PURPOSE AND INTENT OF PROPOSAL:
Solicit proposals for a firm to provide desktop delivery of office supplies for The College of New Jersey.

INSTRUCTIONS TO BIDDERS FOR COMPLETING THIS PROPOSAL

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

MANDATORY TO BE COMPLETED BY VENDOR

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

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

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

To be published on June 14, 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 Office Supplies (AB150049).

The College will accept sealed bids until 2:00 p.m., Thursday, July 2, 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.

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

1) **PURPOSE AND INTENT:**
   a) The purpose of this Request for Proposal (RFP) is to secure a firm to provide desktop delivery of office supplies for The College of New Jersey.
   
b) The College will award the contract within sixty (60) days from the date of the proposal opening. The College reserves the right to reject any and all proposals. In the event that proposals are rejected, the College may elect to re-bid this contract, if it is deemed to be in the best interest of the College.
   
c) The College retains the right to award contracts to two or more vendors in the event it is determined to be in the best interest of the College.
   
d) The College retains the right to waive any informality or to reject any or all bids or to cancel this solicitation without obligation and for any reason, in part or in its entirety.

2) **DEFINITIONS:**
   a) **Addendum** – Written clarification or revision to this RFP issued by The College of New Jersey Purchasing Department.
   
b) **Bidder** – An individual or business entity submitting a bid proposal in response to this RFP.
   
c) **The College or College or TCNJ** – The College of New Jersey
   
d) **Contract** – This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP, as accepted by the institution.
   
e) **Contractor** – The bidder awarded a contract resulting from this RFP.
   
f) **The Institution(s)** – Any of higher education institution within the State of New Jersey.
   
g) **May** – Denotes that which is permissible but not mandatory.
   
h) **Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a bid proposal as materially non-responsive.
   
i) **Should** – Denotes that which is recommended but not mandatory.
   
j) **State** – State of New Jersey
   
k) **Bid** – Response submitted by bidder in response to a publicly issued solicitation.
   
l) **RFP or Request for Proposal** – Document outlining a scope of work, specifications, etc. inviting potential bidders to submit a proposal to provide such products and/or services.
3) **PROPOSAL/BID PREPARATION AND SUBMISSION**

Questions:
All questions must be submitted in writing via email (mehler@tcnj.edu) or fax (609-637-5140) to Mark Mehler, Finance & Business Services, The College of New Jersey, no later than June 19, 2015 at 4 p.m.
Should any questions be received, an addendum will be posted on the Office of Finance & Business Services website (www.tcnj.edu/~budfin/) no later than June 23, 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, July 2, 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 **Mark Mehler at (609) 771-2859**, 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.
GENERAL SPECIFICATIONS FOR
THE COLLEGE OF NEW JERSEY
OFFICE SUPPLY CONTRACT

INTRODUCTION

The purpose of this solicitation is to solicit proposals from qualified office supply vendors to provide the most efficient and economical system of purchasing office supplies by faculty and staff at the college.

It is the intent of The College of New Jersey to award this contract to one (1) vendor for the supply and desktop delivery of office supplies. The College reserves the right to award this contract to one or more vendors if deemed to be in the best interest of the College.

Background:

The College of New Jersey (TCNJ) is a highly selective institution that has earned national recognition for its commitment to excellence. Founded in 1855, TCNJ has become an exemplar of the best in public higher education and is consistently acknowledged as one of the top comprehensive colleges in the nation. TCNJ currently is ranked as one of the 75 “Most Competitive” schools in the nation by Barron’s Profiles of American Colleges and is rated the No. 1 public institution in the northern region of the country by U.S. News & World Report. TCNJ was named the #10 value in public higher education by the Princeton review in 2009 and, in 2006, was awarded a Phi Beta Kappa chapter—an honor shared by less than 10 percent of colleges and universities nationally.

A strong liberal arts core forms the foundation for a wealth of degree programs offered through TCNJ’s seven schools—Arts & Communication; Business; Culture and Society; Education; Science; Nursing, Health, and Exercise Science; and Engineering. The College is enriched by an honors program and extensive opportunities to study abroad, and its award-winning First-Year Experience and freshman orientation programs have helped make its retention and graduation rates among the highest in the country.

Known for its natural beauty, the College’s campus is set on 289 tree-lined acres in suburban Ewing Township (map). The College has 39 major buildings, including a state-of-the-art library; 14 residence halls that accommodate 3,600 students; an award-winning student center; more than 20 academic computer laboratories; a full range of laboratories for nursing, microscopy, science, and technology; a music building with a 300-seat concert hall; and a collegiate recreation and athletic facilities complex. TCNJ has a full-time undergraduate enrollment of approximately 6,200 students (95 percent from New Jersey).

CONTRACT REQUIREMENTS

Products:

At a minimum, the vendor will be required to offer the products (or their equivalent) listed in Attachment A, (“Core Item List”).
No substitutions of the brand items ordered will be permitted without the prior approval of the College.

The purchase of The College’s paper supply will be included as part of this contract. While all types of paper are to be available through the vendor, The College desires that one type of paper be supplied at a discount and that this become the standard paper for The College of New Jersey. Each vendor is required to submit pricing for both standard paper as well as recycled paper. Recycled paper shall have a total weight consisting of not less than 30% secondary waste paper material and with not less than 15% of its total weight consisting of post-consumer waste paper material.

The purchase of The College’s toners and ink cartridges will also be included as part of this contract. The vendor must also carry remanufactured toners and cartridges as well as a means for accepting recycled units.

**Restricted Items:**
Interiors/furniture, print/documents, facility resources and technology items shall also be included as part of this contract, but shall be established as restricted and not available for general purchase by The College’s users without an administrative override. The general categories shall be office furniture and computer hardware and software. Office furniture shall be restricted with the exception of smaller items such as file cabinets, desk lamps, and other incidentals. Computer hardware and software shall be restricted with the exception of small incidentals such as mice, disks, and minor peripherals. Specific items shall be identified and restricted upon award of the contract with the successful vendor. Additional restricted items are as follows:

- Reception Items (Food and Beverages)
- Telecommunications & Information Technology Equipment, Supplies, & Services
- Media Equipment / Services
- Stationery and Business Cards
- Graphics and Printing
- Individual Items Costing over $2,500
- Personal Purchases

The successful vendor should be able to add or delete restricted items both by category and individual item from their website upon request.

**Order Placement:**
The College must be able to place orders by internet, telephone, facsimile and mail. Internet ordering shall be the primary ordering means for this contract.

At no additional cost to The College, the vendor must be able to provide an integrated on-line ordering system for use at The College of New Jersey. This must be a fully functional system complete with on-line catalogue, individual user names and passwords for ensured security, and TCNJ provided custom cost centers. Please describe, in detail the company's computerized systems capabilities including on-line ordering.
**Delivery:**
All items must be delivered directly to the requesting office (desktop delivery). It will be the responsibility of all proposers to become familiar with the campus in order to ascertain any delivery difficulties. The successful vendor will be responsible for following all College rules and regulations, including driving and parking requirements. Driving on campus walkways is prohibited at all times.

All deliveries must be made from specified vendor or service vehicle spaces.

All delivery costs must be included.

All items will be FOB destination.

The Contractor must make deliveries within no less than a forty eight (48) hour period, weekends and official state holidays excluded. To illustrate:

<table>
<thead>
<tr>
<th>Orders placed at 4pm on:</th>
<th>Delivered no later than 4pm:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Wednesday</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Thursday</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Friday</td>
</tr>
<tr>
<td>Thursday</td>
<td>Monday</td>
</tr>
<tr>
<td>Friday</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Saturday</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Sunday</td>
<td>Tuesday</td>
</tr>
</tbody>
</table>

**Billing:**
The successful vendor must be able to submit invoices electronically to The College of New Jersey and accept payment by check, ACH or credit card.

A consolidated billing by college department account number must be provided by the contractor. Net 30 is the standard payment terms. Discounts for early payment terms or electronic payment may be submitted for proposal enhancements.

**Catalog:**
A catalog must be supplied by the contract vendor upon request from each department. The contractor must supply a sufficient numbers of catalogs for ease of ordering, complete with unit of measure, etc. Catalogs are to be provided at no additional cost to the College. The catalog may list stock and non stock items separately, or discounts may be extended equally on all items.

**Special Order Items:**
Each proposer must be able to accept stock and add to their inventory any special order items that they would not specifically have access to. At this time, no products fall into this category, but The College reserves the right to add additional items as required.

**Returns:**
**Customer Service:**
The vendor must be able to provide Telephone Sales Support/ Customer Service during normal business hours, Monday through Friday.

The Vendor must provide a single point of contact, Account Representative, which will be responsible for all aspects of Managing the contract.

The Vendor’s Account Representative will be required to meet with the College’s designated contract administrator periodically to discuss the College’s account, including but not limited to an annual business review. The Vendor Account representative must also be available to respond to questions, inquiries, etc. directly from faculty and staff.

The Vendor will be responsible for training of appropriate staff. Initially it will be necessary to hold a minimum of two (2) classes to register and familiarize the College’s employees with the Vendor’s website and ordering processes.

**Pricing:**
Pricing must be guaranteed firm for one (1) year with annual review thereafter. Any request for prices increases after one year must be submitted 30 days in advance of effective date with documentation from the manufacturer detailing a price increase and/or using the consumer price index as a basis. The College shall receive the full benefit of any manufacturer’s price reductions.

The college reserves the right to survey the market for comparable prices prior to any cost increase or at any time. Competitive prices will be deemed comparable when they come from similar product catalogues or sales venues. This does not include retail store specials or sales, mail order sales items or catalogues, special promotions, shipping taxes, etc. Upon notification of competitive pricing, the contractor must lower their prices to match the competitive situation and/or provide a substitute item at the lower price.

Price matching – Should the College find the price of an item available for a lower price (inclusive of shipping, taxes, etc.) for the exact same item, the vendor must lower their price of that item to match.

If discount prices are not listed on their website or catalog, bidders must indicate how departments will be informed of the final cost of ordered items, after all discounts have been taken.

The College desires a substantial discount on the attached “Core Item List” (attachment A) of the most frequently purchased items as well as a standard discount for all other items offered by your firm. Should items on the contract list be specific to our current vendor or not available to you for another reason, please provide a substitute item and pricing. Upon request, The College will provide an electronic version of this pricing sheet.

In addition to the prices for the contracted items, please indicate any discount being offered for other items being ordered through your catalogue and website. Bidders should provide their catalogue,
link to their website or other medium in order for the college to review and evaluate non-core items and the proposed discounts on these non-core list items.

The College will not consider discount pricing with margin floors. All pricing discounts must be indicated discount off of list price, with no margin floor.

**Reports:**
The following reports must be submitted upon request to the contract administrator, including but not limited to:
(1) Re-cap Report - Must include department, product description, quantity, cost and extended total;
(2) Fill Rate Report - Must include department, order number, date of receipt of order and delivery date to College
(3) Ordering Method Report – Must include order method, dollar volume, % of overall purchases, and industry comparison. This report must be able to be broken down by department and individual as well.
(4) Interaction Type Report – Must include an analysis of all calls for service and breakdowns on the reasons for the call placement. This report must be able to be broken down by department and individual as well.
(5) Product Category Report - Must include product categories, dollar volume, % of overall purchases, and industry comparison. This report must be able to be broken down by department and individual as well.
(6) Merchandise Class Report - Must include merchandise class categories, dollar volume, % of overall purchases, and industry comparison. This report must be able to be broken down by department and individual as well.
(7) Other sales and usage related reports as needed.

**ORDER BREAKDOWN**
Approximately (60) percent of our annual purchases have been of contracted items.

Approximately (97) percent of our orders are placed over the internet.

The average order size is approximately $165.

There are approximately 88 administrative offices and 42 academic offices for a total of 130 that may be ordering office supplies.

Approximate sales history:
   FY 2012 - $270,398
   FY 2013 - $299,597
   FY 2014 - $310,853

Approximate percent of total purchases during FY 2014:
   Office Products– 37%
   Ink & Toner – 21%
   Paper – 26.5%
   Facility Resources – 2.5%
INCENTIVES
The College seeks rebate incentives for Electronic Ordering, Order Sizes and Annual Sales Volume.

(1) Please include details of any and all rates and/or incentive programs being offered to The College, in addition to those listed below.
(2) For Electronic Ordering Incentives, the rebate percentage should be a direct correlate to the percentage of orders placed via electronic means and may be calculated quarterly or biannually.
(3) Order Size Incentives should provide an additional discount for orders over a certain dollar volume (these is no minimum order size under this contract).
(4) Annual Sales Volume Incentives should provide revenue back to The College if sales meet certain levels; this can be a tiered incentive.
(5) Payment terms – discounts or rebates for payment terms such ACH payment, credit card payment, early payment, etc.

Preference will be given to those proposals that offer rebates opposed to pricing discounts.

Please include all details in your proposals.

QUALIFICATIONS
Ability to provide online ordering system.

Vendors shall be of known reputation and shall have sufficient qualified personnel and equipment to perform adequately the prescribed service as per specifications.

Vendors must have a minimum of 3 years experience in providing office supplies to at least one (1) higher education institution.

Vendors shall submit evidence of qualifications to meet all requirements as required.

EVALUATION CRITERIA
Pricing of Core List Items
Pricing/discount for non-contracted items
Rebates and Incentives
Ability to provide a user friendly and technologically advanced internet ordering site
Qualifications - Proven ability to provide services based on experience, references and any other evidence of satisfactory service to higher education institutions.
SPECIAL TERMS AND CONDITIONS

Any specialized equipment required by the vendor to perform the services under this contract shall be provided at no additional cost to The College of New Jersey.

The vendor shall demonstrate that he/she has satisfactorily performed similar services and that he/she has facilities to properly fulfill all of the services required.

A list of institutions and names and telephone numbers of contact persons presently under contract for this type of service shall be submitted with the proposal where indicated on the" Vendor Qualification Sheets". Failure to submit these references may cause the proposal to be declared non-responsive.

The vendor shall not sell, transfer, assign or otherwise dispose of this contract to any third party for the performances of their work.

The vendor shall not subcontract any part of this contract without prior, written approval from the Treasurer or his/her designee.

Prospective vendors should visit the site and completely familiarize themselves with The College location and how to locate all areas within The College.

The College of New Jersey reserves the right to cancel this contract at any time upon thirty (30) days written notice to the vendor.

The vendor shall comply with all State laws and city ordinances and all rules and regulations of health, public and/or other authorities controlling or limiting the methods, the materials to be used or the actions of those engaged in work of this kind. Right to Know specifications will be supplied for all products requiring them.

Any labor or material in addition to that described herein necessary to comply with these laws, rules, ordinances, or regulations shall be performed and furnished by the vendor.

The vendor shall also be required to submit a specific transition plan should your company replace the existing incumbent contractor. The transition plan must provide for uninterrupted service to The College.

During the period of the contract or the extension thereof, The College of New Jersey reserves the right to add or delete specific products at the prevailing contract prices.

If, for any reason, the vendor cannot provide supplies needed by The College of New Jersey, the College reserves the right to call-in another supplier.

The College of New Jersey reserves the right to bid and procure separately any products under this contract.

The vendor shall comply with all procedural instructions that may be issued from time to time by the Treasurer or his/her designee.
The vendor, or his/her authorized representatives, shall meet periodically with College staff to discuss the services and to make amendments or changes in procedures and operations as may be found necessary.

There will be a meeting with the successful vendor and The College of New Jersey prior to the start of the contract. At this time, the vendor shall submit a plan of operation to The College of New Jersey.

The vendor shall comply with any and all Federal, state and local laws now in effect or hereinafter promulgated which apply to the operations herein specified.

By submitting a proposal, the proposer covenants and agrees that he/she has satisfied himself/herself from his/her own investigation of other conditions to be met, that he/she fully understands his/her obligations and that he/she will not make any claim for or have right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information.

All personnel shall observe all regulations in effect at The College of New Jersey. While on College property, the vendor's employees shall be subject to control of the College, but, under no circumstance, shall such persons be deemed to be employees of the College. The vendor or his/her personnel shall not represent themselves as employees of the State of New Jersey.

The College may request the vendor to transfer employees who are found to be incompetent, prone to excessive tardiness, absenteeism, or theft.

The term of this contract shall commence on or about August 1, 2015 through June 30, 2018 with the option for two one-year extensions.

The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the College for payment of any money shall arise unless and until funds are made available each year to The College of New Jersey.

During the period of the contract or the extension thereof, the College reserves the right to add or delete specific products or services to this Agreement and/or to the Contract Item List. Vendor will be given seven (7) days notice to effect request change.

Vendor’s obligation 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.

**PROPOSAL PREPARATION**

Attachment A contains the Core Item List and provides the volume for the most recent year. Bidders are to provide pricing for each item; failure to provide pricing for each item may render a proposal as non-responsive.
Bidders may use the provided volume as a gauge to anticipated usage but the College makes no guarantee of any future volume for any item on the Core Item List or any other item.

For each item, bidders may provide pricing for (a) the exact item specified or (b) an alternate brand item that is equal or better in quality. Vendors must indicate make and model in the space provided.

Any other discounts, incentives, rebates, etc. should be indicated on the enclosed Cost Sheet (Attachment B); additional sheets or information may be included as needed.
<table>
<thead>
<tr>
<th>Product #</th>
<th>Product Description</th>
<th>Vendor</th>
<th>UOM</th>
<th>QTY</th>
<th>Price</th>
<th>QTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>00789</td>
<td>STORAGE BOX 12X10X15 WT</td>
<td>FELLOW</td>
<td>CT</td>
<td>8</td>
<td></td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>5160</td>
<td>LBL 1X2-5/8 WHT LSR 3000PK</td>
<td>AVERY</td>
<td>BX</td>
<td>36</td>
<td></td>
<td></td>
<td>36</td>
</tr>
<tr>
<td>5366</td>
<td>FILE LBL 1/3 WHT LSRUN 1200</td>
<td>AVERY</td>
<td>BX</td>
<td>13</td>
<td></td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>05785</td>
<td>1” ECONOMY VIEW WHITE 12PK</td>
<td>AVERY</td>
<td>CT</td>
<td>18</td>
<td></td>
<td></td>
<td>18</td>
</tr>
<tr>
<td>8503</td>
<td>SUNWORKS CNSTR ASST 9X12 50PK</td>
<td>M &amp; M</td>
<td>PK</td>
<td>171</td>
<td></td>
<td></td>
<td>171</td>
</tr>
<tr>
<td>11900</td>
<td>INSERT PLSTC STB COLOR 1PK</td>
<td>AVERY</td>
<td>ST</td>
<td>190</td>
<td></td>
<td></td>
<td>190</td>
</tr>
<tr>
<td>11907</td>
<td>INSERT PLSTC 2PKT 8TB COLR 1PK</td>
<td>AVERY</td>
<td>ST</td>
<td>53</td>
<td></td>
<td></td>
<td>53</td>
</tr>
<tr>
<td>15948</td>
<td>DISINFECTING WIPES LEMON 75CT</td>
<td>CLOROX</td>
<td>EA</td>
<td>28</td>
<td></td>
<td></td>
<td>28</td>
</tr>
<tr>
<td>07271</td>
<td>TISSUE FACL BOUTIQ 6P</td>
<td>UNAVAI</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31144</td>
<td>CHALK WHITE 12CT BOX</td>
<td>PRANG</td>
<td>BX</td>
<td>358</td>
<td></td>
<td></td>
<td>358</td>
</tr>
<tr>
<td>37634</td>
<td>FILE LBL 1/3 WHT LSR/IJ 1500</td>
<td>AVERY</td>
<td>BX</td>
<td>13</td>
<td></td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>05785</td>
<td>2ND NATURE PAD CAN 8.5X11 - 12PK</td>
<td>TOPS</td>
<td>DZ</td>
<td>30</td>
<td></td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>77510</td>
<td>BOOK EXAM 12SHT WIDE BE</td>
<td>ROARIN</td>
<td>EA</td>
<td>250</td>
<td></td>
<td></td>
<td>250</td>
</tr>
<tr>
<td>80102</td>
<td>PUSHPINS 3/8” POINT 5 HEADCLR</td>
<td>SPARCO</td>
<td>BX</td>
<td>46</td>
<td></td>
<td></td>
<td>46</td>
</tr>
<tr>
<td>81505</td>
<td>EXPO DRY ERASER</td>
<td>EXPO</td>
<td>EA</td>
<td>53</td>
<td></td>
<td></td>
<td>53</td>
</tr>
<tr>
<td>88010</td>
<td>QUICKFIT RR VIEW BNDR 1” WE</td>
<td>STRIDE</td>
<td>EA</td>
<td>38</td>
<td></td>
<td></td>
<td>38</td>
</tr>
<tr>
<td>86620</td>
<td>QUICKFIT RR VIEW BNDR 1.5” WE</td>
<td>STRIDE</td>
<td>EA</td>
<td>29</td>
<td></td>
<td></td>
<td>29</td>
</tr>
<tr>
<td>97002</td>
<td>STOREN GO 40# 3PK USB DRIVE</td>
<td>VERBAT</td>
<td>PK</td>
<td>21</td>
<td></td>
<td></td>
<td>21</td>
</tr>
<tr>
<td>98188</td>
<td>DRIVE USB MINI FLASH 32GB</td>
<td>MEMORE</td>
<td>EA</td>
<td>13</td>
<td></td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>112000</td>
<td>HP MULTI-PURPOSE 8.5X11 REAM</td>
<td>HP</td>
<td>RM</td>
<td>120</td>
<td></td>
<td></td>
<td>120</td>
</tr>
<tr>
<td>501402</td>
<td>CHALK ANTI-DUST WHITE 12CT</td>
<td>GRAYOL</td>
<td>BX</td>
<td>208</td>
<td></td>
<td></td>
<td>208</td>
</tr>
<tr>
<td>804526</td>
<td>ERASER FOR DRY ERASE &amp; CHALK</td>
<td>QUARTE</td>
<td>EA</td>
<td>30</td>
<td></td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>903115</td>
<td>GP CERTIFICATE COVER NAVY 5CT</td>
<td>GREAT</td>
<td>PK</td>
<td>144</td>
<td></td>
<td></td>
<td>144</td>
</tr>
<tr>
<td>903117</td>
<td>GP CERTIFICATE COVER BLACK 5CT</td>
<td>GREAT</td>
<td>PK</td>
<td>32</td>
<td></td>
<td></td>
<td>32</td>
</tr>
<tr>
<td>963070</td>
<td>GP CERT GOLD CHANNEL FOIL 12CT</td>
<td>GREAT</td>
<td>PK</td>
<td>57</td>
<td></td>
<td></td>
<td>57</td>
</tr>
<tr>
<td>1865845</td>
<td>JETSTRM BT LBL BOLD BLUBLK DZ</td>
<td>UNI-BA</td>
<td>DZ</td>
<td>17</td>
<td></td>
<td></td>
<td>17</td>
</tr>
<tr>
<td>0387BD03AA</td>
<td>TONER GRP-19 47K YLD BK</td>
<td>CANON</td>
<td>EA</td>
<td>5</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>054901-CTN</td>
<td>ASPEN 30 20# 8.5X11 CS</td>
<td>BOISE</td>
<td>CT</td>
<td>53</td>
<td></td>
<td></td>
<td>53</td>
</tr>
<tr>
<td>117016P-CMT</td>
<td>CORNELL BLACK FRAME 8.5X11</td>
<td>UNIEK</td>
<td>EA</td>
<td>53</td>
<td></td>
<td></td>
<td>53</td>
</tr>
<tr>
<td>260-18</td>
<td>MASKING TAPE 18MMX55M</td>
<td>SCOTCH</td>
<td>RL</td>
<td>168</td>
<td></td>
<td></td>
<td>168</td>
</tr>
<tr>
<td>17-178</td>
<td>PERM MARKER LRG CHISEL PT BLK</td>
<td>AVERY</td>
<td>EA</td>
<td>40</td>
<td></td>
<td></td>
<td>40</td>
</tr>
<tr>
<td>029002350GD</td>
<td>CERTIFICATE HOLDER DARK BLUE</td>
<td>JM COM</td>
<td>PK</td>
<td>46</td>
<td></td>
<td></td>
<td>46</td>
</tr>
<tr>
<td>368-14NB</td>
<td>ROUND RING VINYL BINDER BLK 1”</td>
<td>WILSON</td>
<td>EA</td>
<td>45</td>
<td></td>
<td></td>
<td>45</td>
</tr>
<tr>
<td>38520PP</td>
<td>SHARPI CHISEL ASSORTED 8 PACK</td>
<td>SHARPI</td>
<td>ST</td>
<td>78</td>
<td></td>
<td></td>
<td>78</td>
</tr>
<tr>
<td>415215</td>
<td>HANG FILE FLDR ST QN LTR 25CT</td>
<td>PENDAF</td>
<td>BX</td>
<td>35</td>
<td></td>
<td></td>
<td>35</td>
</tr>
<tr>
<td>5591AD8PK</td>
<td>POST-IT EASSEL PAD 6PK</td>
<td>POST-1</td>
<td>PK</td>
<td>9</td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>5591AD8PK</td>
<td>POST-IT EASSEL PAD 6PK</td>
<td>POST-1</td>
<td>PK</td>
<td>9</td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>5591AD8PK</td>
<td>POST-IT EASSEL PAD 6PK</td>
<td>POST-1</td>
<td>PK</td>
<td>9</td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>98691</td>
<td>FILING TABS 2X1.5 ASSTD 24PK</td>
<td>POST-1</td>
<td>PK</td>
<td>30</td>
<td></td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>910-001354</td>
<td>WIRELESS PRESENTER R400</td>
<td>LOGITE</td>
<td>EA</td>
<td>17</td>
<td></td>
<td></td>
<td>17</td>
</tr>
<tr>
<td>9510AS</td>
<td>PAPER 9.5X11 BLK CLN EDGE 20#</td>
<td>ENTERP</td>
<td>CT</td>
<td>8</td>
<td></td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>9674-16C</td>
<td>ALOE SANITIZER PUMP BOX</td>
<td>PURELL</td>
<td>EA</td>
<td>35</td>
<td></td>
<td></td>
<td>35</td>
</tr>
<tr>
<td>AKT80LE</td>
<td>3M ADJUSTABLE KEYBOARD AKT80LE</td>
<td>3M</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>C2P01FN#140</td>
<td>HP INK 951 CMY/950XL BLK CMY PCK</td>
<td>HEMET</td>
<td>EA</td>
<td>5</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>C4844A</td>
<td>HP INK 10 BLACK</td>
<td>HP</td>
<td>EA</td>
<td>10</td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>C4911A</td>
<td>HP INK 82 CYAN</td>
<td>HP</td>
<td>EA</td>
<td>10</td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>C4912A</td>
<td>HP INK 82 MAGENTA INK CARTRIDGE</td>
<td>HP</td>
<td>EA</td>
<td>11</td>
<td></td>
<td></td>
<td>11</td>
</tr>
<tr>
<td>C4913A</td>
<td>HP INK 82 YELLOW INK CARTRIDGE</td>
<td>HP</td>
<td>EA</td>
<td>10</td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Brand</td>
<td>Unit</td>
<td>Quantity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>-------------------------------</td>
<td>-------</td>
<td>------</td>
<td>----------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C7115A</td>
<td>HP TONER C7115A 15A BLK</td>
<td>HP</td>
<td>EA</td>
<td>31</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9361WN#140</td>
<td>HP INK 93 TRI CLR</td>
<td>HP</td>
<td>EA</td>
<td>91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9362WN#140</td>
<td>HP INK 92 BLK</td>
<td>HP</td>
<td>EA</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9364WN#140</td>
<td>HP INK 98 BLK</td>
<td>HP</td>
<td>EA</td>
<td>51</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9512FN#140</td>
<td>HP INK 92/93 COMBO BLK/CLR</td>
<td>HP</td>
<td>EA</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9514FN#140</td>
<td>HP INK 98 TWIN BLK</td>
<td>HP</td>
<td>PK</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9720A</td>
<td>HP TONER C9720A BLK</td>
<td>HP</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9723A</td>
<td>HP TONER C9723A MAG</td>
<td>HP</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9361WN#140</td>
<td>HP INK 93 TRI CLR</td>
<td>HP</td>
<td>EA</td>
<td>91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9362WN#140</td>
<td>HP INK 92 BLK</td>
<td>HP</td>
<td>EA</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9364WN#140</td>
<td>HP INK 98 BLK</td>
<td>HP</td>
<td>EA</td>
<td>51</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9512FN#140</td>
<td>HP INK 92/93 COMBO BLK/CLR</td>
<td>HP</td>
<td>EA</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9514FN#140</td>
<td>HP INK 98 TWIN BLK</td>
<td>HP</td>
<td>PK</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9720A</td>
<td>HP TONER C9720A BLK</td>
<td>HP</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9723A</td>
<td>HP TONER C9723A MAG</td>
<td>HP</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9361WN#140</td>
<td>HP INK 93 TRI CLR</td>
<td>HP</td>
<td>EA</td>
<td>91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9362WN#140</td>
<td>HP INK 92 BLK</td>
<td>HP</td>
<td>EA</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9364WN#140</td>
<td>HP INK 98 BLK</td>
<td>HP</td>
<td>EA</td>
<td>51</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9512FN#140</td>
<td>HP INK 92/93 COMBO BLK/CLR</td>
<td>HP</td>
<td>EA</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9514FN#140</td>
<td>HP INK 98 TWIN BLK</td>
<td>HP</td>
<td>PK</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9720A</td>
<td>HP TONER C9720A BLK</td>
<td>HP</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9723A</td>
<td>HP TONER C9723A MAG</td>
<td>HP</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9361WN#140</td>
<td>HP INK 93 TRI CLR</td>
<td>HP</td>
<td>EA</td>
<td>91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9362WN#140</td>
<td>HP INK 92 BLK</td>
<td>HP</td>
<td>EA</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9364WN#140</td>
<td>HP INK 98 BLK</td>
<td>HP</td>
<td>EA</td>
<td>51</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9512FN#140</td>
<td>HP INK 92/93 COMBO BLK/CLR</td>
<td>HP</td>
<td>EA</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9514FN#140</td>
<td>HP INK 98 TWIN BLK</td>
<td>HP</td>
<td>PK</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9720A</td>
<td>HP TONER C9720A BLK</td>
<td>HP</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9723A</td>
<td>HP TONER C9723A MAG</td>
<td>HP</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9361WN#140</td>
<td>HP INK 93 TRI CLR</td>
<td>HP</td>
<td>EA</td>
<td>91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9362WN#140</td>
<td>HP INK 92 BLK</td>
<td>HP</td>
<td>EA</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9364WN#140</td>
<td>HP INK 98 BLK</td>
<td>HP</td>
<td>EA</td>
<td>51</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9512FN#140</td>
<td>HP INK 92/93 COMBO BLK/CLR</td>
<td>HP</td>
<td>EA</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9514FN#140</td>
<td>HP INK 98 TWIN BLK</td>
<td>HP</td>
<td>PK</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9720A</td>
<td>HP TONER C9720A BLK</td>
<td>HP</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9723A</td>
<td>HP TONER C9723A MAG</td>
<td>HP</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9361WN#140</td>
<td>HP INK 93 TRI CLR</td>
<td>HP</td>
<td>EA</td>
<td>91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9362WN#140</td>
<td>HP INK 92 BLK</td>
<td>HP</td>
<td>EA</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9364WN#140</td>
<td>HP INK 98 BLK</td>
<td>HP</td>
<td>EA</td>
<td>51</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9512FN#140</td>
<td>HP INK 92/93 COMBO BLK/CLR</td>
<td>HP</td>
<td>EA</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9514FN#140</td>
<td>HP INK 98 TWIN BLK</td>
<td>HP</td>
<td>PK</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9720A</td>
<td>HP TONER C9720A BLK</td>
<td>HP</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9723A</td>
<td>HP TONER C9723A MAG</td>
<td>HP</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9361WN#140</td>
<td>HP INK 93 TRI CLR</td>
<td>HP</td>
<td>EA</td>
<td>91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9362WN#140</td>
<td>HP INK 92 BLK</td>
<td>HP</td>
<td>EA</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9364WN#140</td>
<td>HP INK 98 BLK</td>
<td>HP</td>
<td>EA</td>
<td>51</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9512FN#140</td>
<td>HP INK 92/93 COMBO BLK/CLR</td>
<td>HP</td>
<td>EA</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9514FN#140</td>
<td>HP INK 98 TWIN BLK</td>
<td>HP</td>
<td>PK</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9720A</td>
<td>HP TONER C9720A BLK</td>
<td>HP</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9723A</td>
<td>HP TONER C9723A MAG</td>
<td>HP</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9361WN#140</td>
<td>HP INK 93 TRI CLR</td>
<td>HP</td>
<td>EA</td>
<td>91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9362WN#140</td>
<td>HP INK 92 BLK</td>
<td>HP</td>
<td>EA</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9364WN#140</td>
<td>HP INK 98 BLK</td>
<td>HP</td>
<td>EA</td>
<td>51</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9512FN#140</td>
<td>HP INK 92/93 COMBO BLK/CLR</td>
<td>HP</td>
<td>EA</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C9514FN#140</td>
<td>HP INK 98 TWIN BLK</td>
<td>HP</td>
<td>PK</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item Code</td>
<td>Description</td>
<td>Quantity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>--------------------------------------------------</td>
<td>----------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM02772</td>
<td>ECON VW BINDER WHITE 0.5&quot;</td>
<td>46</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM02871</td>
<td>OMX FOLDER 2PKT 3P ASST 24PK</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM02862</td>
<td>FOLDER 2 POCKET LT BLUE 25PK</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM02866</td>
<td>FOLDER 2 POCKET YELLOW 25PK</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM02977</td>
<td>OMX DUR VW 1&quot; BINDER BLUE</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM02968</td>
<td>OMX DURVIEW* BDR NOGLARE WHIT</td>
<td>55</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM03245</td>
<td>BOTTLE ENVELOPE MOISTENER</td>
<td>29</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM03741</td>
<td>OMX FILLER PAPER 100CT CR</td>
<td>107</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM03742</td>
<td>OMX FILLER PAPER 100CT WR</td>
<td>77</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM03747</td>
<td>OMX FILLER PPR 10.5X8 100CT CR</td>
<td>202</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM04737</td>
<td>OMX DUR VW 1&quot; BINDER BLUE</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM05443</td>
<td>OMX FILLER PPR 300CT CR 10.5X8</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM07491</td>
<td>RY2015 ZOMX MN DESK PAD 22X17</td>
<td>122</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM09179</td>
<td>INDEX DIV MULTICLR 8TAB 3 PACK</td>
<td>29</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM07010</td>
<td>YELLOW PENCILS #2 -12CT</td>
<td>36</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM07059</td>
<td>TAPE DISPENSER DESKTOP 1&quot; CORE</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM07187</td>
<td>HANGING FLDR LTR/5 RECYCLE 25</td>
<td>64</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM07310</td>
<td>OMX LEGAL PAD WHT 5X8 12PK</td>
<td>39</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM07319</td>
<td>OMX LEGALPADWHT LTR 8.5X11 12PK</td>
<td>73</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM07508</td>
<td>NAMEBADGE CLIP 3X4 40PK</td>
<td>60</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM07553</td>
<td>STAPLER FULL STRIP BLACK</td>
<td>60</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM07666</td>
<td>FOLDERS FILE LTR-SIZE ASSTD</td>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM07679</td>
<td>STRAIGHT SCISSORS BLACK</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM09035</td>
<td>3X5 RULED WH INDEX CRDS 500PK</td>
<td>33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM09216</td>
<td>STANDARD STAPLES-3PK</td>
<td>37</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM09272</td>
<td>SMALL BINDER CLIPS 3/8&quot;144PK</td>
<td>29</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM09440</td>
<td>WOOD RULER W/METAL EDGE 12&quot;</td>
<td>48</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM09568</td>
<td>FILE BOX CLR/BLK</td>
<td>42</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM09801</td>
<td>BINDER CLIPS MINI BLACK 60PK</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OM09803</td>
<td>BINDER CLIPS MED BLACK 24PK</td>
<td>29</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MX9001</td>
<td>X-9 COPY PAPER 8.5X11&quot; RM WE</td>
<td>1,798</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MX9001-CTN</td>
<td>10-REAM CASE X-9 11&quot;</td>
<td>950</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MX9001-JR</td>
<td>X-9 8.5X11 JR CTN</td>
<td>41</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MX9004</td>
<td>CASCADE COPY PAPER LEGAL</td>
<td>28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MX9004-CTN</td>
<td>PAPER XEROX WE 8.5X14 20#</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q1406A</td>
<td>PAPER COATED 42 X150</td>
<td>22</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q2612A</td>
<td>HP TONER Q2612A 12A BLK</td>
<td>36</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q2612D</td>
<td>HP TONER Q2612D 12A BLK 2PK</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q2613A</td>
<td>HP TONER Q2613A 13A BLK</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q5942A</td>
<td>HP TONER Q5942A 42A BLK</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q7581A</td>
<td>HP LJ CYAN TONER CART Q7581A</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RK152-1/3</td>
<td>RICYCL FLDR 11 PT/3 CUT LTR</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TZE-231</td>
<td>BRTHT LT BLK ON WHT 1/2&quot;</td>
<td>37</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**GRAND TOTAL:**
**COST SHEET**

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core Items (total, per Core Item List)</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td>Discount on non-core items</td>
<td></td>
</tr>
<tr>
<td>(attach additional sheets as needed)</td>
<td></td>
</tr>
<tr>
<td>Incentives/Rebates:</td>
<td></td>
</tr>
<tr>
<td>Electronic Ordering</td>
<td></td>
</tr>
<tr>
<td>Order Size</td>
<td></td>
</tr>
<tr>
<td>Sales Volume</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>(attach additional sheets as needed)</td>
<td></td>
</tr>
</tbody>
</table>

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: ________________________

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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

I certify that (check applicable blanks):

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

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

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

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

Signature of Authorized Representative

Name_________________________________________  Title:____________________

Witnessed by______________________________  Date:____________________

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

Background Information

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

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

Two-Year Certification Process

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

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

Instructions for Completing the Forms

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

Part 1: VENDOR INFORMATION

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

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

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

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

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


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

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

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

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

Name of Recipient Entity – Enter the full name of the recipient entity.
Address of Recipient Entity – Enter the recipient entity’s street address.
Date of Contribution – Indicate the date of the contribution.
Amount of Contribution – Enter the amount of the reportable contribution.
Type of Contribution – Select the type of contribution from the list provided.
Contributor Name – Enter the full name of the contributor.
Relationship of Contributor to the Vendor – Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

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

Part 4: CERTIFICATION

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

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

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

Enter the full name of the person authorized to complete the certification and disclosure, the person’s title or position, date and telephone number.


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

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

- **Vendor** means the contracting entity.

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

- **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

General Information  
For AGENCY USE ONLY

Solicitation, RFP or Contract No.  
Award Amount

Description of Services

Agency Contact Information

Agency  
Contact Person

Phone Number  
Agency Email

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
      Any State, county, municipal political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

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

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

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

Contributor Name

Relationship of Contributor to the Vendor

Contributor Address

City __________________________ State __________ Zip ________

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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship to Bidder/Offeror</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Activities</td>
<td></td>
</tr>
<tr>
<td>Duration of Engagement</td>
<td>Anticipated Cessation Date</td>
</tr>
<tr>
<td>Bidder/Offeror Contact Name</td>
<td>Contact Phone Number</td>
</tr>
</tbody>
</table>
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)  
   (African-American, Hispanic, Asian, and/or Native American) 
   YES  NO 

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

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

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

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

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

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

**VENDOR QUALIFICATIONS.**

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

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

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

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

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

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

      Yes__________  No__________

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

      Yes__________  No__________

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

      Yes__________  No__________

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

      Yes__________  No__________

Firm Name:__________________________________________________________

Signature:__________________________________________________________

Title:______________________________________________________________

Date:_______________________________________________________________
GENERAL TERMS AND CONDITIONS

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

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

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

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

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

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

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

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

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

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of Revenue 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 instrumentality, 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.