Number: AB150045
Date Issued: May 19, 2015
Exec. Director of Purchasing: Mark Mehler
Phone: (609) 771-2859
Email: mehler@tcnj.edu
Requesting Department: Student Affairs
Fiscal Year: 2015

Proposals will be due on Tuesday, June 16, 2015 at 2 p.m.

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

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

PURPOSE AND INTENT OF PROPOSAL:
Solicit proposals for a firm to provide snack vending services at The College of New Jersey.

INSTRUCTIONS TO BIDDERS FOR COMPLETING THIS PROPOSAL

1. Read the entire proposal, including all terms and conditions and specifications.
2. All prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit and/or total prices must be initialed by the bidder.
3. THIS PROPOSAL IS TO BE SIGNED BELOW (LINE 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. All communication during the bidding process shall be directed to the Purchasing department only.
7. All instructions must be followed and signatures must be provided for proposal to be accepted.

MANDATORY TO BE COMPLETED BY VENDOR

8. Payment discount terms: ______________________
9. Prices quoted are firm through issuance of contract until the following date________________________
10. Your Federal I.D. Number (FEIN): ____________________________
11. Company Name: __________________________________________
12. Vendor 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.

PRE-BID CONFERENCE / ON-SITE INSPECTION IS NOT REQUIRED
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 May 22, 2015. Contact person regarding placement of ad is Mark Mehler (609) 771-2859.

ADVERTISEMENT FOR BIDS

Under the provisions of the State College Contracts Law, Chapter 64 of Title 18-A, The College of New Jersey is soliciting proposals for snack vending services (AB150045).

The College will accept sealed bids until 2:00 p.m., Tuesday, June 16, 2015 at the Office of Finance & Business Services, The College of New Jersey, 2000 Pennington Road, Administrative Services Building, Room 201, Ewing, NJ 08628-0718, at which time the proposals will be publicly opened and read. Copies of the bid documents may be obtained via our website (http://bids.pages.tcnj.edu/)

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

1) **PURPOSE AND INTENT:**

   a) The purpose of this Request for Proposal (RFP) is to secure a firm to provide snack vending services at the College of New Jersey.

   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 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 (mehler@tcnj.edu) or fax (609-637-5140) to Mark Mehler, Finance & Business Services, The College of New Jersey, no later than May 28, 015 at 4 p.m.
Should any questions be received, an addendum will be issued and posted on the Office of Finance & Business Services website (www.tcnj.edu/~budfin/) no later than June 2, 2015 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: 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: Tuesday, June 16, 2015 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 three (3) 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 bidding documents, but they do so at their own risk. Any substitution must be equal in type, function and quality to the item required in the specifications.

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

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

Bid Withdrawal:
A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made in writing to The College 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
- Macbride Principles
- Disclosure of Investment in Iran
- Source Disclosure Certification: For all procurements that are “primarily” for services, the vendors must comply with N.J.S.A 52:34-13.2 (also known as Executive Order 129) and file a source disclosure certification with the agency. It is the agency’s responsibility to determine if the vendor complies with N.J.S.A. 52:34-13.2. In order to be in compliance, all services provided to the College, must be performed within the United States.

- BID SECURITY AND STATEMENT OF SURETY: If requested in the RFP, the bidder must provide a bid bond and a statement of surety with the bid proposal.
- THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE - If the RFP is for a public works project, the Bidder shall submit with the proposal the bidder’s Public Work Contractor Registration Act Certificate. Failure to submit a copy of the certificate may be cause for rejection of the proposal.
- Vendor Qualifications form

Documents/Submissions that must be provided before contract award:

- 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:
  o 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 Karen Roth at (609) 771-2707, 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.
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A. INTRODUCTION

1. Invitation for Proposals

The College of New Jersey (the “College” or “TCNJ”) invites bid proposals from vendors qualified and equipped to provide snack food vending machines, products, and service for residence halls, academic buildings, and social/recreational facilities at TCNJ. Proposals will be accepted at The College of New Jersey Purchasing Office until Tuesday, June 16, 2015 at 2:00 p.m. EST. The College assumes no responsibility for the non-receipt of proposals at the Purchasing office by interested bidders. All proposals are to be guaranteed for at least 60 days after the proposal opening date.

This solicitation does not commit The College of New Jersey to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the goods or services. The College reserves the right to accept any or reject any or all proposals received as a result of this solicitation.

2. Questions

Questions regarding the RFP package or proposal process are to be submitted in writing via email no later than Thursday, May 28, 2015 (the “Due Date”) to:

Mr. Mark Mehler  
Executive Director of Procurement  
The College of New Jersey  
PO Box 7718  
Ewing, New Jersey 08628-0718  
mehler@tcnj.edu

Answers will be provided, in writing by Tuesday, June 2, 2015, to all prospective proposers who have indicated intent to submit a proposal.

B. BACKGROUND ON THE COLLEGE OF NEW JERSEY

1. History and General Background

The College of New Jersey (TCNJ) is a highly selective institution that has earned national recognition for its commitment to excellence. Founded in 1855 as the New Jersey Normal School, the College is the oldest of the state’s public colleges and for generations has upheld a tradition of commitment to the highest standards of academic excellence.

2. Purpose of Undergraduate Education at The College of New Jersey

The College of New Jersey is a highly selective institution that provides students with an opportunity to participate in a unique community of scholars. This community calls upon its members to recognize and strive for excellence and to develop the objectivity and capacity for change which are marks of educated people. It also calls upon them to participate in service to others and to exhibit a respect for and appreciation of diversity.

In a learning partnership with faculty, students will enhance their skills, expand their knowledge, and formulate the values and attitudes necessary to assume the responsibilities of an increasingly complex society. They will be expected to develop the ability to express themselves effectively, independently, and creatively. They will be expected to learn and live within an ethical perspective and to demonstrate habits of reasoned judgment and responsible action.

3. The College of New Jersey Mission Statement
The College of New Jersey, founded in 1855 as the New Jersey State Normal School, is primarily an undergraduate and residential college with targeted graduate programs. TCNJ's exceptional students, teacher-scholars, staff, alumni, and board members constitute a diverse community of learners, dedicated to free inquiry and open exchange, to excellence in teaching, creativity, scholarship, and citizenship, and to the transformative power of education in a highly competitive institution. The College prepares students to excel in their chosen fields and to create, preserve and transmit knowledge, arts and wisdom. Proud of its public service mandate to educate leaders of New Jersey and the nation, the College will be a national exemplar in the education of those who seek to sustain and advance the communities in which they live.

4. Campus

Known for its natural beauty, the College’s campus is set on 289 tree-lined acres in suburban Ewing Township. The College has 39 major buildings, including a state-of-the-art library; 16 residence halls that accommodate approximately 4,000 students; a student center; more than 20 academic computer laboratories; a full range of laboratories for nursing, microscopy, science, and technology; a music building with a 300-seat concert hall; and a collegiate recreation and athletic facilities complex. TCNJ has a full-time undergraduate enrollment of approximately 6,482 students (95 percent from New Jersey). See Attachment A for a campus map.

There are currently ten campus dining locations that are subject to change based on the needs of the College.

Slated for occupancy in the fall of 2015, The College of New Jersey has partnered with the PRC Group, located in West Long Branch, New Jersey, on a mixed-use development named “Campus Town.” Utilizing the public-private partnership provision contained in the New Jersey Economic Stimulus Act of 2009, the Campus Town project will include the development of approximately 12 acres of property adjacent to TCNJ’s campus along Pennington Road. It will create approximately 278,000 square feet of housing and amenities, including approximately 195,000 square feet of living quarters with the capacity to house 446 students. The campus bookstore, currently in the Brower Student Center, will move to Campus Town as part of this development project. This public/private mixed-use development “Campus Town” is a separate entity and is not part of the snack vending contract, but does raise the total residential population to approximately 4,446.

5. Faculty and Staff

As of fall 2014, there are 356 full-time faculty and 464 part-time faculty and the student to faculty ratio is 13:1.

There are 758 full-time and 84 part-time TCNJ staff.

6. Students

As of fall 2014, there are 6,482 full-time undergraduate students and 213 full-time graduate students and there are 261 part-time undergraduate students and 453 part-time graduate students.

7. Academic Year

The College operates with two semesters, a winter session and optional summer sessions.

8. Summer Camps, Conferences and Summer School

Summer Camps and Conferences:
Several residential conference groups utilize the College, particularly during the summer months. During the summer of 2015, we anticipate approximately 800 camp and conference attendees throughout the summer as well as 2,220 Special Olympic athletes that will participate in our annual New Jersey Special Olympics weekend.

Summer School:

For summer of 2015, there are approximately 1,663 full and part-time students enrolled in summer classes and between 100 – 150 students will be living in the residence halls for each of three summer school sessions.

C. SNACK VENDING MACHINES, PRODUCTS, AND SERVICE - SCOPE SPECIFICATIONS

1. Installation and Stocking
   a. Contractor shall install and operate food/snack vending machines at locations to be determined by the College.
      - All machine installation or removal, and products are subject to change as required by the College.
      - The College shall approve the type, number, and location of machines. At a minimum, the Contractor shall maintain the current location inventory of machines unless otherwise approved by the College. See Attachment B for the list of current machines.
   b. Contractor shall, at its expense, perform all services required to install, maintain, clean, and stock of all equipment at proper operating levels with standard brands of products acceptable to the College.
   c. Contractor shall coordinate the installation of equipment with the removal of equipment by the current contractor(s) to minimize a lapse in service and ensure that all vending equipment is in place no later than August 1, 2015, according to agreement.
   d. Contractor shall schedule delivery, stocking, and servicing of machines as stipulated by the College.
   e. The College shall have the right to inspect all vending machines, as well as the Contractor’s operations with respect to the quality and quantity of service, the method of service, and generally with respect to use, safety, sanitation, and the maintenance of vending machines, all of which shall be maintained at a level satisfactory to the College.
   f. The College shall have the right to make, from time to time, reasonable regulations with regard to such matters.
   g. The College may require the routine relocation or removal of a machine for the purpose of performing maintenance, modifying facility, change use of a facility, avoiding electrical problems, and many other purposes. The Contractor agrees that it will relocate or remove a machine within forty-eight (48) hours (or quicker if emergency related) after receipt of a routine relocation or removal request from the College. The College may require the emergency relocation or removal of a machine because it is a hazard to health and safety or for other reasons; in this case same day action may be required.

2. Snack Vending Products
   a. Contractor shall obtain and pay for all food, snacks, candies, and other items and supplies of every kind, which are to be sold in the vending machines. All such vending products will be of satisfactory quality to the College.
b. Contractor shall stock its machines adequately, with only the products, brands, and sizes the College specifies, and shall not change products, brands, or sizes without the College's permission.

c. Contractor shall maintain fresh products in the machines and shall comply with state, federal, and local laws and regulations in regard to storage and transport of snack items. Contractor shall code packaged perishable items and provide the College with keys to its coding system.

d. Contractor shall code the campus snack machines to ensure that healthy snacks are readily identifiable. For example, low fat snacks (3 grams of fat or less), nuts, low carbohydrate and low salts snacks should be identified by color code or other acceptable coding method acceptable to the College.

e. Contractor shall provide gluten-free as well as a variety of healthy products.

3. Maintenance, Repairs, and Servicing of Vending Machines

a. Contractor shall provide information at each vending location advising the customers where and how they may report malfunctions, obtain refunds, and make product quality comments.

b. Contractor shall provide equipment maintenance and repair services twenty-four (24) hours a day, seven (7) days a week, so as to minimize equipment downtime in the event of malfunctions. Contractor shall respond to calls for repair services within twenty-four (24) hours.

c. Contractor’s personnel shall be on campus at least twice per week to service machines, including but not limited to checking machines, removing coins, replenishing coin change, and investigating complaints.

   • The College shall ensure that the Contractor has access to installation areas during the College’s operating hours in order for the Contractor to service and maintain the machines properly.

   • The Contractor shall guarantee that all snacks shall be sold or replaced prior to the expiration date showing the last usable/sell by date.

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

d. Contractor shall replace any machine that is out of service for five (5) working days for repairs with a suitable substitute until the repairs have been made.

e. Contractor shall maintain a log of all service calls received and the resulting action, and shall provide the log to the College upon request.

f. Contractor shall number each vending machine and will provide stickers that will include information such as where customers can phone-in work orders and obtain refunds.

g. Contractor shall, at its expense, wash and wax all floors beneath the machines at least once annually. The vendor, at the request of the College, will also be responsible any necessary excessive cleaning.

   • The College shall keep the area around the machines in a clean and orderly working order, and in a clean, attractive and sanitary condition.
h. Contractor shall employ a qualified technician who is knowledgeable and experienced in installing debit or credit card readers on vending machines.

4. Vending Machine Specifications
   a. Vending machines shall be new or not older than two (2) years (e.g. not manufactured no earlier than 2013) as of date of installation.
   b. Used machines must have proof of age and must be acceptable to the College.
   c. All machines furnished for this contract shall be equipped with non-resettable, tamperproof sale counters, which are maintained in fully operational condition.
   d. The College would be open to the Contractor installing debit/credit card readers, at Contractor's expense, on the snack vending machines. Contractor should detail in their proposal 1) which machines they desire to install debit/credit card machines on, and 2) the number of machines they propose for TCNJ snack machines. The College makes no guarantee of campus WiFi connectivity, cellular service, or the availability of Internet connections. Furthermore, The College’s Information Technology department may or may not be available to answer general questions related to the installation and/or support of snack credit card readers. The College will not be responsible for the installation or support of the debit/credit card readers.
   e. All debit and credit card machines must be PCI compliant.
   f. Energy and water use data shall be provided by the Contractor on each type of machine. (Contractor shall identify its requirements to ensure proper electric and water supplies. All machines should have the Energy Star label, to the extent reasonable.)
   g. Machines shall comply with established energy conservation practices, regulations, and policies.
   h. Contractor, at their expense, shall obtain all necessary and required Ewing Township New Jersey Health Department licenses for each campus snack vending machine.
   i. If the vending machines do not meet Ewing Township New Jersey Health Department standards, the vendor is required to rectify deficiencies immediately and or replace the necessary machines at their expense.

D. UTILITIES

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

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

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

Contractor and the College shall mutually endeavor to conserve the use of energies and control their resulting costs. All applicable equipment and machines should be Energy Star rated, to the extent reasonable.
E. **Contractor Personnel**

1. **Employees**

   All management and non-management vending employees shall be employees of Contractor. Contractor shall consider the College's employee policies and practices when establishing policies and practices for Contractor employees. Any request by the College for removal or reassignment of a Contractor employee must be made in writing and submitted to Contractor, will not violate any applicable employment laws, and shall be administered in accordance with Contractor’s personnel practices.

2. **Agreement Not To Hire**

   College shall not, without Contractor’s written consent, hire, or contract for services with any person who has been a management employee of the Contractor within the earlier of one year after said employee terminates employment with Contractor, or within one (1) year after termination of the contract. The College agrees that Contractor employees have acquired special knowledge, information, skills, and contacts as a result of being employed with and trained by Contractor. If College hires or contracts for services with any such employee in any operation providing beverage and vending service within the restricted period, it is agreed by the College that Contractor shall suffer damages and the College shall pay Contractor as liquidated damages an amount equal to one-half of the annual salary of each such employee hired by the College. This sum shall be determined to be reasonable by both parties after due consideration of all relevant circumstances. This provision shall survive termination of the contract. Notwithstanding the foregoing, Contractor acknowledges and agrees that it shall not be a breach of this Section 2. for the College to enter into any employment or contract relationship with any current or former Contractor salaried employee (a) for work or services unrelated to beverage and vending services, or (b) based on a publicly available job listing which is not directly and specifically targeted to such current or former Contractor salaried employee.

3. **Personnel Obligations**

   The College and Contractor shall be solely responsible for their respective employees, including responsibility for recruitment, employment, compensation, benefits, promotion, discipline, transfer, layoff, and termination. Each party shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes, and payroll insurance relating to its employees including any income, social security, and unemployment taxes, and workers compensation costs and charges. Contractor shall indemnify, defend, and hold the College harmless from and against any claims, liabilities, and expenses related to or arising out of Contractor’s failure to fulfill its responsibilities under this Section 3.

4. **Equal Opportunity and Affirmative Action Employer**

   Contractor shall represent that it is an equal opportunity employer and is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers. As such, Contractor shall not comply with any type of unlawfully discriminatory request or preference by anyone that restricts the opportunities of its workforce. The staffing, promotion, placement, or assignment of managers who work on this account must be done without any preference or limitation based on race, color, or any other basis prohibited by law, including, but not limited to religion, sex, sexual orientation, age, national origin, disability, or Vietnam Veteran status. This obligation applies to the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning Contractor’s employees. Under no circumstances
shall Contractor permit a request or suggestion by a client to place a particular manager in an account to override its non-discrimination policy.

In addition, Contractor shall affirm that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, Executive Order 11246, as amended by 11375 and 12086 (including without limitation Subpart B - Contractors' Agreements Section 202); 12138, as amended by 12608; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

5. College Student Employees

Contractor shall make every attempt to utilize the College’s students in part-time or casual positions as practical. Such students shall be on Contractor’s payroll and shall be Contractor employees.

6. Adequate Staff and Conduct

Contractor shall, at all times, employ, maintain, and deploy an adequate staff for consistent and efficient operation of the snack vending services. At all times, Contractor shall provide adequate and expert managerial and administrative supervision of its employees performing snack vending services under the contract. Contractor agrees that, at all times, its employees shall provide snack vending services in a proper, workmanlike, and dignified manner, appropriate in the context of an institution of higher education. The College may, at any time, notify Contractor that it will no longer accept services performed by any one or several Contractor employees. The College shall disclose to Contractor the reasons for any such notice in writing. In the event of such notification, Contractor shall promptly remove such employee or employees from the Premises provided the College’s notice is in writing and does not violate any applicable employment laws. Such removal shall be administered in accordance with Contractor’s standard personnel practices. Contractor shall take immediate steps to ensure that operations will not be compromised as a result of such removal. Contractor shall also provide sufficient back-up personnel in time of staff shortages due to vacation, illnesses, labor disturbances, and inclement weather to maintain complete services to the College. Contractor shall consider the College's employee policies and practices when establishing policies and practices for Contractor employees. Contractor employees shall be subject to rules and regulations of the College while on the Premises, including, without limitation, rules and regulations relating to safety, as well as drug and alcohol abuse. The College shall provide such rules in writing to Contractor.

7. Employee Identification Cards

The College may, for security or other appropriate reasons, require that Contractor, at its expense, furnish Contractor employees with identification cards which shall set forth the employee's name and photograph and further require that each employee shall carry or wear his or her identification card at all times. In such event, Contractor shall establish a procedure satisfactory to the College which assures retrieval of such cards upon employee's termination of employment or transfer from assignment on the Premises. Alternatively, at the College's option, the College may issue a College identification card for use by Contractor employees.
8. Damage/Injury

Contractor shall be responsible for the acts of its employees and agents while on the Premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Premises. Contractor shall be responsible for all damages caused by it or its employees or agents to persons or property, or the Premises or equipment. In the event of any damage to the College Premises or equipment, the College may repair such damage and Contractor shall reimburse the College promptly for the cost of repair.

a. Contractor shall agree that in the event of an accident that causes personal injury or property damage, Contractor shall immediately notify Campus Police at 609-771-2345, and the Director of Dining Services. Thereafter, Contractor will furnish a full written report of such accident to the College’s Director of Risk Management, the Director of Dining Services, and Campus Police. Unless otherwise notified in writing by the College, contact information for College's Director of Risk Management is: Brian Webb, Director of Risk Management, (telephone) 609-771-2881 and (email) bwebb@tcnj.edu and contact information for Director of Dining Services is Karen Roth, Director of Dining Services, (telephone) 609-771-3455 and (email) rothk@tcnj.edu.

b. Contractor shall assume all liability arising out of dishonesty of its employees.

c. Contractor shall perform the services without interfering in any way with the activities of College's faculty, students, staff, or visitors.

9. Employee Screening

Contractor shall conduct pre-employment drug screening for all its employees prior to initial employment with Contractor or prior to assignment at the College. Such drug screening shall be conducted, and the information utilized, in accordance with all federal, state, and local laws, Contractor’s personnel policies, and with such employee’s prior written consent. Contractor shall certify to the College upon request that such drug screening has been completed and appropriate action has been taken in connection therewith. Contractor shall comply and ensure the compliance of its employees with the College's Alcohol and Other Drug Policy, the Drug-Free Workplace Act, and the Drug-Free Schools and Communities Act and all other applicable laws relating to alcohol and drugs. Contractor shall conduct a background check on all employees prior to initial employment with Contractor or prior to assignment at the College. Contractor shall not assign any person to perform work who has been convicted of a crime that is job related or would present safety or security risks.

F. Financial Information

1. Snack Vending Machines, Products, and Service

a. The gross sales of the present snack vending operation for fiscal year 2013 were $37,018 (July 1, 2012 – June 30, 2013) and were $44,301 for fiscal year 2014 (July 1, 2013 – June 30, 2014). The College is seeking a minimum guarantee and commission on all vending sales. Refer to Attachment D for a monthly sales breakdown of sales for the past two fiscal years. Attachment C is a summary of all current vending product and selling prices.

b. The College shall retain supervision over the activities of the Contractor with respect to the provisions of the contract and will have the right to inspect and audit the Contractor's accounts that pertain to all machines and the College. The College will also make monthly inspections or audits as to insure contract compliance.

c. Upon request, Contractor shall make available all records of sales and cash collections by machine and records on machine maintenance, etc.
d. The Contractor shall maintain complete and accurate records of all transactions and cash collected for each machine in accordance with accepted industry accounting practices and will keep in a safe place all such financial records and statements for a period of three (3) years from the close of each year’s operation.

e. Contractor shall submit to the College a monthly statement showing beginning and ending readings for each month from tamperproof meters, gross sales, net sales, commission rate, and rebate dollar amount from each machine. Customer refunds must be entered on the statement. Cash collection reports, reported sales and non-reset item sales counters shall be audited on a regular schedule, as determined by the College, to verify activity and reported commission.

f. Upon request of the College, Contractor shall meet with the College and review each monthly statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Monthly statement adjustments required as a result of review and/or audit will be identified and reflected on the next monthly statement.

g. When any machine fails to function properly and it is necessary to make refunds, Contractor shall arrange with the College for a person to handle refunds. Refund receipts should be provided by Contractor to verify and account for refunds. The vendor shall place $25 on hold in Student Accounts for refunds. This refund account will be checked monthly by Contractor and replenished monthly or as needed. Guests seeking refunds will complete a refund slip, which will be reconciled against the refund account/refunds slips.

h. On expiration or termination of this contract, commissions due to the College shall be paid on sales until all equipment has been removed, and the removal date will be indicated on the period statement when each piece of equipment was removed, including equipment removed at any time during the contract prior to expiration.

i. Contractor shall pay to the College on a monthly basis one-twelfth of the guaranteed minimum annual commission by the tenth day of the following month. The commission amount will be reconciled at the end of each quarter, and the College will be paid any additional amount required under the terms of this proposal.

j. Contractor shall bear full financial responsibility for vandalism or loss of machines.

k. Contractor cost for any services not permitted by, or undertaken beyond the scope of the contract shall be at the expense of Contractor and not the College.

l. Contractor’s revenue and expense statements and their contents shall be retained, used, and treated in strict confidence by the College. Contractor’s revenue and expense statements, in total, shall not be provided to third parties without the express written approval of the Contractor. Required bid submittal and contract related appendix information are subject to public disclosure by the College.

m. All prices for vending products are subject to the College’s approval.

n. Prices are to remain fixed for the first twelve (12) months of the contract and may be changed only with the written approval of the College. Price adjustments may be made only at the start of the school year in August. Contractor agrees not to increase the vending prices for 12 months from the date of the contract. The itemized product and price list, made as part of the contract, contains the initial prices for the products. Thereafter, if the prices the contractor pays for its products increases, the College may increase the vending
prices. Contractor shall submit written requests along with supporting documents for price changes to the College and may not change prices without the College approval.

- Price adjustments shall be based, in part, on the “Consumer Price Index for Urban Wage Earners and Clerical Workers in the New York-New Jersey Area,” as defined in the category “Food Away from Home” published by the U.S. Department of Labor.
  - The aforesaid limitation shall not be construed to require the College or the contractor to submit to the maximum increase or decrease permitted. A request from Contractor for price increases must be accompanied by proof for such increases using the Consumer Price Index (CPI) and other data as set forth in the following paragraph. The College reserves the right to deny any price increase request that exceeds the CPI.
  - Contractor requesting a price increase shall comply with the following procedure in order to protect the College from unjustified price increases:
    o Contractor shall submit a written request to the Director of Dining Services, specifically setting forth the product size/volume and its current price.
    o The new price must be set forth, including supporting documentation from price lists showing increases from the contractor’s suppliers.
    o Contractor may include secondary sources such as trade publications or financial journals.
    o The supporting documentation must reflect a comparable percentage increase as that requested by the contractor.

- Snack vending contractor shall pay $625 per contract year for audit costs.

- The College is continually striving to enhance and diversify its academic and campus life offerings. To this end, the College encourages programs that lend themselves to student participation and the general enrichment of The College of New Jersey experience. It is desired the successful contractor commit an annual amount to the College toward various capital and/or promotional endeavors. This amount is to be illustrated in the Financial Proposal Form, Attachment E. By becoming a corporate partner with the College, the Contractor will benefit from exposure inherent in this type of relationship. It is the desire of the College to work with a vending company to promote and market the College. Unique or creative partnership arrangements are encouraged.

- The consideration offered for the partnership opportunities is for the full term of the contract. However, if either party fails to perform its obligations under the contract either party may cancel the contract sooner by giving the other party six months advance notice in writing. The party desiring to cancel the contract sooner must first give the other party written notice of the failure to perform and at least 30 days to correct the failure and to continue the contract. Exception to this condition will be the ability of College to immediately terminate the contract if contractor fails to maintain insurance requirements outlined in the General Terms and Conditions provided in this RFP.

G. REQUIRED FORMAT, CONTENTS, AND REPRESENTATIONS OF SUBMITTED PROPOSALS

It is the purpose of this RFP to obtain as complete data as possible from each proposer to enable the College to determine which proposer is best able to serve all of the criteria which are to be considered in the award of the beverage and vending contract(s). To this end, each proposer shall
furnish as a part of its proposal a complete general description of experience in the field of beverage and vending service operations and proposed services to the College. Specifically, proposers must submit the following information:

1. All Proposals
   a. Company’s name, authorized representatives, New Jersey State Tax Identification Number, and Federal Employer Identification Number.
   b. The names and addresses of all shareholders in the company (corporation or LLC) who own ten (10) percent or more of its stock of any class, or all individual partners or members in the company (partnership or association) who own a ten (10) percent or greater interest therein.
   c. Description of company’s experience and capabilities.
   d. Audited balance sheet and income statement for the last two complete financial periods.
   e. A complete list of colleges and universities with which the proposer has current contracts.
   f. A complete list of colleges and universities where contracts were terminated or not renewed since July 1, 2013.
   g. A listing of all accounts lost within the last three (3) years and the reason for loss of those accounts.
   h. General information about the contractor: scope of services, experience, corporate support, and any pertinent information that will aid in evaluating its ability to provide services at the College.
   i. A completed Pro-Forma Operating Statement.
   j. Experience with each area outlined in this RFP.

2. Snack Vending Proposals
   a. Information and demographic characteristics of current accounts in the snack vending industry. This information should include a listing, with contact people, for all current accounts.
   b. A complete list of proposed snack vending products to be vended, to include brand name, portion size, and proposed selling price, as indicated on the Financial Proposal Form (Attachment E). The College is seeking a varied selection of quality, nationally recognized, brand name snacks that include a significant percentage recognized as primarily healthy, nutritious and having low sugar/salt content in support of the College’s wellness campaign. The Contractor must provide the College with a complete list of snacks/food and their nutritional information that will be stocked in their machines prior to the first day of sales. The same information must be provided prior to the introduction of any new product offered for sale.
   c. Proposed commission to be paid to the College. Proposers must use the Financial Proposal Form (Attachment E) to list the percent commission to be paid to the College.

3. Vending Products, Equipment, and Service Proposals
   a. A description of the service and quality control procedures the College can expect Contractor use to administer the specifications associated with the exclusive rights for marketing and promotion.
b. A list indicating each type and model of equipment proposed for use at the College to meet the specifications of this RFP. Proposers should include a product brochure or cut sheet identifying all requirements for power, water, space, etc. All applicable equipment should have the Energy Star label, to the extent reasonable.

c. A description of all vending packaged, manufactured or distributed by or otherwise available (i.e., through agreements, partnerships, alliances or other cooperative efforts) to the proposer that will be provided or offered to the College at the College’s option.

d. The College reserves the right to determine which campus locations will have snack vending services throughout the life of the contract based on campus dining facility needs and availability.

e. Typical staffing pattern, organizational charts, and reporting structure.

f. Service – The College is committed to exemplary service. The integrity of a partnership is reliant upon open channels of communication and a commitment to resolve differences to the mutual agreement of both parties. To this end, the College recognizes the need for regular interaction and has designated the Director of Dining Services as its point of contact.

g. The Contractor will maintain a response time of no more than 24 hours, based on a standard Monday through Friday work week. This means that within 24 hours of a fault being reported, the machine will be visited and either the fault corrected and/or the machine restocked. The responding technician must report his/her arrival on campus and the corrective action taken prior to leaving campus to the Residential Education and Housing office.

h. Marketing and Promotional Considerations – in recognition of these benefits the respondent should show its commitment to the partnership both directly and indirectly in the form of financial support for college programs, capital improvements, special promotions, sponsorship of events, products and promotional items.

- The proposal shall identify potential sustainability programs and environmental stewardship efforts which can be incorporated into the snack vending contract.

- College Programs - Proposers should identify the level of support they will contribute annually to these events. Annual support is to fund the College operations and not intended to be used for respondent marketing materials not normally included in program budget. Proposers should specifically note any expectations or conditions necessary for a successful partnership. Several departments sponsor events and special programs throughout the year, including but not limited to Fundraising, Homecoming, Community Fest, Student Center events, Residential Education events, Athletic programs, and Leadership Development events. Significant exposure occurs at many of these events through the students, alumni and community. The College recognizes and supports the mutual benefits derived from corporate sponsorship of these programs.
• Marketing Opportunities - Respondent should explain in detail the commitment to effectively market and promote snack vending sales through these venues, as well as ways the College can partner with the Contractor. There are many partnership opportunities available throughout the year and the College is committed to ensuring Contractor has the ability to participate in these programming efforts to the extent possible.

H. PROCESS, EVALUATION CRITERIA, AND OTHER CONSIDERATIONS

1. Evaluation

The College will evaluate the proposers based on price and other factors including:

Qualifications - ability to meet the College’s service needs

Financial – commission, investment and promotional/marketing support

Responsiveness – response to the required elements of the RFP and sufficient information to enable the College to evaluate respondent’s proposal.

References

2. Information Requests

The College reserves the right to request additional information or clarification on any matter included in any proposal, and reserves the right to negotiate with any respondent or respondents to arrive at a final decision; however, selection of recommended proposer may be made without further discussion or negotiation. Therefore, proposals should be submitted on the most favorable terms in response to the RFP. Information will be gathered primarily through the proposals and may be added to during any ensuing reference checks, and site-visits.

3. Presentations

Any bidder may, at the sole discretion of the College, be required to give an oral presentation of its proposals to the College after the proposal opening. This will provide an opportunity for the bidder to clarify or elaborate on its proposal to ensure mutual understanding, but will in no way change the bidder’s original proposal. The College reserves the right to request all bidders to explain the method used to arrive at any or all figures presented in the proposal. The bidder will bear all costs associated with the preparation and oral presentation of the proposal and any requested demonstrations.

4. Waiver

The College reserves the right to waive any informalities and/or technicalities in a proposal.

• Should any ambiguity or conflict in the RFP become apparent, the proposer shall apply promptly (but in no event after May 28, 2015 ) and in writing to Mark Mehler, Executive Director of Procurement, for a written interpretation. The information given in response will be sent to all other proposers who have requested specifications. Any addendum to the RFP will be issued in writing and must be acknowledged by proposers in their proposal.
• No oral statements, explanations or commitments made by anyone shall affect the RFP. Written statements may affect the RFP when confirmed in writing by the Director of Purchasing.

• All proposers are referred to Mr. Mark Mehler for any information not included in the RFP.

5. Proposals/Responses

Proposers are discouraged from providing unnecessarily elaborate responses, brochures or other presentations beyond those sufficient to present a complete and effective quotation. Responses should be structured around the information requested in this RFP and should utilize the forms provided.

6. Disqualifications of Bidders

Any of the following acts may be considered sufficient grounds for the disqualification of a proposer:

a. Evidence of collusion among proposers;

b. Defaults on previous contract(s) or other evidence of lack of integrity;

c. Failure to follow directions and to provide information requested in the RFP;

d. Placing conditions or restrictions on the proposal;

e. Proposals received after Tuesday, June 16, 2015 at 2:00 p.m.; and/or

I. CONTRACTUAL INFORMATION

1. General

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

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

c. Contractor shall have exclusive right to provide these services during the term of this contract.

d. Contractor shall be an independent contractor and shall retain control over its employees and agents. Contractor shall use its own credit to purchase and pay for all beverage supplies and vending products utilized in the services agreed to by Contractor and the College.

2. Term of Contract

The initial term of the contract will be three (3) years for the period commencing August 1, 2015 through June 30, 2018. The College may, at its discretion, renew the Contract after the initial period for one (1) or two (2) additional one (1) year terms. (Please note, year 1 is 11 months in duration with a start of August 1 whereas each year thereafter is 12 months in duration with a start date of July 1.)
3. Termination of Contract
   a. The College may terminate the contract at any time by giving the other party ninety (90) days’ written notice of its intent to terminate the contract.
   b. If Contractor fails to deliver the required services or otherwise comply with the terms of the contract (“Breach”), the College may terminate the contract by notifying Contractor, in writing, of such Breach. If the Breach is remedied within ninety (90) days of the date of the notice, the termination shall not take effect and the notice shall be deemed rescinded.
   c. The College may terminate the contract immediately upon the bankruptcy of Contractor or initiation of bankruptcy proceedings by or against Contractor (whether voluntary or involuntary) or for acts by Contractor or any of its individual directors, officers or employees in the performance of the Agreement that are in violation of any criminal law. Upon Contractor’s receipt of College’s written notice of termination, termination under this Section 2.c. shall be effective in accordance with the terms of such notice.
   d. Termination of the Agreement shall not affect any right of either party which accrues prior to such termination.
   e. If the contract is terminated for any reason other than bankruptcy or violation of a criminal law as provided in Section 2.c., Contractor shall, at the option of the College, continue to provide services in accordance with the terms and conditions of the contract until another contractor assumes such services, provided Contractor shall not perform in this interim capacity for more than six (6) months following Contractor’s receipt of notice of the termination.
   f. The rights of termination are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

4. Incorporation of RFP into the Contract
   The contractual terms outlined in this RFP, as amended by mutual agreement of the contracting parties in writing, will be an integral part of the contract negotiated as a result of this bidding process.

5. Tax Information
   Contractor, regardless of state of incorporation or office location, is subject to all applicable federal, state, local and any other taxes that will arise from its performance of the contract. The successful proposer must present evidence that the proposing company is registered with the New Jersey State Taxation Bureau. A Federal Employer Identification Number is also required on all proposal forms.

6. Subcontracts/Assignment of Contracts
   a. All proposers must provide satisfactory evidence of their ability to furnish products and services in accordance with the terms and conditions of the RFP. Any and all subcontracting must be clearly stated, and has to be acceptable to the College. Failure to provide complete information about subcontracting with the proposal package will be cause for rejection of the proposal.
   b. No part of the contract can be assigned or transferred to another company without prior approval of the College.

7. Authorized Activities
   Contractor shall utilize College facilities only for work directly related to the contract.
8. **ADA Compliance**

Contractor shall comply with all applicable local, state and federal laws related to safety, egress and access, including those laws protecting equitable access for the disabled, including, but not limited to the Americans with Disabilities Act (ADA).

9. **Temporary Suspension**

The College shall not be held responsible for any temporary cancellation of operations for any reason.

10. **Proposing and Re-proposing**

a. If the College deems it necessary to propose or re-propose beverage and/or vending services, the Contractor agrees to give reasonable access to relevant facilities to the other interested proposers.

b. The successful proposer shall be allowed access to the Premises, at reasonable times, within two weeks prior to the termination of the Contract. This should not interfere with the normal operation of the facility.

11. **Covenant Against Contingent Fees**

Contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business and identified to the College as such. For breach or violation of this warranty the College shall have the right to annul the Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

12. **Bankruptcy**

If Contractor shall petition or be petitioned into bankruptcy or be declared bankrupt or insolvent, according to law, or if a receiver or other similar office shall be appointed to take charge of any part of the property of or to wind up the affairs of Contractor, or if any assignment shall be made of Contractor’s property for the benefit of creditors, then in any of the said cases, the College may, by registered mail, terminate the contract, and be free to remove from the College property the equipment and goods of Contractor or those claiming under him/her, or them, in order to once more cause services to be performed as soon as possible to the student body and staff of the College. At the termination of the contract or any extension thereof, Contractor shall give up and deliver to the College the leased Premises promptly and in as good condition as the same are at the commencement of the term, reasonable use and wear excepted.

13. **Contract Administration and Operations Oversight**

a. The College has appointed the Director of Dining Services within the Division of Student Affairs as the contract administrator and liaison. Contractor must contact the contract administrator on all matters regarding the Contract and for the resolution of daily operational issues regarding beverage and vending services. Additionally, the Director of Dining Services shall monitor and evaluate the performance of Contractor.
<table>
<thead>
<tr>
<th>Machine Location</th>
<th>Type of Machine (soda, snack, etc.)</th>
<th># of Selection Buttons (15-30)</th>
<th>Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Allen/Ely/Brewster</td>
<td>Snack</td>
<td>No Machine</td>
<td>N/A</td>
</tr>
<tr>
<td>Administrative Services Building</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Armstrong</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>*Art and Interactive Media</td>
<td>Snack</td>
<td>No Machine</td>
<td>N/A</td>
</tr>
<tr>
<td>Biology</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Bliss</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>*Centennial</td>
<td>Snack</td>
<td>No Machine</td>
<td>N/A</td>
</tr>
<tr>
<td>Science Complex</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Cromwell</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Decker</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Eickhoff</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Forcina</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Green</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Hausdorffer Hall</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>*Kendall</td>
<td>Snack</td>
<td>No machine</td>
<td>N/A</td>
</tr>
<tr>
<td>Loser</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Education Building</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Maintenance/Facilities</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Music</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>New Residence</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>**Norsworthy</td>
<td>Snack</td>
<td>Standard</td>
<td>N/A</td>
</tr>
<tr>
<td>New Library</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Packer</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Phelps Hall</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Rec Center</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>*Roscoe L. West Library</td>
<td>Snack</td>
<td>Standard</td>
<td>N/A</td>
</tr>
<tr>
<td>School of Business</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Social Sciences</td>
<td>Snack</td>
<td>No machine</td>
<td>N/A</td>
</tr>
<tr>
<td>**STEM (to be constructed open 2017)</td>
<td>Snack</td>
<td>No Machine</td>
<td>N/A</td>
</tr>
<tr>
<td>Student Center</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>*TH East</td>
<td>Snack</td>
<td>No machine</td>
<td>N/A</td>
</tr>
<tr>
<td>*TH South</td>
<td>Snack</td>
<td>No machine</td>
<td>N/A</td>
</tr>
<tr>
<td>*TH West</td>
<td>Snack</td>
<td>No machine</td>
<td>N/A</td>
</tr>
<tr>
<td>Travers - Wolfe</td>
<td>Snack</td>
<td>Standard</td>
<td>Standard</td>
</tr>
</tbody>
</table>

*TCNJ is interested in adding snack machines with a standard product mix in these areas in the future pending leadership approval and if the necessary electrical connections are available and there is sufficient egress for said equipment. The College does not guarantee connections will be available.

**TCNJ is interested in adding a snack machine in this area on or about July 1, 2015. This building was off-line from July 1, 2014 – June 30, 2015.
The College is interested in adding healthy and trend sensitive snacks to the product mix, including but not limited to:

- Multigrain bars
- Popcorn
- Clif bars/protein bars
- Rice Krispie treats
- 100 calorie packs (like cookies or crisps)
- Baked flavor chips (potato, kale, etc.)
- Kettle chips
- Pop chips
- Gluten free options

Note: The number of vending machines and product variety is approximate and the College is not responsible for variations in the number of reported machines, variety, and pricing.
## ATTACHMENT C
### CURRENT VENDING PRODUCTS AND CURRENT SELLING PRICES

<table>
<thead>
<tr>
<th>Product</th>
<th>Current Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gum (5 pc.)</td>
<td>$0.75</td>
</tr>
<tr>
<td>Life Savers/Certs</td>
<td>$0.75</td>
</tr>
<tr>
<td>Candy (M&amp;Ms 1.74 oz., M&amp;M Plain 1.69 oz., M&amp;Ms Pretzel 1.14 oz., Peanut 1.74 oz., Mike &amp; Ike 2.12 oz., Snickers 1.86 oz. Twizzlers 2.5 oz., Reese’s)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Candy (Baby Ruth, Milky Way, 3 Musketeers, Butterfinger, Twix – size ranges from 2 oz. to 2.5 oz.)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Cereal Bars (Special K, Nature Valley Oats and Honey – size ranges from 0.77 oz. to 1.5 oz.)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Peanut/Almond/Cashew Mix (1.75 oz.)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Pastry/Assorted (size ranges from 1.5 oz. to 2 oz.)</td>
<td>$1.25</td>
</tr>
<tr>
<td>Chips/Snacks (Cheetos, Ruffles, Popcorn, Sun Chips, Rold Gold Pretzels, Party Mix, Doritos, Lays Classic, Cheeze-Its, Firots, Honey Wheat, &amp; Combos – size ranges from 1.5 oz. to 2.25 oz.); Salted Peanuts (3 oz.)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Trail Mix Assorted (2-3.5 oz.)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Crackers (Cheese-It – 2oz.; Animal Crackers – 2 oz.)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Pop Tarts (3.67 oz.)</td>
<td>$1.25</td>
</tr>
<tr>
<td>Cookies and Cookie Bars (Ruger Vanilla Wafers, Lorna Doone 1.5 oz.)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Large Box Candy (example: Sweedish Fish 4 oz.)</td>
<td>$1.25</td>
</tr>
<tr>
<td>Large Bag Snacks and Cookies (Nutter Butter– 3 oz; Mini Oreos – 3oz.; Mini Chips Ahoy – 3 oz.; Grandma’s Mini Cream Sandwiches – 3.7 oz.; Wheat Thin Chips – 1.75 oz.)</td>
<td>$1.50</td>
</tr>
<tr>
<td>Dentine Ice (16 pieces)</td>
<td>$1.50</td>
</tr>
<tr>
<td>Large Candy (Sour Patch Kids 5oz.; Sour Gummi Worms/Bears 4.5 – 5oz; Swedish Fish– 5 oz)</td>
<td>$1.50</td>
</tr>
<tr>
<td>Planters Cheese/Peanut Butter Cracker Sandwiches (1.4 oz.)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Odwalla Bar (1.75-2 oz.)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Salted Peanuts (3.5 oz.)</td>
<td>$1.25</td>
</tr>
<tr>
<td>Honey Roasted Peanuts (2.0 oz)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Welch’s Fruit Snacks (2.25 oz)</td>
<td>$1.25</td>
</tr>
<tr>
<td>Apple Oatmeal Bar (1.2 oz)</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

Note: The number of vending machines and product variety is approximate and the current number of snack vending machines and product variety is approximate and the College is not responsible for variations in the number of reported machines, variety, and pricing.
<table>
<thead>
<tr>
<th>Month</th>
<th>Total Sales</th>
<th>Month</th>
<th>Total Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-Jul-12</td>
<td>$2,637.60</td>
<td>1-Jul-13</td>
<td>$2,005.40</td>
</tr>
<tr>
<td>1-Aug-12</td>
<td>$1,438.80</td>
<td>1-Aug-13</td>
<td>$2,384.05</td>
</tr>
<tr>
<td>1-Sep-12</td>
<td>$2,337.00</td>
<td>1-Sep-13</td>
<td>$3,298.65</td>
</tr>
<tr>
<td>1-Oct-12</td>
<td>$3,868.25</td>
<td>1-Oct-13</td>
<td>$6,039.55</td>
</tr>
<tr>
<td>1-Nov-12</td>
<td>$3,479.40</td>
<td>1-Nov-13</td>
<td>$4,465.80</td>
</tr>
<tr>
<td>1-Dec-12</td>
<td>$3,962.55</td>
<td>1-Dec-13</td>
<td>$1,865.50</td>
</tr>
<tr>
<td>1-Jan-13</td>
<td>$1,890.35</td>
<td>1-Jan-14</td>
<td>$3,536.45</td>
</tr>
<tr>
<td>1-Feb-13</td>
<td>$3,595.45</td>
<td>1-Feb-14</td>
<td>$3,956.55</td>
</tr>
<tr>
<td>1-Mar-13</td>
<td>$3,587.00</td>
<td>1-Mar-14</td>
<td>$4,563.55</td>
</tr>
<tr>
<td>1-Apr-13</td>
<td>$5,416.55</td>
<td>1-Apr-14</td>
<td>$5,698.50</td>
</tr>
<tr>
<td>1-May-13</td>
<td>$2,329.60</td>
<td>1-May-14</td>
<td>$2,765.10</td>
</tr>
<tr>
<td>1-Jun-13</td>
<td>$2,475.75</td>
<td>1-Jun-14</td>
<td>$3,721.65</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$37,018.30</strong></td>
<td><strong>Total</strong></td>
<td><strong>$44,300.75</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT E
FINANCIAL PROPOSAL FORM

All commission percentages will be quoted on the basis of a percentage of the gross sales from all machines covered by this contract. Gross sales are all monies received from the sale of all products in all vending machines.

The form provided with this proposal must be completed and signed by the bidder’s authorized representative. Failure to comply will result in a determination that your bid is non-responsive. All prices bid must be held for sixty (60) days after the bid opening. In accordance with the bid specifications, the contractor(s) offer the following services and compensation to the College:

Minimum Annual Guarantee: __________________

SNACKS:

Total Annual Guarantee: __________________

The College shall receive the minimum guarantee or the share of revenues whichever is greater.

Below is a list of products with prices that currently exist and/or new products we propose be added to the College’s vending machine product mix. Please indicate the proposed prices and commissions for the products indicated:

Snack machine:

<table>
<thead>
<tr>
<th>Product</th>
<th>Price</th>
<th>Commission 1</th>
<th>Commission 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gum</td>
<td>$0.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Life savers</td>
<td>$0.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assorted Candy</td>
<td>$1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1.55oz – 1.93ox)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chips/snacks</td>
<td>$1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(minimum ___ oz. portion)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assorted Pastry</td>
<td>$1.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crackers (animal/cheese-it 2oz.)</td>
<td>$1.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large Bag Snacks/Cookies</td>
<td>$1.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Chips Ahoy (3 – 3.7 oz.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trail Mix (Assorted 2-3.5 oz.)</td>
<td>$1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condom(s)</td>
<td>NEW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cheese/Peanut Butter Crackers</td>
<td>$1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hand sanitizer</td>
<td>NEW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pop Tarts (3.67 oz.)</td>
<td>$1.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 Piece Gum</td>
<td>$1.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product Description</td>
<td>Status</td>
<td>Quantity 1</td>
<td>Quantity 2</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>--------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>100 Calorie Packs</td>
<td>NEW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clif Bars</td>
<td>NEW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Popcorn</td>
<td>NEW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Baked Chip Products</td>
<td>NEW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kettle Chips</td>
<td>NEW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pop Chips</td>
<td>NEW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rice Krispie Treats (or similar)</td>
<td>NEW</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Investment, Promotional, and/or Support dollars to be paid to the College: ____________________________

(Bidders may use additional sheets as necessary)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fall Semester</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Convocation</td>
<td>Aug 25 (Monday)</td>
<td>Aug 24 (Monday)</td>
<td>Aug 29 (Monday)</td>
</tr>
<tr>
<td>First Day of Classes</td>
<td>Aug 26 (Tuesday)</td>
<td>Aug 25 (Tuesday)</td>
<td>Aug 30 (Tuesday)</td>
</tr>
<tr>
<td>Labor Day, no class</td>
<td>Sept 1 (Monday)</td>
<td>Sept 7 (Monday)</td>
<td>Sept 5 (Monday)</td>
</tr>
<tr>
<td>Fall Break</td>
<td>Oct 13-14 (Monday-Tuesday)</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Thanksgiving Break</td>
<td>Nov 26-29 (Wed-Sat)</td>
<td>Nov 25-28 (Wed-Sat)</td>
<td>Nov 23-26 (Wed-Sat)</td>
</tr>
<tr>
<td>Last Day of Classes (undergrad)</td>
<td>Dec 5 (Friday)</td>
<td>Dec 4 (Friday)</td>
<td>Dec 9 (Friday)</td>
</tr>
<tr>
<td>Reading Days</td>
<td>Dec 6-9 (Saturday-Tuesday)</td>
<td>Dec 5-8 (Saturday-Tuesday)</td>
<td>Dec 10-13 (Saturday-Tuesday)</td>
</tr>
<tr>
<td>Exams</td>
<td>Dec 9-12 (Tuesday-Friday)</td>
<td>Dec 8-11 (Tuesday-Friday)</td>
<td>Dec 13-16 (Tuesday-Friday)</td>
</tr>
<tr>
<td>Reading Days</td>
<td>Dec 13-14 (Saturday-Sunday)</td>
<td>Dec 12-13 (Saturday-Sunday)</td>
<td>Dec 17-18 (Saturday-Sunday)</td>
</tr>
<tr>
<td>Exams</td>
<td>Dec 15-16 (Monday-Tuesday)</td>
<td>Dec 14-15 (Monday-Tuesday)</td>
<td>Dec 19-20 (Monday-Tuesday)</td>
</tr>
<tr>
<td>Last Day of Classes (grad)/ Last Feeding Day</td>
<td>Dec 16 (Tuesday)</td>
<td>Dec 15 (Tuesday)</td>
<td>Dec 20 (Tuesday)</td>
</tr>
<tr>
<td><strong>Spring Semester</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Day of Classes</td>
<td>Jan 26 (Monday)</td>
<td>Jan 25 (Monday)</td>
<td>Jan 23 (Monday)</td>
</tr>
<tr>
<td>Spring Break</td>
<td>March 16-20 (Monday-Friday)</td>
<td>March 14-18 (Monday-Friday)</td>
<td>March 13 - 17 (Monday-Friday)</td>
</tr>
<tr>
<td>Last Day of Class (undergrad)</td>
<td>May 8 (Friday)</td>
<td>May 6 (Friday)</td>
<td>May 5 (Friday)</td>
</tr>
<tr>
<td>Reading Days</td>
<td>May 9 -11 &amp; 16 -17 (Saturday-Monday, Saturday-Sunday)</td>
<td>May 7 – 9 &amp; 14 - 15 (Saturday-Monday, Saturday-Sunday)</td>
<td>May 6 - 8 &amp; 13 – 14 (Saturday-Monday, Saturday-Sunday)</td>
</tr>
<tr>
<td>Exams</td>
<td>May 12-15 &amp; 18 -19 (Tuesday-Friday, Monday-Tuesday)</td>
<td>May 10-13 &amp; 16-17 (Tuesday-Friday, Monday-Tuesday)</td>
<td>May 9 – 12 &amp; 15 -16 (Tuesday-Friday, Monday-Tuesday)</td>
</tr>
<tr>
<td>Last Day of Classes (grad)/ Last Feeding Day</td>
<td>May 19 (Tuesday)</td>
<td>May 17 (Tuesday)</td>
<td>May 16 (Tuesday)</td>
</tr>
<tr>
<td>Commencement</td>
<td>May 21-22 (Thursday-Friday)</td>
<td>May 19 - 20 (Thursday-Friday)</td>
<td>May 18-19 (Thursday-Friday)</td>
</tr>
</tbody>
</table>

*Dates are tentative and subject to change.*
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 Finance & Business Services, Purchasing Department
Administrative Services Building, Room 201
P.O. Box 7718
Ewing, New Jersey 08628-0718

To Whom It May Concern:

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

Signature: ____________________________________________________

Corporate Seal:

Attest by: ____________________________________________________

Sworn to and subscribed before me this ______day of _________, 20____.

My commission Expires: _______________________________________

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED
STOCKHOLDER DISCLOSURE

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.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Street</th>
<th>City/Twp</th>
<th>County</th>
<th>State</th>
<th>Zip</th>
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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.
INFORMATION 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.htm#state.
State of New Jersey  
Division of Purchase and Property  
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions

General Information  
For AGENCY USE ONLY

<table>
<thead>
<tr>
<th>Solicitation, RFP or Contract No.</th>
<th>Award Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Services</td>
<td>--------------</td>
</tr>
</tbody>
</table>

Agency Contact Information

<table>
<thead>
<tr>
<th>Agency</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number</td>
<td>Agency Email</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Address 1</th>
<th>Address 2</th>
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</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
</tr>
</thead>
</table>

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
      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>
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</tbody>
</table>

<table>
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<tr>
<th>Contributor Name</th>
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<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.

[Name of Organization or Entity]

Contractor:___________________________________________________

By:_____________________________________  Title: _______________________________

Print Name:______________________________  Date:_______________________________
MACBRIDE PRINCIPLES FORM

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

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

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

☐ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

☐ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom’s Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

Signature: ____________________________________________

Print Name: __________________________________________

Title: ________________________________________________

Firm Name: ___________________________________________

Date: ____________________
State of New Jersey

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: __________________________ Bidder/Offeror: __________________________

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

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

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

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

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

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

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

Name __________________________ Relationship to Bidder/Offeror __________________________

Description of Activities ________________________________________________________________

____________________________________________________

Duration of Engagement __________________________ Anticipated Cessation Date __________________________

Bidder/Offeror Contact Name __________________________ Contact Phone Number __________________________

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

Full Name (Print): __________________________ Signature: __________________________

Title: __________________________ Date: __________________________
VENDOR QUALIFICATION SHEETS

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

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

TO BE COMPLETED BY VENDOR

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

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

3. Location of vendor's office that will be responsible for managing contract/service:
   Name: _____________________________________________________________
   Telephone: ___________________________  Fax: ____________________________
   Email Address: _______________________________________________________
   Street Address: _______________________________________________________
   City/State/Zip: ________________________________________________________

   Federal Identification Number: _________________________________________

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

   Purchase Orders:
   Firm Name: ___________________________________________________________
   Street Address: _________________________________________________________
   City/State/Zip: _________________________________________________________

   Remittances:
   Firm Name: ___________________________________________________________
   Street Address: _________________________________________________________
   City/State/Zip: _________________________________________________________
VENDOR QUALIFICATIONS - continued

5. Name of insurance company:
   Street Address: 
   City/State/Zip: 
   Types of Insurance: 

6. Name of individual to contact for sales/services information:
   Name: 
   Telephone: 
   Email Address: 
   Street Address: 
   City/State/Zip: 

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

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

9. Is your firm incorporated?  Yes ____ No ____
   A) In What State? _______________

10. Is your firm considered a small business in the State of New Jersey? If yes, please attach a certificate or certification statement from the New Jersey Commerce and Economic Growth Commission. If no and you would like to register, please contact the New Jersey Commerce and Economic Growth Commission at 609-777-0885.
    
    Small Business:  Yes ____ No ____
    A) What category does your firm fall under?
       Gross Revenues do not exceed $500,000 ____
       Gross Revenues do not exceed $5 million ____
       Gross Revenues do not exceed $12 million ____
Under Executive Order 34, TCNJ is responsible for soliciting demographic information from its vendors. TCNJ is required to seek the following information from each firm under contract with us:

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

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

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

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

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

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

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

**VENDOR QUALIFICATIONS.**

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

   **A. Client Name:**

   **Contact Name:**

   **Telephone Number:**

   **Fax Number:**

   **Email Address:**

   **B. Client Name:**

   **Contact Name:**
Telephone Number:
Fax Number:
Email Address:

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

D. Client Name:
   Contact Name:
   Telephone Number:
   Fax Number:
   Email Address:
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 exceeding $17,500 cannot be issued to any firm unless the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interest. Refer to N.J.S.A. 52:25-24.2.
1.6 COMPLIANCE-STATE LAWS—It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed by and construed in accordance with the laws of the State of New Jersey. The laws of the State of New Jersey shall determine the rights and obligations of the parties hereto.

A. Business Registration – As a condition to entering into a State contract, effective January 18, 2010, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities are prohibited from entering into a contract exceeding $4,815 with an entity unless the vendor and subcontractor as applicable each has a valid Business Registration Certificate on file with the Division of Revenue.

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

B. Public Works Contractor Registration Act - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or http://www.nj.gov/labor/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 N.J.S.A. 19:44A-20.14 et seq (P.L. 2005. C 51 and EO no. 117), The College is prohibited from entering into contracts exceeding $17,500 with individuals or entities that made certain political contributions. Prior to awarding any contract or agreement, the vendor shall submit the Certification and Disclosure form to The College, for review and approval by the State Treasurer or his designee, certifying that no contributions prohibited by either Chapter 51 or Executive Order 117 have been made by the vendor and reporting all contributions the vendor made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.

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

F. Annual ELEC Disclosure - Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A 19:44A-20.27 (P.L. 2005, c. 271, section 3 as amended) if the contractor receives contracts in excess of $50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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

H. Buy American Act - Pursuant to N.J.S.A 52:32-1 and 52:33-1 et. seq., if manufactured items or farm products will be provided under this contract to be used in public work or a public contract, they shall be manufactured or produced in the United States and the vendor shall be required to so certify provided this...
requirement is not inconsistent with the public interest, the cost not unreasonable, nor the requirement impractical.

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

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

1.7 COMPLIANCE-LAWS - The vendor must comply with all local, state, and federal laws, rules, and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2. LIABILITIES

2.1 LIABILITY-COPYRIGHT - The vendor shall hold and save The College of New Jersey and its officers, agents, students, and employees harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of any contract awarded pursuant to this proposal.

2.2 INDEMNIFICATION - The vendor shall assume all risk of and responsibility for any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract; and additionally agrees to indemnify, defend, and save harmless The College of New Jersey and its officers, agents, students, and employees from and against such proceedings. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

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

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

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

2. Comprehensive General Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of $1,000,000 combined single limits.

3. Worker's Compensation Insurance applicable to laws of the State of New Jersey and Employers Liability Insurance with a limit of not less than $500,000.
4. Professional Liability Insurance (consultants) Consultant must maintain Professional Liability Insurance with minimum limits of liability that shall not be less than a combined single limit of two million dollars ($2,000,000) per claim. The professional liability insurance shall be maintained for a period of not less than two years following the actual completion and acceptance of the Project by The College’s Contracting Officer. Should the Consultant change carriers during the term of this contract, it shall obtain from its new carrier an endorsement for retroactive coverage.

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

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

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

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

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

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

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

3.3 VENDOR RIGHT TO PROTEST INTENT TO AWARD
A. Except in cases of emergency, vendors have the right to protest the Contracting Officer’s award of the contract as announced in the notice of intent to award. Unless otherwise stated, a vendor’s protest must be received no later than seven business days after the date on the notice of intent to award. In the public interest, the Contracting Officer may shorten the protest period, but shall provide at least 48 hours for vendors to respond to a proposed award.
B. A protest must be in writing and delivered to the Contracting Officer. It must include the specific grounds for challenging the award.

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

3.4 TERMINATION OF CONTRACT
A. Change of Circumstances:
   1. Where the circumstances or needs of the College significantly change or the contract is otherwise deemed no longer to be in the public interest, the Contracting Officer may terminate the contract.

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

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

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

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

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

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

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

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

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

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

B. All equipment operated by electrical current is UL listed where applicable.
C. All new machines are guaranteed as fully operational for the period stated in the RFP from time of written acceptance by The College. The vendor will render prompt service without charge, regardless of geographic location.

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

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

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

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

1. A service contract shall not be considered complete until final approval by the College is rendered.

2. Payment for services rendered may not be made until final approval is given by the College.

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

I. Bid and Performance Security

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

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

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

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

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

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

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

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

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

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

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

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

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

3.11 MAINTENANCE OF RECORD - The vendor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the College upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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