 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 vendor's proposal submitted in response to this RFP, as accepted by the institution.
- e) **Contractor** – The vendor's 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 vendor's in response to a publicly issued solicitation.
- l) **RFP or Request for Proposal** – Document outlining a scope of work, specifications, etc. inviting potential vendor's 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 **March 10, 2022 by 4 p.m.**

Should any questions be received, an addendum will be placed in the newspaper and the addendum will be posted on the Office of Finance & Business Services website ([www.tcnj.edu/~budfin/](http://www.tcnj.edu/~budfin/)) no later than **March 18, 2022**. **Any and all such addenda MUST be attached to each vendor's proposal 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. **Pre-bid meeting is scheduled for Friday March 3, 2022 at 10 a.m. the College's Brower Student Center, Room 104.**

**Oral presentation:** Prior to award of contract, vendor's who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal if the College so desires. This may provide an opportunity for the vendor to clarify or elaborate on the proposal. The College will schedule the time and location of these presentations.

#### **Submission:**

Each vendor 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, March 30, 2022 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 vendor 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.

**Vendor's should submit one (1) hard copy of their proposal and one (1) digital copy (flash drive) of their 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 vendor 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 vendor's is 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 vendor may designate specific information as not subject to disclosure when the vendor has a good faith legal/factual basis for such assertion. The institutions reserve the right to make the determination and will advise the vendor's 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 vendor 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 vendor 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 provided per the scope of work/attached cost sheet.

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, vendor's, 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, vendor's shall follow guidelines established by the New Jersey Clean Energy Program and/or requirements set forth in Executive Order #11.

**Substitutions**

The vendor's may include in their bid substitute materials or equipment or methods in lieu of those specified in the bidding documents. Any substitution must be equal in type, function and quality to the item required in the specifications.

No vendor 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. Vendor's must determine for themselves which to offer. This may be cause for automatic rejection of bid.

**Multiple Proposals are Not Allowed**

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

**Bid Withdrawal:**

A vendor 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 vendor's 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 vendor's runs the risk of forfeiting their bid bond.

Submitted proposals 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:

- Any addenda if issued
- Non-Collusion Statement
- Statement of Ownership Disclosure
- Source Disclosure Certification: For all procurements that are "primarily" for services, the vendor's 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 vendor's 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 Vendor's shall submit with the proposal the vendor'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 Sheet
- The College of New Jersey strives to create a diverse environment through a variety of initiatives to make the campus more welcoming to people of all backgrounds. Submit a summary of your organization's policies, procedures and practices aimed at increasing diversity in the workforce. Specify the types of diversity that are important to your organization and the diversity of your workforce. Specify the diversity in the team you select for the College commitment and how that will affect the quality of services provided to the College.

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 vendor/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 vendor's, 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 vendor is required to submit a copy of Certificate of Employee Information Report or a copy of Federal Letter of Approval verifying that the vendor is operating under a federally approved or sanctioned Affirmative Action program. If the vendor has neither document of Affirmative Action evidence, then the vendor must complete the attached Affirmative Action Employee Information Report (AA-302) and send it along with a check for \$150 to the NJ Department of Treasury, Division of Purchase and Property, Contract Compliance Unit. Send a copy of the completed form and check to the College.
- Disclosure of Investment in Iran
- Vendor W-9.
- **CERTIFICATE OF INSURANCE:** The vendor 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 - Vendor Certification and Disclosure of Political Contributions:
  - In order for your proposal to be accepted and deemed valid, your company/vendor 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 with the Auxiliary Services department once the contract is awarded.
- b) Term of contract as specified in the scope of work shall commence with the formal date of award and shall not exceed thirty-six (36) months.
- 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, addend to this RFP, the vendors 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 vendor 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/vendor 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 by 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 vendor's 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 vendor's 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 most advantageous to the College. Vendor's should submit prices exactly as instructed. The College reserves the right to request all vendor's to explain the method used to arrive at any or all prices. The College reserves the right to require vendor's 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 vendor's intention is not readily discernible from other parts of the bid proposal, the Executive Director of Procurement Services may seek clarification from the vendor's to ascertain the true intent of the bid.

**6) BEST AND FINAL OFFER (BAFO):**

The College of New Jersey reserves the right, at any time prior to the award of a Contract and for any reason, to request and consider "best and final" proposals from one or more of the vendor's who have submitted a proposal. The number of vendor's allowed to submit "best and finals" and the scope of the "best and finals" shall be determined solely by The College of New Jersey. No vendor's has a right to submit a "best and final."



## **INTRODUCTION**

The College of New Jersey is seeking proposals for the lease and maintenance service of Laundry Machines. This involves washers and dryers for use by College residents at the College of New Jersey, on campus Residential Education staff apartments, off campus houses, as well as laundry machines for our Athletics program. The College will lease, without option to buy, commercial grade washing machines and dryers, as determined by the College from the Contractor. The Contractor will deliver and install all machines, provide signage containing instructions for proper use, service and maintain all machines, and make all machine repairs.

## **PURPOSE AND INTENT**

This specification covers the requirements for a coinless laundry service program at The College of New Jersey. The selected Contractor will provide professional laundry equipment and service in areas designated by the College. (See Attachment I.)

The College has 16 residence halls with accommodation for 3,868 students in the 2019-2020 academic year. In the summer residence halls are used by camp and conference clients as well as Summer School students.

Preference will be given to vendors providing new Energy-Star rated laundry equipment to the residence halls to keep utility costs to a minimum, while providing satisfactory service to the College community. The Contractor will be responsible for the purchase, updating, maintenance, and substitution of all equipment called for by the specifications.

**Period of Contract:** The contract will cover the period(s) as stated in the proposal and commence with the formal date of award. The approximate starting date of the contract will be July 1, 2022 through June 30, 2025. The College, at its discretion, may renew the Contract after the initial period for two (2) additional one (1) year terms. In the event the Contract is extended, all the original terms are to remain in effect for the extended period.

## **BACKGROUND**

The College of New Jersey (TCNJ) is a highly selective institution that is consistently recognized as one of the top comprehensive colleges in the nation. Founded in 1855 as the New Jersey State Normal School, TCNJ maintains the seventh highest four-year graduation rate among all public colleges and universities. It is ranked by Money as one of the top 15 public colleges “most likely to pay off financially,” and U.S. News & World Report rates it the No. 1 public institution among regional universities in the northeast.

Known for its natural beauty, the college is situated on 289 tree-lined acres in suburban Ewing Township, New Jersey, in close proximity to both New York City and Philadelphia. A strong liberal arts core forms the foundation for a wealth of degree programs offered through the college’s seven schools: Arts and Communication; Business; Education; Engineering; Humanities and Social Sciences; Nursing, Health, and Exercise Science; and Science. Five signature experiences are the hallmark of a TCNJ education. They include a personalized, collaborative, and rigorous education; undergraduate research, mentored internships, and field experiences; community engaged learning; global engagement; and leadership development.

TCNJ’s longstanding commitment to faculty-student collaboration was recognized in 2015 by the Council on Undergraduate Research, which named the college the recipient of its inaugural “Campus-wide Award for Undergraduate Research Accomplishment.” In 2006, TCNJ was awarded a Phi Beta Kappa chapter—an honor shared by less than 10 percent of colleges and universities nationally.

Essential to its mission, TCNJ believes in the transformative power of education to develop critical thinkers, responsible citizens, and lifelong learners and leaders. Leadership programming is offered throughout an undergraduate’s career, as well as other programs and services aimed at students’ social, emotional, career, academic, spiritual, and physical development. TCNJ encourages students to expand their talents and skills through more than 200 campus organizations. These groups include performing ensembles, professional and honor societies, student publications, fraternities and sororities, and intramural and club sports.

High achievement and scholarship in the classroom have been mirrored by the success of The College of New Jersey’s varsity student-athletes. Since the 1978–79 Lions wrestling team captured the college’s first National Collegiate Athletic Association (NCAA) team championship, TCNJ has established itself as one of the nation’s most successful Division III programs, winning 40 team and 50 individual NCAA championships.

TCNJ enrolls approximately 7,400 students including 6,790 undergraduates and 610 graduate students.

## **KEY EVENTS**

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

**No Response:** If the awarded contractor is unable to or refuses to respond to a service request that is within the scope of this contract, the College reserves the right to contact and use another available contractor. Should the College incur an increase in charges, the College will deduct the differential cost from the next invoice of the awarded contractor.

**Damages:** Any damage to College or student property or expenses related to negligence caused by the Contractor will be immediately repaired, restored or remedied within 30 days of the incident at no cost to The College of New Jersey. The College reserves the right to repair the damage or remedy the negligence and deduct the documented cost from the next invoice.

## **SCOPE OF OPERATIONS**

The Contractor shall provide and a coinless laundry program with washers and dryers in areas designated by the College, including the Trenton State College Corporation (TSCC) houses.

The Contractor shall summarize their ability to satisfy the requirements of the TCNJ Laundry RFP in their response. Emphasis should be on completeness and clarity. Please note that omissions, inaccuracy, or misstatement, will be considered cause for immediate rejection of proposal.

The Contractor is responsible for any damages to the College's property and/or premises when installing and/or repairing laundry machines.

The Contractor is responsible for keeping all permits, licenses, taxes and insurance on said machines and operations for the duration of the Contract.

TCNJ Laundry Services must remain operational, without major disruption of service and be fully functional by August 1, 2022. Unless otherwise agreed upon by the College and the Contractor, equipment installation shall begin on July 1, 2022 with a completion date of no later than August 1, 2022.

**Equipment and Supplies – Residential Buildings:** Contractor will be responsible for all supplies, equipment and installation.

The Contractor shall provide two (2) front-load washing machines per townhouse laundry room; the remaining machines are to be top-load. The Contractor shall also provide one (1) front-load washing machine per floor in other facilities, as detailed in Attachment I; the remaining machines are to be top-load unless previously approved by the College. For the residence hall units that do not have laundry in the basement (Allen, Centennial, Ely, Norsworthy) we do not have front load laundry units.

Preference will be given to vendors that provide Energy Star laundry machines and dryers.

All front-load washing machines are to be clearly labeled by the Contractor. The label for the accessible units will state "accessible front-loading machines." At the request of the College, the Contractor shall provide any signage in Braille to accommodate visually impaired TCNJ students.

All TCNJ laundry machines will be numbered by the Contractor.

The Contractor is responsible for the removal and disposal of any residual waste, at their expense, from the load-in or load-out of the laundry units or the removal of any residual waste when repairing campus laundry equipment throughout the year.

All necessary maintenance equipment needed for the performance of the work involved will be furnished by the Contractor.

The Contractor shall keep machines in proper mechanical and electrical working order, and in a clean, attractive and sanitary condition.

The College will provide the Contractor access to laundry areas at all reasonable times in order to service and maintain the machines properly.

Electrical power will be furnished by the College to operate such equipment as is necessary in the conduct of work. Hot and cold water will also be made available by the College. In addition, on certain occasions, utility shutdowns will be scheduled. The Contractor will be expected to perform his/her responsibilities subject to the limitations of the shutdown.

The College shall furnish all necessary electrical and service connections for operation of the machines. Final connections are to be made by the Contractor. The Contractor shall comply with established energy conservation practices, regulations and policies, and mutually endeavor to conserve the use of energy and control the resulting cost. The College will require energy and water use data on each machine.

The Contractor will be responsible for all damage to the College's property resulting from laundry service operations. Damage to the building or its equipment by the activities of Contractor's employees will fall in this category.

It shall be understood that all machines are and shall remain the property of the Contractor. The College shall take such action as may be reasonably required for the protection of said equipment against loss by pilferage or destruction, but shall be liable to Contractor, therefore, only where such pilferage or destruction is attributed to negligence of the College through its employees.

At the termination of the Contract, the Contractor shall remove the machines at its own expense. If the Contractor fails to remove the machines within 30 days following the Contract expiration, the College reserves the right to have the machines removed and to deduct the cost from outstanding invoices.

In the event that the equipment of the Contractor is not compatible with the electrical facilities of the College, the costs of adjustments to these facilities to complete the installation of the machines shall be shared equally between the College and the Contractor, in the event an outside contractor is required to complete the work. Our existing residence hall washing machines and dryers utilize 20 amp/125 volts. If they are electric dryers, they utilize between 30 and 40 amp/208 volts circuit. It is the desire of the College that the electrical power for the new washers and dryers not exceed existing electrical requirements and the amps of the electric dryers should not exceed 40 amps each. All washers shall use standard 120V receptacles, which are in place for existing washers.

The Contractor will be solely responsible to provide all supplies, materials, equipment and staffing needed to complete the specified service.

All machines are to be (1) brand new at the commencement of the Contract. They must be in superb condition and the College reserves the right to refuse any piece of equipment. The machines must be commercial grade (as determined by the College) push- to-start models. The Contractor must provide 16 lb. minimum front-load and top load commercial grade (as determined by the College) machines in the residence halls, and top-load machines where specified in Attachment I.

The Contractor will detail in their proposal if the laundry machines can run on cold water only on all water source levels (cold, warm, hot, etc.) even if there is no hot water source.

Wherever possible, colors of all machines shall blend with the décor of the building and/or as selected by the College.

The Contractor may need to work around necessary Facilities maintenance projects during the installation of the units.

No alarm will be blocked by any means by the Contractor, such as with tape or plastic bags without prior arrangements and approval by TCNJ's Assistant Vice President of the Accessibility Resource Center. No alarm panel will ever be turned off. Furthermore, no safety measures, such as fire hydrants will be blocked, ignored or the use of them be impaired in any way, even temporarily.

Work that involves an open flame (such as welding), requires a "hot work" permit. This includes, but is not limited to work such as grinding that causes sparks, or creates the possibility of sparking. Work that might fall under this classification should be discussed prior to the start of the work with the Office of Facilities, Safety, and Environmental Services.

**Equipment and Supplies – Athletics Facility:** Contractor will be responsible for providing all supplies and equipment

The Contractor will provide three washers in total; (2) high capacity industrial washers, (1) 35-45 lb commercial grade washer; and (3) high capacity industrial dryers to be used to wash and dry all Athletic Department uniforms and towels for all Varsity Sports. This equipment will be installed in the equipment room in Packer Hall.

The Contractor will recommend the name, make and model of the proposed equipment to be installed in the Athletics equipment room.

The Contractor will be responsible for ensuring that the proposed equipment is appropriate and will fit in the designated to the space and through external entry way doors. The Contractor is responsible for all measurement. Additionally, the Contractor is responsible for ensuring that the current electrical a plumbing is appropriate for the laundry room. The Contractor will pay for any necessary upgrades (electrical,

plumbing, etc.) to ensure the machines can be used in the space. The Contractor, at the Contractors expense, will work with our Facilities department to ensure that the equipment is adequately plumbed and wired.

The Contractor shall be responsible for providing maximum ventilation for each dryer. This shall include, but not be limited to, venting materials, vent or exhaust fans, and labor. Venting may be to the outside or into an existing laundry exhaust system as determined by mutual agreement between the College and Contractor.

All venting and exhaust systems shall be installed in accordance with local, state and national codes. Changes to the existing ventilation systems will be the financial responsibly of the Contractor and subject to the approval of the Associate Vice President for Facilities. The Contractor shall provide fire, health, and safety measures.

The Contractor shall properly anchor the machines by a method approved by the College at the Contractors expense.

The specifications for the Athletic Department washers and dryers should adhere to the following standards:

Dryer (3 Required):

- All machines must be new or less than 12 years old and of commercial grade
- 65 lb
- Fast Drying, Energy Efficient Design
- Quiet All-Belt Drive System
- Digital or Microprocessor Controls
- Electric unit required (no gas hook-up)
- Heavy Duty
- Energy Savings Features
- Preference will be given to vendors providing new Energy-Star rated laundry equipment

Washer (2 required):

- All machines must be new or less than 7 years old and of commercial grade
- 60 lb
- Energy Efficient Design
- Quiet All-Belt Drive System
- Digital or Microprocessor Controls with ability to be connected to automated detergent system
- Electric unit required (no gas hook-up)
- Heavy Duty
- Water and/or Energy Savings Features
- Preference will be given to vendors providing new Energy-Star rated laundry equipment
- Fully Programmable with at least 8 programs

Washer (1 Required):

- All machines must be new and of commercial grade
- 35-45 lb, 220V outlet
- Energy Efficient Design
- Quiet All-Belt Drive System
- Digital or Microprocessor Controls
- Electric unit required (no gas hook up)
- Heavy Duty
- Water and/or Energy Savings Features
- Preference will be given to vendors providing new Energy-Star rated laundry equipment
- Fully Programmable with at least 8 programs
- All washers must be anchored to prevent movement

**Service Requirements:** The Contractor shall have the right to install and operate Laundry machines at locations to be determined by the College. The installation and removal of all machines are subject to change as required by the College. **The College makes no guarantee of the minimum number of machines that will be rented by the College at any time, including, but not limited to the closing of any buildings.** The Contractor shall have the exclusive right to provide these services during the term of this Contract.

The Contractor shall agree to add, remove and/or change machines in each existing or future location as the needs of the College change at no cost to the College and without any impact on the monthly lease price per machine. The cost of the monthly payments on the campus units will be increased or reduced proportionately depending on College housing needs throughout the life of the Contract.

The Contractor will provide replacement units of equal service quality and capacity.

It is expressly understood and agreed that no building, structure, equipment or space is leased to the Contractor; that the Contractor is a licensee; and that the Contractor's right to occupy the same and to operate the concession hereby granted shall continue only so long as each and all the undertakings, provisions, covenants, agreements, stipulations and conditions in these specifications are strictly adhered to by the Contractor.

The Contractor, at her/his own expense, shall perform all services required, including installation, maintenance and cleaning of all machines at proper intervals and operating milestones, to keep the machines in acceptable working order.

Four times a year, the Contractor shall unplug the washing machines and dryers, move them away from the walls, and perform vent cleaning and preventative maintenance. The College will wash floors and perform any necessary laundry room cleaning. The Contractor shall move machines back into place and reinstall equipment. The College and the Contractor will work together to develop a schedule that is efficient for both parties. The College shall keep the area around the machines in a clean and orderly fashion. The machines must be moved once a year so that all laundry room floors shall be washed and waxed by our Facilities department. The College shall provide trash cans and liners and recycling cans for the area around the machines.

The Contractor shall clean the venting for the dryers in the laundry rooms at least on a quarterly basis: once in August prior to students' arrival on campus, once during the winter break, once during spring break, and once in May (after students depart campus at end of spring semester). Vents will also be cleaned when specified in Contractor weekly maintenance reports.

Cleaning of the dryer vents and manifolds by the Contractor must take place once per quarter in the residence halls, Trenton State College Corporation Houses, on campus staff apartments, and in the athletic facilities. The quarterly cleaning schedule is as follows: month of July, month of October (fall break), January (winter break), and March/April (spring break), and month of May (after students depart for the spring semester). This schedule will remain in effect until the end of our contractual agreement. Failure to adhere to this cleaning schedule or provide proper documentation may result in the withholding of invoice payment.

Visual inspection of the dryer vent exhaust manifold will be completed by the Contractor on a monthly basis. Individual inspection documentation will be completed and submitted for each location upon request of the College.

All dryer vent material shall be connected with aluminum tape at the expense of the Contractor. Duct tape shall not be used. All dryer connections must use rigid or corrugated semi-rigid metal duct. Plastic or foil accordion type ducting shall not be used.

The Contractor shall keep machines in proper mechanical and electrical working order and in a clean, attractive, and sanitary condition to the satisfaction of the College.

Upon completion of work by the Contractor, the area will be left in the same clean condition as originally found at the beginning of the work. Damages and lack of cleanup will be deducted from invoice(s).

The College shall notify the Contractor promptly of any failure of the machines to function properly and of any other matters affecting the proper operation of the machines, and further shall permit authorized agents of the Contractor to remove, open or adjust the machine, as required.

The Contractor shall have access to installation areas during the College's operating hours, in order to service and maintain the machines properly.

Schedule of delivery and servicing of machines shall be made as stipulated by the College.

The Contractor shall provide equipment maintenance and repair services twenty-four (24) hours a day, seven (7) days a week, so as to minimize equipment down-time should malfunctions be reported. The Contractor shall respond to calls for repair services within 24 hours or next business day from the time of the College's call, unless mutually agreed between the Contractor and College.

It is expected that Contractor's personnel will be on campus at least twice a week (preferably the same day every week) during the school year checking machines, investigating complaints, etc. The Contractor is expected to have call in or electronic work order system. Additionally, when Contractors personnel are on campus, said personnel are to pick up any work requests from the Department of Residential Education and Housing and return them with an explanation of services before leaving the campus.

**Electronic/Telephonic/Email Sign-In/Out:** The Contractor's employees must sign in and out electronically or telephonically at the Office of Residential Education and Housing each day and time they are on campus, during normal working hours. If any service, of any kind, be conducted during regular business hours (Mon – Fri, 8:30am – 4:30pm), the Contractor's technician is required to electronically or telephonically sign in and sign out at the Office of Facilities Management desk. During non-business hours, the Contractor shall report in and out to Campus Police upon beginning and finishing work. The Contractor shall provide a summary of how this will be managed in their RFP response.

College seeks to limit exposure/spread of the Coronavirus (COVID 19) by limiting external visitors to campus. Participants planning to attend a site visit and bid opening should follow the safety guidelines listed below:

- Employ appropriate health and safety protocols as recommended by the CDC
- Face covering is required in all indoor spaces and in outdoor spaces where social distancing is not possible
- Practice social distancing (about 6 feet)
- Where possible, send only one participant
- Do not send participants who are not feeling well and/or are sick
- Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow
- Only enter locations as directed by the College Officials
- Wash and/or sanitize your hands before and after your visit

The Contractor will maintain a log of all service calls received and the resulting action. This log shall be produced on demand by the College.

The repair calls to the Contractor will be made by a representative of the College's Office of Residential Education and Housing.

Any machine that is out of service for five working days for repairs will be replaced with a suitable substitute until the repairs have been made.

The Contractor shall number each washer and dryer as part of the installation process.

Each laundry facility must be equipped with framed instructions on how to use the laundry equipment. The printing and framing of the instructions will be at the expense of the Contractor. These informational posters must be clear, legible, and framed to reduce the possibility of damage. The framed informational posters must highlight proper laundry cleaning procedures and must be placed in each of the laundry facilities. These framed informational posters will be provided at the expense of the Contractor and it is expected that the contractor will create and install these framed informational materials. The size of the posters shall be no smaller than 11½" by 17". The signage will contain industry standard information regarding the proper use of: the machines, laundry soaps, fabric softeners, washing colors and whites separately and warnings about overloading washers and dryers. The Contractor must submit a proof and obtain approval from the College of the signage prior to purchase and installation.

With the exception of the installation of the machines, the Contractor is advised that there will be no parking or use of the walkways by company vehicles. Service vehicle parking is available to the Contractor in designated areas. Failure to adhere to the College's parking regulations may result in the imposition of fines and/or contract termination. See Attachment II for the College's Sidewalk Policy.

The Contractor shall engage in a preventative maintenance program for all laundry machines so as to minimize machine breakdown. At a minimum, the Contractor will be responsible for completing a monthly maintenance program on all machines. The Contractor must submit documentation to the Office of Residential Education and Housing upon the completion of the monthly maintenance, upon request.

**Contractor Personnel:** All personnel will be capable employees thoroughly trained and qualified in the work assigned to them.

All personnel shall be physically able to do their assigned work.

All personnel must observe all regulations in effect at The College of New Jersey. While on the College's property, employees will be subject to control of the College. It is understood and agreed that the Contractor is an independent Contractor and not an employee of the College nor are the employees of the Contractor to be considered employees of the College. Contractor or his/her personnel will not represent themselves as employees of the College.

A criminal history check shall be conducted at the expense of the contractor for each employee that will be servicing the laundry machines at the College. At a minimum, the check will include a record check with the New Jersey State police. Those found with a police record, other

than minor traffic violations, shall not be assigned duties under this contract. Employees must be subjected to and adequately pass this screening prior to beginning work at the College. The Contractor shall keep criminal background check documentation on each assigned employee, and the College shall have the right to request production of such records for review.

All documentation including the results of any checks and background investigations shall be maintained during the contract period.

The Contractor will be responsible for ensuring that all articles found by his/her employees in or near the premises are turned in at a designated location.

All Contractor's employees will be required to display a picture ID stating employee's name and company at all time while on campus.

All Contractor's personnel will be issued, at the College's expense, a TCNJ ID, which will give Contractor personnel access to the residence halls during normal working hours (e.g. 8:00am – 4:30pm, Monday - Friday).

All service personnel of the Contractor shall be attired in a neat and clean outfit and conduct themselves in an orderly manner. The Contractor will require all of his/her employees to wear suitable uniforms during the time they are in the buildings. Each employee will also be required to present an Identification pass for admittance into the building after official working hours. All Contractor's employees must exhibit acceptable health standards, such as neat appearance, daily self-cleaning, etc. and will abide by all TCNJ COVID-19 protocols.

Contractor agrees that only assigned full time personnel will be permitted on The College's premises, and no other personnel, including but not limited to, salespeople, friends, relatives or minors will be allowed on premises.

The Contractor shall submit a list of trained technicians at the commencement of the Contract.

The Contractor's access to, or use of, College facilities is strictly limited to the listed locations and areas needed to perform maintenance or repairs only.

The Contractor's vehicles and personnel must be identifiable when on College property. The Contractor's employees shall be in uniform with visible company identification. All company vehicles must be clearly identified with company name and with any applicable state license numbers. Contractor's employees must present themselves with professionalism and be courteous at all times. Contractor's employees must observe all College policies, including traffic, parking, ethics, and all applicable policies. The Contractor or its personnel shall not represent themselves as employees of the College of New Jersey.

The physical, verbal or sexual harassment of any College student, faculty, staff, client or visitor is strictly prohibited. Violation of this policy will be cause for immediate removal of this employee.

**Laundry Education Programs and Marketing Laundry Education:** The selected Contractor, at the College's request must arrange for a minimum of one (1) educational session per semester of each academic year for the term of the Contract, this would include any extensions to said Contract. The programming should include, but is not limited to, proper techniques for cleaning clothes/laundry and information with regards to proper operation and safety procedures of laundry equipment provided. The content of the programming sessions for residents must be approved by the Office of Residential Education and the Student Services Business Manager no later than August of year prior to the upcoming academic year. The Office of Residential Education will schedule the programming sessions for each semester.

Contractor to provide samples of educational residence hall laundry instructional marketing materials that could be used by TCNJ Residential Education staff.

**Utilities:** The College shall furnish all necessary water lines and plumbing, electrical and service connections, where applicable, for operation of the equipment. The College shall be responsible for all utilities related to the operation of the equipment. Contractor shall make all final connections.

The College shall not be liable for any loss that may result from the interruption or failure of any such utility (water lines and plumbing, electrical and service connections).

In the event that the equipment of Contractor is not compatible with the electrical and plumbing facilities of the College, Contractor and the College shall share equally the costs of adjustments to these facilities to complete the installation of the machines.

Contractor and the College shall mutually endeavor to conserve the use of energies and control their resulting costs. Energy and water use data shall be provided on each type of machine. Contractor shall identify its requirements to ensure proper electric and water supplies. Preference will be given to vendors providing Energy-Star equipment.

**Laundry RFP Pricing:** The Contractor shall provide a per unit price and an overall price to cover the lease and maintenance of each all laundry machines for each year of the Contract (Attachment III).

**Proposed Services:** Proposals should include a brief outline of the company, emphasizing its service to Higher Education. Describe firm's general experience in providing the type(s) of laundry service sought by the College, including the firm's commitment to "Customer Satisfaction."

**Plan of Operation:** Provide a plan of the firm's intended approach of operation including but not limited to:

1. Recommended types and specifications for all equipment the Contractor is proposing for the College.
2. How proposer plans to receive maintenance requests and timeframe as well as how the firm plans to respond to requests for repairs.
3. Time frame for installation.
4. How the firm plans to provide for regular routine maintenance of equipment, and
5. How the firm intends to provide for claims for damage to clothing due to the malfunction of laundry equipment.

**Evaluation Factors:** Proposals will be evaluated by a committee composed of, but not limited to, representatives from Finance & Business Services, the Department of Residential Education and Housing, and the Office of the Vice President for Student Affairs.

Proposals will be judged on the following criteria:

- a. Proposers will provide in the proposal a comprehensive plan of operations outlining numbers of personnel and equipment proposed to provide laundry services at the College. Proposers will also give a description and type of equipment to be used.
- b. The experience of the proposing firm in laundry services based on information submitted in response to this RFP, as well as any other obtained from references, complaint forms, memoranda, etc.
- c. The proposer's past performance in similar jobs as well as any other available information obtained from references, complaint forms, repair records, etc.
- d. Whether the vendor is responsive to all specification requirements in sufficient detail for the evaluator(s) to analyze the proposal and make sound judgments about it.
- e. The College reserves the right to evaluate rates and award contracts, based on present worth analysis, when it is determined to be in the best interest of the College to do so. The proposals will be evaluated based primarily on the rates indicated on the Financial Proposal Form (Attachment III). However, all other information provided will be reviewed with the intent to gain a clear picture from the proposer as to how he/she will satisfactorily meet the conditions of the Contract.
- f. Most favorable price proposal shall be the primary factor in the award of a contract. In general, contract awards are to be made to the vendor providing the most advantageous cost proposal to the College. The College will document, in writing, any and all awards made to anyone other than the contractor offering the best price proposal.
- g. Preference will be given to vendors providing Energy-Star equipment.

The College reserves the right to visit locations currently serviced by the proposers.

**Oral Presentations:** Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal if the College so desires. This will provide an opportunity for vendor to clarify or elaborate on this proposal but will in no way change the Proposer's original proposal. The Purchasing Department will schedule the time and location of these presentations.

The College reserves the right to request any or all proposers to explain the method used to arrive at any or all proposals.

**Laundry Equipment Summary: ATTACHMENT A**  
**Walkway Policy: ATTACHMENT B**  
**Cost Sheet (Pricing): ATTACHMENT C**  
**Mandatory Documents**  
**General Terms & Conditions**



Attachment A											
The College of New Jersey Laundry Equipment Distribution and Order											
Residence Halls and Trenton State College Corporation											
Residence Hall	Washers		Combination	Dryers							
	front load	top load	Washer/Dryer	Electric		Gas					
			Electric	Standard	ADA	Standard	ADA				
Allen Basement		2		2							
Brewster Basement		2		2							
Brewster 1st	1				1						
Carlton 46		1		1							
Carlton 60		1		1							
Carlton 62		1		1							
Centenial Basement		5		5							
Centenial 264 Pro Staff		1		1							
Cromwell 2	1	4		2	1						
Cromwell 4	1	4		2	1						
Cromwell 6	1	4		2	1						
Cromwell Pro Staff Room 17		1		1							
Decker 1	1	2		2	1						
Decker 3	1	2		2	1						
Decker 4	1	2		2	1						
Decker 6	1	2		2	1						
Eickhoff 208/281 Pro Staff Apartment		1		1							
Eickhoff 221	1	2		2	1						

[illegible]

Pennington 2064		1		1					
*Phelps Pro Staff A124			1						
<b>*Electric Stackable</b>									
Phelps	1	5		5	1				
Twñ Hse East Pro Staff		1		1					
Twñ Hse East	2	9				9	2		
Twñ Hse South Pro Staff		1		1					
Twñ Hse South	2	8				8	2		
Twñ Hse West Pro Staff		1		1					
Twñ Hse West	2	7				7	2		
Travers 113 Pro Staff		1		1					
Travers 1	1	1		1	1				
Travers 3	1	2		2	1				
Travers 5	1	2		2	1				
Travers 7	1	2		2	1				
Travers 9	1	2		2	1				
Upper Ferry 120		1				1			
Wolfe 113 Pro Staff		1		1					
Wolfe 1	1	1		1	1				
Wolfe 3	1	2		2	1				
Wolfe 5	1	2		2	1				
Wolfe 7	1	2		2	1				
Wolfe 9	1	2		2	1				
<b>TOTAL</b>	<b>32</b>	<b>125</b>	<b>3</b>	<b>89</b>	<b>26</b>	<b>30</b>	<b>6</b>		



## **WALKWAY TRAFFIC CONTROL PROCEDURES**

### **1. *PURPOSE***

To limit the operation of college owned vehicles, personal vehicles, and outside vendor service vehicles on interior campus walkways to essential traffic in order to enhance pedestrian safety.

### **2. *REQUIREMENTS***

The College of New Jersey maintains a pedestrian campus and prohibits motor vehicles on walkways. Exceptions to these restrictions are limited to authorized situations as specified in this document.

### **3. *RESPONSIBILITIES***

Employees who utilize college owned vehicles for the provision of their work duties are responsible and liable for the operation of vehicles while in their care. Departmental supervisors are equally liable for the care of all vehicles assigned to their areas of responsibility, as well as for the personnel who operate them. Departments who hire outside service contractors are responsible for advising them of college walkway traffic regulations; and, as such, will be responsible for their conduct while on college property. The Office of Campus Police Services will be responsible for enforcing college traffic regulations, including these procedures.

### **4. *PROCEDURES***

#### **A. College Vehicles**

If college vehicles are required to be driven on walkways for the delivery of materials and services, the following procedures must be adhered to:

1. Employees who need to access land locked buildings shall do so using designated routes/walkways only, as indicated on the attached map.
2. Supervisors may authorize the use of a walkway permit by their employees, and one must be obtained before driving or parking on any walkway. Permits may be obtained through the Office of Campus Police Services; and, for Facilities and Administrative Services personnel, through the front office.
3. Authorized walkway driving implies that permission has been granted for walkway access for a limited period of time. No vehicle shall be parked for long periods of time on the walkway, nor should any vehicle remain idling. It is expected that all deliverables, equipment and supplies are unloaded and secured in an appropriate location, after which the vehicle is immediately relocated to a service vehicle parking space unless there is an emergent situation occurring in a specific building/area.

4. Employees shall not drive on walkways during class changes or during other heavy pedestrian traffic times (e. g. admissions tours).
5. Employees authorized for limited walkway driving may not exceed a speed of 5 MPH. Further, the utmost care and concern must be shown for pedestrians and property at all times, including yielding to pedestrian traffic.
6. Travel regulations require that operators of state owned vehicles be responsible for the payment of fines for parking and moving violations. When a college owned vehicle is cited for a violation of these procedures, the ticket will be recorded against the vehicle, as well as to the department to which the vehicle is assigned. The department supervisor will be notified of the violation, and will be responsible for determining the offending employee and for ensuring payment of said violation is made to the Office of Student Accounts within 15 days of citation issuance. In the event that a properly identified driver refuses to satisfy the obligation, appropriate disciplinary action will be sought for violation of traffic regulations, including, but not limited to revocation of driving privileges.
7. Departments must ensure that all employees who have occasion to operate a college owned vehicle are thoroughly familiar with college traffic regulations, travel regulations, and these procedures; and, insist upon full compliance.

#### B. Personal Vehicles

Personal vehicles are strictly prohibited on college walkways. Personal vehicles are also strictly prohibited from parking in service vehicle spaces. Exceptions will be made on a case by case base, and exceptions should be presented to the Office of Campus Police Services for consideration.

#### C. Vendors

If, due to the size and weight of single items being transported to campus buildings, vendor vehicles are required to be driven on walkways for the delivery of materials and services, the following procedures must be adhered to:

1. Vendors who need to access land locked buildings shall do so using designated routes/walkways only, as indicated on the attached map.
2. Vendors, through the contracting department, shall apply for a walkway permit through the Office of Campus Police Services before driving or parking on any walkways.
3. Authorized walkway driving implies that permission has been granted for walkway access for a limited period of time. No vehicle shall be parked for long periods of time on the walkway, nor should any vehicle remain idling. It is expected that all deliverables, equipment and supplies are unloaded and secured in an appropriate location, after which the vehicle is immediately relocated to a vendor vehicle parking space unless there is an emergent situation occurring in a specific building/area. If there are no available spaces, the vendor should inquire about alternative parking options with the Office of Campus Police Services.
4. Vendors shall not drive on walkways during class changes or during other heavy pedestrian traffic times (e. g. admissions tours). It is the responsibility of the contracting department to ensure that the vendor adheres to this requirement. Outside vendors will be held

THE COLLEGE OF NEW JERSEY

WASHER / DRYER COST SHEET

**Attachment C**  
**Laundry Equipment Cost Sheet (Pricing)**

ITEM	QUANTITY *	DESCRIPTION	UNIT PRICE PER MONTH		TOTAL
1. Residence Halls <i>Front and Top Load</i>	136	Washers	\$ _____	X 12	\$ _____
2. Residence Halls	130	Dryers	\$ _____	X 12	\$ _____
3. Professional Apartments	8	Washers	\$ _____	X 12	\$ _____
4. Professional Apartments	8	Dryers	\$ _____	X 12	\$ _____
5. Professional Apartments <i>Combo Unit</i>	2	Washer/Dryer <i>Combo Unit</i>	\$ _____	X 12	\$ _____
6. Development Corp. Housing	13	Washers	\$ _____	X 12	\$ _____
7. Development Corp. Housing	13	Dryers	\$ _____	X 12	\$ _____
8. Development Corp. <i>Combo Unit</i>	1	Washer/Dryer <i>Combo Unit</i>	\$ _____	X 12	\$ _____
7. Athletics	2	High Capacity Industrial Washers (60 lb.)	\$ _____	X 12	\$ _____
9. Athletics	1	Washer (35 - 45 lb)	\$ _____	X 12	\$ _____
8. Athletics	3	Dryers (65 lb.)	\$ _____	X 12	\$ _____
<b>Annual Coinless Laundry Expense</b>		<b>TOTAL</b>	<b>\$ _____</b>	<b>X 12</b>	<b>\$ _____</b>

Will pricing be extended to other NJ State Colleges and Universities?

(    ) Yes

(    ) No

\* Estimated Quantity: College is not responsible  
variances in required quantities

\_\_\_\_\_  
**Proposer's Signature & Date**

**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” Chapter 51 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 use NJSTART (<https://www.njstart.gov/bso/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov). If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should 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

##### 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.

### **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 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>.



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 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 (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- ☐ 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.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

**All Officers of a Corporation or PC**

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

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**All Equity partners of a Partnership**

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**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.

**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. 19:44A-3(n)

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 \_\_\_\_\_

**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.**

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** (Check one box only)

- (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: \_\_\_\_\_

State of New Jersey

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: Bidder/Off eror:

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. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take 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 person or entity.

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/Off eror
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
Bidder/Off eror Contact Name	Contact Phone Number

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 SHEET**

Vendors are required 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: \_\_\_\_\_





## **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. If applicable, these terms and conditions shall also incorporate as if fully set forth herein the attached Rider for Purchases Funded, In Whole or In Part, By Federal Funds. 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. The vendor agrees that:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

**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. The College of New Jersey can terminate the contract in the event vendor or any subcontractor violates the Prevailing Wage Act.

**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 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 – Pursuant to N.J.S.A. 52:32-44, the College is prohibited from entering into a contract with an entity unless the entity 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 State Department of the Treasury.

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 <https://nj.gov/labor/handbook/formdocs/FormIntroNJREG.html>

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 [https://www.nj.gov/labor/wagehour/wagehour\\_index.html](https://www.nj.gov/labor/wagehour/wagehour_index.html).

C. The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), 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. 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.

J. Diane B. Allen Equal Pay Act - Pursuant to N.J.S.A. 34:11-56.14, a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

K. Warranty of No Solicitation By Paid Agent - Pursuant to N.J.S.A. 18A:64-6.1, the contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, broker-age or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the College shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

**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, 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:

**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

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 all bids, or to award a contract in whole or in part if of the College determines it is the most advantageous to 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 of New Jersey, 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 College reserves the right to waive minor elements of non-compliance or reject bids in accordance with law.

#### **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.



## **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 N.J.S.A. 54:49-19, 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.