TCNJ THE COLLEGE OF NEW JERSEY

Number: AB160059
Date Issued: June 26, 2016
Director of Purchasing: Anup Kapur
Phone: (609) 771-2859
Email: kapura@tcnj.edu
Requesting Department: Auxiliary Services
Fiscal Year: 2016

Proposals will be due on **Tuesday, July 19, 2016 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
609-771-2859

PURPOSE AND INTENT OF PROPOSAL:

Solicit proposals for a firm to provide Smallwares and China to The College of New Jersey.

INSTRUCTIONS TO BIDDERS FOR COMPLETING THIS PROPOSAL

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

MANDATORY TO BE COMPLETED BY VENDOR

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

18. ORIGINAL SIGNATURE OF BIDDER (MUST BE SIGNED)

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

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

AB160059

June 23, 2016

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

To be published on **June 26, 2016**. Contact person regarding placement of ad is Anup Kapur (609) 771-2859.

ADVERTISEMENT FOR BIDS

Under the provisions of the State College Contracts Law, Chapter 64 of Title 18-A, The College of New Jersey is soliciting proposals for Smallware and China **(AB160059).**

The College will accept sealed bids until **2:00 p.m., July 19, 2016** at the Office of Finance & Business Services, The College of New Jersey, 2000 Pennington Road, Administrative Services Building, Room 201, Ewing, NJ 08628-0718, at which time the proposals will be publicly opened and read. Copies of the bid documents may be obtained via our website **(http://bids.pages.tcnj.edu/)**

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

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

BID PROPOSAL # **AB160059**

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

1) *PURPOSE AND INTENT:*

a) The purpose of this Request for Proposal (RFP) is to secure **a firm to provide Smallware and China.**

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

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

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

2) *DEFINITIONS:*

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

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

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

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

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

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

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

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

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

j) **State** – State of New Jersey

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

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

3) *PROPOSAL/BID PREPARATION AND SUBMISSION*

Questions:
All questions must be submitted in writing via email (kapura@tcnj.edu) or fax (609-637-5140) to Anup Kapur, Finance & Business Services, The College of New Jersey, no later than June 30, 2016 at 2 p.m.
Should any questions be received, an addendum will be posted on the Office of Finance & Business Services website (www.tcnj.edu/~budfin/) no later than July 6, 2016 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, July 19, 2016 at 2:00 p.m.

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

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

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

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

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

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

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

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

Pricing:

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

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

Substitutions
The bidder may include in their bid substitute materials or equipment or methods in lieu of those specified in the 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.
- 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:

    - 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) 771-2301**, 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.

The College of New Jersey

Student Center Renovation and Smallwares and China Request

- **All Smallwares detailed in columns (D-Pizza, E-OBC Grill, F-Sub Connection and I-Zebi) are due to The College of New Jersey by August 1, 2016.**

- **All additional smallwares, china, glassware, etc. noted in column G-Catering BOH and H-Catering FOH are due to TCNJ no sooner than August 31, 2016. The successful bidder is responsible for storing this merchandise at no additional cost to the College. Within 5 working days notification from the College to the successful bidder after August 31, 2016, the merchandise will be delivered to the College by the successful bidder at no additional shipping or storage costs to the College.**

- **The successful bidder is responsible for any shipping /freight charges associated with this delivery, including multiple deliveries to The College of New Jersey.**

- **All merchandise will be delivered to the Brower Student Center.**

- **The College of New Jersey is closed on Friday July 15, 22, 29, August 5 and August 12, 2016 as part of its Energy Savings program**

- **The smallwares quantities detailed on the spreadsheet are per piece quantities. Please be aware of this when completing the pricing proposal.**

Quote Number:	AB160059
Date Issued:	6/26/2016
Requesting Dept:	Auxiliary Services
Fiscal Year:	2016

COST SHEET

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

		Location								
Manufacturer	**Description**	**Pizza**	**OBC Grill**	**Sub Connection**	**Catering BOH**	**Cate FOH**	**Zebi**	**Qty**	**Unit Price**	**Ext. Price**
Vollrath	Bun sheet pan lincoln-manitowoc ovens 12 ea/cs pan sheet bun 13X18 aluminum for existing locations with Rotoflex oven	12	12		20			44		
Vollrath	Bun sheet pan lincoln-manitowoc ovens 12 ea/cs pan sheet bun 18X26 aluminum for locations without Rotoflex oven	50	12	50	40			152		
Vollrath	Bun sheet pan rack Alexander industries racj 18 pan end load 68"H Alum 1 ea	4			6			10		
Regency	Rack cover Aleco - es robbins cover rack econmy 23x62x28	4						4		
cooper	Pocket thermometer cooper-atkins 2/pk, 36pk/cs thermometer pckt w sheath 0-220 - purchase one package per employee	1	10	1			1	13		
cambro	Measuring cup, plastic cambro manufacturing 12ea/cs cup measure 16oz plastic	4	4					8		
cambro	Measuring cup, plastic cambro manufacturing 12ea/cs cup measure 32oz plastic	4	2	4				10		
cambro	Measuring cup, plastic cambro manufacturing 12ea/cs cup measure 64oz plastic	4						4		
Vollrath	Measuring spoon IMCO 240ea/cs Spoon measuring set 4PC SS	4		4				8		
vollrath	Measureing cup, stainless Vollrath Cup measure 16oz SS 12 ea/cs	1						1		

cambro	Measuring cup, stainless scoop measure SS oval 1/8 cup 12 ea/cs	8						8		
cambro	Measuring cup, stainless scoop measure SS oval 1/4 cup 12 ea/cs	18						18		
cambro	Funnel plastic Browne foodservice 12 ea/cs funnel plas 16oz pint	2	2	2			2	8		
cambro	Food storage container, square cambro manufacturing box food SQR 2QT clr poly 6 ea/cs	6	6	6	14		6	38		
cambro	Food storage container, cover cambro manufacturing lid food box SQR 2QT-4QT GRN 6 ea/cs	18	12	12			12	54		
cambro	Food storage container, square cambro manufacturing box food SQR 4QT clr poly 6 ea/cs	12	6	6	14		6	44		
cambro	Food storage container, square cambro manufacturing box food SQR 8QT clr poly 6 ea/cs	6	6	6	16		6	40		
cambro	Lid food box SQR 6QT-8QT red cambro manufacturing lid food box SQR 6QT-8QT red 6ea/cs	6	6	6			6	24		
Cambro	Food storage container, square cambro manufacturing box food SQR 12QT blu poly 6ea/cs	6			12			18		
cambro	Food storage container cover cambro manufacturing lid food box square 12-22QT blu 6ea/cs	6						6		
IMCO	Gloves IMCO glove utility PWD SMALL 100/pk, 10pk/cs	20		20				40		
IMCO	Gloves IMCO glove utility PWD MED 100/pk, 10pk/cs	20		20				40		
IMCO	Gloves IMCO glove utility PWD LG 100/pk, 10pk/cs	20		20				40		
IMCO	Gloves IMCO glove utility PWD X-LARGE 100/pk, 10pk/cs	20		20				40		
Vollrath	Oven Mitt Arden-Benhar mills mitt oven pyrotex 17" beige 2/pkg	2		2				4		
whizard	Gloves Whizard glove handguard whizard SMALL - two gloves per employee 72 ea/cs we	1	3	2	12		2	20		
whizard	Gloves Whizard glove handguard whizard MEDIUM - two gloves per employee 72 ea/cs we	1	3	1	12		1	18		

whizard	Gloves Whizard glove handguard whizard LARGE - two gloves per employee 72 ea/cs we	1	3	2	12		2	20		
whizard	Gloves wells lamont industry group glove handguard whizard X-LARGE - two gloves per employee 72 ea/cs	2	5	2			2	11		
Carlisle	Colander strainer carlisle food service products colander 16QT alum 6 ea/cs	1			2		2	5		
IMCO	Ladle spoon combo, protion control IMCO Portion Serv SLD 4oz 1 pc grn 144 ea/cs	6						6		
Edlund	Bottle opners/can punch Edlund opener can manual w/steel base 3 ea/cs	1	1	1	1		1	5		
Sanjamar	Cutting board Sanjamar board cutting 15x20x1/2 red 6ea/cs s	3	2	1			1	7		
Sanjamar	Cutting board Sanjamar board cutting 15x20x1/2 WHT 6ea/cs s	3	2	1			1	7		
Sanjamar	Cutting board Sanjamar board cutting 15x20x1/2 GRN 6ea/cs s	3	2	1			1	7		
Carlisle	Basting brush carlisle foodservice products brush basting boar bristle 2" 12 ea/cs	3						3		
fluke	Oven thermometer fluke elecronics thermometer oven 100F-600F 12 ea/cs	1						1		
American Metal craft	Pizza screen Americna metalcraft screen pizza 10"aluminum HD 12 ea/cs	60						60		
American Metal craft	Pizza screen Americna metalcraft screen pizza 8"aluminum HD 12 ea/cs	50						50		
sanisharp	Pizza cutter aryinc cutter pizza 4" sanisharp WHT 6 ea/cs	4						4		
sanisharp	Spatula, sandwich spreader Aryinc spreader sand 3.5 sanisharp WHT 6 ea/cs	2	4					6		
Vollrath	Ladle Vollrath ladle 1 oz SS kool touch 12 ea/cs	2						2		
Vollrath	Ladle update international ladle 1.5oz SS 120 ea-cs	6						6		
Vollrath	Ladle Vollrath ladle 6 oz SS kool touch 12 ea/cs	4						4		
Vollrath	Ladle Vollrath ladle 8 oz SS kool touch 12 ea/cs	4						4		

sanisharp	Knife, Slicer Aryinc Knife Slcr off 8" sanisharp WHT 6 ea/cs	2					2	4		
sanisharp	Knife, paring ary knife paring 4" sanisharp WHT 6ea/cs	1						1		
sanisharp	Turner, solid, stainless steel artinc turner RND end 8x3 sanisharp WH 6ea/cs	2	4		4			10		
sanisharp	Knife, chef's cook's french aryinc knife cooks 10" sanisharp WHT 6ea/cs	2	4				4	10		
Carlisle	Stock pot carlisle food serivceproducts pot stock std 12 qt alum 2ea/cs	4						4		
waring	Hand Mixer Waring Blender Immersion quick stik 2ea/cs	1						1		
Carlisle	Salad tongs Carlisle foodservice products tongs salad 6" BLK 12ea/cs	24						24		
IMCO	Utility tongs IMCO tong 9" HVY DTY SS 72 ea/cs	10		8	6		16	40		
Vollrath	Utility tongs Vallrath tong 12" HVY DTY SS 72 ea/cs	18	3					21		
IMCO	French wire whip IMCO whip french rigid wire 16" SS 48 ea/cs	2						2		
franklin	Bottle squeeze, FIFO 20 oz plas, clr- 12 per case Franklin machine products bottle squeeze, fifo 20 oz plas, clr- 12 per case	1	4	2				7		
franklin	Holder bottle, 6 hole s/s Franklin machine products Holder bottle, 6 hole s/s - use to hold fifo bottles in cold well	2	4	2				8		
rochester midland	First aid kit rochester midland kit first aid 25 person 12 ea/cs	1	1	1			1	4		
rubbermaid	Wet floor sign rubbermaid commerical cone safety 36"YLW multilingl 5 ea/cs	2	2	2	2		2	10		
Carlisle	Fry pan carlisle food service products pan fry 10" excalibur coating existing locations only 6 ea/cs	8						8		
rubbermaid	Spatula scraper hi heat 9.5 red rubbermain commercial spatula scraper hi heat 9.5 RED 24 ea/cs	10						10		
IMCO	Mixing bowl IMCO bowl mixing 5 qt ss 48 ea/cs	12						12		

American Metal craft	Pizza bubble popper american metalcraft popper pizza bubble 39" 1 ea	1						1			
franklin	Timer, electronic Franklin machine products timer digital 4-in-1 Don 20 ea/cs	1						1			
American Metal craft	Pizza peel american metalcraft peel 12"x14" alum 25" wood hndl 12 ea/cs	2						2			
American Metal craft	Pizza peel american metalcraft peel pizza 12"x14"x35" long 8 ea/cs	2						2			
IMCO	Food pan steam table hotel stainless IMCO pan steam full x2 1/2 anit jam 12 ea/cs	12			24			36			
IMCO	Food pan steam table hotel stainless IMCO pan steam 1/2x2 1/2 anit jam 12 ea/cs	24			12			36			
IMCO	Food pan steam table hotel stainless IMCO pan steam 1/3x2 1/2 anit jam 12 ea/cs	12						12			
IMCO	Food pan steam table hotel stainless IMCO pan steam 1/3x4"anit jam 12 ea/cs	12		20			10	42			
IMCO	Food pan steam table hotel stainless IMCO pan steam 1/6x4"anit jam 12 ea/cs	36		40			20	96			
IMCO	Adapter bar IMCO Adapter bar 20.5"SS 72 ea/cs	12	12	6			6	36			
IMCO	Adapter bar IMCO Adapter bar 12.5"SS 144 ea/cs	12	24	6			6	48			
cambro	Cheese spice shaker dresge cambro manufacturing shaker chese 10 oz W YLW lid 12 ea/cs	4	2	3			3	12			
rubbermaid	Trash container rubbermain commercial cont waste 23 gal slim jim LTGR 4 ea/cs	4	4	1	6			15			
Edlund	Scale, portion, dial type edlund scale portion 5#x1oz dial ss 6 ea/cs	1		2			1	4			
IMCO	Food pan steam table hotel stainless IMCO pan steam 1/9x4" anit jam, stainless, use for chopped salad (12 to operate - 12 for back up) 12 ea/cs	24		30			15	69			
IMCO	Ladle IMCO ladle 2 oz 1 pc S/S use for chopped salads (4 to operate - 4 for back up)	8						8			

Vollrath	Measuring cup, stainless Vollrath scoop measure oval 1/2 cup SS 12 ea/cs	4						4		
Vollrath	Measuring cupm stainless vollrath cup measuring 12 oz spouted SS 12 ea/cs	4						4		
IMCO	Vegatable inset for steam table IMCO pan insert rnd 11 qt 18/8 24 GA 12 ea/cs for soups onlu if biuld out supports soup program	1		1			2	4		
IMCO	Vegatable inset cover IMCO lid 10 1/2 F/K8134 inset pan 2 24 ea/cs for soup onlu if build out supports soup program	1		1			2	4		
cambro	Plastic pitcher cambro manufacturing pitcher plastic w/lid 64 oz clr use ofr specialty 6\cs	1						1		
IMCO	Ice scoop IMCO scoop ice 9-1/4" 8oz SS use ofr specialty tea 240 ea/cs	1						1		
prince castle	French fry scoop prince castle scoop french fry bagging ss ea		2					2		
FMP	Basket Fry 12-1/8x6-5/16x5-5/16 FMP Basket fry 1 cs		1					1		
Carlisle	Griddle Brush Carlisle brush grill long handled 40" 1cs		2					2		
cambro	Measureing cup, plastic cambro cup measure 8 oz plastic		4	4				8		
cambro	Measureing cup, plastic cambro cup measure 128 oz plastic		2	4				6		
American Metal craft	Skimmer American Metalcraft Skimmer SQR fine mesh ea		1					1		
IMCO	Mixing bowl IMCO bowel Mixing 13 qt ss		4					4		
Vollrath	Mixing bowl Vollrath Bowl mixing 4 qt ss		6					6		
nemco	Piano wire whip IMCO whip piano flexible wire 12 in S ea		4					4		
nemco	Tomato Slicer Nemco Slicer tomato easy 3/16" ea		1	1				2		
nemco	Blade assembly Nemco set blade 3/16" tomato slicer ea		3	1				4		
imco	Food pan steam table hotel stainless IMCO pan steam 1/2x4" anit jam ea		24					24		

IMCO	Food pan steam table hotel stainless IMCO pan steam 1/3sz x6" anit 18/8 ea		**18**					18		
lincoln	Scooper, tomato lincoln foodservice products corer tomato SS ea		**4**					4		
sanisharp	Turner, solid, stainless steel artinc turner RND end 8x3 sanisharp RED ea		**4**					4		
tablecraft	Basket, fast food tablecraft products basket oval 9x6 classic black 1 cs		**4**					4		
Edlund	Kitchen Supplies Edlund Scale portion 32x1/4 oz dial SS 6ea\cs		**1**					1		
tablecraft	Kitchen Supplies tablecraft products spoon measuring 4pc set ss 12 ea/cs		**4**					4		
rubbermaid	Kitchen Suplies rubbermaid spatula scraper plate 13-1/2" W 36ea/cs		**6**					6		
rubbermaid	Kitchen Supplies rubbermaid spatula scraper plae 9.5" wht 36 ea/cs		**6**					6		
IMCO	Kitchen Supplies IMCO pan steam full sz 4" anit 18/8 12 ea/cs		**24**					24		
Vollrath	Kitchen Supplies Vollrath spoodle 2oz solid blue hndl 12ea/cs		**4**					4		
cambro	Kitchen Supplies Cambro shelf drain 1/3sz 6ea/cs		**6**					6		
prince castle	Sanitation/Maintenance prince catle scraper grill SS 12 ea/cs		**1**					1		
prince castle	Sanitation/maintenance prince castle blade replacement grill scraper 50 ea/cs		**1**					1		
3m	Sanitation/maintenace 3M company holder pad quick clean 1 ea		**1**					1		
3m	Sanitation/maintenace 3M company squeegee quick clean 1 ea		**1**					1		
Carlisle	Kitchen Supplies carlisle pan food 1/6 sz top notch blk 6 ea/cs		**36**					36		
cambro	Kitchen Supplies Cambro pan food 1/3 sz polycb 6 D blk 6 es/cs		**18**					18		
cambro	Kitchen Supplies Cambro Pan food 1/9 sz polycb 4" blk 6 ea/cs		**6**					6		
sanisharp	Kitchen Supplies M8 turner rnd end 8x3 sanishar YLW 6 ea/cs		**4**					4		
IMCO	Kitchen Supplies IMCO tong springless 9-1/2" YLW hdl 120ea/cs		**4**					4		

Vollrath	Kitchen Supplies Vollrath tong 9-1/2" kool touch green		4					4		
Vollrath	Kitchen Supplies Vollrath tong kitchen HD 9-1/2 ss 12ea/cs		3					3		
tablecraft	Kitchen Supplies tablecraft products bottle squeeze 24oz wide mouth 12 ea/cs		6					6		
Vollrath	Griddle plate removable crown verity removable griddle plate, 12"wx20-1/2"D,3/8" thick cold rolled steel		1					1		
cambro	Food storage container, box cambro manufacturing box food 12x18x6 clr poly 6ea/cs			2				2		
cambro	Food storage container, box cambro manufacturing box food 12x18 clr poly 6 ea/cs			4				4		
cambro	Food storage container, box cambro manufacturing box food 12x18x3.5 clr poly 6 ea/cs			2				2		
IMCO	Basket, wire display specialties, basket wire 12x18x2 gun metal 20 ea/cs			1				1		
Vollrath	Disher vollrath Disher no 24 1-1/3oz RED			2			6	8		
sas damarle	Baking sheet bread forms silform sas demarle baking sheet bread forms silform 12 ea/cs			30				30		
american bag	Pastry bag thermohauser of america bag pastry export 24" 24 ea/cs			6				6		
nyco	Sprayer bottle, plastic NYCO products bottle spray plast w/trig 32oz			2				2		
sanisharp	Knife, paring ary knife paring 3.5" sanisharp WHT 6ea/cs			2			2	4		
sanisharp	8" chef knife				8			8		
sanisharp	6" Santoku knife				6			6		
sanisharp	small paring knife				6			6		
sanisharp	meat slicer knife				4			4		
sanisharp	Offset sandwich knife				6			6		
sanisharp	Steel				1			1		
cambro	6qt container				16			16		
cambro	2qt lids				28			28		
cambro	6qt lids				16			16		
cambro	12qt lids				12			12		
cambro	Clear Lexans				6			6		
cambro	Clear lexans deep				6			6		
cambro	Lexan lids				12			12		
messermeister	Peelers				6			6		
Vollrath	Grill Brush				1			1		
Vollrath	10qt sauce pot				6			6		
Vollrath	25qt brazier				8			8		
Vollrath	20qt stock pot				4			4		
Vollrath	7 1/5qt saute pan				2			2		
Vollrath	Rubber spatula				8			8		

Vollrath	Slotted cooks spoon					12			12		
Vollrath	Non slotted cooks spoon					12			12		
Vollrath	4oz ladle					8			8		
Vollrath	6 oz ladle					8			8		
Vollrath	8oz ladle					8			8		
Vollrath	Dippers					2			2		
Vollrath	China Cap Fine					2			2		
Vollrath	Chine Cap Coarse					2			2		
Vollrath	Colander Small					1			1		
Vollrath	10" whisk					4			4		
Vollrath	12" whisk					6			6		
Vollrath	14" whisk					4			4		
Vollrath	16" whisk					4			4		
Vollrath	36" whisk					1			1		
Vollrath	4oz scoop					6			6		
Vollrath	Perforated Turner					4			4		
Vollrath	Pail opener					1			1		
Vollrath	Full size pan 4" deep					12			12		
Vollrath	Full size pan 6" deep					12			12		
Vollrath	1/2 size pan deep					12			12		
Vollrath	Full size perforated shallow					4			4		
Vollrath	Full size perfprated 4"					4			4		
Vollrath	Full Size deep					4			4		
Sanjamar	Oven mits					6			6		
cambro	Cutting board red					3			3		
cambro	Cutting board white					3			3		
cambro	Cutting board green					3			3		
cambro	Cutting board stand					2			2		
Vollrath	Mixing bowl small					4			4		
Vollrath	Mixing bowl med					8			8		
Vollrath	Mixing bowl lg					4			4		
rubbermaid	50 gallon trash					2			2		
rubbermaid	Floor mats					6			6		
rubbermaid	Utility cart sm FG450088BLA					2		1	3		
rubbermaid	Utility cart lg					3			3		
uline	Hand truck					1			1		
uline	Push Broom					1			1		
uline	Cleaning bucket					8		3	11		
cambro	Sanitizing buckets					8		3	11		
American Metal craft	Stainless steelvac carafe with base 1L							4	4		
American Metal craft	Thermal milk carafe whole milk 1-L							2	2		
American Metal craft	Thermal milk carafe skim milk 1L							2	2		
American Metal craft	Thermal milk carafe half half 1L							2	2		
calmil	Cal mil food display stands moroccan brown 2-tier arched							1	1		
calmil	Cal mil bamboo box covered flat top 10Lx12Wx6-1/2H							2	2		
forschner	Forschner - victorinox peeler							4	4		
cambro	hubert plastic serving spoon 10L soild black polycarbonate							12	12		
cambro	Cambro-camwear scallop plastic tong 9L flint							4	4		
cambro	Cambro-camwear scallop plastic tong 6L flint							24	24		
tablecraft	Tablecraft oil and vinegar set with caddy 16oz square design green tint glass							2	2		
sanisharp	Knife, utility ary Knife until 5 sanisharp 6ea/cs			4				4	8		
rubbermaid	Rubbermaid Slim jim waste container, 23 gal							1	1		
rubbermaid	Rubbermaid Executive slim jim swing lid	1	1		2			1	5		
Turgia	6.75" plate B&B					700			700		
Turgia	8.25"salad plate					1200			1200		
Turgia	10.5" plate dinner					700			700		
Turgia	5.75 saucer cup					700			700		

Turgia	7.75oz stacking coffee cup					**700**		700		
Turgia	8.5" rim soup bowl 22 oz					**700**		700		
Turgia	3.7/8" fruit dish 7 oz					**700**		700		
Turgia	3in ramekin 2.25oz					**700**		700		
Turgia	Creamer 5.08oz					**90**		90		
Baguette by Oneida	6" teaspoon					**400**		400		
Baguette by Oneida	7.25" oval bowl soup/dessert spoon					**350**		350		
Baguette by Oneida	6 1/8" salad/pastry fork					**400**		400		
Baguette by Oneida	7.25" european table fork					**250**		250		
Baguette by Oneida	9" Dinner knife					**250**		250		
Libby Glass	13oz 7.5" chalice wine glass					**500**		500		
Libby Glass	11.5oz 5.5" water goblet					**700**		700		
Carlisle	Tray rack dolly					**15**		15		
Carlisle	Rack N' Stack glass racks holds 25 glasses w/ 3 extenders RG25-314					**50**		50		
Carlisle	rack cup 20 comp cups +1 Don GRY Rc20-1DN23					**35**		35		
Intermetro Industries	Poker chip dish caddies 540-6 7/8" plates 27 3/16" W x27 3/16"Dx31 7/8"H PCD7					**2**		2		
Intermetro Industries	Poker chip dish caddies 240-10.62"plates 23 9/16"wx239/16"Dx31 7/8"H PCD11					**5**		5		
Intermetro Industries	Poker Chip dish caddies 240-9.5 plates 23 9/16" Wx23 9/16" Dx 31 7/8"H PCD9					**5**		5		
Cambro	Cambro servers 10 gal 1000LCD131					**6**		6		
Cambro	Cambro Server 5 gal 500LCD131					**6**		6		
Snap-drape international	Cover beverage server gal blk BDCWYN5BLK					**12**		12		
Snap-drape international	Cover beverage server 10 gal blk BDCWYN10					**12**		12		
American Metal craft	Server 40 oz insulated blk swirl					**130**		130		
Griptite	Griptite trays ovel 22 1/4" x26 7/8" 2700GRD96900					**75**		75		
tablecraft	Salt and pepper shakers 1oz eiffel tower					**180**		180		
tablecraft	Wood Mahogony tray stand 32"					**30**		30		
Vollrath	Spoon serving solid 13" chardon					**25**		25		
chardon	Spoon serving Chardon					**25**		25		
Vollrath	10 5/8" plate covers 62462					**700**		700		
chardon	Tong serving 8" chardon 18/8SS					**30**		30		
chardon	Tong serving 8" chardon 18/8SS					**30**		30		
chardon	Tong Ice 6" Chardon 18/8 SS					**30**		30		
chardon	Server Pastry 6 1/2 Chardon					**12**		12		
chardon	Fork Meat 9 3/4 Chardon					**6**		6		
Norpro	Tenderizer Flat meat pounder 6211				**3**			3		

Gourmet Display	Mirror tray 15" PT150					**5**		5		
Cal-Mil Plastic Products	Mirror tray 12x12 411-12					**6**		6		
Cal-Mil Plastic Products	Mirror 3 Tier Tower 17" 1002-12					**2**		2		
Cal-Mil Plastic Products	Shelf riser 3 tier blk 1464-13					**2**		2		
Cal-Mil Plastic Products	3 tier riser shlf midnight bamboo 1449-96					**3**		3		
Rosseto Serving Solutions	Skycap black riser 6"x6"x8" D620RB					**2**		2		
Rosseto Serving Solutions	Rectangular bamboo platter 33.5"x8"x3/8" BP200					**2**		2		
Rosseto Serving Solutions	Rectangular bamboo platter 33.5"x14"x3/8" BP100					**2**		2		
Rosseto Serving Solutions	Eco-friendly display riser bamboo 14" square BP300					**4**		4		
Rosseto Serving Solutions	Eco-friendly display riser bamboo 14" round BP400					**4**		4		
Cal-Mil Plastic Products	Cal Mil Iron 3" display risr midnight blk 1711-3-96					**3**		3		
Cal-Mil Plastic Products	Cal Mil Iron 5" display risr midnight blk 1711-5-96					**3**		3		
Cal-Mil Plastic Products	Cal Mil Iron 7" display risr midnight blk 1711-7-96					**3**		3		
Delfin	Delfin santa fe stell display pedestal 11.5"x9" PDRD-129CA					**2**		2		
Delfin	Delfin santa fe stell display pedestal 15.5"x12" PDRD-1612CA					**2**		2		
Delfin	Delfin santa fe stell display pedestal 12" green arcrylic top FSRD-12-49					**2**		2		
Delfin	Delfin santa fe stell display pedestal 16" green arcrylic top FSRD-16-49					**2**		2		
American Metal craft	Riser set 3 pieces 6"/7"/8" SS RSS3					**3**		3		
Cal-Mil Plastic Products	Holder Cutley 3 tier w/bamboo 1235-13-60					**4**		4		
Turgia	Stand 360 wood 3 tier w/glass shelves BU5100-NM					**2**		2		
American Metal craft	Bowls SM w/3 Tier stand Porcelain WHT					**2**		2		
American Metal craft	Ramekin holder bread basket 11" BSKB811					**50**		50		
American Metal craft	Bread basket 9" BLLB94					**50**		50		
Cal-Mil Plastic Products	3 gal plastic bev server 1112-3A					**15**		15		
Gourmet Display	Mirror tray kit w/storage cade 12' rounds CV1288					**1**		1		
Cal-Mil Plastic Products	3 tier bowl stand plastic (suger tier) 1712-8					**4**		4		
Bella Arte	Bowl, 8" fits Bealla Artw: stand 908-8 white 908-8					**12**		12		

Bon Chef	URN coffee 5 gal insulated Auro 40005					**12**		12		
Eastern Tabletop MFG	Lamp single heat cone shade 9641					**1**		1		
Bon Chef	Carving station 24x13 w lamp 9692					**2**		2		
American Metal craft	Stand numbers 12" SS					**80**		80		
American Metal craft	Table number cards 1-100 4100					**1**		1		
nova model # 1S1971	Chafer Nova 8 qt rectanlge w brass					**12**		12		
Carlisle	Marmite stand 7 qt soup tureen 609652					**4**		4		
Carlisle	Airpot 3 liter level lid					**20**		20		
Carlisle	Bus bin 15x20x7blk				**15**			15		
rubbermaid	Cont Waste 44 gal brute gry FG264300GRAY				**3**			3		
Cambro	Dolly Brute F/20, 32 & 44 gal blk				**3**			3		
Cambro	Box food 18x26x9 plas cir 18269CW135				**10**			10		
Carlisle	Lid for box food 18x26x9 plas cir 1062707				**10**			10		
Vollrath	Tray 14" round traxtion blk 1474-0606					**15**		15		
Vollrath	Scoop ice 9 1/4" 8oz SS					**10**		10		
Vollrath	Disher gray handle 2 2/3oz #12					**10**		10		
Vollrath	Punch bowl new york 5 gal 46072					**4**		4		
Vollrath	tray 14" round chrome plated					**20**		20		
Cambro	pitcher 60oz ply clr P600CW135					**24**		24		
Libby Glass	Glass decanter wine 1 liter					**200**		200		
Bon Chef	Pitcher 1 1/2 quart insulated SS 4054					**10**		10		
crescor	Cabinet quad heat 200 plate MBQ-200D-QH-DON				**1**			1		
Alezander Industires	rack pan end load 18 pan 68" ht alum E401				**6**			6		
Vollrath	Corkscrew waiters 4 1/2					**12**		12		
Iwatani Corporation of america	Stove portable high heat butane 35 FW				**8**			8		
spectrum	Skirting 13" Spectrum WYN3S1329					**30**		30		
Snap-drape international	Clip Skirt 1"C Clip 100pk C					**2**		2		
Rummermaid	Bucket and Wringer FG738000YEL					**1**		1		
uline	Broom lobby angle tan flaggers 6208-DN					**5**		5		
Cambro	Dust pan lobby blk plastic FG253165BLA					**5**		5		
Cambro	Carrier 6 pan camcarrier UPC40131				**5**			5		
Vollrath	Dolly Cam 19x27x10 CD1826PDB131				**5**			5		
Cambro	Box beverage SS dbl wall oval 47225				**3**			3		
Cambro	Rack flatware 18x18 plas gry FR258151				**6**			6		
Intermetro Industries	Rack peg PR314 18x18 comp gry PR31451				**10**			10		

Conair	Cart security 2 shelf 28x53x69 SEC55DC/2A2448NC				**1**			1		
Equipex	Blender Immersion 14" 115 V WSB55				**1**			1		
Vita-Mix	Mixer Commerical 8 qt wht 120V KSM8990WH				**1**			1		
Vollrath	Blender Food 64 oz vita prep 3 1005				**1**			1		
Vollrath	Scraper Grill Alum D1101				**2**			2		
Vollrath	Pan Saute 2 qt 18/8 ss 77744				**3**			3		
Vollrath	Pan Saute 6 qt 18/8 ss 77746				**3**			3		
Vollrath	pot stock 12 qt tribute 3 ply 77521				**2**			2		
Vollrath	Pot stock 27qt tribute 3 ply 47723				**2**			2		
Vollrath	Pot sauce 20 qt arkadia Aum 7374				**2**			2		

TOTAL

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

Desired Delivery Date: **A.S.A.P.**

Discount Payment Terms:

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

Price quotes are firm through issuance of contract until the following date:

Company Name:

Bidders Signature:

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

Firm Name:_____

Signature:_____

Title:_____

Date:_____

NON-COLLUSION STATEMENT

Date:_____

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

To Whom It May Concern:

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

Signature:_____

Corporate Seal:

Attest by: _____

Sworn to and subscribed before me this_____day of _____ , 20____.

My commission Expires:_____

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED

INFORMATION AND INSTRUCTIONS
For Completing the "Two-Year Vendor Certification and Disclosure of Political Contributions" Form

Background Information

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

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

Two-Year Certification Process

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

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

Instructions for Completing the Form

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

Part 1: BUSINESS ENTITY INFORMATION

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

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

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

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

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

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

Part 2: DISCLOSURE OF CONTRIBUTIONS

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

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

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

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

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

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

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

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

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

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

Part 3: CERTIFICATION

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

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

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

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

Read the five statements of certification prior to signing.

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

State Agency Procedure for Submitting Form(s)

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

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.
The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

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

Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: https://www.state.nj.us/treas/purchase/eo134questions.shtml
Reference materials and forms are posted on the Political Contributions Compliance website at: http://www.state.nj.us/treasury/purchase/execorder134.shtml

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

- **"Business Entity/Vendor"** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's civil union partner and any child residing with that person. [1]

- **"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.

[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.

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

- **"Contribution"** is a contribution, including an in-kind contribution, in excess of $300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.

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

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

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

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

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

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

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

- **"Political Party Committee"** means:

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

State of New Jersey
Department of the Treasury

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

FOR STATE AGENCY USE ONLY

Solicitation, RFP, or Contract No._____ Award Amount_____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

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

Please check if requesting recertification ☐

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email_____ Vendor FEIN (SS# if sole proprietor/natural person)_____

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

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

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

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

All Equity partners of a Partnership	**All Equity members of a LLC**

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

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

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

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

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

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

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

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

   Municipal Political Party Committee
   Legislative Leadership Committee

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

If this form is not being completed electronically, please attach additional contributions on separate page.

Click the "Add a Contribution" tab to enter additional contributions.

Remove Contribution

Add a Contribution

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

Part 3: Certification

(A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.

(B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.

(C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.

(D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

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

2. **All reportable contributions made by or attributable to the business entity have been listed above.**

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

a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:

(i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
(ii) Any State, County or Municipal political party committee; OR
(iii)Any Legisative Leadership committee.

b) During the term of office of the current Governor or Lieutenant Governor to:

(i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR

(ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:

(i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
(ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

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

(a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR

(b) Any State, County or Municipal political party committee; OR
(c) Any Legislative Leadership committee.

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

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

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

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

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

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

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

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

"N.J.S.A. 52:34-13.2 CERTIFICATION"

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____ Waiver Number: _____

I hereby certify and say:

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

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

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	**Performance Location[s] by COUNTRY**	Reasons why services cannot be performed in **USA**

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

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

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

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

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

Contractor:_____
[Name of Organization or Entity]

By:_____ Title: _____

Print Name:_____ Date:_____

PB-MP.1 R10/2011

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:

VENDOR QUALIFICATIONS- continued

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 $4,950 with an entity unless the vendor and subcontractor as applicable each has a valid Business Registration Certificate on file with the Division of Revenue.

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

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