PURPOSE AND INTENT OF PROPOSAL:
Solicit proposals for a firm to perform all quarterly, semi-annual, annual and 3-year inspection, testing and maintenance procedures as outlined in NFPA 25 2001 edition. Perform emergency repairs to water-based fire protection systems on an as-needed basis.

INSTRUCTIONS TO BIDDERS FOR COMPLETING THIS PROPOSAL

1. Read the entire proposal, including all terms and conditions and specifications.
2. All prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit and/or total prices must be initialed by the bidder.
3. THIS PROPOSAL IS TO BE SIGNED BELOW (LINE 17).
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. Email/telephone/facsimile proposals are not acceptable.
7. All instructions must be followed and signatures must be provided for proposal to be accepted.

MANDATORY TO BE COMPLETED BY VENDOR

8. Payment discount terms:________________________________________
9. Prices quoted are firm through issuance of contract until the following date:________________________
10. Your Federal I.D. Number (FEIN):____________________________________
11. Company Name:_______________________________________________
12. Vendor fax number:____________________________________________
13. Print Name:___________________________________________________
14. Email Address:________________________________________________
15. Title:________________________________________________________
16. Date:________________________________________________________

17. ORIGINAL SIGNATURE OF BIDDER (MUST BE SIGNED)
Signature of the bidder attests that the bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the request for proposal unless otherwise stated in writing and submitted with the proposal.
Please place the following advertisement in the Legal Section of Classified Advertising. Please ensure that the invoice and Affidavit for this advertisement is prepared and forwarded to The College of New Jersey, Office of Purchasing, Administrative Services Building, Room 201, P.O. Box 7718, Ewing, NJ 08628-0718.

To be published on December 8, 2013. Contact person regarding placement of ad is Roselle Horodeski (609) 771-2495.

ADVERTISEMENT FOR BIDS

Under the provisions of the State College Contracts Law, Chapter 64 of Title 18-A, The College of New Jersey is soliciting proposals for Sprinkler Maintenance Contract (AB140016).

The College will accept sealed bids until 2:00 p.m., Thursday, January 16, 2014 at the Office of Finance & Business Services, The College of New Jersey, 2000 Pennington Road, Administrative Services Building, Room 201, Ewing, NJ 08628-0718, at which time the proposals will be publicly opened and read. Copies of the bid documents may be obtained via our website (www.tcnj.edu/~budfin/bids.html) on/after December 9, 2013.

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

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

1) **PURPOSE AND INTENT:**
   
a) The purpose of this Request for Proposal (RFP) is to secure a firm to perform all quarterly, semi-annual, annual and 3 year inspection, testing and maintenance procedures as outlined in NFPA 25 2002 edition. Perform emergency repairs to water-based fire protection systems on an as-needed basis.

b) The College will award the contract within sixty (60) days from the date of the proposal opening. The College reserves the right to reject any and all proposals. In the event that proposals are rejected, the College may elect to re-bid this contract, if it is deemed to be in the best interest of the College.

c) The College retains the right to award contracts to two or more vendors in the event it is determined to be in the best interest of the College.

d) The College retains the rights to right to waive any informality or to reject any or all bids or to cancel this solicitation without obligation and for any reason, in part or in its entirety.

2) **DEFINITIONS:**
   
a) **Addendum** – Written clarification or revision to this RFP issued by The College of New Jersey Purchasing Department.

b) **Bidder** – An individual or business entity submitting a bid proposal in response to this RFP.

c) **The College or College or TCNJ** – The College of New Jersey

d) **Contract** – This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP, as accepted by the institution.

e) **Contractor** – The bidder awarded a contract resulting from this RFP.

f) **The Institution(s)** – Any of higher education institution within the State of New Jersey.

g) **May** – Denotes that which is permissible but not mandatory.

h) **Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a bid proposal as materially non-responsive.

i) **Should** – Denotes that which is recommended but not mandatory.

j) **State** – State of New Jersey

k) **Bid** – Response submitted by bidder in response to a publicly issued solicitation.

l) **RFP or Request for Proposal** – Document outlining a scope of work, specifications, etc. inviting potential bidders to submit a proposal to provide such products and/or services.
3) **PROPOSAL/BID PREPARATION AND SUBMISSION**

Questions:
All questions must be submitted in writing via email (horodesk@tcnj.edu) or fax (609-637-5140) to Roselle Horodeski, Finance & Business Services, The College of New Jersey, no later than January 2, 2014 at 4 p.m. Should any questions be received, an addendum will be posted on the Office of Finance & Business Services website (www.tcnj.edu/~budfin/) no later than January 7, 2014 at 2 p.m. **If an addendum is posted, it MUST be attached to each vendor’s proposal prior to submission.**

PRE-BID MEETING AND SITE INSPECTION:
**A site visit is scheduled on December 17, 2013 at 9:00 a.m. in the Facilities Building Conference Room**

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

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

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

Bid Opening: Thursday, January 16, 2014 at 2:00 p.m.

Signature:
The cover page of the RFP, with lines 8 through 17 completed, and must be signed by an authorized officer of the bidding firm and returned with the proposal. Failure to comply with this requirement or failure to provide all requested data, price schedules, signatures, etc. will result in rejection of the proposal.

Vendors should submit two (2) complete copies of the proposal.

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

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

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

By signing this RFP response, the bidder waives any claims of copyright protection set forth within the manufacturer’s price list and/or catalogs. The price lists and/or catalogs must be accessible to the institutions and cooperative purchasing partners and thus have to be made public to allow eligible purchasing entities access to the pricing information.
All bid proposals, with the exception of information determined by the institutions or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can contact The College of New Jersey Purchasing Department to inspect bid proposals received in response to this RFP.

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

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

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

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

**Multiple Bids Not Allowed**
No bidder is allowed to submit more than one bid from an individual, firm, partnership, corporation or association under the same or different name. This may be cause for automatic rejection of each bid.

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

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

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

- Business Registration Certificate - Vendors conducting business with any State agency including The College of New Jersey will be required to be registered with the New Jersey Division of Revenue. The vendor will be required to submit, as part of a public bid or prior to issuing a purchase order, a Business Registration Certificate issued by the Department of Treasury, Division of Revenue, with the State of New Jersey.
- Stockholder Disclosure Form
- Non-Collusion Statement
- Source Disclosure Certification: For all procurements that are “primarily” for services, the vendors must comply with N.J.S.A 52:34-13.2 (also known as Executive Order 129) and file a source disclosure certification with the agency. It is the agency’s responsibility to determine if the vendor complies with N.J.S.A. 52:34-13.2. In order to be in compliance, all services provided to the College, must be performed within the United States.
- BID SECURITY AND STATEMENT OF SURETY: If requested in the RFP, the bidder must provide a bid bond and a statement of surety with the bid proposal.
- THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE - If the RFP is for a public works project, the Bidder shall submit with the proposal the bidder’s Public Work Contractor Registration Act Certificate. Failure to submit a copy of the certificate may be cause for rejection of the proposal.
- Vendor Qualifications form

Documents/Submissions that must be provided before contract award:

- AFFIRMATIVE ACTION: The bidder is required to submit a copy of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). See the RFP attachment titled Affirmative Action.
CERTIFICATE OF INSURANCE: The bidder is required to submit proof of liability insurance in accordance with The College’s Terms and Conditions. See attachment titled Terms and Conditions.

P.L. 2005, Chapter 51 / Executive Order 117 - Contractor Certification and Disclosure of Political Contributions:

In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of Chapter 51 and Executive Order 117. Enclosed are the requirements of Ch. 51 and EO 117, the forms for Certification and Disclosure. The contract that will be generated based on this RFP cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury.

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

4) **CONTRACTUAL TERMS**

   a) Contract administration: The vendor will coordinate all work schedules or deliveries with [Jim Heisler at (609) 771-2031](tel:6097712031), once the contract is awarded.

   b) Term of contract shall commence with the formal date of award.

   c) Proposals will include shipping F.O.B. Destination.

   d) The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

   e) The vendor must comply with the delivery date as specified in the contract. Failure to comply may result in the termination of the contract.

   f) All deliveries will be made during regular working hours, 8:30 a.m. to 4:30 p.m. Monday through Friday. Changes thereto must be granted with written approval by the College.

   g) The vendor will be responsible for the delivery of products in first-class condition at the point of delivery and in accordance with good commercial practices.

   h) Order of Precedence: The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor’s bid proposal and the Notice of Award. Unless specifically stated in this RFP, the Special Contractual Terms and Conditions of the RFP and addenda take precedence over the College’s Standard Terms and Conditions.

   i) CONTRACT TRANSITION: In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration of the contract.

   j) If awarded a contract your company/firm will be required to comply with the requirements of P.L. 1975 C.127. (NJAC 17:27).

5) **PROPOSAL EVALUATION:**

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

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

   a) Experience of the vendor in the commodity being bid.
b) The ability of the vendor to efficiently, accurately, and successfully perform the required services essential to this contract. The vendor's performance history with regards to these services will be used in the evaluating whether or not to award the contract to that vendor.

c) A vendor's response to all specification requirements in sufficient detail for the evaluator(s) to analyze the proposal and make sound judgments about it.

d) Price. The College of New Jersey reserves the right to evaluate price(s) and award contracts, based on the present worth analysis when it is determined to be in the best interest of the College. Vendors should submit prices exactly as instructed. The College reserves the right to request all vendors to explain the method used to arrive at any or all prices. The College reserves the right to require bidders to provide a schedule of values of their bid price upon request. If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between unit price and extended price and the bidder’s intention is not readily discernible from other parts of the bid proposal, the Director of Purchasing may seek clarification from the bidder to ascertain the true intent of the bid. The College reserves the right to waive any technical or formal defects found in the RFP submission.

e) Oral presentation and/or Clarification. A bidder may be required to give an oral presentation to the institution concerning its bid proposal. The institution may also require a bidder submit written responses to questions regarding the bid proposal. The purpose of such communication with bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify its bid. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way.
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

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

Firm Name:____________________________________________________________________
Signature:____________________________________________________________________
Title:________________________________________________________________________
Date:__________________________________________________________________________
NON-COLLUSION STATEMENT

Date: ______________________________

The College of New Jersey
The Office of Budget and Finance, Department of Purchasing
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
STOCKHOLDER DISCLOSURE FORM

Firm Name: _____________________________________________________________

Address: ________________________________________________________________

City/State/ZIP: ___________________________________________________________

List the names and addresses of all individuals, corporations, or any other owner having 10% or greater interest in the corporation or partnership named in item 1. If a listed owner is a corporation or partnership, then list the names and addresses of holders of 10% or more interest in that corporation or partnership. If additional space is necessary, list on an attached sheet. If there are no owners with 10% or more interest in your company, enter "None" below.

Complete affidavit at bottom of form.

Firm Name Street City/Twp County State Zip
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

_____________________________ ___________________
President of the Firm (Type or print name) Telephone Number

I certify that (check applicable blanks):

_____ A list of stockholders names and addresses has been submitted to the Secretary of State of New Jersey and it is current and correct to the best of my knowledge, with the exceptions as listed above.

_____ The list of stockholders above is current and correct to the best of my knowledge.

_____ There are no stockholders holding 10% or more interest in this corporation or firm to the best of my knowledge.

_____ Firm is a sole ownership and not subject to corporation or partnership disclosure requirement.

Signature of Authorized Representative

Name_____________________________________ Title:_________________

Witnessed by_______________________________ Date:_________________

THIS FORM MUST BE COMPLETED, SIGNED, AND WITNESSED
INFORMATION AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 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, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding $17,500 with individuals or entities that made certain political contributions. Executive Order 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 Executive Order No. 117 (“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, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. 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/EO117 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.

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us 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 Forms

NOTE: Please refer to the next section, “Useful Definitions for Purposes of Ch. 51 and E.O. 117,” for guidance when completing the forms.

Part 1: VENDOR INFORMATION

Business Name – Enter the full name of the Vendor, including trade name if applicable.

Business Type -- Select the vendor’s business organization from the list provided.

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.
INFOGRAPHIC AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms


Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

NOTE: Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

Check the box at top of page 2 if no reportable contributions have been made by the vendor. If the vendor has no contributions to report, this box must be checked.

Name of Recipient Entity – Enter the full name of the recipient entity.

Address of Recipient Entity – Enter the recipient entity’s street address.

Date of Contribution – Indicate the date of the contribution.

Amount of Contribution – Enter the amount of the reportable contribution.

Type of Contribution – Select the type of contribution from the list provided.

Contributor Name – Enter the full name of the contributor.

Relationship of Contributor to the Vendor – Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, 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.

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person’s title or position, date and telephone number.
INFORMATION AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms

USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

• “Vendor” means the contracting entity.

• “Business Entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.

• “Officer” means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

• “Partner” means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

• “Reportable Contributions” are those contributions, including in-kind contributions, in excess of $300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.

• “In-kind Contribution” means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.

• “Continuing Political Committee” includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least $4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

1 Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.
INFORMATION AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms

- “Candidate Committee” means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.

- “State Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-4.

- “County Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-3.

- “Municipal Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-2.

- “Legislative Leadership Committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.

- “Political Party Committee” means:
  1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
  2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
  3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms
The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

Questions & Answers
Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at http://www.state.nj.us/treasury/purchase/execorder134.htm. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

NOTE: The Chapter 51 Q&A on the website DOES NOT address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at http://www.state.nj.us/treasury/purchase/execorder134.html#state.
State of New Jersey
Division of Purchase and Property
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions

Part 1: Vendor Information

Full Legal Business Name
(Including trade name if applicable)

Business Type
- Corporation
- Limited Partnership
- Professional Corporation
- General Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Liability Partnership

Address 1
Address 2
City State Zip Phone
Vendor Email VENDOR FEIN


I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).

   a) Within the preceding 18 months, the below-named person or organization has not made a contribution to:
      (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor;
      (ii) Any State, county, municipal political party committee; OR
      (iii) Any legislative leadership committee.
   
   b) During the term of office of the current Governor(s), the below-named person or organization has not made a contribution to
      (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR
      (ii) Any State, county or municipal political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
   
   c) Within the 18 months immediately prior to the first day of the term of office of the Governor(s), the below-named person or organization has not made a contribution to
      (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR
      (ii) Any State, county, municipal political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.
Part 3: Disclosure of Contributions Made

☐ Check this box if no reportable contributions have been made by the above-named business entity or individual.

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address of Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Contribution</td>
<td>Amount of Contribution</td>
</tr>
<tr>
<td>Type of Contribution (i.e. currency, check, loan, in-kind)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contributor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relationship of Contributor to the Vendor</td>
</tr>
<tr>
<td>Contributor Address</td>
</tr>
<tr>
<td>City</td>
</tr>
</tbody>
</table>

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.
Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

(A) ☐ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

(B) ☐ I am certifying on behalf of the above-named business entity only.

(C) ☐ I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name ___________________________ Print Name ___________________________
Phone Number ___________________________ Date ___________________________
Title/Position ___________________________

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.
"N.J.S.A. 52:34-13.2 CERTIFICATION"

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____________________________ Waiver Number: _______________________________

I hereby certify and say:

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

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

Instructions:

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

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

<table>
<thead>
<tr>
<th>Contractor and/or Subcontractor</th>
<th>Description of Services</th>
<th>Performance Location[s] by COUNTRY</th>
<th>Reasons why services cannot be performed in USA</th>
</tr>
</thead>
</table>

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Director, Division of Purchase and Property (the “Director”).

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

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

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

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

Contractor: ____________________________________________

[Name of Organization or Entity]

By: _____________________________ Title: _____________________________

Print Name: _____________________________ Date: _____________________________
Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

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

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

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship to Bidder/Offeror</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Activities</td>
<td></td>
</tr>
<tr>
<td>Duration of Engagement</td>
<td>Anticipated Cessation Date</td>
</tr>
<tr>
<td>Bidder/Offeror Contact Name</td>
<td>Contact Phone Number</td>
</tr>
</tbody>
</table>

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

**Full Name (Print):**  
**Signature:**

**Title:**  
**Date:**

DPP Standard Forms Packet 6/2012
VENDOR QUALIFICATION SHEETS

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

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

TO BE COMPLETED BY VENDOR

1. Please list the types of commodities that your company can provide.
   
   A. 
   
   B. 
   
   C. 

2. The number of years your firm has been providing these services. ______ Year(s)

3. Location of vendor's office that will be responsible for managing contract/service:
   
   Name: _________________________________________________________________________
   
   Telephone: _________________________       Fax:_____________________________________
   
   Email Address: __________________________________________________________________
   
   Street Address: __________________________________________________________________
   
   City/State/Zip: __________________________________________________________________
   
   Federal Identification Number: ______________________________________

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

   **Purchase Orders:**
   
   Firm Name: _______________________________________________________________________
   
   Street Address: ___________________________________________________________________
   
   City/State/Zip: ___________________________________________________________________

   **Remittances:**
   
   Firm Name: _______________________________________________________________________
   
   Street Address: ___________________________________________________________________
   
   City/State/Zip: ___________________________________________________________________
5. Name of insurance company:

   Street Address: ________________________________________________________________

   City/State/Zip: ________________________________________________________________

   Types of Insurance: ____________________________________________________________

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

   Name: _______________________________________________________________________

   Telephone: ____________________________________________________________________

   Email Address: __________________________________________________________________

   Street Address: __________________________________________________________________

   City/State/Zip: __________________________________________________________________

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

   ______________________________________________________________________________

   ______________________________________________________________________________

   ______________________________________________________________________________

8. Is your firm registered with the Secretary of State of New Jersey? Yes____ No____

9. Is your firm incorporated? Yes____ No____

    A) In What State? ____________________________

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

    Small Business: Yes____ No____

    A) What category does your firm fall under?

        Gross Revenues do not exceed $500,000 __________

        Gross Revenues do not exceed $5 million __________

        Gross Revenues do not exceed $12 million __________
Under Executive Order 34, TCNJ is responsible for soliciting demographic information from its vendors. TCNJ is required to seek the following information from each firm under contract with us:

1. Is more than fifty percent (50%) of your company minority owned? (circle one)       YES       NO
   (African-American, Hispanic, Asian, and/or Native American)

2. Is more than fifty percent (50%) of your company woman owned? (circle one)       YES NO

3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)
   - ☐ Asian American
   - ☐ Multiple Ethnicities
   - ☐ Non-Minority
   - ☐ Hispanic American
   - ☐ African American
   - ☐ Caucasian American Female
   - ☐ Native American
   - ☐ Unspecified

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

EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

VENDOR QUALIFICATIONS

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

   A. Client Name: 
      Contact Name: 
      Telephone Number: 
      Fax Number: 
      Email Address: 

   B. Client Name: 
      Contact Name: 
Telephone Number:
Fax Number:
Email Address:

C. Client Name:
   Contact Name:
   Telephone Number:
   Fax Number:
   Email Address:

D. Client Name:
   Contact Name:
   Telephone Number:
   Fax Number:
   Email Address:
12. Please answer the following questions related to your prior experience:

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

      Yes__________    No__________

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

      Yes__________    No__________

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

      Yes__________    No__________

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

      Yes__________    No__________

Firm Name:___________________________________________________________________________

Signature:_____________________________________________________________________________

Title:_________________________________________________________________________________

Date:_________________________________________________________________________________
GENERAL TERMS AND CONDITIONS

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

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

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

1.1 CORPORATE AUTHORITY-N.J.S.A. 14A:13-3 requires that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey.

1.2 ANTI-DISCRIMINATION-All parties to any contract with The College of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained in N.J.S.A 10:2-1 through 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

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

1.4 WORKER AND COMMUNITY RIGHT TO KNOW ACT-The provisions of N.J.S.A. 34:5A-1 et seq which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to The College must be labeled by the vendor in compliance with the provisions of the Act.

1.5 OWNERSHIP DISCLOSURE-Contracts for any work, goods, or services cannot be issued to any firm unless prior to or at the time of bid submission the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interest. Refer to N.J.S.A. 52:25-24.2.

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

A. Business Registration – As a condition to entering into a State contract, effective January 18, 2010, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities are prohibited from entering into a
contract exceeding $4,605 with an entity unless the bidder and each subcontractor named in the bid proposal has a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.htm.

B. Public Works Contractor Registration Act - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or http://www.nj.gov/labor/lsse/lspubcon.html.

C. The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

D. Certification and Disclosure of Political Contributions – Pursuant to 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 P.L. 2005, c. 271, section 3 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.

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.

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. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than $1,000,000 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.

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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing’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 ten business days after the date on the notice of intent to award. In the public interest, the Director of Purchasing 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 Director of Purchasing. It must include the specific grounds for challenging the award.

C. The Director of Purchasing 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 Director of Purchasing may terminate the contract.

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

B. For Cause:
   1. Where a vendor fails to perform or comply with a contract and fails to comply with the College's complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director of Purchasing 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 Director of Purchasing may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for response. In exceptional situations the Director of Purchasing 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 Director of Purchasing may terminate at any time, in whole or in part, any contract for the convenience of The College, upon no less than 30 days written notice to the vendor.

D. In the event of termination under this section, the vendor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.
3.5 COMPLAINTS - Where a vendor has a history of performance problems as evidenced by formal complaints and/or contract cancellation for cause pursuant to 3.4.B, that vendor may be bypassed for any future contract awards unless the vendor submits with proposal documentation (See N.J.A.C. 17:12-2.8):

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

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

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

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

A. The equipment offered is standard new equipment, is the manufacturer’s latest model in production with parts regularly used for the type of equipment offered and that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer’s recommendations and standard practice.

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

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

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

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

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

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

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

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

I. Bid and Performance Security

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

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of The College of New Jersey.
2. The College will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the College will:

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

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

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

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

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

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

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

3.8 DELIVERY GUARANTEES- Deliveries shall be made at such time and in such quantities as ordered in strict compliance with the conditions contained in the contract. The vendor shall be responsible for the delivery of material in first class condition and in accordance with good commercial practice. Items delivered must be strictly in accordance with bid specifications. In the event delivery of goods or services is not made within the time frame specified or under the schedule stipulated in the specifications, the College may obtain the goods or services from any available source and the difference in price, if any, will be paid by the vendor failing to fulfill the commitment.

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

3.10 RIGHT TO FINAL ACCEPTANCE- The College reserves the right to reject any or all bids, or to award a contract in whole or in part if deemed to be in the best interest of the College, price and other factors considered. In case of tie bids, the contract shall be awarded at the discretion of the Director of Purchasing to the vendor or vendors best meeting all of the specifications and conditions.
3.11 MAINTENANCE OF RECORD - The vendor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the College upon request.

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

3.13 MERGERS, ACQUISITIONS - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the College as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested, which may include but need not be limited to the following:
   a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
   b. updated information including ownership disclosure and Federal Employer Identification Number

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

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

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATIONS DURING CONTRACT - Unless otherwise noted by the College, all prices quoted shall be firm and not be subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period, the College shall receive the full benefit of such price reduction on any subsequent orders for goods or services. The Purchasing Department must be notified in writing of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause.

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

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

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

4.5 PAYMENT TO VENDORS - Payments for goods and/or services purchased by the College will only be made after receipt of contracted items and approval of the invoice for payment. The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.
New Jersey Prompt Payment Act – The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed invoice or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the College prior to processing any payments for goods and services accepted by the College. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds $5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

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

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

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

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

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

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing.
forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE - Please be advised that, pursuant to P.L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer’s or shareholder’s share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

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

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

Project: Fire Sprinkler Inspections and Testing Services

1. AGREEMENT WITH THE CONSULTANT

a. Consultant Services. The College contracts with the Consultant and the Consultant agrees to perform the professional services specified in this contract in connection with the design and administration of the construction of the project identified above. The services include professional Fire Sprinkler Inspection and Testing Services as defined herein.

b. Standards of Performance. The Consultant shall perform in a good, skillful and prompt manner and with the care and skill ordinarily used in its profession, and also in accordance with this contract all Consultant, engineering, and other professional services relating to the Fire Sprinkler Inspection and Testing Services of the project. The acceptance or approval of, or payment for any of the documents or services provided by the Consultant under this contract shall not release or waive any claim for latent defects or errors, or breaches of this contract, negligence, indemnity or other obligations under this contract.

c. Consultants. The Consultant shall employ or engage at its own expense the professional services of electrical, mechanical, plumbing engineers and other consultants as may be required for the performance of the services required by this contract. All such professionals shall be qualified and competent, and shall be approved by the College. Nothing in this agreement is intended to create any legal or contractual relationship between the College and any independent professionals utilized by the Consultant.

2. SCOPE OF WORK

a. see attached Scope of Work

b. Additional Representation. If more project representation is required at the site, the College may by a supplemental agreement in writing, authorize the Consultant to employ a project field representative at the expense of the College. The additional compensation for such services must be specified in the supplemental agreement. The Consultant may be required to provide expert testimony and or reports in litigation related to the project.

c. Proposed Services. The Consultant shall perform all professional consultant services as described in the contract.

3. COMPENSATION
The College shall pay the Consultant as full compensation for all the services required from it and its consultants under with this contract a fee as follows:

a. Base Contract

(1) Contract Fee: Lump Sum per completion of building inspections and receipt of final report per building.
(2) **Consultant Portion of Fee.** The Consultant shall submit with each invoice a certification that all associated Consultants, engineers, and consultants have been paid a proportionate share of any previous payments made under this contract to the extent that they are entitled, if applicable.

(3) **Final Payment.** The College shall retain 10% of final payment until final College inspection and acceptance. The final balance of the fee due under this contract shall be paid not later than 30 days after the receipt of the final invoice and after the College has accepted the consultant contract complete.

4. **REIMBURSABLE EXPENSES**
The College will reimburse the following expenses, if it requests that they be incurred, in accordance with the State of New Jersey and College policies and procedures:

a. Fees paid for D.C.A. permit applications, inspections, certificates of occupancy or approvals from other authorities;
b. Public notices, announcements and advertising at a rate of 1.1 times actual cost;
c. Expense of overtime work, if specifically requested and authorized by the College in writing;
d. Renderings and models requested by the College, at prices to be agreed upon when authorized;
e. Expenses of transportation and living in connection with out-of-town travel authorized by the College;
f. Long distance communications outside of New Jersey;

Expenses such as faxes, telephones, pagers, reproduction or copying of documents, travel, and postage and overnight express charges are included in the contract fee and are not to be billed as extras.

5. **COST RECORDS**
The Consultant shall maintain and retain weekly payroll, overhead, cost and accounting records for services performed on the project, including costs and expenses pertaining to additional services required by the College, and shall require its consultants on the project to do likewise. The records shall be maintained and shall be made available to the College or its representatives when requested. These records shall be maintained in accordance with generally accepted accounting principles and practices. All such records shall be retained and made available to the College for inspection when requested for a period of 7 years after final payment is received by the Consultant under this contract, or the duration of any dispute or lawsuit arising out of the project, whichever is later. Any failure to maintain or produce such records shall preclude the Consultant from being paid or retaining any payments which are based on costs and expenses of it or its consultants which are reflected in the records.

6. **CONTRACT FOR PERSONAL SERVICES**
This contract requires personal professional services by the Consultant, and the Consultant shall not assign or transfer its obligations or rights under this contract without the written consent of the College. The Consultant should not change the individuals assigned to the project absent true necessity, and if circumstances compel it to do so, the substitution and the substitute individuals must be approved by the College in writing in advance.

7. **PUBLICITY**
Publicity and/or public announcements pertaining to the project must be approved by the College prior to release.

8. **NOTIFICATIONS/AUTHORIZED REPRESENTATIVE**

a. **Notice to the Consultant.** Written notices to the Consultant shall be addressed to:

b. **Notice to the College/Authorized Representative:** Written notices from the Consultant to the College should be addressed to:

   James Heisler  
The College of New Jersey  
PO Box 7718  
Ewing, NJ 08628-0718  
Telephone No. (609) 771-2031  
Fax No. (609) 637-5125
Decisions and authorizations on behalf of the College under this contract must be approved by the Associate Treasurer.

9. CLAIMS
The Consultant understands that any claims which it asserts against the College shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. The Consultant also agrees that it shall not be entitled to assert claims against the College for any compensation beyond that provided for in this contract by reason of the acts or omissions of any third parties except as provided in this contract. The Consultant also agrees that it may not assert claims for consequential damages as that term is defined in law. The Consultant also agrees that suits against the College will be pursued in the county where the project is located.

10. INDEMNITY/LIABILITY TO THIRD PARTIES
The Consultant undertakes to indemnify and save harmless the College and its officers, agents, servants and employees from and against any and all suits, demands, claims, losses and damages of any kind arising out of any negligent act, error, omission or breach of the Consultant, its officers, agents, servants, employees, consultants or subcontractors, in the performance of professional services under this contract. If any judgment is rendered against the College or any of its officers, agents, servants or employees for which indemnification is required under this paragraph, the Consultant shall satisfy and discharge it. The Consultant shall reimburse the College for reasonable attorney fees, costs and expenses incurred by the College in the defense of such suit or claim. The College shall promptly give written notice to the Consultant of claims and suits for which indemnification may be claimed pursuant to this paragraph.

11. DISCRIMINATION IN EMPLOYMENT
The Consultant and any consultants engaged by it shall comply with N.J.S.A. 10:2-1 through 4 and N.J.S.A. 10:5-1 et seq. including N.J.S.A. 10:5-31 through 35 which prohibit discrimination in employment on public contracts. The statute and the rules and regulations promulgated thereunder shall be considered to be part of this contract and binding upon the Consultant and its consultants. During the performance of this contract, the Consultant agrees that:

a. **Discrimination:** It shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Consultant shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.

b. **Advertisements:** The Consultant shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

c. **Notices:** The Consultant shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers’ representative of the Consultant’s commitment, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. **Handicap:** As required by N.J.S.A. 10:5-4.1, any unlawful discrimination against any person because of a physical handicap, or any unlawful employment practice against such a person is prohibited unless the nature and extent of the handicap necessarily precludes the performance of the particular employment duties.

12. INSURANCE BY THE CONSULTANT
The Consultant shall secure and maintain in force for the term of the Contract plus three years following the final acceptance of the work, insurance coverage provided herein. All insurance coverage is subject to the approval of The College and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better.

The Consultant shall provide The College with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to The College. All insurance required herein shall contain a
waiver of subrogation in favor of The College. All insurance required herein, except Workers’ Compensation and Professional Liability, shall name The College, the State of New Jersey, the New Jersey Educational Facilities Authority as additional insureds.

The Consultant expressly agrees that any insurance protection required by this contract shall in no way limit the Consultant’s obligations under this contract, and shall not be construed to relieve the Consultant 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 under any law.

a. Types and Minimum Amounts of Insurance Required

(1) Commercial General Liability Insurance
Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract including products and completed operations. The policy shall also include an endorsement for Errors and Omissions coverage, unless a separate Professional Liability Insurance policy is maintained (see requirements in #4, below). The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of The College. The minimum limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) general aggregate.

(2) Comprehensive Automobile Liability Insurance
Consultant must maintain Comprehensive Automobile Liability insurance covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one hundred thousand dollars ($100,000) per occurrence.

(3) Workers’ Compensation Insurance and Employers’ Liability Protection
Consultant shall maintain Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdictions required to protect the employees of the Consultant and any consultant/subcontractor who will be engaged in the performance of this Contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than five hundred thousand dollars ($500,000) bodily injury, each occurrence, five hundred thousand dollars ($500,000) disease, each employer, and five hundred thousand dollars ($500,000) disease, aggregate limit.

(4) Professional Liability Insurance
If an endorsement for Errors and Omissions is not included in the Commercial General Liability insurance policy, the Consultant must maintain Professional Liability Insurance with minimum limits of liability that shall not be less than a combined single limit of one million dollars ($1,000,000) per claim. The professional liability insurance shall be maintained for a period of not less than one year 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. Consultants and Subcontracts to Consultant. The Consultant shall require all its consultants/subcontractors to comply with all of the insurance requirements described above. The Consultant shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each consultant/subcontractor prior to the consultant/subcontractor’s beginning work on the project. The consultant shall provide copies of all consultant/subcontractor certificates of insurance to The College upon request.

c. Evidence of Insurance. The Consultant shall when this contract is signed and before beginning the work required under this contract, provide The College with valid certificates of insurance to evidence the Consultant’s insurance coverage as required in this paragraph.

d. Remedies for Lack of Insurance. If the Consultant fails to renew any of its required insurance policies, or any policy is canceled, terminated or modified, the College may refuse to make payment of any 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 Consultant’s insurance. During any period when the required insurance is not in effect, the College may, in its sole discretion, either suspend the work under this contract or terminate the contract.
13. OWNERSHIP OF DOCUMENTS
The plans and specifications and other documents prepared by the Consultant and its consultants under this contract shall be provided to the College and shall become the property of the College. The Consultant for its own record purposes may retain copies of its documents including plans and specifications. All documents, including plans and specifications furnished by the Consultant and its consultants under this contract, are instruments of service for this project only. They are not intended or represented to be suitable for reuse by the College or others for additions to this project or for any other purpose. Any reuse by the College or others will be without liability or legal responsibility of the Consultant.

14. ABANDONMENT, POSTPONEMENT, TERMINATION OF PROJECT
If for any reason the project should be abandoned or postponed, the College may terminate this contract by written notice to the Consultant. Unless otherwise directed, the Consultant shall immediately stop all work upon receipt of such a notice. The Consultant shall be paid a proportion of its fee which the services actually and satisfactorily performed by it shall bear to the total services contemplated under this contract, less payments previously made. The College may order that the work on the project be stopped temporarily, and on written notice, the Consultant shall cease all work on the project except as necessary to properly secure the project. If the College directs that the work on the project resume within 12 months after the College’s suspension order, the Consultant shall be obligated to complete the project for the basic fee provided for in the contract, plus additional compensation for any work or expense necessitated by the stop order, to be approved by the College in writing before the work resumes.

15. CONTRACT TERMS, CHANGES, AND LAW
This contract constitutes the entire agreement between the College and the Consultant, and it shall be governed by the laws of New Jersey. The terms and conditions of this contract may not be changed except by a writing signed by the Consultant and the College.

16. COMPLIANCE WITH PROCUREMENT STATUTES
The Consultant warrants and represents that this contract has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of New Jersey, and in particular, the provisions of N.J.S.A. 18A:64-6.1, 6.2 and 6.3, and that the Consultant has not and shall not violate the laws of New Jersey relating to the procurement of or the performance of this contract by any conduct, including the paying of any gratuity of any kind, directly or indirectly, to any College employee or officer. Any violation of this provision shall be cause for the College to terminate this contract, to retain all unpaid and/or unearned fees, and to recover all fees paid. The Consultant shall notify the College in writing of any interest which it or its consultants have in, or association with, any contractor, subcontractor, material supplier, consultant, or manufacturer, or other party which has any interest in this project.

17. BUSINESS REGISTRATION SUBMISSIONS AND REQUIREMENTS (Compliance with P.L. 2009, c.315)
The Consultant is to comply with the following New Jersey Business Registration of Public Contractors’ provisions. P.L. 2009, c 315 (Chapter 315) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a State agency. Chapter 315 expands the requirement of business registration to business organizations competing for, or entering into a contract with the following public contracting agencies: state colleges and universities, and county colleges. Consultant requirements pursuant to P.L. 2009, c315:

a. The Consultant must include proof of business registration at the time it submits a bid or proposal in response to a request for bids or proposals. For all other transactions, proof of business registration must be submitted before the issuance of a purchase order or contracting document.

b. The Consultant must provide written notice to its Sub-Consultants, regardless of the level (tier) of the consultant or Sub-Consultant, of the requirement to submit proof of business registration to the Consultant. The Consultant shall obtain and maintain on file the proof of business registration of each Sub-Consultant.

c. Before final payment on the contract is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each Sub-Consultant or used in the fulfillment of the contract, or shall attest that no Sub-Consultants were used.

d. The Consultant shall comply with the other provisions of P.L. 2009, c 315 and shall remit use taxes as required to the New Jersey Division of Taxation.
ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the parties have duly executed this agreement on the date first above written.

THE COLLEGE OF NEW JERSEY

By ___________________________  By ___________________________
   Kathryn Leverton, Associate Vice President           Lloyd Ricketts, Treasurer
   of Facilities and Administrative Services

Date ___________________________

By ___________________________  By ___________________________
   Curt Heuring, Vice President for Administration           Mark Mehler, Executive Director of Procurement

Date ___________________________

CONSULTANT

Date ___________________________

By ___________________________
   Title ___________________________
Specifications

1. Perform all quarterly, semi-annual, annual and 3 year inspection, testing and maintenance procedures as outlined in NFPA 25 2002 edition.
2. Perform emergency repairs to water-based fire protection systems on as-needed basis.
3. Perform other minor sprinkler work on campus as-needed.

Scope of Work

- At a minimum, the work and services performed under this contract shall meet the expectations established within this contract and performed as described by NFPA 25 2002 edition. Only those expectations prescribed by code to be performed monthly and weekly or at intervals greater than once every 3 years shall be assumed to be the responsibility of the college. All other services outlined in NFPA 25 2002 edition shall be the responsibility of the contractor and shall be executed during the 4 scheduled visits as described below.

- This contract is to be carried out over 4 visits evenly spaced throughout the year
  - Visit 1: All quarterly services are to be conducted. Visit one shall be carried out during the month of February
  - Visit 2: All quarterly, semi-annual, and annual services are to be conducted. The services performed as part of visit two shall commence on the first business day following the college’s graduation ceremony and shall conclude no later than June 30th.
  - Visit 3: All quarterly and semi-annual services are to be conducted. Visit 3 shall be carried out during the month of August.
  - Visit 4: All quarterly services are to be conducted. Visit 4 shall be carried out during the month of November.

- The engines of the two diesel-driven fire pumps covered by this contract are maintained and serviced by a separate service agreement. The contractor should be able to run these pumps and diagnose any performance shortcomings but the maintenance to the drivers themselves is handled outside of this service contract

- At the beginning of each contract period, the contractor shall meet with representatives from The College’s Office of Facilities Operations to establish and agree to a schedule that meets the needs of The College. The contractor will be responsible for furnishing the proper labor at times when inspections can be properly conducted while causing minimal disruptions to the occupants of the building.

- This contract covers the inspections, testing, and repairs for The College’s water-based fire protection systems for a year. At The College’s discretion, the services outlined in this contract may be extended for optional 2nd and 3rd years.
• If The College renews the contract for a second year, services with 3-year re-occurrence intervals (as defined by NFPA 25 2002 Edition) shall be conducted on applicable systems during visit 2 for that contract period in addition to all other services outlined.

• The Contractor will not commence any additional repair work outside of the scheduled NFPA 25 services described in this contract without expressed consent from The College’s Office of Facilities Operations.

• The contractor is responsible for furnishing all parts, labor, and materials necessary to service systems according to NFPA 25 2002 edition and this contract. This includes pumps/hoses/gauges necessary for pressure and flow testing systems.

• The College’s stationary fire pumps shall only be operated for the purposes of performing required flow tests for said pumps and other relevant pumps required by the systems they support. For hydrostatic testing of dry standpipes, the contractor is responsible for supplying auxiliary pumps.

Successful vendor is required to:

a. Perform all testing without activating fire alarms or causing disturbance to building occupants.
b. Silence, place in walk-test, or otherwise manipulate a variety of Fire Alarm Control Panels per the written direction provided by The College at the time of inspection.
c. Submit all reports for each building no less than 2 weeks following the building’s inspection completion date.
d. Commence all requested emergency repairs within 4 hours of being contacted.
e. Invoice all work for the appropriate fiscal year in accordance with the deadlines established on The College of New Jersey’s Finance and Business Services website. The College’s fiscal year ends on June 30th.

Expectations for written reports:

a. Provide electronic, clearly-written reports specifying calculations and test results on forms that meet the requirements outlined in NFPA 25.
b. Include all timing evaluations and flow test results on written reports.
c. Provide two separate electronic reports detailing all of the deficiencies and recommendations found on campus.
d. Evaluate fire pump and flow test results against previous year’s results for performance degradation. The college will provide copies of test results from the previous inspection. It is expected that a qualified engineer or NICET-certified individual will be evaluating the results for system degradation. Such individual will sign all reports including their credentials.
e. Corrective action items identified on report will be clearly identified as deficiencies or recommendations. When issuing deficiencies, deficiencies must be in-line with the applicable code relative to the building’s acceptance date. Deficiencies are not to be issued based on most recent building code unless such deficiency is also in violation of the applicable code at the time of the building’s acceptance.

f. Code deficiencies and recommendations are to be issued on separate reports and shall not be included on the individual reports for each building.

g. Any deficiencies will be explicitly detailed as to their exact locations with specific (relevant) code references. Reports not including relevant code references will be rejected.

h. Representatives of the contractor will present completed inspection, deficiency and recommendation reports in meeting at The College’s Maintenance building within 2 weeks of completing all work. The contractor will ensure that both the lead technician(s) that participated in the service visit and NICET certified individual familiar with NFPA 25 2002 is present. Immediately following such meeting, The College will be provided a final walk through of any deficiency and recommendation areas to explain actions that must be taken. TCNJ RESERVES THE RIGHT TO REVIEW QUALIFICATIONS OF CONTRACTORS AND REPRESENTATIVES. TCNJ SHALL RETAIN 10% OF FINAL PAYMENT UNTIL FINAL TCNJ INSPECTION AND ACCEPTANCE.

i. Reports will be considered draft/unsigned/unaccepted until after The College has been provided the final meeting as described above and all deficiencies have been properly explained.

• Facilities will supply 1 escort per group of inspection personnel and a maximum of 2 escorts on any given inspection day. Hours of inspection are to conform to standard TCNJ Facilities hours of operation 7:30AM-4PM.

• The contractor agrees not to leave any building in a state of impairment and serve as the building’s fire watch while conducting necessary testing activities requiring fire alarm impairment.

• Contractor will supply adequate manpower to operate fire panel and simultaneously perform maintenance/inspection/testing services as well as serve as the building’s fire watch while the Fire Alarm Control Panel is impaired. Facilities escort will be present to supervise contractor and provide key access only.

• Contractor will notify The College’s Life Safety Specialist immediately by phone whenever a systematic or serious deficiency is realized. This includes alarm systems that will not reset properly and system devices that fail to meet performance objectives as outlined by NFPA 25.

Interested bidders must submit the following to be considered:

a. Please provide a copy of your required certification as a valid NJ fire protection contractor.

b. Provide selected samples (at least 2) of previous reports for clients that you have included as your references on the Vendor Qualifications Sheet (attachment).

c. Complete the attached cost sheets in their entirety.
d. Provide your firm’s hourly rate for inspections and testing that might fall outside the scope of this contract. (i.e. For additional buildings or new testing requirements)
e. Provide your firm’s hourly rate for subsequent repair work to systems following inspection and testing, emergency repair work and other non-inspection/testing sprinkler labor.

Other guidelines for interested bidders:

- A list of buildings to be covered under this service agreement is attached. We have also provided the type of system, square footage, and number of floors for each building.
- Plans and drawings for each building listed are available for your viewing during the scheduled mandatory on-site visit at the bidder’s request.
- Prevailing wages do not apply to inspection and testing services. Repairs subsequent to inspections and testing services and those called for by other means are subject to New Jersey’s Department of Labor and Workforce Development’s established fair wage rates for the appropriate trade.
<table>
<thead>
<tr>
<th>Building</th>
<th>Square Footage</th>
<th>Number of Floors</th>
<th>Control Valves</th>
<th>Gauges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Services Building</td>
<td>32,240</td>
<td>2 + B</td>
<td>9</td>
<td>5</td>
</tr>
<tr>
<td>Basement Sprinklers Only. Fire pump serving multiple buildings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Armstrong Hall + Annex</td>
<td>71,647 + 9,622</td>
<td>1 + A</td>
<td>14 + 2</td>
<td>4 + 4</td>
</tr>
<tr>
<td>Fully sprinkled. Diesel fire pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art and Interactive Multimedia Building</td>
<td>72,101</td>
<td>3 + B</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>Fully sprinkled. Relies on ASB pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Biology Building</td>
<td>77,893</td>
<td>3 + B</td>
<td>18</td>
<td>11</td>
</tr>
<tr>
<td>Fully sprinkled. Electric fire pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bliss Hall &amp; Annex</td>
<td>51,759 + 21,095</td>
<td>3 + B</td>
<td>17 + 1</td>
<td>9 + 2</td>
</tr>
<tr>
<td>Fully sprinkled. Electric fire pump. Dry valves in basement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brower Student Center</td>
<td>91,861</td>
<td>2 + B</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>Basement sprinklers only</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Education Building</td>
<td>70,000</td>
<td>3 + B + A</td>
<td>18</td>
<td>13</td>
</tr>
<tr>
<td>Fully sprinkled. Electric fire pump. Dry system in attic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forcina Hall</td>
<td>113,926</td>
<td>4 + B</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Standpipes only</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Green Hall</td>
<td>71,808</td>
<td>3 + B</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Basement sprinklers only</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kendall Hall</td>
<td>83,000</td>
<td>1 + B</td>
<td>26</td>
<td>18</td>
</tr>
<tr>
<td>Fully sprinkled. Electric fire pump. Antifreeze over stage area</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td>153,515</td>
<td>3 + B</td>
<td>28</td>
<td>31</td>
</tr>
<tr>
<td>Fully sprinkled. Electric fire pump. 5 pre-action systems.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Music Building</td>
<td>50,200</td>
<td>2 + B</td>
<td>17</td>
<td>12</td>
</tr>
<tr>
<td>Fully sprinkled. Electric fire pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Packer Hall</td>
<td>69,519</td>
<td>2 + B</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>Fully sprinkled. Electric fire pump. Dry system in attic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Packer Annex</td>
<td>19,249</td>
<td>2 + B</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>Fully sprinkled.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Garage Lot 6 (Metzger)</td>
<td>340,000</td>
<td>4</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Lot 6 is equipped with a dry standpipe system servicing every floor.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Garage Lot 8 (Travers/Wolfe)</td>
<td>112,692</td>
<td>2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Lot 8 is equipped with a dry standpipe system servicing every floor.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Garage Lot 9 (Cromwell/Decker)</td>
<td>264,239</td>
<td>3</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Lot 9 is equipped with a dry standpipe system servicing every floor.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Name</td>
<td>Area</td>
<td>Floors</td>
<td>Elevators</td>
<td>Sprinkler System</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>-------</td>
<td>--------</td>
<td>-----------</td>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td>TCNJ Building List &amp; Details</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Garage Lot 12 (Education)</td>
<td>50,753</td>
<td>2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Lot 12 is equipped with a dry standpipe system servicing every floor.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Garage Lot 20 (Armstrong)</td>
<td>36,000</td>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Lot 6 is equipped with a dry standpipe system servicing every floor.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paul Loser Hall</td>
<td>33,097</td>
<td>2 + B</td>
<td>18</td>
<td>15</td>
</tr>
<tr>
<td>Fully sprinkled. Electric fire pump.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power House</td>
<td>12,416</td>
<td>3</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Fully sprinkled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recreation Center</td>
<td>53,861</td>
<td>2</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Partially sprinkled.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roscoe L. West Hall</td>
<td>108,934</td>
<td>3 + B</td>
<td>15</td>
<td>8</td>
</tr>
<tr>
<td>Sprinklers in 1968 wing. Supported by electric fire pump located in 1934 wing.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School of Business Building</td>
<td>46,000</td>
<td>3 + B</td>
<td>14</td>
<td>5</td>
</tr>
<tr>
<td>Fully sprinkled. Electric fire pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Science Complex</td>
<td>123,068</td>
<td>3 + B</td>
<td>28</td>
<td>30</td>
</tr>
<tr>
<td>Fully sprinkled. Electric fire pump. 3 Pre-action systems</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social Sciences Building</td>
<td>74,000</td>
<td>3 + B</td>
<td>13</td>
<td>7</td>
</tr>
<tr>
<td>Fully sprinkled. Electric fire pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spiritual Center</td>
<td>4,450</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Fully sprinkled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residence Halls</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Centennial Hall</td>
<td>49,944</td>
<td>3 + B</td>
<td>9</td>
<td>8</td>
</tr>
<tr>
<td>Fully sprinkled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cromwell Hall</td>
<td>85,847</td>
<td>6 + B</td>
<td>24</td>
<td>9</td>
</tr>
<tr>
<td>Fully sprinkled. Electric fire pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decker Hall</td>
<td>93,538</td>
<td>6 + B</td>
<td>38</td>
<td>12</td>
</tr>
<tr>
<td>Fully sprinkled. Electric fire pump.  Dry system for loading dock.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eickhoff Hall</td>
<td>147,100</td>
<td>3 + B</td>
<td>17</td>
<td>14</td>
</tr>
<tr>
<td>Fully sprinkled. Electric fire pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ely + Allen + Brewster House</td>
<td>14,915 + 19,266 + 14,915</td>
<td>3 + B</td>
<td>1+2+1</td>
<td>3+5+3</td>
</tr>
<tr>
<td>Fully sprinkled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hausdoerffer Hall</td>
<td>70,639</td>
<td>3</td>
<td>7</td>
<td>6</td>
</tr>
<tr>
<td>Fully sprinkled. Relies on ASB fire pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Residence Hall</td>
<td>57,875</td>
<td>3 + B</td>
<td>16</td>
<td>9</td>
</tr>
<tr>
<td>Fully sprinkled. Diesel fire pump. Dry system in attic.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Norsworthy Hall</td>
<td>43,200</td>
<td>3.5 + B</td>
<td>8</td>
<td>5</td>
</tr>
<tr>
<td>Fully Sprinkled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building</td>
<td>Sq Ft</td>
<td>Floors</td>
<td>Beds</td>
<td>Baths</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------</td>
<td>--------</td>
<td>------</td>
<td>-------</td>
</tr>
<tr>
<td>Phelps Hall</td>
<td>70,639</td>
<td>3</td>
<td>7</td>
<td>6</td>
</tr>
<tr>
<td>Fully sprinkled. Relies on ASB fire pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Townhouse East</td>
<td>82,000</td>
<td>3</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>Fully sprinkled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Townhouse South</td>
<td>65,000</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Fully sprinkled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Townhouse West</td>
<td>52,000</td>
<td>3</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>Fully sprinkled</td>
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<tr>
<td>Travers/Wolfe Hall</td>
<td>280,000</td>
<td>10 + B</td>
<td>93</td>
<td>80</td>
</tr>
</tbody>
</table>
Academic Buildings Cost Sheet for Contract Period Year 1 (1/1/2014 to 12/31/2014)
(For each building, list the hours of labor required to complete that building)

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</tbody>
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<table>
<thead>
<tr>
<th>Total Hours: †</th>
<th>Total Dollar Value: †</th>
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Residential Buildings Cost Sheet for Contract Period Year 1 (1/1/2014 to 12/31/2014)
(For each building, list the hours of labor required to complete that building)

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<tr>
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</table>

**Total Hours:** ‡

**Total Dollar Value:** ‡

Brower Student Center Cost Sheet for Contract Period Year 1 (1/1/2014 to 12/31/2014)
(For each building, list the hours of labor required to complete that building)

<table>
<thead>
<tr>
<th>Building</th>
<th>3-Month Visit</th>
<th>6-Month Visit*</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Brower Student Center</td>
<td></td>
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</table>

**Total Hours:** §

**Total Dollar Value:** §

* A semi-annual visit is inclusive of all quarterly and semi-annual service items
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## Academic Buildings Cost Sheet for Optional Contract Period Year 2 (1/1/2015 to 12/31/2015)
(For each building, list the hours of labor required to complete that building)

<table>
<thead>
<tr>
<th>Building</th>
<th>3-Month Visit</th>
<th>6-Month Visit*</th>
<th>Annual Visit**</th>
<th>3-Year Visit***</th>
</tr>
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<tbody>
<tr>
<td>Administrative Services Building</td>
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<tr>
<td>Armstrong Hall + Annex</td>
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**Total Hours:** †

**Total Dollar Value:** †

* A semi-annual visit is inclusive of all quarterly and semi-annual service items
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### Residential Buildings Cost Sheet for Optional Contract Period Year 2 (1/1/2015 to 12/31/2015)

(For each building, list the hours of labor required to complete that building)

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<thead>
<tr>
<th>Building</th>
<th>3-Month Visit</th>
<th>6-Month Visit*</th>
<th>Annual Visit**</th>
<th>3-Year Visit***</th>
</tr>
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<tbody>
<tr>
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### Brower Student Center Cost Sheet for Optional Contract Period Year 2 (1/1/2015 to 12/31/2015)

(For each building, list the hours of labor required to complete that building)

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<tr>
<th>Building</th>
<th>3-Month Visit</th>
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<tbody>
<tr>
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### Academic Buildings Cost Sheet for Optional Contract Period Year 3 (1/1/2016 to 12/31/2016)

(For each building, list the hours of labor required to complete that building)

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(For each building, list the hours of labor required to complete that building)

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</table>

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Brower Student Center Cost Sheet for Optional Contract Period Year 1 (1/1/2014 to 12/31/2014)
(For each building, list the hours of labor required to complete that building)

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<th>Building</th>
<th>3-Month Visit</th>
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<tbody>
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Non-Inspections/Testing Sprinkler Work Hourly Wage Cost Sheet  
(e.g.: Inspection repairs, emergency repairs, other sprinkler work)

<table>
<thead>
<tr>
<th>Contract Period Year 1 (1/1/2014 to 12/31/2014)</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheduled Regular business hours:</td>
<td></td>
</tr>
<tr>
<td>(8am-5pm Monday through Friday)</td>
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<tr>
<td>Emergency Regular business hours:</td>
<td></td>
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<tr>
<td>(8am-5pm Monday through Friday)</td>
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<tr>
<td>Emergency Night &amp; weekend rate:</td>
<td></td>
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<tr>
<td>(For calls initiated outside of regular business hours)</td>
<td></td>
</tr>
</tbody>
</table>

Optional Contract Period Year 2 (1/1/2015 to 12/31/2015)

<table>
<thead>
<tr>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheduled Regular business hours:</td>
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Optional Contract Period Year 3 (1/1/2016 to 12/31/2016)

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<tbody>
<tr>
<td>Regular business hours:</td>
</tr>
<tr>
<td>(8am-5pm Monday through Friday)</td>
</tr>
<tr>
<td>Emergency Regular business hours:</td>
</tr>
<tr>
<td>(8am-5pm Monday through Friday)</td>
</tr>
<tr>
<td>Emergency Night &amp; weekend rate:</td>
</tr>
<tr>
<td>(For calls initiated outside of regular business hours)</td>
</tr>
</tbody>
</table>

Will pricing be extended to other NJ State Colleges and Universities  
( ) Yes  ( ) No

Company Name: ____________________________________________

Bidder’s Signature: _________________________________________