Proposals will be due on Monday, August 10, 2015 at 2 p.m.

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

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

PURPOSE AND INTENT OF PROPOSAL:
Solicit proposals for a firm to provide Multifunctional Printer/Copier/Scanner/Fax Machine Lease, service and supply inclusive (excluding paper).

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 July 19, 2015. Contact person regarding placement of ad is Roselle Horodeski (609) 771-2495.

________________________________________________________________________

ADVERTISEMENT FOR BIDS

Under the provisions of the State College Contracts Law, Chapter 64 of Title 18-A, The College of New Jersey is soliciting proposals for Multifunctional Printer/Copier/Scanner/Fax Machine Lease, service and supply inclusive (excluding paper) (AB160003).

The College will accept sealed bids until 2:00 p.m., Monday, August 10, 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 (www.tcnj.edu/~budfin/bids.html).

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

1) **PURPOSE AND INTENT:**

   a) The purpose of this Request for Proposal (RFP) is to secure a firm to provide Multifunctional Printer/Copier/Scanner/Fax Machine Lease, service and supply inclusive (excluding paper).

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

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

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

2) **DEFINITIONS:**

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

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

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

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

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

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

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

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

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

   j) **State** – State of New Jersey

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

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

Questions:
All questions must be submitted in writing via email (horodesk@tcnj.edu) or fax (609-637-5140) to Roselle Horodeski, Finance & Business Services, The College of New Jersey, no later than July 23, 2015 at 4 p.m. **If an addendum is issued and 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: Monday, August 10, 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.
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 Stephen Scaffa at (609) 771-2214, 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.

h) 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.

i) 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.

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

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

5) **PROPOSAL EVALUATION:**

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

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

a) Experience of the vendor in the commodity being bid.

b) The ability of the vendor to efficiently, accurately, and successfully perform the required services essential to this contract. The vendor's performance history with regards to these services will be used in the evaluating whether or not to award the contract to that vendor.
c) A vendor's response to all specification requirements in sufficient detail for the evaluator(s) to analyze the proposal and make sound judgments about it.

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

e) Oral presentation and/or Clarification. A bidder may be required to give an oral presentation to the institution concerning its bid proposal. The institution may also require a bidder submit written responses to questions regarding the bid proposal. The purpose of such communication with bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify its bid. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way.
The College of New Jersey
Multifunction Printer-Copier-Scanner-FAX (MFP)
Specifications

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SECTION 1 - OVERVIEW

DEFINITIONS and ABBREVIATIONS

*MFP* or *MFD* represents multifunction printer-copier-scanner-fax device.

*Authentication credentials* represents user identification code/username and password.

*Bidder* represents the company providing a proposal.

*College* refers to The College of New Jersey.

*College’s MFP Project Manager* is the project manager representing the College that has been assigned to oversee the replacement of the College’s current MFP fleet.

*Department MFP Contact* is the person, in each College department that has a MFP, who is responsible for placing MFP field service calls, recording MFP meter reads, resolving basic MFP problems and answering basic MFP questions.

*IT* refers to the College’s Information Technology Department.

*MFP fleet* refers to the MFPs at the College, either the current MFP fleet at the College or the new MFP fleet provided by Vendor to the College, as indicated.

*NTS* refers to the College’s Network and Technical Services Department.

*Region* is the geographic area (states, counties) included in the Bidder’s company region/regional organization that would be directly responsible for providing sales support, fleet lease, service and supply inclusive (excluding paper) programs and MFP Device Management solution(s) to the College.

*Vendor* is the company that is awarded the contract to provide a new MFP fleet to the College.

*Vendor’s MFP Project Manager* is the project manager representing the Vendor that has been assigned to oversee the installation of the College’s new MFP fleet.

STATEMENT of PURPOSE and INTENT

The College's current lease of MFPs and service and supply inclusive (excluding paper) contract ends January 31st 2016.

The College intends to engage in a contract for:

- a MFP fleet lease,
- a MFP service and supply inclusive (excluding paper) program,
- a MFP device management solution(s).

SECTION 2 - COMMUNICATION and COLLEGE CONTACTS

COMMUNICATION

Bidders are to direct all communication to the College’s Finance and Business Services Office Contact. The College’s Finance and Business Services Office Contact is:

- Roselle Horodeski
  - Professional Services Specialist
  - The College of New Jersey
  - The Office of Finance and Business Services
  - 201 Administration Services Building (ASB)
  - 2000 Pennington Road, PO Box 7718, Ewing, New Jersey 08628-0718
  - horodesk@tcnj.edu, 609-771-2894 Fax: 609-637-5140

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SECTION 3 - COLLEGE BACKGROUND INFORMATION

COLLEGE DESCRIPTION
The College is a state college with approximately 7,340 students, approximately 734 full and part time faculty, and approximately 678 full and part time staff. Additional information about the College, including a campus map, can be found at http://tcnj.pages.tcnj.edu/ and http://today.tcnj.edu/about.

BUSINESS HOURS
General business hours for most departments are 8:30 AM to 4:30 PM Eastern Time, Monday through Friday. Some business and academic departments (ex. Library) are open additional hours including weekends. Library hours vary and can be found at http://library.pages.tcnj.edu/about-the-library/hours-of-operation/.

COMPUTER NETWORK ENVIRONMENT
The College currently utilizes Microsoft Active Directory. The College has a mixed environment where Windows/Mac personal computers and Unix/Linux devices are on the College’s network and print to the MFPs. Wireless devices can also print to MFPs in the Library. Students, faculty and staff can use a mobile device, ex. smart phone and laptop computer, to print wirelessly to a print queue and release the print job at the MFP. Additional information about the College’s computer network environment can be found at http://nts.pages.tcnj.edu/.

COMMERCE AND SECURITY MANAGEMENT SYSTEMS
The Blackboard software system is used for commerce and security management.

CAMPUS TCNJ ID CARD
The College uses TCNJ ID Card for identification, commerce and security management. These “GetIt” Cards are PVC/Poly composite with 2750 oerstead high energy magnetic stripe cards. The College is using track 2 of this 3-track stripe.

CURRENT MFP ENVIRONMENT
MFP Fleet
The College currently leases a fleet of 125 Canon MFPs.

Services and Supplies
The College has a service and supply (excluding paper) inclusive program based on a black and white cost per print/copy/image, and a color cost per print/copy/image.

Printing, Copying, Scanning and Faxing using MFPs
Printing is enabled in all MFPs. Copying is enabled in all MFPs except MFPs in various academic departments’ computer labs/classrooms. Copying is disabled in these MFPs.

Faculty and staff have the capability to scan from an MFP to email in black and white, and color in their departments and in several locations in the Library. One-touch scanning is utilized by several departments.

Faculty and staff have the capability to send and receive a fax where their department’s MFP has a Fax board.
Print and Copy Management
The College has a PrintSense print and copy management program. This program utilizes PaperCut MF to track prints and copies, and for cost recovery of printing and copying. PaperCut MF interfaces with the College’s Blackboard system. The College currently has 10,000 PaperCut MF licenses. PaperCut MF utilizes netZtouch pads at MFPs in 15 MFP locations in the Library. PaperCut MF utilizes Windows/Mac personal computers in several academic departments’ computer labs/classrooms on 17 MFPs. It is the intent of the College to continue using the existing PaperCut MF software, licenses and netZtouch pads. The College’s PaperCut MF and netZtouch business partner is ITC Systems. Information about ITC Systems can be found at http://www.itcsystems.com/.

Information about PrintSense can be found at http://printing.pages.tcnj.edu/. Additional information about PaperCut MF can be found at http://www.papercut-mf.com/. Information about netZtouch pads can be found at http://www.papercut-mf.com/tour/copier-control-terminals/netztouch/.

Students
Students swipe their TCNJ ID Cards (GetIt Cards) or use authentication credentials using PaperCut MF netZtouch pads at MFPs in several locations in the Library to print and copy.

Students use authentication credentials at a Windows/Mac personal computers in several academic departments’ computer labs/classrooms to print.

PaperCut MF links to Blackboard and determines if there are funds available in the student’s Blackboard “GetIt” account to pay for these prints and copies. If no funds are available for the print or copy, a message appears on the PaperCut MF netZtouch pads or Windows/Mac personal computers indicating this, and the print or copy is not allowed.

Faculty and Staff
Faculty and staff use personal identification numbers (PINs) in some departments when using their department’s MFP to print, copy or scan.

Faculty and Staff use authentication credentials using PaperCut MF netZtouch pads in several locations in the Library to print and copy.

Faculty and Staff use authentication credentials at Windows/Mac personal computers in several academic departments’ computer labs/classrooms to print.

SECTION 4 - GENERAL TERMS and CONDITIONS
Provided by College’s Finance and Business Services Office.

SECTION 5 - OBJECTIVES and REQUIREMENTS

SCOPE of WORK
The scope of work includes providing the College with:
- a MFP fleet lease,
- a MFP service and supply inclusive (excluding paper) program,
- a MFP device management solution(s).
The goals of this scope of work are to:

- keep imaging costs to a minimum,
- match MFPs to end user and business needs,
- provide end user satisfaction and efficiency,
- provide timely, responsive, consistent service,
- gain the highest value possible for the College’s investment,
- provide time saving, efficient management tools,
- provide environmentally friendly MFPs.

COSTS

The following cost structure is to be proposed by the Bidder using provided Cost Sheet:

- a three year MFP fleet total lease cost and an itemized monthly MFP fleet lease cost for the term of the contract,
- a service and supply inclusive (excluding paper) program based on actual volumes, no monthly minimum:
  - cost per actual print/copy/image made – black and white,
  - cost per actual print/copy/image made – color,
- a MFP device management solution(s) cost including software, hardware, implementation, training, technical support and service.

In addition, the College requests monthly MFP unit lease cost for each type of unit in the event the College needs to increase or decrease the number of MFPs in the MFP fleet as outlined in Section 5 – Objectives and Requirements, Additions, Relocation and Removal of MFPs, and Section 12 – Addendums, Addendum B – MFP Specifications Outline.

TECHNICAL SPECIFICATIONS

Bidders are to submit proposals based on the following MFP specifications, with the additional specifications as identified in Section 12 – Addendums, Addendum B – MFP Specifications Outline. Bidders are to confirm their understanding of these specifications and the ability to provide these specifications. Bidders are to provide any additional information regarding how they will meet or exceed these required technical specifications.

MFP Fleet

The new MFP fleet will consist of an estimated 128 MFP’s. The specifications for the new MFP fleet are outlined below and in Section 12 – Addendums, Addendum B – MFP Specifications Outline.

MFP Specifications for All MFPS

All MFPS’ are required to have the following specifications:

GENERAL

- be new, latest and most up-to-date models that are currently being manufactured at the time of bid, not a demonstration MFP, not a floor MFP model, not reconditioned, not a used MFP, not a previously owned MFP, and not a discontinued model,
- have an easily readable label on the top of the MFP with the MFP’s serial number, service and supplies telephone number(s),
- all MFPs proposed must be of the same manufacturer or brand.
PRINTING and COPYING
- perform black and white print and copy,
- be double-sided/two-sided (duplex) copying/printing capable,
- have enlargement, reduction, zoom and collate capabilities.

SCANNING
- scan in black and white, and color,
- color scanning to network location and email,
- have one-touch scanning capabilities,
- be TWAIN compliant,
- have scan and send to email as a PDF capabilities,
- be OCR enabled.

FINISHING, COLLATING and STAPLING
- include a finisher that collates and staples.

PAPER USED and PAPER CAPACITY
- be able to print and copy on paper using 30% post-consumer-waste (PCW) recycled multipurpose paper (96 bright, 20 lb.) paper,
- have the ability to run 65 lb. card stock,
- be able to print and copy on the College’s letterhead paper which includes VIA 25% Cotton Recycled, and Capital Bond 25% Cotton with 30% post-consumer-waste (PCW),
- have auto-feed functionality, top document feeder, cabinet, copy tray,
- have an adjustable bypass paper tray,
- be envelope capable using the adjustable bypass paper tray,
- for MFPs with speeds of 45 PPM or less
  o have a minimum of four (4) 500 or more sheets of paper each, front loading paper drawers/cassettes, with no manual paper dials,
- for MFPs with speeds of 50 PPM or more,
  o have a minimum of two (2) drawers/cassettes with 1,000 or more sheets of paper each drawer/cassette and two (2) additional drawers/cassettes with 500 or more sheets of paper each drawer/cassette, front loading paper drawers/cassettes, with no manual paper dials,
  o have drawers/cassettes that open automatically with the press of a button, or open by pulling the draw/cassette towards your body,
  o have drawers/cassettes with the ability to accommodate letter (8.5” x 11”), legal (8.5” x 14”) and ledger/tabloid (11” x 17”) paper with no manual paper dials, with auto detect of paper size.

SECURITY and TRACKING
- have secure print capabilities, including the ability to use authentication credentials to prevent unauthorized access to MFPs and provide secure/confidential printing and copying,
- provide “rules based” printing and copying. Examples include:
  o limit the number of prints or copies made by individual or department per month(s) or year,
  o automatically print in duplex, economy mode, or gray scale,
  o restrict color output,
- have a mail box function for the storage, retrieval and reproduction of documents and images,
- at the end of the term of the contract, for the new MFP fleet provided by Vendor, at no additional cost to the College,
  o provide physical destruction of all MFP fleet hard disk drives (HDD), with certifying paperwork, and replace all MFP fleet hard disk drives (HDD)
  OR
The College of New Jersey
Multifunction Printer-Copier-Scanner-FAX (MFP)
Specifications

- provide all MFP fleet hard disk drives (HDD) removal and delivery to the College’s MFP Project Manager, and replace all MFP fleet hard disk drives (HDD)
- OR
- purge all HDD data on all of the MFP fleet hard disk drives (HDD) in accordance with the Department of Defense standard (DoD 5220.22-M) or Department of Defense standard at the time the MFP fleet is removed at the end of the contract, with certifying paperwork.

NETWORK REQUIREMENTS
- MFPs will be on the College’s computer network and need to integrate with the College’s network as outlined in Section 3 - College Background Information, Computer Network Environment, and therefore have a network adapter/network interface card (NIC) minimum of 10/100/1000 Base T/TX,
- Vendor is responsible for providing the College with MAC Address assigned to the network adapters/network interface cards (NICs) of the MFPs before the MFP fleet is installed.

INTEGRATION with PAPERCUT MF
- MFPs need to be capable of integrating with and be compatible with PaperCut MF software, licenses and netZtouch for print and copy tracking, monitoring and reporting, as outlined in Section 3 - College Background Information, Current MFP Environment; Printing, Copying, Scanning and Faxing using MFPs.
- 15 of the MFPs proposed for the Library
  - need to integrate with the College’s existing PaperCut MF netZtouch pads with pass through,
  - Vendor will use the current existing PaperCut software, licenses and PaperCut netZtouch pads to connect to the new MFPs,
  - Vendor is to provide all the cables, control kits and any additional licenses (other than existing PaperCut MF licenses) necessary to connect 15 Library MFPs to the PaperCut MF netZtouch pads with pass through,
- Bidders may discuss the capabilities of PaperCut MF being embedded on the new MFPs proposed where netZtouch pads are used and provide any associated costs.

EASE of USE and ACCESSIBILITY
- the College wants to standardize on as few MFP models as possible,
- MFPs need to provide large, easy-to-use full-color LCD touch-screen control panels,
  - with consistent, like, as few as possible standard control panel formats,
  - where options are easy to access,
  - with customizable icons,
  - with minimal number of buttons,
  - providing end users with:
    - the ability to execute tasks with speed and confidence,
    - the ability to quickly understand all the options, access exactly what they need, and have confidence their task will execute as planned,
    - screens that provide easy navigation and guide users rather than confuse them,
    - screens that guide users through basic errors (ex. paper jams) and provide corrective actions.

OTHER
- Bidder is to confirm the ability to provide a production, functional, universal post script print driver for all MFPs,
- print driver name and Internet/Web location of driver is to be provided before MFP installation,
- have the ability to turn off copying and scanning,
- support TIFF, JPEG, and PDF file formats with enough memory to adequately handle these types of print and scan jobs,
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Specifications

- be able to support software for content management, document management, indexing, capture and collaboration (ex. Kofax, ImageNow, Nolij, Copernic and Vibe),
- be able to provide print and copy counts via a counter check,
- the majority of MFPs proposed should use standard electrical outlets of 120V AC, 60Hz, 20A NEMA-15 or NEMA 5-20 (note: any other electrical power requirements are considered to be “Special Electrical Requirements")
- have auto wake and sleep, be able to lock users out of MFP for copying and scanning,
- have auto failover feature (i.e. have the ability to eliminate contention problems at a MFP that holds any job needing resources, such as a different paper size, and prints the next job in the print queue without any interference),
- provide easy replacement of toner cartridge.

Additional MFP Specifications for Some MFPs
Additional MFP specifications, options and capabilities are required for some MFPs. These specifications are outlined in Section 12 – Addendums, Addendum B – MFP Specifications Outline and include:

PRINTING and COPYING
- color prints and copies.

PAPER USED and PAPER CAPACITY
- Paper Deck as defined as high capacity auxiliary/external paper deck (external paper feeder for additional capacity, supports letter size 8.5” x 11”, minimum of 2,500 sheets capacity or larger),
- High Capacity Envelope Feeder as defined as additional high capacity envelope feeder (minimum of 50 envelopes capacity or larger),
- use various paper products for printing and copying.

FAXING
- FAX as defined as Fax that sends and receives using the MFP, have Super G3 Fax technology, have Fax to email capabilities.

FINISHING OPTIONS
- paper folding (bi-fold or tri-fold),
- Booklet Finisher as defined as booklet finisher with corner and saddle stapling.

OTHER
- additional memory,
- additional hard disk drive capacity.

SERVICE and SUPPLIES
A complete copy of your proposed service level program is to be included. Bidders are to provide any additional information regarding how they will meet or exceed these service and supply requirements.

Service and Supply Inclusive (excluding paper) Program Definition
Service and supply inclusive (excluding paper) program includes repairs, preventative maintenance, labor, and parts; toner and staples consumables.

Response and Repair Time
Service is to be provided during the College’s business hours as described in Section 3 - College Background Information, Business Hours, within four business hours of the initial service call. MFP repairs are to be
completed by the end of the next business day unless an alternative solution is agreed upon with the Department MFP Contact.

**Service and Supplies Organization**
The Bidder is to maintain their service organization and the service and supply inclusive (excluding paper) program and not be subcontracted to a third party. Describe your technical support organization, field service technicians, systems/network engineers, field service manager, and account manager that you will make available to the College. Define the qualifications of the field service technicians and systems engineers. Bidder is to provide a single point of contact with phone number for submission of service calls and inquiries. Bidder is to provide a single point of contact with phone number for submission of supplies calls and inquiries. Bidder is to discuss the ability to provide a dedicated, on-site field service technician to the College.

**Parts**
Parts are to be inventoried and be available for the MFP fleet throughout the term of the contract with sufficient stock available at all times. If the Vendor cannot provide replacement parts, the Vendor is to replace the MFPs with comparable MFPs at no additional cost to the College. Replacement of MFPs will be at the same terms and conditions, coterminal wrt the end-of-contract date, as the original, and will assume the lease (i.e. not a new lease). No space is available at the College to stock parts in a secure location.

**Preventative Maintenance**
Preventive maintenance is to be provided as per the specifications of the MFPs. Preventive maintenance of each MFP is required at a minimum of once a year.

**MFP Service Reports**
The Vendor is to maintain service reports on all MFPs. A copy of the service report for the MFPs repaired is to be sent to the MFP Project Manager’s email address the day the service is performed.

Bidder is to describe any MFP service metrics and reporting used. Describe and include the following and any additional metrics and reporting used:
- What MFP service metrics do you track and measure?
- What service reports are available to the College?
- Include examples of your service summary and detail reporting as it pertains to the MFP fleet performance, service requests, effectiveness, response time, uptime percentage, model, serial number, install date, location, uptime, labor time, copy and print volume, meter count and other items.

**Service Process and Escalation**
Bidder is to define their service process including the escalation process for service issues.

**Customer Satisfaction**
Bidder is to define the method by which the company measures customer satisfaction and dissatisfaction with Vendor service and MFP performance.

**Customer Survey**
A MFP Customer Survey, written by the College and completed by the Department MFP Contacts, will be conducted by the College periodically and will be used to measure Vendor service and MFP performance.
College and Vendor Meetings
Review meetings with Vendor and representatives of the College will be held at a minimum of twice a year to discuss various MFP fleet and service issues including Vendor and MFPs performance, MFP usage and service reports.

Web-based Tools
Describe your organization’s web-based support tools and capabilities. Detail any customized website that you could provide to the College.

ADDITIONS, RELOCATION and REMOVAL of MFPs
Bidders are to confirm their understanding of these additions, relocation and removal of MFPs requirements. Bidders are to provide any additional information regarding how they will meet or exceed these additions, relocation and removal of MFPs requirements.

Addition of MFPs
The College reserves the right to add MFPs to the MFP fleet provided by Vendor throughout the term of the contract. The cost of the lease will be increased as outlined in Section 5 – Objectives and Requirements, Costs and will be at the same terms and conditions, including end of term of contract date, coterminous, as the original, and will assume the lease (i.e. not a new lease).

Relocation of MFPs
Vendor will provide services needed to relocate on the College’s campus up to 25% of the MFP fleet during the term of the contract at no additional cost to the College. Vendor is responsible for MFP prep for move, relocating the MFP, and post move installation of MFP.

Removal of MFPs
The College reserves the right to eliminate any MFPs from the MFP fleet provided by Vendor throughout the term of the contract. The cost of the lease will be reduced proportionately as outlined in Section 5 – Objectives and Requirements, Costs.

At the end of the term of the contract, the Vendor is responsible for the deinstallation, wrapping and packing, and removing the MFP fleet at no additional cost to the College.

PERFORMANCE REQUIREMENTS and NON PERFORMING MFPs
Bidders are to provide their company’s guidelines and procedures regarding performance requirements and non performing MFPs. Bidders are to provide any additional information regarding how they will meet or exceed these performance and non performing MFPs requirements.

All MFPs provided under this contract are required to perform satisfactorily as defined by operating and producing acceptable, clearly readable, print and copy quality as determined by a representative of the College’s Information Technology Department. If any MFP consistently requires service for any reason, and it is determined by a representative of the College’s Information Technology Department that the problems are not end user error or vandalism, the MFP will be determined to not perform satisfactorily. MFP must perform satisfactorily, as determined by a representative of the College’s Information Technology Department, an average of 95% over a period of 28 days or four consecutive weeks. MFPs not meeting these requirements will be replaced by Vendor with an equivalent MFP at the College’s request at no additional cost to the College.
Replacement of MFPs for unsatisfactory MFP performance issues, will be at the same terms and conditions, including end of term of contract date, coterminous, as the original, and will assume the lease (i.e. not a new lease).

ENVIRONMENTAL and SUSTAINABILITY

Bidder is to include the environmental and sustainability capabilities of the MFPs they are proposing. Examples of environmental and sustainability capabilities include MFPs that:
- comply with any EPA ENERGY STAR programs,
- are energy efficient minimizing the amount of energy the MFPs require,
- are compatible with recycled paper or paper with rapidly renewable content,
- are smaller and lighter,
- reduce carbon footprint, and Green House Gas Emissions (GHGE),
- are designed for remanufacturing, refurbishing, recycling of parts and be part of an equipment demanufacturing program,
- use an organic photoreceptor (if not organic, avoid hazardous metals such as arsenic, cadmium, or selenium),
- minimize use of harmful chemicals and emissions,
- contain materials made with recycled content,
- use minimal packaging and/or arrange for packaging taken back for reuse,
- have any of the ISO 14000 family compliances and certifications,
- support grayscale or some environmentally acceptable print and copy option like Ecofont.

Please list any environmental and sustainability programs within your company and/or the manufacturer of the products you are proposing. Please list any environmental and sustainability programs (Ex. RoHS, Green Procurement, community programs) your company and/or the manufacturer of the products you are proposing are involved in. Bidders are to provide any additional information regarding how they will meet or exceed these required environmental and sustainability specifications.

MFP DEVICE MANAGEMENT

Proposal is to include a description of the MFP device management solution(s) proposed with all costs, installation, software, hardware, training, support and service for MFP device management solution(s). Bidders are to provide any additional information regarding how they will meet or exceed these required MFP device management specifications.

The College needs an Internet/Web based MFP device management solution(s) that includes but is not limited to providing the following abilities to:
- enter meter reads and provide meter read reports,
- retrieve reports detailing MFP usage and service information,
- verify MFP status (i.e. ready to print, copy, scan, fax), settings and errors,
- have the MFP communicate to the Vendor’s service organization indicating an MFP error,
- request service and view active service requests,
- determine MFP paper supply information including sizes and quantity,
- order toner, view toner levels and deliver low-toner notification to the Vendor’s service organization.
DOCUMENTATION
Bidder is to provide an outline of the documentation they will offer the College. Bidders are to provide any additional information regarding how they will meet or exceed these required documentation specifications.

MFP and MFP Device Management Documentation
At a minimum, successful Vendor shall provide MFP documentation for each MFP and the MFP device management solution(s) is to include:

- a user manual in hard copy format,
- an interactive e-Manual if available,
- FAQs, quick reference and troubleshooting guides,
- Internet/Web site with documentation and support tools for each model.

Warranties, Guarantees etc.
Bidder is to describe any warranties, guarantees, etc. for the MFP’s to be provided under this contract.

SECTION 6 - TRAINING, IMPLEMENTATION, DELIVERY and INSTALLATION

TRAINING
Bidder is to provide an outline of the training program they will offer the College. Bidders are to provide any additional information regarding how they will meet or exceed these training requirements.

Training will occur on the College’s Campus. Training time will occur during the College’s work days between 8:00 AM and 4:00 PM Eastern Time, Monday through Friday during the pre through post new MFP Fleet installation.

Pre MFP Fleet Installation
Pre MFP fleet installation training for the MFP Project Manager and IT representatives will be provided by Vendor and will include the following topics:

- the use of all proposed MFP models based on the MFP specifications as outlined in Section 5 – Objectives and Requirements, Technical Specifications and Section 12 – Addendums, Addendum B – MFP Specifications Outline,
- the methods used to place service requests, check the status of service requests, and order toner,
- the use of the MFP device management solution(s) as outlined in Section 5 – Objectives and Requirements, MFP Device Management,
- other relevant topics.

Pre MFP fleet installation training format will include:

- a minimum of one trainer,
- training in front of the MFPs already delivered to the College,
- training in the MFP Project Manager’s office, the IT Conference Room or a similar venue.

During MFP Fleet Installation
During MFP fleet installation, training for the Department MFP Contacts will be provided by Vendor and will include the following topics:
• the use of the department’s MFP(s) based on the MFP specifications as outlined in Section 5 – Objectives and Requirements, Technical Specifications and Section 12 – Addendums, Addendum B – MFP Specifications Outline,
• the methods used to place service requests, check the status of service requests, and order toner,
• the use of the MFP device management solution(s) as outlined in Section 5 – Objectives and Requirements, MFP Device Management,
• other relevant topics.

During MFP fleet installation, training format will include:
• a minimum of two trainers (as it is estimated that two or more MFPs will be installed simultaneously),
• training following the installation of the MFP in the department in front of the MFP,
• training in Department MFP Contact’s office as needed as determined by the College,
• training in a group setting in the auditorium of the Library or a similar venue, as needed as determined by the College.

Post MFP Fleet Installation
A follow-up by the trainers with each Department MFP Contact to resolve any additional MFP training needs is required.

Post MFP fleet installation training for those who could not attend training during installation or have additional questions will be provided by Vendor and will include the following topics:
• the use of their departments MFP(s) based on the MFP specifications as outlined in Section 5 – Objectives and Requirements, Technical Specifications and Section 12 – Addendums, Addendum B – MFP Specifications Outline,
• the methods used to place service requests, check the status of service requests, and order toner,
• the use of the MFP Device Management solution(s) as outlined in Section 5 – Objectives and Requirements, MFP Device Management,
• other relevant topics.

Post MFP fleet installation training format will include:
• a minimum of one trainer,
• training in Department’s office as needed as determined by the College,
• training in a group setting in the auditorium of the Library or a similar venue, as needed as determined by the College.

Additional training may need to be provided at the College’s request additional cost to the College.

Internet/Web Based Training
Provide information about any Internet/Web based training available.

IMPLEMENTATION
Bidder is to describe their MFP implementation plan. Bidders are to provide any additional information regarding how they will meet or exceed these required implementation specifications.

The College’s MFP Project Manager and Vendor’s MFP Project Manager will create a detailed implementation, delivery and installation schedule. All implementation, delivery and installation costs are to be included in the
contract. There will be a period of time, an overlap period, when the new MFPs are being installed and the existing MFPs are being removed before the new contract begins.

DEVELOPMENT AND INSTALLATION

Bidder is to describe their MFP delivery and installation process. Bidders are to provide any additional information regarding how they will meet or exceed these required delivery and installation specifications.

Delivery and installation will occur on the College’s work days between 7:00 AM and 4:00 PM Eastern Time, Monday through Friday.

Delivery of the MFPs and MFP Device Management solution(s) is to be performed by Vendor. Vendor’s implementation team will wear some form of identification (ex. Vendor ID Badges or shirt with Vendor’s name on it) during the implementation process. Vendor to assume liability for damage or harm to College’s property, employees, etc. during MFP installation process.

The installation of the MFP fleet and MFP Device Management solution(s) shall be performed by the Vendor’s technicians who are thoroughly trained and familiar with the products being proposed by Vendor, and who shall have the services of the Vendor’s systems/network engineers available to them whenever requested. At the completion of the installation, the technicians shall thoroughly test the MFP, all MFP specifications and the MFP Device Management solution(s) to assure operation.

Installation guidelines include but are not limited to:
- coordinate with Vendor resources (i.e., warehouse and delivery staff, field service and network technicians, trainers),
- MFP is released to the College for department delivery preparation,
- physical acceptance of MFPs at the College,
- review and confirm MFP specifications by College’s MFP Project Manager and Vendor’s MFP Project Manager,
- sign and keep copies of proof of MFP delivery documents by College’s MFP Project Manager,
- update and manage to-do list/action items/issues and tracking logs,
- coordinate with College department prior to and on the day of delivery,
- coordinate with the College’s NTS and User Support Services departments as requested,
- delivery and installation of MFP in department,
- ensure all MFPs and related components and accessories are accounted for and placed in their designated locations,
- removal and disposal of wrapping and packing materials by Vendor,
- ensure all MFPs are tested and performing as required by the College,
- training in College’s departments and group training,
- review of MFP installations by location.

Pre MFP Fleet Delivery and Installation

Before the MFP fleet installation, the Vendor is to deliver and install several MFPs with print driver(s), as determined by the College, to the College. This will allow the College to test these MFPs and print driver(s).

Before the MFP fleet installation, the MAC Address of NIC is to be provided to the College’s MFP Project Manager for each MFP before the MFP fleet is installed.
SECTION 7 - BIDDER INFORMATION

BIDDER CONTACT
Bidder is to provide Bidder’s company name and address, sales representative with contact information including address, email address and telephone number.

BIDDER PROFILE
Bidder is to provide a corporate profile including but not limited to the following:
- a brief company profile, overview, philosophy, history, structure, products and services,
- the definition of the region serviced by the company,
- the company’s sales for the last three fiscal years,
- the manufacturer’s US market share for the last three fiscal years of the MFPs you are proposing, including but not limited to any Gartner, Dataquest, Magic Quadrant information,
- the company’s research and development information,
- the company’s number of regional full time employees,
- the company’s number of regional full time field service engineers that will be servicing the MFP fleet proposed,
- the company’s number of regional full time systems/network engineers that will be servicing the MFP fleet proposed,
- a list of the company’s project team with brief professional biography for each team member.

CERTIFICATIONS, COMPLIANCES and AWARDS
Bidder is to include any certifications and/or compliances the MFP manufacturer and/or Bidder’s company have or are pursuing, including but not limited to ISO 9000, ISO 14000, and Six Sigma.

Bidder is to include any awards and/or recognition the MFP manufacturer and/or Bidder’s company have been granted over the last three years including but not limited to Bertl, Buyers Laboratory, and AIIM.

BIDDER’S SUPPLEMENTARY INFORMATION
Additional information deemed pertinent by a Bidder may be included. However, the College reserves the right to exclude such information from consideration in evaluating proposals.

SECTION 8 - REFERENCES

Bidders are to provide a minimum of four (4) references with whom Bidder currently provides a MFP fleet lease, and a service and supply inclusive (excluding paper) program. References with similar sized institutions, Higher Education references, and references with similar equipment to what is proposed will be evaluated and scored higher. The following reference information is to be included:
- the name of the institution,
- the institution’s point of contact name, with phone number and email address,
- the number of years Bidder has provided their MFP fleet lease and a service and supply inclusive (excluding paper) program to the institution,
- the manufacturer(s) of the MFPs included in their MFP fleet lease and the service and supply inclusive (excluding paper) program provided to the institution,
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- the number of MFPs of the manufacturer(s) MFPs included in their MFP fleet lease and the service and supply inclusive (excluding paper) program provided to the institution, listed by manufacturer,
- a brief description, synopsis or case study that outlines their MFP fleet lease and the service and supply inclusive (excluding paper) program provided to the institution.

SECTION 9 - PRESENTATIONS

A Bidder presentation, to be held on the College’s Campus, may be requested by the College.

The Bidder may be requested by the College to hold a presentation at the Bidder’s site.

The College will set a date that is mutually acceptable for any presentations. A minimum of one black and white MFP and one color MFP proposed by the Bidder is requested to be demonstrated at any presentations.

SECTION 10 - EVALUATION PROCEDURES and SELECTION of VENDOR

PROPOSAL EVALUATION and SELECTION CRITERIA

Proposals will be evaluated by members of the College’s Information Technology Department and Finance and Business Services Office.

Proposals will be evaluated, and the Vendor will be selected, based on the following weighted evaluation matrix:

MFP BIDDER'S PROPOSALS WEIGHTED EVALUATION MATRIX

<table>
<thead>
<tr>
<th>Bidder Proposal Evaluation Criteria</th>
<th>Weight in Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Costs as identified in Section 5.</td>
<td>50%</td>
</tr>
<tr>
<td>2) Assessment of the Bidder’s response to the technical specifications, and assessment of the Bidder’s response to service &amp; supplies and other elements as identified in Section 5.</td>
<td>20%</td>
</tr>
<tr>
<td>3) Assessment of Bidder's proposed training program, and implementation, delivery and installation process and plans as identified in Section 6.</td>
<td>10%</td>
</tr>
<tr>
<td>4) Assessment of Bidder's qualifications based on responses to Bidder profile, certifications, compliances, awards, and Bidder’s supplementary information as identified in Section 7, and assessment of Bidder’s ability to provide their proposal in the format and content as identified in Section 12.</td>
<td>10%</td>
</tr>
<tr>
<td>5) Assessment of references provided by the Bidder who have a current lease and service &amp; supply inclusive program with the Bidder as identified in Section 8.</td>
<td>10%</td>
</tr>
</tbody>
</table>
SECTION 11 - TERM of CONTRACT

The contract shall cover a period of three consecutive years from its effective date of February 1st, 2016, ending on January 31st, 2019, and may be extended, in writing, at the option of the College up to a maximum of two years. Bidders are requested to submit a proposal based on a three year term of contract. There will be a period of time when the new MFPs are being installed and the current MFPs are being removed before the new contract begins.

SECTION 12 - ADDENDUMS

ADDENDUM A - PROPOSAL FORMAT and CONTENT

Proposal Format
Bidders are to submit two (2) copies of their proposal in hard copy format. In addition, Bidders are to submit one (1) copy of their proposal on a thumb/flash drive in a searchable digital/electronic format (i.e. searchable Microsoft Word document or searchable PDF). All content in both formats, hard copy and thumb/flash digital/electronic, are to be the same, not different versions. No additional information is to be on the thumb/flash drive.

Proposal shall be prepared double-sided (duplex) letter (8.5” x 11”) format, 12 point Times New Roman font.

Proposal in hard copy format shall have all text clear of binding.

Proposal Content
Proposal should be succinct, relevant and presented in an understandable and organized manner as assessed by members of the College’s Information Technology Department and Finance and Business Services Office. The College reserves the right to reject, without further review, proposals which do not meet these criteria.

The following proposal contents should be organized as follows:

<table>
<thead>
<tr>
<th>SECTION</th>
<th>HEADING and CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Costs</td>
</tr>
<tr>
<td>2</td>
<td>Technical Specifications</td>
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<tr>
<td>3</td>
<td>Service and Supplies</td>
</tr>
<tr>
<td>4</td>
<td>Additions, Relocations and Removal of MFPs</td>
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<tr>
<td>5</td>
<td>Performance Requirements and Non Performing MFPs</td>
</tr>
<tr>
<td>6</td>
<td>Environmental and Sustainability</td>
</tr>
<tr>
<td>7</td>
<td>MFP Device Management</td>
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<tr>
<td>8</td>
<td>Documentation</td>
</tr>
<tr>
<td>9</td>
<td>Training</td>
</tr>
<tr>
<td>10</td>
<td>Implementation, Delivery and Installation</td>
</tr>
</tbody>
</table>
## ADDENDUM B - MFP SPECIFICATIONS OUTLINE

### MFP Specifications Outline
This chart includes the MFP specifications gathered via a survey and meetings with departments. Please note that the MFP specifications outline is a guide to what the College’s needs are at present. This is to be used for the purpose of submitting a proposal. Any changes will be negotiated with the Vendor.

A total of 128 MFP’s are required as defined below and in Section 5 - Objectives and Requirements, Technical Specifications.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Minimum Speed</th>
<th>Black and White (B&amp;W) or Color</th>
<th>Fax Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>35 PPM</td>
<td>B&amp;W</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>35 PPM</td>
<td>B&amp;W</td>
<td>Fax Board</td>
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<td>35 PPM</td>
<td>Color</td>
<td>Fax Board</td>
</tr>
<tr>
<td>2</td>
<td>35 PPM</td>
<td>Color</td>
<td>Fax Board, High Capacity Envelope Feeder</td>
</tr>
<tr>
<td>5</td>
<td>45 PPM</td>
<td>B&amp;W</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>45 PPM</td>
<td>B&amp;W</td>
<td>Fax Board</td>
</tr>
<tr>
<td>1</td>
<td>45 PPM</td>
<td>B&amp;W</td>
<td>Fax Board, Paper Deck</td>
</tr>
<tr>
<td>1</td>
<td>45 PPM</td>
<td>Color</td>
<td>Fax Board</td>
</tr>
<tr>
<td>23</td>
<td>45 PPM</td>
<td>Color</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>45 PPM</td>
<td>Color</td>
<td>Fax Board, Paper Deck, High Capacity Envelope Feeder</td>
</tr>
<tr>
<td>1</td>
<td>45 PPM</td>
<td>Color</td>
<td>Fax Board, Bi-fold and Tri-fold</td>
</tr>
<tr>
<td>1</td>
<td>45 PPM</td>
<td>Color</td>
<td>Fax Board, Tri-fold</td>
</tr>
<tr>
<td>1</td>
<td>45 PPM</td>
<td>Color</td>
<td>Fax Board, Tri-fold, High Capacity Envelope Feeder</td>
</tr>
<tr>
<td>2</td>
<td>45 PPM</td>
<td>Color</td>
<td>Fax Board, Bi-fold and Tri-fold, Booklet Finisher</td>
</tr>
<tr>
<td>1</td>
<td>45 PPM</td>
<td>Color</td>
<td>Fax Board, High Capacity Envelope Feeder</td>
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128 TOTAL
**COST SHEET**

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly Cost</th>
<th>Three Year Cost</th>
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</thead>
<tbody>
<tr>
<td>MFP lease cost</td>
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<tr>
<td>Device Management Solution</td>
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**Services & Supply Inclusive (excluding paper) Program Cost Based on Actual Volumes**

<table>
<thead>
<tr>
<th>Cost per actual print/copy/image made – black and white (B&amp;W)</th>
<th>Per Each</th>
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</thead>
<tbody>
<tr>
<td>Cost per actual print/copy/image made – color</td>
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**Monthly MFP lease cost for type of MFP, per machine:**

<table>
<thead>
<tr>
<th>MFP SPECIFICATIONS – Type of Unit</th>
<th>Unit Cost (per unit, monthly)</th>
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<tr>
<td><strong>Minimum Speed</strong></td>
<td><strong>Black and White (B&amp;W) or Color</strong></td>
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**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.

Firm Name          Street                   City/Twp             County                 State      Zip

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

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

I certify that (check applicable blanks):

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

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

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

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

Signature of Authorized Representative

Name_____________________________          Title:______________

Witnessed by_________________________          Date:______________

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

Background Information

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

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

Two-Year Certification Process

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

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

Instructions for Completing the Forms

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

Part 1: VENDOR INFORMATION

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

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

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

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

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


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

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

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

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

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

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

Date of Contribution – Indicate the date of the contribution.

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

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

Contributor Name – Enter the full name of the contributor.

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

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

Part 4: CERTIFICATION

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

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

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

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

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

- “Vendor” means the contracting entity.

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

General Information

For AGENCY USE ONLY

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

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

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

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

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>

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

Full Name (Print): ___________________________ Signature: ___________________________
Title: ___________________________ Date: ___________________________
VENDOR QUALIFICATION SHEETS

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

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

TO BE COMPLETED BY VENDOR

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

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

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

   Federal Identification Number: ____________________________

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

   Purchase Orders:
   Firm Name: ____________________________
   Street Address: ____________________________
   City/State/Zip: ____________________________

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

VENDOR QUALIFICATIONS

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

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

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

D. Client Name:
   Contact Name:
   Telephone Number:
   Fax Number:
   Email Address:
VENDOR QUALIFICATIONS- continued

12. Please answer the following questions related to your prior experience:

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

      Yes ________ No ________

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

      Yes ________ No ________

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

      Yes ________ No ________

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

      Yes ________ No ________

Firm Name: ____________________________________________

Signature: ____________________________________________

Title: ________________________________________________

Date: ________________________________________________
GENERAL TERMS AND CONDITIONS

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

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

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. LIABILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Bid and Performance Security

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **STANDARDS PROHIBITING CONFLICTS OF INTEREST**

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

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

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

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

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

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

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

**NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE**

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

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

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