PURPOSE AND INTENT OF PROPOSAL:
Solicit proposals for a firm to provide fitness equipment for the new fitness center in Campus Town.

INSTRUCTIONS TO BIDDERS FOR COMPLETING THIS PROPOSAL

1. Read the entire proposal, including all terms and conditions and specifications.
2. All prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit and/or total prices must be initialed by the bidder.
3. THIS PROPOSAL IS TO BE SIGNED BELOW (LINE 17).
4. Proposal prices shall include delivery of all items F.O.B. destination or as otherwise provided.
5. Address all inquiries and correspondence to the buyer at the email or address shown above.
6. All communication during the bidding process shall be directed to the Purchasing department only.
7. All instructions must be followed and signatures must be provided for proposal to be accepted.

MANDATORY TO BE COMPLETED BY VENDOR

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

17. ORIGINAL SIGNATURE OF BIDDER (MUST BE SIGNED)
Signature of the bidder attests that the bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the request for proposal unless otherwise stated in writing and submitted with the proposal.

PRE-BID CONFERENCE / ON-SITE INSPECTION IS NOT REQUIRED
Please place the following advertisement in the Legal Section of Classified Advertising. Please ensure that the invoice and Affidavit for this advertisement is prepared and forwarded to The College of New Jersey, Office of Purchasing, Administrative Services Building, Room 201, P.O. Box 7718, Ewing, NJ 08628-0718.

To be published on May 18, 2015. Contact person regarding placement of ad is Mark Mehler (609) 771-2859.

ADVERTISEMENT FOR BIDS

Under the provisions of the State College Contracts Law, Chapter 64 of Title 18-A, The College of New Jersey is soliciting proposals for fitness equipment (AB150044).

The College will accept sealed bids until 2:00 p.m., Thursday, May 28, 2015 at the Office of Finance & Business Services, The College of New Jersey, 2000 Pennington Road, Administrative Services Building, Room 201, Ewing, NJ 08628-0718, at which time the proposals will be publicly opened and read. Copies of the bid documents may be obtained via our website (http://bids.pages.tcnj.edu/)

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

1) **PURPOSE AND INTENT:**

a) The purpose of this Request for Proposal (RFP) is to secure a firm to provide fitness equipment for the new fitness center in Campus Town.

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.
PROPOSAL/BID PREPARATION AND SUBMISSION

Questions:
All questions must be submitted in writing via email (mehler@tcnj.edu) or fax (609-637-5140) to Mark Mehler, Finance & Business Services, The College of New Jersey, no later than May 20, 2015 at 4 p.m.
Should any questions be received, an addendum will be issued and posted on the Office of Finance & Business Services website (www.tcnj.edu/~budfin/) no later than May 22, 2015 at 2 p.m. If an addendum is posted, it MUST be attached to each vendor’s proposal prior to submission.

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

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

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

Bid Opening: Thursday, May 28, 2015 at 2:00 p.m.

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

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

Documents/Submissions that must be provided before contract award:

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

• P.L. 2005, Chapter 51 / Executive Order 117 - Contractor Certification and Disclosure of Political Contributions:
  o In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of Chapter 51 and Executive Order 117. Enclosed are the requirements of Ch. 51 and EO 117, the forms for Certification and Disclosure. The contract that will be generated based on this RFP cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury.

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

4) **CONTRACTUAL TERMS**

   a) Contract administration: The vendor will coordinate all work schedules or deliveries with Robert Simels at (609) 771-2712, 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.
REQUEST FOR PROPOSALS

FITNESS EQUIPMENT FOR THE
FITNESS CENTER AT CAMPUS TOWN
DEPARTMENT OF ATHLETICS AND RECREATION
THE COLLEGE OF NEW JERSEY
EWING, NEW JERSEY

PURPOSE AND INTENT

This document is issued by Finance and Business Services of The College of New Jersey. The purpose is to solicit bid proposals for fitness equipment for the Fitness Center at Campus Town.

The intent is to award a contract to responsible bidders whose bid proposals, conforming to this document, are most advantageous to the College, price and other factors considered. However, the College reserves the right to award to one or more bidders and/or to separately procure individual requirements that are the subject of the awarded contract during the contract term, when deemed to be in the College’s best interest.

The College’s Standard Contract Terms and Conditions will be part of the awarded contract.

Contract Administration and Operations Oversight

a. The College has appointed the Director of Recreation as the Contract Administrator. Contractor must contact the Contract Administrator on all matters regarding the Contract.

b. The Director of Recreation shall serve as the liaison with Contractor(s) for the resolution of daily operational issues regarding the Fitness Center. Additionally, the Director of Recreation shall monitor and evaluate the performance of Contractor.

COMMODITY DESCRIPTION/SCOPE OF WORK

The College of New Jersey’s Office of Recreation is seeking a vendor (or vendors) to purchase, install, service, and maintain athletic fitness equipment for the College’s Fitness Center at Campus Town. This project consists of the delivery, unpacking, installation, and removal of all packing materials for the procured athletic fitness equipment. Equivalents may be offered. The College reserves the right to award to one or more bidders.

The objectives of this project are:

a. Obtain high quality equipment and service
b. Secure volume discounts

c. Secure on-time delivery and efficient installation

Scope of Services

All equipment must be new and meet all requirements of the specifications in this document. The selected bidder(s) will assist by providing a floor layout for the purchased equipment in the allocated space within the Fitness Center at Campus Town. In addition, the selected bidder(s) will work closely with the College to schedule installation, training, and service on equipment when necessary. Equipment will be installed at the Fitness Center at Campus Town. The equipment will be purchased on a delivered and installed basis. This equipment will be used on average 12 hours per day, seven (7) days per week.

Option: Although not required, the College may give preference to bidders offering to relocate existing equipment as well from the current fitness center in Packer Hall to the new fitness center in Campus Town. Bidders are to include their pricing (if any) on the cost sheet. Please see Exhibit A for the list of equipment.

Project Schedule

The successful bidder must provide a detailed schedule that includes production, installation, and training deadlines that will ensure delivery that is the most advantageous to the College.

Facilities and Current Equipment

Physical Enhancement Center (PEC)

The College’s Physical Enhancement Center is approximately 3,600 square feet. The facility serves students, faculty, and staff, and currently houses resistance training and cardiovascular equipment from manufacturers such as Cybex, Life Fitness, Stairmaster, Paramount and Precor.

The free weight and dumbbell area currently includes a full range of completely rubber encased dumbbells (5 to 120 lbs.) and rubberized plates from 2.5 to 45 lbs.

The PEC also provides a full range of cardiovascular equipment including elliptical trainers, treadmills, steppers, rowers, and upright and recumbent bikes.

The resistance training equipment includes a full body circuit, auxiliary machines such as inner and outer thigh, a counterbalanced smith machine, and an adjustable column cable crossover.
Equipment and Specifications

Fitness Center at Campus Town Equipment

Note: Upon award, the College reserves the right to either increase or decrease the quantity of any proposed item, subject to the availability of funds.

Strength Training Equipment

- Olympic Military Bench with weight storage 1
- Olympic Flat Bench with weight storage 2
- Olympic Incline Bench with weight storage 1
- Multiple Adjustable Bench 1
- Smith Machine 1
- Leg Raise (comparable to Life Fitness Signature Leg Raise) 1
- Shoulder Press Machine (comparable to Life Fitness Insignia Series Shoulder Press) 1
- Chest Press Machine (comparable to Life Fitness Insignia Series Chest Press) 1
- Torso Rotation Machine (comparable to Life Fitness Insignia Series Torso Rotation) 1
- Abdominal Crunch Machine (comparable to Life Fitness Insignia Series Abdominal) 1
- Back Extension Machine (comparable to Life Fitness Insignia Series Back Extension) 1
- Leg Curl Machine (comparable to Life Fitness Insignia Series Leg Curl) 1
- Leg Extension Machine (comparable to Life Fitness Insignia Series Leg Extension) 1
- Hip Abduction Machine (comparable to Life Fitness Insignia Series Hip Abduction) 1
- Hip Adduction Machine (comparable to Life Fitness Insignia Series Hip Adduction) 1
- Biceps Curl Machine (comparable to Life Fitness Insignia Series Biceps Curl) 1
- Triceps Press Machine (comparable to Life Fitness Insignia Series Triceps Press) 1
- Standing Calf Machine (comparable to Hammer Strength Select Standing Calf) 1
- Assisted Dip/Chin (comparable to Hammer Strength Select Assist Dip Chin) 1
- Pectoral Fly/Rear Deltoid Machine (*comparable to Life Fitness Insignia Series Fly/Rear Delt*)
- 8 Piece Multi-Station with cable crossover station, 2 lat pulldown stations, 2 Low Row stations, and 2 fully adjustable stations.

**Minimum Specifications**

a. The equipment offered shall be of quality suitable for an active college fitness center. It is expected to be in use an average of approximately 12 hours per days, seven days per week.

b. Cardio equipment must be “full commercial” quality. This level of quality will ensure the longest life in high-use facilities, such as the Fitness Center, by persons of all shapes and sizes, ranging from 100-300 pounds.

c. Strength equipment must also be “full commercial” quality to ensure longest life and to provide for additional benefits particularly important to student-athletes and non-athlete fitness enthusiasts, such as range-limiting motion and heavier weight stacks. The full commercial quality equipment is made with heavy gauge materials and is designed for high-use facilities.

d. All equipment must:
   - Be “selectorized” an include light initial starting weights, with add-on weights
   - Heavy gauge steel in all machines and benches
   - Include all belts and pulleys enclosed for operator protection
   - Include belts of the most durable material; Kevlar composite or equal
   - Information placards on selectorized machines (operating instructions, muscles worked, start/finish position description)
   - Heavy weight upholstery
   - Finish and upholstery colors are to be determined at the time of purchase
   - The College wishes to buy as many products as possible with a recycled/recovered material content. Please provide all pertinent and verifiable information with regard to the amount of post-consumer recycled content in the products you are bidding, including if they meet or exceed EPA procurement guidelines. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide adequate information to enable the College to determine if the product offered meets the requirements of this solicitation. Bidders are encouraged to submit
bids for both products with recycled content, if available, and for products made from virgin materials.

Alternatives

Unless otherwise provided for in this solicitation, the name of a certain brand, make, or manufacturer does not restrict Bidders to the specific brand, make, or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article which the College, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the Bidder’s responsibility to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts, and technical details to enable the College to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive. Unless the Bidder clearly indicates in its proposal that the product offered is an “equal” product, such proposal will be considered to offer the brand name products referenced in the solicitation.

Responsibility of Awarded Vendor

The awarded vendor shall be responsible as follows:

a. For the performance of all work under the contract;

b. For the acts and omission of its employees, agents and/or subvendors in accordance with the Standard Terms and Conditions; and

c. For any damages to buildings or individuals as a result of delivery and installation; also for all damage or destruction, both temporary and permanent caused directly or indirectly by its operations to all part of the project, and to all adjoining property.

Guarantees/Extended Guarantees/Warranties

The awarded vendor shall provide manufacturer’s standard warranty unless otherwise stated in your response; and, shall make all repairs or render service within three (3) days from notice by the College. The awarded vendor’s obligations hereunder are in addition to the vendor’s other express or implied assurances under this contract or College law and in no way diminish any other rights that the College may have against the vendor for faulty materials, equipment or work.

Supervision, Installation Procedures, Vendor Personnel

The vendor shall provide the following installation services:
a. Responsible for all receiving, uncrating, rigging, assembly and installation of all equipment at site.

b. Work shall be performed and completed in accordance with a mutually agreed upon and approved project schedule in coordination with The College of New Jersey and its vendors.

c. The vendor shall supervise, direct the work, be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portion of the work under the contract.

The awarded vendor will be responsible for coordination of movement or transport with all building personnel, vendors, representatives and trades in conjunction with the Project Manager. Furthermore, the vendor will be deemed by submission of its proposal to have acknowledged that it has visited and inspected the Project Site, is fully familiar with access and parking and has taken the same into account in its proposal.

The equipment must be installed in accordance with the agreed upon floor plans and manufacturer’s specifications. An installation plan which conforms to the approved schedule must be submitted by the vendor to TCNJ’s project manager for approval prior to installation.

The vendor shall employ a full-time supervisor. The supervisor shall be in attendance on the project site during the progress of work. The supervisor shall represent the vendor and all communications given to the supervisor shall be binding as if given to the vendor.

All personnel must observe all regulations in effect at the College. While on College property, vendor’s personnel shall be subject to the control of the College, but under no circumstances shall such persons be deemed to be employees of the College. The vendor or its personnel shall not represent themselves as the employees of the College.

The College’s project manager may request both the awarded vendor to transfer from the work crew employees who are found to be incompetent and/or otherwise unacceptable. The awarded vendor shall be responsible for ensure that all articles found by its employees in or near the premises are turned in at a designated place.

The awarded vendor shall furnish each employee with a photo identification card, which shall contain, as a minimum, the employee’s name and the name of the vendor’s firm. The purpose of the I.D. card is for comparison with lists submitted by the awarded vendor. If possible, a photo identification card would be desirable.

The awarded vendor shall require its employees to comply with all instruction issued by the College’s project manager pertaining to conduct and building regulations.

The vendor shall supply all materials and tools necessary to perform its services.
The vendor shall be responsible for all safety precautions while performing the work.

After all work is completed, the area shall be clean from any soil or waste of any nature caused by the vendor during the performance of its services.

The vendor must notify the College’s project manager immediately if fixed items installed at any location conceal an outlet or switch plate and coordinate resolution.

Work performed under this contract must comply with all appropriate OSHA standards.

**Awarded Vendor’s Schedules**

Within ten (10) days of being awarded the Contract, the awarded vendor shall prepare and submit to the College a preliminary progress schedule for the work. The schedule shall not exceed time limits established in the vendor’s submitted proposal. The vendor shall provide for the most expeditious delivery of products and practicable execution of the work.

The vendor’s progress schedule shall indicate dates for commencement and completion of phases of the work, including dates for order placement, shipping, delivery and installation. The progress schedule is subject to review and must be approved and accepted by the College and its agents. Revisions to the schedule shall be submitted to the College within five (5) business days or less as required to meet the needs of the project.

**Storage, Cleaning and Final Clean Up**

The vendor shall confine its apparatus, the storage of its equipment, tools and materials, and its operations and workers to areas permitted by law, ordinances, permits, contract limit lines as established in the contract documents, the rule and regulations of the The College, or as ordered by the Project Manager, and shall not unreasonably encumber the site or the premises with its materials, tools, and equipment.

The vendor shall at all times during the progress of the work keep the premises and the job site free from the accumulation of all refuse, rubbish, scrap materials and debris caused by the operations, so that at all times, the premises and site shall present a neat, orderly and workmanlike appearance. This is to be accomplished as frequently as is necessary by the removal of such material, descries, etc., from the site. Loading, cartage, rigging, hauling and dumping will be at the vendor’s expense. All provisions of removal of waste and waste management shall be provided by the awarded vendor. The College’s dumpsters are not to be used for this purpose.

At the completion of the work, the vendor shall remove all its tools, construction equipment, machinery, temporary staging, false work, formwork, shoring, bracing, protective enclosures, scaffolding, stairs, chutes, ramps, runways, hoisting equipment, elevators, derricks, cranes, etc., from the project site. Further the vendor shall remove all marks, etc. undesirable stains, fingerprints, other soil, dust or dirt from painted, decorated or stained woodwork, plaster or plasterboard, metal acoustic tile, equipment surfaces, and work stations. In the event the vendor, cannot remedy the defects to the College’s satisfaction in the equipment must be replaced with
new product. Should the vendor not promptly properly discharge its obligation relating to cleaning and final clean up, TCNJ shall have the right to employ others and to charge the cost thereof to the vendor after first giving the vendor a three working day written notice of such intent. Further, payment will be withheld until the area is deemed acceptable by the College.

All equipment, materials or supplies of any kind, character or description of value belonging to the vendor which remain on the job site for more than thirty (30) days from the date of final acceptance and completion, shall be come the absolute property of the College. It will be disposed of in any manner the College shall deem reasonable and proper.

On site opening burning of rubbish, garbage, trade waste, leaf or plant life is strictly prohibited in accordance with New Jersey Air Pollution control code as issued by NJDEP.

Vendor Access

The vendor shall have rights of access to those areas of the site designed as work areas.

The vendor shall cooperate with and not interfere with any other vendors engaged by the College to perform services at the site. It is the vendor’s responsibility to resolve, before work commences, any actual or probable jurisdictional disputes which do or may arise. This responsibility extends through relations between and among all trades during any time that work within the scope of this contract is being performed at the site or when trade union members are present.

The vendor shall not enter other areas of the site without permission of the College.

The College reserves the right to enter upon premises at any and all times during the progress of the work and may allow others to do so for the purpose of conducting any routine or specific work unrelated to these specifications.

Delivery and Staging Facilities

The bidder shall furnish a delivery schedule for each type of equipment as to time required for delivery after receipt of order (ARO).

The vendor shall be responsible for all delivery, unloading, rigging, staging, and storage of equipment. The vendor shall notify the College fourteen (14) working days prior to each delivery; the College will provide specific delivery authorization within seven (7) working days prior to the authorized delivery date.

The vendor is responsible for verifying the critical field dimensions of the Project Site. Such vendor must confirm that all equipment ordered can be accommodated by the receiving point, access areas, elevator or hoisting operations, and freight capacities at the building.

All deliveries and installation work shall be performed during regular working hours, 8:30 a.m. to 4:30 p.m., Monday through Friday. Changes may be granted with written approval of the Project Manager. Any work required to be performed after regular working hours or on
Saturdays, Sundays, or legal holiday, as may be reasonably required consistent with contractual obligations, shall be performed without additional expense to the College. The vendor shall obtain approval from the Project Manager for performance of work after regular working hours or non-regular workdays with at least twenty-four (24) hours advance notice.

Packing for shipment shall be provided to adequately protect the product and insure safe shipment.

Shipping cases shall be marked to show the name of the vendor, project name, Project Manager and purchase order number.

The vendor must provide spotted deliveries. A spotted delivery shall include supply, FOB destination delivery, uncrating, rigging, putting in place, assembly, installation, making ready for use and removal of debris.

The vendor shall be responsible for the delivery of product and equipment in first-class condition at the point of delivery, and accordance with good commercial practice.

Product lines supplied must be strictly in accordance with those contained in the contract award.

The vendor shall not proceed with delivery and installation until written approval to commence delivery has been received.

Deliveries shall be made by the delivery date and in quantities ordered.

The vendor shall use a route approved by the College for delivery, unloading, rigging, staging and storage at the project site.

The College shall be responsible for providing that all delivery to final placement shall be free of unanticipated obstacles which might unreasonably impede the vendor during the delivery and installation of the work, but the College shall not be responsible for correcting obstacles which were reasonably anticipatable at the time of execution of the contract.

Permits, Fees and Notices

The vendor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required as of that date.

Inspection and Acceptance of Work

The College shall at all times have access to the work whether it is in preparation or in progress, and the vendor shall provide proper facilities for such access and for inspection. The Project Manager reserves the right to employ the services of a professional consultant for any phase of the work as may be deemed to be in the best interest of the College. The vendor shall cooperate with consultants and provide access to work and facilities for inspections.
The College shall inspect the work upon delivery at mutually agreeable times. Such inspections are for the sole purpose of identifying the product and equipment and verifying the quantities ordered to provide a basis for payment to the vendor. Such inspections shall not construed as final or as constituting acceptance of or taking charge or control over the product or equipment. If there are any apparent defects, damage, deficiencies or failure to conform to the contract documents, the vendor shall promptly remedy the same at its own expense.

Notwithstanding any otherwise applicable provision of law or any such inspections or payment on account of materials, equipment, furnishings and equipment delivered, receipt shall not be construed as acceptance of any product or equipment prior to installation and completion unless specifically accepted in writing by the College.

If any work which has been previously accepted, specifically or by the making of payment on partial completion, is found to have defects, damage, deficiencies, or fails to conform to the contract documents, for any cause not attributable to the College, its Agency or employees, the College may revoke its acceptance. Such revocation shall be made by giving prompt notice of such conditions to the vendor, and the vendor shall promptly remedy the situation at its own expense.

If the College determines that any work requires special inspection, testing, or approval, the College will instruct the vendor to order such special inspection, testing or approval at no additional cost. If such special inspection or testing reveals failure of the work to comply with the requirements of the contract, the College can reject such work and incur no cost relating to such work.

Delay of Project – Storage of Product

In the event, the delivery and installation schedule approved by the College is delayed by events beyond the control of the College, the College shall provide prompt and timely notice, in writing, to the vendor. Prompt and timely notice is defined as written notice being provided to the vendor as soon as the delay becomes fully known to the College.

Upon receipt of this notice of delay, the vendor shall be responsible for rescheduling delivery and installation or, if unable to do so, for storage and all associated storage costs for a period of up to and including sixty (60) days after the original College – approved delivery and installation schedule.

The College shall be responsible for storage costs that exceed sixty (60) days time period. When this is the case, the vendor shall provide a proposal covering a justifiable monthly charge that can be verified to cover these costs.

Post Installation

After installation is completed, the vendor must perform an inspection with the Project Manager and prepare a punch list to include:
a. Installation of every equipment item for damage, defects, malfunctions, improper installation or misplacement, etc.;
b. Inspection and recording of damages to building areas and general office spaces caused by equipment delivery and installation;
c. Product conformance to equipment and installation specifications; and,
d. Missing items.

The vendor must provide the College with compete maintenance instructions from all manufacturers for care and cleaning of equipment. The vendor must provide to the College’s personnel adequate training to instruct them on installation techniques to affect future changes.

Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the College. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the Contract Administrator.

Payments

Payment will be upon submittal of an invoice to Robert Simels, by the Contractor on a net 30 basis unless discount terms are offered. Invoices must include a purchase order number.

Furnish and Install

The items on this bid will be provided on a Contractor furnish and install basis. The Contractor will install the equipment based on a facility layout provided by the College, or chosen from among layout options provided by the Contractor. The delivery date must be coordinated with the Contractor and the College. The Contractor will have the complete responsibility for the items or system until it is in place and working. Any special installation requirements will be submitted with the bid to the College. All transportation and installation arrangements will be the responsibility of the Contractor. Equipment will be delivered directly to the installation site. Delivery notification must be made to the College’s designee at least two (2) work days prior to delivery. All crating and other debris must be removed from the premises. The Contractor will be solely responsible for correcting damage to premises resulting from the installation process. Precautions will be expected to protect all flooring on the delivery and installation path.

Acceptance Tests

After installation and set-up, the Contractor is required to demonstrate that the equipment provided functions properly. Failure to satisfy this acceptance test may result in rejection of the equipment with no financial obligation incurred by the College.
**Accessories and Manuals**

The Contractor shall provide, with each piece of equipment, all spare parts, video tapes, CDs, DVDs, owner’s manuals, and repair manuals.

**Material Safety Data Sheets (MSDS)**

The Contractor shall provide MSDS sheets for all equipment.

**Training**

Pricing must include complete training for College personnel. Training will include proper use of the equipment, daily maintenance procedures, long-term maintenance practices, and available diagnostic evaluations.

**Group Pricing**

The College of New Jersey belongs to or participates in several procurement consortia such as the New Jersey Higher Education Purchasing Association. Please indicate if prices are extended to other New Jersey colleges and universities.

**Quantities and Layout**

Bidders shall propose an equipment layout design for each of the two facilities based on the Bidders’ assessment of the available space and layout. The College will make the final determination of quantities to be purchased and of the layout.

**STATEMENT OF QUALIFICATIONS**

Statement of Qualifications should be presented in the same order as they are listed below. Attachments that amplify responses or provide relevant illustrations are welcome. Restate each question and give your response accordingly.

a. Overview of company including years in business, organizational chart, client list and services provided relevant to this project.
b. Three (3) references that can attest to a project of similar nature, size and scope.
c. Location of main headquarters and all facilities where work will be provided.
d. Detailed project delivery time frame from date of order for each equipment category.
e. Allocation of Fitness Center floor space for equipment layout using the room dimensions provided herein.
f. Equipment supplier must provide in-house delivery teams, no third party delivery company.
g. Equipment supplier must provide in-house service technicians, no sub-contractors.
h. Equipment supplier must provide their plan for maintaining adequate supply of inventory repair parts, and first time visit success rate on repairs.
i. Equipment supplier must provide their 2013 or 2014 manufacturer service certification, which must be at a minimum level 2 or higher, cannot be a basic level.

j. Equipment supplier must utilize a call center to facilitate service call procedures (provide complete contact information: certified team technician’s name, office address, phone number, fax number, email). Detail your call center’s operations process.

k. Equipment supplier will provide a price list of commonly used spare parts.

l. Equipment supplier shall provide detailed documentation and specification on all items bid on to ensure that technical specifications are met.

m. Equipment supplier shall provide documentation and ensure that all provided equipment meets certification and guidelines of ASTM F2276-05 “Active Standard Specification for Fitness Equipment.” Refer to www.astm.org for further information.

n. Equipment supplier must provide the details of their equipment training programs. The College requires a minimum of five (5) in-service training days within the first year [one (1) for students and Athletics and Recreation professional staff; two (2) for TCNJ faculty/staff; and, two (2) for TCNJ physical plant/service maintenance staff]. Provide details and pricing for future training sessions.

o. Equipment supplier must provide documentation from represented manufacturer as proof of being an authorized dealer of that manufacturer’s product for the State of New Jersey for all items bid on.

p. Finish (fabric and paint chips) samples prior to order placement to confirm availability.

q. Recommended facility design layout (or layouts) of the equipment for the Physical Enhancement Center and Athletic Weight Room.

r. Energy/electricity requirements of each item of equipment, where applicable; and

s. The standard or anticipated life expectancy of each item of equipment.

**PRICING**

**Firm Pricing**

All prices bid shall be firm Freight on Board (F.O.B.) delivered and installed to include all costs and not subject to increase during the contract period.

Bidders are encouraged, but not required, to submit bids for all required equipment, nor are Bidders required to submit bids for each type of award scenario (item by item basis, a group of items, or all items). The submittal form allows for variations in equipment pricing based on the type of award.

Bidders are encouraged but not required to provide options with regard to purchase, leasing, or lease-purchase of equipment. For each option addressed, Bidders must provide complete pricing/cost information.

Prices are expected to include freight, any warehousing, installation, and training.
State the offered discount terms if applicable.

As noted previously, alternates will be considered provided they MEET or EXCEED specifications provided.

**Alternative Pricing (Leasing)**

The College will consider options for the leasing and/or a lease-purchase of equipment. Bidders may provide lease pricing as an alternate pricing schedule in addition to The College purchasing the equipment as specified above. If including a lease option, please include all terms, conditions, service covered, and other relevant information of proposed lease.

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

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

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

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

**Term of Contract (Lease Option)**

The initial term of the contract will be three (3) years for the period commencing July 1, 2015, through June 30, 2018. The College may, at its discretion, renew the Contract after the initial period for one (1) or two (2) additional one (1) year terms.

**EVALUATION CRITERIA**

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. It is the vendor’s responsibility to provide necessary information for each evaluation criteria. The college reserves the right to request additional information as deemed necessary. The criteria are not necessarily listed in order of importance:

a. Experience and success on similar projects
b. Adherence to technical specifications including proposed equipment.
c. Equipment – floor plan of the College’s allocation. Vendor must use the provided floor plan measurements and show how their equipment will fit into the requested section with ample space allowing students to move freely from any obstruction or hazard.

d. Ability to meet delivery schedule for the date of order

e. Project cost

f. Service – ability to meet the service and maintenance operation support requirements.

g. Current manufacturer service certifications

h. Equipment standards/safety certifications.

i. Financial stability of the bidder including length of time in business

j. Responsiveness to terms and conditions

k. Training program

l. Warranty terms

m. Authorized dealer verification

Oral Presentation and/or Clarification of Bid Proposal

After the submission of bid proposals, unless requested by the College as noted below, bidder contact with the College is still not permitted.

The bidder may be required to give an oral presentation to the College concerning its bid proposal. The College may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the College’s discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the College in this regard should not be construed to imply acceptance or rejection of a bid proposal. The assigned Director of Purchasing buyer is the sole point of contact regarding any request for an oral presentation or clarification.

Bid Discrepancies

In evaluating bid proposals:

a. Discrepancies between words and figures will be resolved in favor of words.

b. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.

c. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
d. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.

e. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

Award of Proposal

The College reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the College will not be considered in the evaluation of proposals. The College reserves the right to cancel this bid or reject any or all proposals in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the College. Should the College determine in its sole discretion that only one Bidder is fully qualified, or that one Bidder is clearly more qualified than any other under consideration is, a contract may be awarded to that Bidder without further action.
EXHIBIT A

Equipment to be moved from PEC to New Fitness Center

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Quantity</th>
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<tbody>
<tr>
<td>45lb Weight lifting bars</td>
<td>9</td>
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<tr>
<td>Star Trac Inspiration Adjustable Abdominal Bench</td>
<td>2</td>
</tr>
<tr>
<td>Star Trac Inspiration Multi Adjustable Bench</td>
<td>2</td>
</tr>
<tr>
<td>Star Trac Inspiration 45 Degree Back Extension</td>
<td>1</td>
</tr>
<tr>
<td>Star Trac Utility Bench</td>
<td>1</td>
</tr>
<tr>
<td>Star Trac S-Series Total Body Trainer Plus</td>
<td>8</td>
</tr>
<tr>
<td>Bosu Balance Trainer</td>
<td>2</td>
</tr>
<tr>
<td>Plyobox</td>
<td>1</td>
</tr>
<tr>
<td>Kettle Bells Set</td>
<td>1</td>
</tr>
<tr>
<td>Medicine Ball Set</td>
<td>3</td>
</tr>
<tr>
<td>Star Trac Inspiration Dual Adjustable Pulley</td>
<td>2</td>
</tr>
<tr>
<td>Legend 3203 Power Rack</td>
<td>1</td>
</tr>
<tr>
<td>Star Trac E-Series Recumbent Bike</td>
<td>4</td>
</tr>
<tr>
<td>York Spring Collars</td>
<td>12</td>
</tr>
<tr>
<td>Hudson Steel Pin Loaded Leg Press</td>
<td>2</td>
</tr>
<tr>
<td>Star Trac Tilt Seat Calf Raise - Plate Loaded</td>
<td>1</td>
</tr>
<tr>
<td>Star Trac E-Series Climber</td>
<td>4</td>
</tr>
<tr>
<td>York 3 Tier Tray Dumbell Rack</td>
<td>2</td>
</tr>
<tr>
<td>Dumbell Rack</td>
<td>1</td>
</tr>
<tr>
<td>York Kettle Bell Stand</td>
<td>1</td>
</tr>
<tr>
<td>Hudson Steel Stand for Fixed Barbells</td>
<td>2</td>
</tr>
<tr>
<td>York Single Sided Weight Tree</td>
<td>4</td>
</tr>
<tr>
<td>Hudson Steel Exercise Ball Rack</td>
<td>2</td>
</tr>
<tr>
<td>Star Trac S-Series Club Treadmill</td>
<td>8</td>
</tr>
<tr>
<td>Star Trac E-Series Upright Bike</td>
<td>5</td>
</tr>
<tr>
<td>York Double Hex Dumbell Set 5 - 110lbs</td>
<td>1</td>
</tr>
<tr>
<td>20-110lb York Rubber Fixed Pro Curl Barbell Set</td>
<td>1</td>
</tr>
<tr>
<td>20-110lb York Rubber Fixed Pro Straight Barbell Set</td>
<td>1</td>
</tr>
<tr>
<td>Bumber Plates 5 - 45lb</td>
<td>1</td>
</tr>
<tr>
<td>Detecto Eye-Level Beam Scale</td>
<td>1</td>
</tr>
<tr>
<td>Star Trac Preacher Curl Bench</td>
<td>1</td>
</tr>
</tbody>
</table>
**COST SHEET**

Please review all the specifications on the previous page(s) and complete the following cost sheet in its entirety. 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.

<table>
<thead>
<tr>
<th>Qty</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
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<tbody>
<tr>
<td></td>
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<td></td>
<td>STRENGTH TRAINING EQUIPMENT</td>
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<tr>
<td>1</td>
<td></td>
<td></td>
<td>Olympic Military bench w/storage</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
<td></td>
<td>Olympic Flat bench w/storage</td>
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<tr>
<td>1</td>
<td></td>
<td></td>
<td>Olympic Incline bench w/storage</td>
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<td>1</td>
<td></td>
<td></td>
<td>Multiple Adjustable bench</td>
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<tr>
<td>1</td>
<td></td>
<td></td>
<td>Smith machine</td>
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<tr>
<td>1</td>
<td></td>
<td></td>
<td>Leg Raise</td>
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<td>1</td>
<td></td>
<td></td>
<td>Shoulder Press machine</td>
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<td>1</td>
<td></td>
<td></td>
<td>Chest Press machine</td>
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<td>1</td>
<td></td>
<td></td>
<td>Torso Rotation machine</td>
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<tr>
<td>1</td>
<td></td>
<td></td>
<td>Abdominal Crunch machine</td>
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<td>1</td>
<td></td>
<td></td>
<td>Back Extension machine</td>
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<td>1</td>
<td></td>
<td></td>
<td>Leg Curl machine</td>
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<td>1</td>
<td></td>
<td></td>
<td>Leg Extension machine</td>
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<td>1</td>
<td></td>
<td></td>
<td>Hip Abduction machine</td>
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<td>1</td>
<td></td>
<td></td>
<td>Hip Adduction machine</td>
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<td>1</td>
<td></td>
<td></td>
<td>Biceps Curl machine</td>
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<td>1</td>
<td></td>
<td></td>
<td>Triceps Press machine</td>
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<td>1</td>
<td></td>
<td></td>
<td>Standing Calf machine</td>
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<td>1</td>
<td></td>
<td></td>
<td>Assisted Dip/Chin</td>
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<td>1</td>
<td></td>
<td></td>
<td>Pectoral Fly/Rear DeltoidmMachine</td>
<td></td>
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<tr>
<td>1</td>
<td></td>
<td></td>
<td>8 Piece Multi-Station</td>
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<td>OPTIONAL:</td>
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<td></td>
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<td>Relocation of existing equipment from</td>
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<td></td>
<td></td>
<td></td>
<td>Packer Hall to Campus Town</td>
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<td></td>
</tr>
</tbody>
</table>

**GRAND TOTAL**

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

- Desired Delivery Date: Summer 2015
- 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:
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

Firm Name:__________________________________________________________

Signature:___________________________________________________________

Title:______________________________________________________________

Date:______________________________________________________________
NON-COLLUSION STATEMENT

Date: __________________________

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

To Whom It May Concern:

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

Signature:____________________________________________________________________

Corporate Seal:

Attest by: ____________________________________________________________________

Sworn to and subscribed before me this ______day of ________, 20____.
My commission Expires: __________________________________________________________________

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED
STOCKHOLDER DISCLOSURE

Firm Name: __________________________________________________________

Address: __________________________________________________________

City/State/ZIP: ______________________________________________________

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

Complete affidavit at bottom of form.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Street</th>
<th>City/Twp</th>
<th>County</th>
<th>State</th>
<th>Zip</th>
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</thead>
<tbody>
<tr>
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President of the Firm (Type or print name)          Telephone Number

I certify that (check applicable blanks):

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

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

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

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

Signature of Authorized Representative

Name_________________________________________            Title:_______________

Witnessed by____________________________________   Date:______________

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

Background Information

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

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 (“E.O. 117”), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.

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

Instructions for Completing the Forms

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

Part 1: VENDOR INFORMATION

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

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

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

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

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.
INFORMATION AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms


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

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

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

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

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

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

Date of Contribution – Indicate the date of the contribution.

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

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

Contributor Name – Enter the full name of the contributor.

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

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

Part 4: CERTIFICATION

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

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

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

Enter the full name of the person authorized to complete the certification and disclosure, the person’s title or position, date and telephone number.
USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- **“Vendor”** means the contracting entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part 1: Vendor Information

Full Legal Business Name (Including trade name if applicable)

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

Address 1
Address 2
City State Zip Phone

Vendor Email

Vendor FEIN


I hereby certify as follows:

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

   a) Within the preceding 18 months, the below-named person or organization has not made a contribution to:

      (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor;
      (ii) Any State, county, municipal political party committee; OR
      (iii) Any legislative leadership committee.

   b) During the term of office of the current Governor(s), the below-named person or organization has not made a contribution to:

      (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR
      (ii) Any State, county or municipal political party committee nominating such Governor in the election preceding the commencement of said Governor's term.

   c) Within the 18 months immediately prior to the first day of the term of office of the Governor(s), the below-named person or organization has not made a contribution to:

      (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR
      (ii) Any State, county, municipal political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

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

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

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

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

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

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

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

(CHECK ONE BOX A, B or C)

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

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

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

Signed Name ____________________________ Print Name ____________________________

Phone Number ____________________________ Date ____________________________

Title/Position ____________________________

Agency Submission of Forms

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

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____________________________ Waiver Number: _______________________________

I hereby certify and say:

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

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

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

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

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

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

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

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

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

Contractor: ____________________________________________

[Name of Organization or Entity]

By:_____________________________________ Title: _______________________________

Print Name:______________________________ Date:_______________________________
MACBRIDE PRINCIPLES FORM

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

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

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

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

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

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

Signature:_____________________________________________________________________

Print Name:___________________________________________________________________

Title:_____________________________________________________________________

Firm Name:_________________________________________________________________

Date:________________________
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.**

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

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

Full Name (Print): __________________________________________  Signature: ______________________

Title: __________________________________________  Date: ______________________
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 LAW - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed by and construed in accordance with the laws of the State of New Jersey. The laws of the State of New Jersey shall determine the rights and obligations of the parties hereto.

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

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

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

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

D. Certification and Disclosure of Political Contributions – Pursuant to N.J.S.A. 19:44A-20.14 et seq (P.L. 2005, C 51 and EO no. 117), The College is prohibited from entering into contracts exceeding $17,500 with individuals or entities that made certain political contributions. Prior to awarding any contract or agreement, the vendor shall submit the Certification and Disclosure form to The College, for review and approval by the State Treasurer or his designee, certifying that no contributions prohibited by either Chapter 51 or Executive Order 117 have been made by the vendor and reporting all contributions the vendor made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.

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

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

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

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

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

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

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

2. LIABILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.4 TERMINATION OF CONTRACT
A. Change of Circumstances:
   1. Where the circumstances or needs of the College significantly change or the contract is otherwise deemed no longer to be in the public interest, the Contracting Officer may terminate the contract.
   2. The vendor must, where practicable, be given 30 days written notice and an opportunity to respond.

B. For Cause:
   1. Where a vendor fails to perform or comply with a contract and fails to comply with the College's complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Contracting Officer may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for the vendor to respond.
   2. When a vendor executes a contract poorly as evidenced by formal complaint, late delivery, and poor performance of service, short-shipping etc., the Contracting Officer may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for response. In exceptional situations the Contracting Officer may reduce the period of notification and discretionary dispense with an opportunity to respond.

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

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

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

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

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

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

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

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

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

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

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

G. All services rendered to the College shall be performed in strict and full compliance with the specifications of the contract.
   1. A service contract shall not be considered complete until final approval by the College is rendered.
   2. Payment for services rendered may not be made until final approval is given by the College.

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

I. Bid and Performance Security
   a. Bid Security – If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
      1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier’s check drawn to the order of The College of New Jersey.
      2. The College will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the College will:
         a. Issue an award notice for those offers accepted by the State;
         b. Return all bond securities to those who have not been issued an award notice.

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

   b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
1. The contractor shall be required to furnish an irrevocable security in the amount listed in the bid or Request for Proposal payable to The College of New Jersey, binding the contractor to provide faithful performance of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 PAYMENT TO VENDORS - Payments for goods and/or services purchased by the College will only be made after receipt of contracted items and approval of the invoice for payment. The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

New Jersey Prompt Payment Act – The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency’s receipt of a properly executed invoice or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the College prior to processing any payments for goods and services accepted by the College. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds $5.00 per properly executed invoice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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