



Number: AB230008
Date Issued: December 13, 2022
Purchasing Contact: Lauren Manning
Phone: (609) 771-2894
Email: manningl@tcnj.edu
Requesting Dept.: Office of Communications, Marketing, and Brand Management
Fiscal Year: 2023

Proposals will be due on Friday, January 20, 2023 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

PURPOSE AND INTENT OF REQUEST FOR PROPOSAL:

Solicit proposals for a vendor to develop a creative expression for its existing brand position that will drive a redesign of recruitment and marketing materials.

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.

X

## Required Procurement Documents & Bidder's Checklist

This bid proposal MUST be received by The College of New Jersey, Purchasing Department before or at 2:00 p.m. on Friday, January 20, 2023 at which time responses will be publicly opened and read. Any proposal arriving at the Purchasing Department after the submission due date and time will not be accepted.

The following Bidder's Checklist is provided as an aid to the bidder. It does not in any way relieve the bidder of its responsibility to ensure that its bid proposal is complete. It is the bidder's responsibility to ensure documents are submitted and that all requirements of the bid solicitation have been met.

<b>Procurement Documentation &amp; Bidder's Checklist</b>		
<b>FORMS, REGISTRATIONS, AND CERTIFICATIONS THAT MUST BE SUBMITTED BY THE BIDDER AT THE TIME OF SUBMISSION. FAILURE TO INCLUDE THE BELOW REQUESTED DOCUMENTATION MAY RESULT IN REJECTION OF BIDDER'S SUBMISSION.</b>		
<b>Required</b>		<b>Vendor's Initials next to each item submitted with proposal</b>
X	Bidder Information and Signature Page	
X	Proposal Page/Pricing Sheet	
X	Acknowledgement of Receipt of Addenda (if any issued)	
X	Acknowledgement of Mandatory Equal Employment Opportunity Language (N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27)	
X	Completed Statement of Ownership Disclosure (N.J.S.A. 52:25-24.2)	
X	Completed Non-Collusion Affidavit	
X	Completed Source Disclosure Form (N.J.S.A. 52:34-13.2)	
X	Completed Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-58)	
X	Completed Vendor Qualification Sheet	
X	Bidder's policies, procedures and practices aimed at increasing diversity in the workforce	
	Enclosed Certified Check or Bid Bond for ten percent (10%) of the amount of the bid	
	Public Works Contractor Registration Certificate (A completed copy of your Certification form is not required at time of bid; however, the certificate must be valid at the time of bid.)	
	License and any other licenses, certifications, and qualifications.	
<b>FORMS, REGISTRATIONS, AND CERTIFICATIONS THAT MUST BE SUBMITTED BY THE BIDDER PRIOR TO AWARD.</b>		
X	Completed Two-year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions	
X	Proof of Affirmative Action Compliance (N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27)	
X	New Jersey Business Registration Certificate (N.J.S.A. 52:32-44)	
X	Taxpayer Identification Request (W-9 Form)	
X	Certificate of Insurance	

**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 develop a creative expression for its existing brand position that will drive a redesign of recruitment and marketing materials.
- 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 vendors in accordance with law.
- 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 ([manningl@tcnj.edu](mailto:manningl@tcnj.edu)) to Lauren Manning, Finance & Business Services, The College of New Jersey, no later than **December 21, 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 **January 6, 2023.** **Any and all such addenda MUST be attached to each vendor’s proposal submission.**

**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: Friday, January 20, 2023 at 2:00 p.m.**

**Vendor's should submit two hard copies of their proposal and one (1) digital copy (flash drive) of their proposal.**

## **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.

## **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.

### **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.

### **Diversity in the Workforce**

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.

### **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.

### **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.

#### **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.

#### **License**

All applicable licenses, certificates, and requirements specified in the scope of work, contract documents and specifications.

#### **4) SPECIAL CONTRACTUAL TERMS AND CONDITIONS:**

- a) Contract administration: The vendor will coordinate all work schedules with the Office of Communications, Marketing, and Brand Management 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, addenda 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) Vendor's diversity in team and subcontractors (if any) selected for this project.
- e) 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."

**REQUEST FOR PROPOSAL  
BRAND CREATIVE**

**Purpose**

The College of New Jersey (TCNJ) is seeking a firm to develop a creative expression for its existing brand position that will drive a redesign of recruitment and marketing materials.

**Background**

Founded in 1855, The College of New Jersey is a competitive institution of higher education that actively recruits students into its undergraduate, graduate, and continuing education programs.

In 2018, after a broad brand research project, the college developed a brand position known internally as “High Quality, High Touch.” *[See included Positioning Framework.]* As a result, TCNJ rolled out creative work based on what is known as the “Hi” campaign, which has been used in recruitment and marketing materials ever since. *[See included creative examples.]* While the brand position still holds up, the college is ready to move on from the current creative of the “Hi” campaign.

**Scope**

Firm will develop the overarching creative concept and provide examples of how it would be applied to a range of materials. Proposals should describe in detail the firm’s process from development of creative concept to delivery of the following assets:

- Style guidelines and executable InDesign and/or Illustrator files
- Viewbook: cover and sample spread(s)
- Sample advertising executions such as out of home, print, and digital.

Creative concept must align with existing brand position and dovetail with the college’s graphic standards.

Copywriting/content services may be added to deliverables, under separate pricing.

**Ownership**

All research, studies, planning documents, concepts, and materials originate as and remain the property of TCNJ. The College of New Jersey will retain copyright to all materials developed for this contract. The College of New Jersey will retain the right for future revisions, to modify and/or make additions as it sees fit.



## **Contract Period**

Work will commence immediately upon awarding of the contract. TCNJ seeks to have all deliverables in hand by summer 2023.

## **Proposals**

Firms should submit two copies of their proposal. The proposal should contain the components listed above and all requirements listed under "Evaluation." Proposals submitted without these components will be considered non-responsive by TCNJ.

The specifications outlined herein are intended to serve only as a general guideline for the firm's proposal. Firms are encouraged to provide additional information not specifically identified in this request.

Proposals must include:

- Firm's approach and methods for creative design and development. Proposals must detail the firm's creative development process, including number of initial concepts at onset of project; number of proof/revision rounds of chosen concept; and process for developing collateral materials.
- List of the proposed personnel who will be assigned to the project, including a brief resume indicating title, qualifications, and relevant experience of each.
- Project budget, fee structure, projected expenses, rates, and billing practices.
- Current client list.
- Examples, whitepapers, and/or case studies of like work performed for other clients.

## **Evaluation**

Proposals will be judged on the following criteria:

- **The firm's ability to efficiently, accurately, and successfully perform the required services essential to this contract:** The firm's performance history and work samples will be used in the evaluation of that firm.
- **The firm's response to all specification requirements in sufficient detail for the evaluator(s) to analyze the proposal and make sound judgments about it:** Firms are encouraged to provide any additional information that is not specifically identified in this request for proposal.
- **Price:** The college reserves the right to evaluate price/s and award contracts based on the present worth analysis when it is determined to be in the best interest of the college. Vendors should

submit prices exactly as instructed. The college reserves the right to request all vendors to explain the method used to arrive at any or all prices.

- **References:** The firm must supply three references who can discuss similar work. TCNJ reserves the right to contact additional references not provided by firm.
- **Presentation to the college if requested:** Firms who submit a proposal may be required to present their proposal orally. This will provide an opportunity for the firm to clarify or elaborate on the proposal document, but not add to the proposal document. The college will schedule these presentations in consultation with the firms selected. It is the college's sole option to determine which firms, if any, will be invited to make an oral presentation. Firms shall not construe an invitation for an oral presentation to imply acceptance or rejection of any proposal(s).

The College of New Jersey will not award this contract if the submitted proposals do not meet with the criteria of the evaluation factors listed above and/or do not offer the college a viable means with which to purchase services as determined by the college.

The college reserves the right to award this contract in whole or in part and/or to break the process up into multiple years. The College of New Jersey may, at its discretion, award only a portion of the contract and drop and/or rebid portions of the contract if it deems such financially beneficial. The college may, at its discretion, award separate parts to separate vendors if it deems such to be financially beneficial.

### **Pricing**

Proposals should include tiered pricing for all service levels offered by the firm. Any additional services offered by the firm can be included as options in the proposal. Firms must include all charges in their proposal. Firms must submit project budget, fee structure, projected expenses, rates, and billing practices. The College of New Jersey will not accept any upcharges except author's alterations made by designated college representatives. Conditions affecting price must be itemized as an option in the proposal. Otherwise, charges will be absorbed by the firm once purchase order is initiated. TCNJ reserves the right to request firms to explain the method used to arrive at any/all prices.

*[Positioning Framework on following page.]*

The College of New Jersey  
POSITIONING FRAMEWORK

**Core Identity:**

High Quality, High Touch

- TCNJ is a destination for high-caliber students, faculty, and staff who seek intellectual challenge. We are self-starters who set goals, pursue them with tenacity, and commit to achieve them by performing at the highest level.
- Personal connections and shared experiences are the driving forces of the distinctive TCNJ culture, which places high value on mentorship, engagement, and leadership to deliver a rich learner-centered experience.
- As a college and as individuals, TCNJ possesses a restless curiosity for exploring new ideas and conducting work that makes a difference. We see an always-brighter future for ourselves, our community, and our world.

**Personality:**

Smart *sharp, inquisitive, engaged*  
Ambitious *confident, hardworking, motivated*  
Genuine *honest, compassionate, reliable*

**Foundation:**

Public  
Mission

Signature  
Experiences

Professional  
Pathways

Vibrant  
Campus



**TCNJ**  
THE COLLEGE OF NEW JERSEY

# Mandatory Documents

<b>FORM #</b>	<b>TITLE OF FORM</b>
1	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
2	OWNERSHIP DISCLOSURE FORM
3	NON-COLLUSION STATEMENT
4	TWO-YEAR CHAPTER 51/EXECUTIVE ORDER 117 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS
5	SOURCE DISCLOSURE FORM
6	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
7	NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS FORM
8	VENDOR QUALIFICATION SHEET



**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
FORM # 1**

The College of New Jersey  
PO Box 7718  
Ewing, NJ 08628-0718

***MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 (P.L. 1975, C.127), 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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.

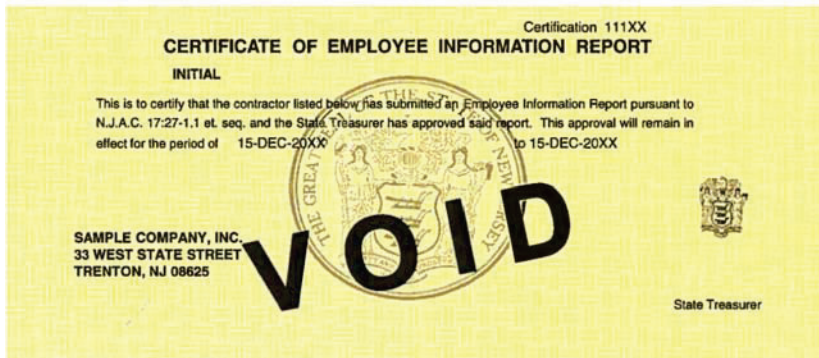
Firm Name: \_\_\_\_\_

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

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

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

***Sample Certificate of Employee Information Report***





OWNERSHIP DISCLOSURE FORM # 2

The College of New Jersey PO Box 7718 Ewing, NJ 08628-0718

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

- 1. The vendor is a Non-Profit Entity; and therefore, no disclosure is necessary.
2. The vendor is a Sole Proprietor; and therefore, no other disclosure is necessary. A Sole Proprietor is a person who owns an unincorporated business by himself or her-self. A limited liability company with a single member is not a Sole Proprietor.
3. The vendor is a corporation, partnership, or limited liability company; and therefore, disclosure is necessary.

If you answered YES to Question 3, you must disclose the following information below: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein.\*

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

- 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?

If you answered YES to Question 4, you must disclose the following information below: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.\*

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, ADDRESS, ADDRESS, CITY, STATE, ZIP

- 5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.\*

Blank lines for providing alternative information.

\* Attach additional sheets if necessary



**NON-COLLUSION STATEMENT  
FORM # 3**

The College of New Jersey  
PO Box 7718  
Ewing, NJ 08628-0718

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 # 4**

The College of New Jersey  
PO Box 7718  
Ewing, NJ 08628-0718

**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/bsol>) 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>.



Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions FORM # 4

The College of New Jersey PO Box 7718 Ewing, NJ 08628-0718

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

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

Blank lines for listing officers of a corporation or professional corporation.

Blank lines for listing 10% and greater shareholders of a corporation or all shareholders of a professional corporation.

All Equity partners of a Partnership

All Equity members of a LLC

Blank lines for listing equity partners of a partnership.

Blank lines for listing equity members of a LLC.

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 _____
<b>If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.</b>

Remove Contribution

Add a Contribution

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

**Part 3: Certification** (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:

- I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
- 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.**



**SOURCE DISCLOSURE**

**FORM # 5**

The College of New Jersey  
 PO Box 7718  
 Ewing, NJ 08628-0718

**BID SOLICITATION # AND TITLE:** \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

The Vendor/Bidder submits this Form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

**PART 1**

- All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.
- Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

**PART 2**

Where services will be performed outside of the United States, please list every country 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 performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the United States *	Reason Why the Service(s) Cannot be Performed in the United States *

***\*Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.***

Any changes to the information set forth in this Form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof shall be immediately reported by the Contractor to the Director of the Division of Purchase and Property. If during the term of the Contract, the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name and Title



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
FORM # 6

The College of New Jersey
PO Box 7718
Ewing, NJ 08628-0718

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[ ] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities
Duration of Engagement
Anticipated Cessation Date

\*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_





**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES  
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3  
FORM # 7**

The College of New Jersey  
PO Box 7718  
Ewing, NJ 08628-0718

**BID SOLICITATION TITLE** \_\_\_\_\_

**BID SOLICITATION No.** \_\_\_\_\_

**CHECK THE APPROPRIATE BOX**

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),<sup>1</sup> section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

**OR**

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Bid being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Bid is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Description of Prohibited Activity**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Attach Additional Sheets If Necessary.*

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90<sup>th</sup> day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the College shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the College that were issued on or after the effective date of P.L. 2022, c. 3.

_____ Signature of Vendor's Authorized Representative	_____ Date
_____ Print Name and Title of Vendor's Authorized Representative	
_____ Vendor Name	_____ Vendor Phone Number
_____ Vendor Address (Street Address)	_____ Vendor Fax Number
_____ Vendor Address (City/State/Zip Code)	_____ Vendor Email Address for Authorized Representative

<sup>1</sup> Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.



VENDOR QUALIFICATION SHEET  
FORM # 8

The College of New Jersey  
PO Box 7718  
Ewing, NJ 08628-0718

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. Vendors must comply with the College's terms and conditions available on the [Purchasing website](#).

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.

All vendors are encouraged to register with the State of New Jersey, Division of Purchase and Property via [NJSTART](#).

**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 and personnel that will be responsible for managing contract/service:

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

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

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

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

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

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

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

4. Does your firm have a New Jersey Business Registration Certificate? Yes  No   
If yes, please **attach** a copy of the certificate. If you would like to register, visit the State website [here](#).

5. Is your firm registered under any of the following categories in the State of New Jersey? If yes, please **attach** a copy of the certificate or certification statement from the New Jersey Division of Revenue and Enterprise Services. If no and you would like to register, please contact the New Jersey Division of Revenue and Enterprise Services at 609-292-2146.

Small Business Enterprise (SBE): Yes  No

Women-Owned Business Enterprise (WBE): Yes  No

Minority-Owned Business Enterprise (MBE): Yes  No

Veteran-Owned Business (VOB): Yes  No

Disabled Veteran-Owned Business (DVOB): Yes  No

**VENDOR QUALIFICATIONS- continued**

Under NJ Executive Order 34, TCNJ is responsible for soliciting demographic, ethnic, and gender information from its vendors. 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. 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 (African-American, Hispanic, Asian, and/or Native American) Yes  No
2. Is more than fifty percent (50%) of your company woman owned? 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

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: \_\_\_\_\_

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

B. Client Name: \_\_\_\_\_

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

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

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

C. Client Name: \_\_\_\_\_

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

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

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

**VENDOR QUALIFICATIONS- continued**

12. Please answer the questions below related to your prior experience. If any of the responses are yes, attach a summary of details on a separate sheet.

Has the bidder:

- a. 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? Yes  No
  
- b. 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 or requiring the local unit to look to the bidder's surety for completion of the contract or tender of the costs of completion? Yes  No
  
- c. 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. 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.