

Number: AB1100021
Date Issued: February 25, 2011
Director of Purchasing: Mark Mehler
Phone: (609) 771-2495
Email: mehler@tcnj.edu
Requesting Department: Athletics
Fiscal Year: 2011

Proposals will be due on **Tuesday, March 15, 2011 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 bids for a vendor to provide charter bus service for the athletic teams at The College of New Jersey.

INSTRUCTIONS TO BIDDERS FOR COMPLETING THIS PROPOSAL

1. Read the entire proposal, including all terms and conditions and specifications.
2. All prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit and/or total prices must be initialed by the bidder.
3. **THIS PROPOSAL IS TO BE SIGNED BELOW (BLOCK 15).**
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. Email/telephone/facsimile proposals are not acceptable.
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. Vendor fax number: _____
12. Print Name: _____
13. Title: _____
14. Date: _____

15. 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

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

1) **PURPOSE AND INTENT:**

- a) The purpose of this Request for Proposal (RFP) is to secure **a vendor to provide charter bus service for the athletic teams at The College of New Jersey.**
- b) The College will award the contract within sixty (60) days from the date of the proposal opening. The College reserves the right to reject any and all proposals. In the event that proposals are rejected, the College may elect to re-bid this contract, if it is deemed to be in the best interest of the College.
- c) The College retains the right to award contracts to two or more vendors in the event it is determined to be in the best interest of the College.
- d) The College retains the 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 (mehler@tcnj.edu) or fax (609-637-5140) to Mark Mehler, Finance & Business Services, The College of New Jersey, no later than March 4, 2011 at 4 p.m.

Should any questions be received, an addendum will be posted on the Office of Finance & Business Services website (www.tcnj.edu/~budfin/) no later than March 8, 2011 at 2 p.m. **If an addendum is posted, it MUST be attached to each vendor's proposal prior to submission.**

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

Submission:

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

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

Bid Opening: Tuesday, March 15, 2011 at 2:00 p.m.

Signature:

The cover page of the RFP, with blocks 9 through 15 completed, **must be signed by an authorized officer** of the bidding firm and returned with the proposal. Failure to comply with this requirement or failure to provide all requested data, price schedules, signatures, etc. will result in rejection of the proposal.

Vendors should submit three (3) complete copies of the proposal.

Addenda:

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

Cost Liability:

The College assumes no responsibility and bear 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 in 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.

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

Documents/Submissions that must be provided before contract award:

- AFFIRMATIVE ACTION: The bidder is required to submit a copy of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). See the RFP attachment titled Affirmative Action.
- CERTIFICATE OF INSURANCE: The bidder is required to submit proof of liability insurance in accordance with The College's Terms and Conditions. See attachment titled Terms and Conditions.
- P.L. 2005, Chapter 51 / Executive Order 117 - Contractor Certification and Disclosure of Political Contributions:
- In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of Chapter 51 and Executive Order 117. Enclosed are the requirements of Ch. 51 and EO 117, the forms for Certification and Disclosure. The contract that will be generated based on this RFP cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury.

4) **CONTRACTUAL TERMS**

- a) Contract administration: The vendor will coordinate all work schedules or deliveries with **Lori Thompson at (609) 771-2843**, once the contract is awarded.
- b) Term of contract shall commence with the formal date of award.
- c) Proposals will include shipping F.O.B. Destination.
- d) The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.
- e) The vendor must comply with the delivery date as specified in the contract. Failure to comply may result in the termination of the contract.
- f) All deliveries will be made during regular working hours, 8:30 a.m. to 4:30 p.m. Monday through Friday. Changes thereto must be granted with written approval by the College.
- g) The vendor will be responsible for the delivery of products in first-class condition at the point of delivery and in accordance with good commercial practices.
- h) Order of Precedence: The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Notice of Award. Unless specifically stated in this RFP, the Special Contractual Terms and Conditions of the RFP and addenda take precedence over the College's Standard Terms and Conditions.
- i) CONTRACT TRANSITION: In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration of the contract.
- j) If awarded a contract your company/firm will be required to comply with the requirements of P.L. 1975 C.127. (NJAC 17:27).
- k) The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

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 on the following criteria unless otherwise indicated in the scope of work:

- 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. 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.

AB1100021

February 25, 2011

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 **February 28, 2011**. Contact person regarding placement of ad is Mark Mehler (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 **Charter Bus Services (AB1100021)**.

The College will accept sealed bids until **2:00 p.m., Tuesday, March 15, 2011** 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.

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

**THE COLLEGE OF NEW JERSEY
SPECIFICATIONS FOR ATHLETIC TEAM CHARTER SERVICE**

Introduction

The College of New Jersey ("TCNJ") is soliciting bids from qualified bus carriers to provide the athletic teams bus service outlined in the following sections for a period of 1 years commencing July 1, 2011 and ending June 30, 2012. After the initial term, the contract may be renewed for one or two successive one (1) year terms. Vendors must submit pricing for year 1 on the included Pricing Sheet for each of the anticipated destinations for each athletic team.

Scope of Work

Equipment:

Buses will be needed for each event as listed in Attachment A. Buses must have a minimum capacity of 47 passengers, unless otherwise requested by the Athletic department.

Buses shall have been no more than seven (7) years in service.

All buses must be equipped with heat and air conditioning. Heating and air conditioning must be completely functioning.

All buses must be equipped with restrooms. Restroom facility must be completely functioning and clean at all times during the applicable trip.

All buses must have overhead air controls and an audio/DVD video system.

The exterior of all buses must be free from visible damage.

The interior of all buses must be clean with upholstery and flooring in good condition.

Overhead parcel racks shall be available inside each bus.

All buses must have under bus storage with locks.

All buses must be in good condition and working order and meet all Department of Transportation Federal Highway Administration rules, regulations, and guidelines.

All buses must be company owned or company leased buses without prior written approval by a TCNJ authorized representative.

All maintenance records for buses shall be available upon request.

Should any bus experience mechanical malfunction or breakdown, the vendor shall be responsible for providing replacement transportation. The cost of any required replacement transportation, including but not limited to any mechanical repairs and towing service, shall be the responsibility of the vendor.

TCNJ reserves the right to inspect any bus prior to departure. Should any of the above conditions of the bus not be acceptable to the coach of the athletic team, they shall be rectified immediately by the vendor.

Driver:

Drivers are expected to be professional, courteous, and customer service oriented.

Driver must be dressed in company uniform and wear company supplied name tags or other identification at all times while transporting TCNJ faculty, staff, or students.

It shall be the vendor's responsibility to ensure that all drivers have a valid driver's license qualifying them to operate buses outlined in this specification.

All drivers must have a functioning cell phone with them at all times, whose phone number must be made available to the TCNJ coaches and/or Department of Athletics and Recreation upon request.

It shall be the vendor's responsibility to determine if more than one (1) driver will be needed based on the itinerary provided.

Driver's sleeping accommodations and all other expenses, including but not limited to meals and incidentals, shall be the responsibility of the vendor and be included in the quoted price.

All trip costs, including but not limited to, tolls, fuel, and insurance shall be the responsibility of the vendor and be included in the quoted price.

All trips shall be confirmed with the head coach of the team traveling and/or the Department of Athletics and Recreation no less than forty-eight (48) hours prior to departure. TCNJ shall provide specific destination information; it is the vendor's responsibility to coordinate the route, directions, etc.

Should stops for meals or other purposes be required as indicated by the coach of the team traveling, the time, duration, and location of the stops shall be coordinated with the driver.

Evaluation criteria:

TCNJ shall evaluate the bids based on several criteria, including but not limited to:

Combined pricing of all trips

References

Ability to meet requirements of the specification

Quality of services, equipment, etc. as outlined in the specification

PRICING SHEET
TCNJ ATHLETICS
 2011-2012 Tentative Away Contest Bus Schedule

SPORT	DEPARTURE DATE	DEPARTURE TIME	OPPONENT	DESTINATION	RETURN DATE	RETURN TIME	QUANTITY	PRICE
Baseball	03/02/12	3:00 PM	Arizona Trip	Philadelphia, PA	03/11/12	12:00 PM	1	
Baseball	03/14/12	12:00 PM	Muhlenberg	Allentown, PA	03/14/12	10:00 PM	1	
Baseball	03/15/12	12:00 PM	Ursinus	Collegeville, PA	03/15/12	10:00 PM	1	
Baseball	03/21/12	12:00 PM	Gwynedd Mercy	Gwynedd Valley, PA	03/21/12	10:00 PM	1	
Baseball	03/27/12	12:00 PM	Messiah	Grantham, PA	03/27/12	10:00 PM	1	
Baseball	04/03/12	12:00 PM	Widener	Chester, PA	04/03/12	10:00 PM	1	
Baseball	04/06/12	12:00 PM	Rowan	Glassboro, NJ	04/06/12	10:00 PM	1	
Baseball	04/13/12	12:00 PM	Rutgers-Camden	Camden, NJ	04/13/12	10:00 PM	1	
Baseball	04/14/12	8:00 AM	William Paterson	Wayne, NJ	04/14/12	10:00 PM	1	
Baseball	04/17/12	9:00 AM	Manhattanville	Purchase, NY	04/17/12	10:00 PM	1	
Baseball	04/18/12	12:00 PM	New Jersey City	Jersey City, NJ	04/18/12	10:00 PM	1	
Baseball	04/21/12	8:00 AM	Ramapo	Mahwah, NJ	04/21/12	10:00 PM	1	
Baseball	04/26/12	12:00 PM	Richard Stockton	Pomona, NJ	04/26/12	10:00 PM	1	
Baseball	04/28/12	8:00 AM	Montclair State	Montclair, NJ	04/28/12	10:00 PM	1	
Cross Country	09/02/11	12:00 PM	Blue / Gold Classic	West Windsor, NJ	09/02/11	8:00 PM	1	
Cross Country	09/10/11	7:00 AM	Fordam Fiasco	Bronx, NY	09/10/11	3:00 PM	1	
Cross Country	09/23/11	7:00 AM	Dickinson Invitational	Carlisle, PA	09/23/11	5:00 PM	1	
Cross Country	09/30/11	7:00 AM	Paul Short Invitational	Bethlehem, PA	09/30/11	5:00 PM	1	
Cross Country	10/14/11	12:00 PM	Connecticut College Invite	New London, CT	10/15/11	6:00 PM	1	
Cross Country	10/29/11	7:00 AM	NJAC Championships	Glassboro, NJ	10/29/11	3:00 PM	1	
Cross Country	11/11/11	6:00 AM	Atlantic Regional Champ	Canton, NY	11/12/11	11:00 PM	1	
Cross Country	11/19/11	TBA	NCAA D-III Championships	Winneconne, WI	11/20/11	TBA	1	
Field Hockey	09/01/11	TBA	Stevens	Hoboken, NJ	09/01/11	TBA	1	
Field Hockey	09/03/11	TBA	Gwynedd Mercy	Gwynedd Valley, PA	09/03/11	TBA	1	
Field Hockey	09/16/11	2:30 PM	William Paterson	Wayne, NJ	09/16/11	9:15 PM	1	
Field Hockey	09/20/11	2:30 PM	Richard Stockton	Pomona, NJ	09/20/11	9:15 PM	1	
Field Hockey	09/24/11	TBA	Juniata	TBA	09/24/11	TBA	1	
Field Hockey	09/27/11	3:00 PM	Ursinus	Collegeville, PA	09/27/11	9:15 PM	1	
Field Hockey	10/06/11	12:30 PM	Neumann	Aston, PA	10/06/11	7:15 PM	1	
Field Hockey	10/15/11	6:30 AM	Montclair State	Montclair, NJ	10/15/11	1:15 PM	1	
Field Hockey	10/29/11	TBA	Cortland	Cortland, NY	10/30/11	TBA	1	
Field Hockey	04/22/12	TBA	Off-Season	TBA	TBA	TBA	1	
Football	09/17/11	9:00 AM	William Paterson	Wayne, NJ	09/17/11	7:00 PM	2	

Football	09/30/11	3:00 PM	Kean	Union, NJ	09/30/11	11:30 PM	2	
Football	10/14/11	1:00 PM	Buffalo State	Buffalo, NY	10/15/11	11:00 PM	2	
Football	10/28/11	3:00 PM	SUNY Cortland	Cortland, NY	10/29/11	9:00 PM	2	
Football	11/12/11	9:00 AM	Rowan	Glassboro, NJ	11/12/11	6:00 PM	2	
Lacrosse	10/09/11	TBA	Off-Season	TBA	TBA	TBA	1	
Lacrosse	03/02/12	TBA	Frostburg	Frostburg, MD	03/03/12	TBA	1	
Lacrosse	03/10/12	TBA	Cortland	Cortland, NY	03/11/12	TBA	1	
Lacrosse	03/15/12	TBA	Cabrini	Radnor, PA	03/15/12	TBA	1	
Lacrosse	03/17/12	TBA	FDU-Florham	Madison, NJ	03/17/12	TBA	1	
Lacrosse	03/22/12	TBA	Ramapo	Mahwah, NJ	03/22/12	TBA	1	
Lacrosse	03/24/12	TBA	Drew	Madison, NJ	03/24/12	TBA	1	
Lacrosse	04/17/12	TBA	Manhattanville	Purchase, NY	04/17/12	TBA	1	
Lacrosse	04/20/12	TBA	Montclair State	Montclair, NJ	04/20/12	TBA	1	
Lacrosse	04/26/12	TBA	Stevens	Hoboken, NJ	04/26/12	TBA	1	
M. Basketball	11/18/11	TBA	NYU Tournament	TBA	11/19/11	TBA	1	
M. Basketball	12/03/11	9:00 AM	William Paterson	Wayne, NJ	12/03/11	5:00 PM	1	
M. Basketball	12/06/11	1:00 PM	UMD-Baltimore County	Baltimore, MD	12/06/11	11:30 PM	1	
M. Basketball	01/04/12	4:00 PM	Richard Stockton	Pomona, NJ	01/04/12	11:30 PM	1	
M. Basketball	01/11/12	4:45 PM	Kean	Union, NJ	01/11/12	11:30 PM	1	
M. Basketball	01/14/12	12:00 PM	Ramapo	Mahwah, NJ	01/14/12	9:00 PM	1	
M. Basketball	01/21/12	11:30 AM	New Jersey City	Jersey City, NJ	01/21/12	7:00 PM	1	
M. Basketball	02/04/12	11:30 AM	Rowan	Glassboro, NJ	02/04/12	7:00 PM	1	
M. Basketball	02/11/12	11:30 AM	Rutgers-Camden	Camden, NJ	02/11/12	6:30 PM	1	
M. Soccer	09/02/11	3:30 PM	Keene State	Keene, NH	09/04/11	2:30 PM	1	
M. Soccer	09/09/11	2:00 PM	Richard Stockton	Pomona, NJ	09/10/11	4:00 PM	1	
M. Soccer	09/17/11	9:45 AM	Ramapo	Mahwah, NJ	09/17/11	3:15 PM	1	
M. Soccer	09/20/11	4:45 PM	Richard Stockton	Pomona, NJ	09/20/11	10:00 PM	1	
M. Soccer	09/21/11	4:45 PM	FDU-Madison	Madison, NJ	09/21/11	10:00 PM	1	
M. Soccer	10/01/11	4:00 PM	Rutgers-Newark	Newark, NJ	10/01/11	9:45 PM	1	
M. Soccer	10/05/11	4:00 PM	Muhlenberg	Allentown, PA	10/05/11	10:00 PM	1	
M. Soccer	10/22/11	10:30 AM	New Jersey City	Jersey City, NJ	10/22/11	3:30 PM	1	
M. Soccer	10/26/11	4:30 PM	Rowan	Glassboro, NJ	10/26/11	10:00 PM	1	
M. Tennis	09/29/11	1:00 PM	Skidmore	Saratoga Springs, NY	10/03/11	2:00 PM	1	
M. Tennis	03/23/12	9:00 AM	Hobart	Geneva, NY	03/25/12	4:00 PM	1	
M. Tennis	04/15/12	8:30 AM	Trinity	Hartford, CT	04/15/12	5:00 PM	1	
Softball	TBA	TBA	Moravian	Bethlehem, PA	TBA	TBA	1	
Softball	TBA	TBA	Muhlenberg	Allentown, PA	TBA	TBA	1	
Softball	TBA	TBA	Rutgers-Newark	Newark, NJ	TBA	TBA	1	
Softball	TBA	TBA	Rutgers-Camden	Camden, NJ	TBA	TBA	1	

Softball	TBA	TBA	Haverford	Haverford, PA	TBA	TBA	1	
Softball	TBA	TBA	Kean	Union, NJ	TBA	TBA	1	
Softball	TBA	TBA	Rowan	Glassboro, NJ	TBA	TBA	1	
Softball	TBA	TBA	NJAC Championships	TBA	TBA	TBA	1	
Swimming	10/23/11	2:30 PM	Montclair State	Montclair, NJ	10/23/11	11:00 PM	1	
Swimming	11/18/11	6:00 AM	Rutgers	Piscataway, NJ	11/20/11	9:00 PM	1	
Swimming	01/13/12	2:00 PM	West Chester	West Chester, PA	01/14/12	2:00 PM	1	
Swimming	01/21/12	10:00 AM	NYU	New York City, NY	01/21/12	7:00 PM	1	
Swimming	01/22/12	9:30 AM	WPUNJ	Wayne, NJ	01/22/12	7:00 PM	1	
Swimming	02/16/12	2:00 PM	METS	Piscataway, NJ	02/19/12	10:30 PM	1	
Swimming	TBA	TBA	Stevens	Hoboken, NJ	TBA	TBA	1	
Swimming	TBA	TBA	CW Post	Brookville, NY	TBA	TBA	1	
Track & Field	12/10/11	3:00 PM	New Year Invitational	Princeton, NJ	12/10/11	10:00 PM	1	
Track & Field	01/14/12	3:00 PM	NYRR Saturday Night	New York City, NY	01/14/12	12:00 AM	1	
Track & Field	01/21/12	7:00 AM	Covert Classic	Hellertown, PA	01/21/12	6:00 PM	1	
Track & Field	01/28/12	7:00 AM	McElligott Invitational	Havertown, PA	01/28/12	5:00 PM	1	
Track & Field	02/09/12	5:00 PM	BU Valentine Invitational	Boston, MA	02/11/12	11:00 PM	1	
Track & Field	02/20/12	7:00 AM	NJAC Championships	New York City, NY	02/20/12	4:00 PM	1	
Track & Field	02/24/12	2:00 PM	Armory Collegiate Challenge	New York City, NY	02/24/12	10:30 PM	1	
Track & Field	03/02/12	TBA	ECAC Championships	TBA	03/03/12	10:00 PM	1	
Track & Field	03/09/12	TBA	NCAA D-III Indoor Champ	TBA	03/10/12	TBA	1	
Track & Field	03/30/12	7:00 AM	Monmouth Invitational	West Long Branch, NJ	03/31/12	6:00 PM	1	
Track & Field	04/06/12	4:00 PM	Sam Howell Invitational	Princeton, NJ	04/06/12	10:30 PM	1	
Track & Field	04/07/12	8:00 AM	Sam Howell Invitational	Princeton, NJ	04/07/12	6:00 PM	1	
Track & Field	04/20/12	4:00 PM	Larry Ellis Invitational	Princeton, NJ	04/20/12	10:30 PM	1	
Track & Field	04/20/12	3:00 PM	Greyhound Invitational	Bethlehem, PA	04/20/12	8:00 PM	1	
Track & Field	04/21/12	8:00 AM	Greyhound Invitational	Bethlehem, PA	04/21/12	7:00 PM	1	
Track & Field	04/26/12	7:00 AM	Penn Relays	Philadelphia, PA	04/26/12	10:00 PM	1	
Track & Field	04/27/12	8:00 AM	Penn Relays	Philadelphia, PA	04/27/12	5:00 PM	1	
Track & Field	04/28/12	TBA	Penn Relays	Philadelphia, PA	04/28/12	TBA	1	
Track & Field	05/05/12	7:00 AM	NJAC Championships	Pomona, NJ	05/05/12	7:00 PM	1	
Track & Field	05/11/12	TBA	IC4A Championships	Princeton, NJ	05/13/12	TBA	1	
Track & Field	05/14/12	2:00 PM	Swat Last Chance	Swarthmore, PA	05/14/12	10:00 PM	1	
Track & Field	05/17/12	TBA	ECAC Championships	TBA	05/18/12	TBA	1	
Track & Field	05/24/12	TBA	NCAA D-III Outdoor Champ	TBA	05/26/12	TBA	1	
W. Basketball	11/15/11	3:30 PM	Lehman	Bronx, NY	11/15/11	11:00 PM	1	
W. Basketball	11/18/11	3:30 PM	Muhlenberg	Allentown, PA	11/19/11	7:00 PM	1	
W. Basketball	12/03/11	9:30 AM	William Paterson	Wayne, NJ	12/03/11	6:00 PM	1	
W. Basketball	12/17/11	TBA	Salisbury	Salisbury, MD	12/17/11	TBA	1	

W. Basketball	12/29/11	2:00 PM	Lycoming Classic	Williamsport, PA	12/30/11	9:00 PM	1	
W. Basketball	01/04/12	2:45 PM	Richard Stockton	Pomona, NJ	01/04/12	11:00 PM	1	
W. Basketball	01/11/12	3:15 PM	Kean	Union, NJ	01/11/12	10:00 PM	1	
W. Basketball	01/14/12	9:30 AM	Ramapo	Mahwah, NJ	01/14/12	6:00 PM	1	
W. Basketball	01/21/12	10:00 AM	New Jersey City	Jersey City, NJ	01/21/12	5:30 PM	1	
W. Basketball	02/04/12	10:15 AM	Rowan	Glassboro, NJ	02/04/12	5:00 PM	1	
W. Basketball	02/11/12	10:30 AM	Rutgers-Camden	Camden, NJ	02/11/12	5:00 PM	1	
W. Basketball	TBA	TBA	TBA	TBA	TBA	TBA	1	
W. Soccer	09/03/11	9:00 AM	Ithaca College	Elizabethtown, PA	09/03/11	9:00 PM	1	
W. Soccer	09/09/11	9:00 AM	Oneonta College	Oneonta, NY	09/11/11	9:00 PM	1	
W. Soccer	09/24/11	11:00 AM	Montclair State	Montclair, NJ	09/24/11	6:00 PM	1	
W. Soccer	09/28/11	4:00 PM	Rutgers-Camden	Camden, NJ	09/28/11	11:00 PM	1	
W. Soccer	10/08/11	12:00 PM	William Paterson	Wayne, NJ	10/08/11	8:00 PM	1	
W. Soccer	10/15/11	4:00 PM	Kean	Union, NJ	10/16/11	12:00 AM	1	
W. Soccer	10/19/11	4:00 PM	Stevens	Hoboken, NJ	10/19/11	11:00 PM	1	
W. Soccer	10/26/11	4:00 PM	Rowan	Glassboro, NJ	10/26/11	11:00 PM	1	
W. Tennis	09/07/11	1:00 PM	Richard Stockton	Pomona, NJ	09/07/11	7:30 PM	1	
W. Tennis	09/10/11	8:30 AM	Ramapo	Mahwah, NJ	09/10/11	4:00 PM	1	
W. Tennis	09/23/11	10:00 AM	William Smith	Geneva, NY	09/26/11	4:00 PM	1	
W. Tennis	04/05/12	12:00 PM	Wellesley	Wellesley, MA	04/08/12	4:00 PM	1	
Wrestling	TBA	6:00 AM	Ursinus	Collegeville, PA	TBA	7:00 PM	1	
Wrestling	TBA	5:30 AM	East Stroudsburg	East Stroudsburg, PA	TBA	7:30 PM	1	
Wrestling	TBA	3:00 PM	King's	Wilkes-Barre, PA	TBA	9:30 PM	1	
Wrestling	TBA	6:00 PM	York Invitational	York, PA	TBA	OVERNIGHT	1	
Wrestling	TBA	6:00 AM	Ursinus	Collegeville, PA	TBA	7:00 PM	1	
Wrestling	TBA	3:00 PM	Lycoming	Williamsport, PA	TBA	OVERNIGHT - 2	1	
Wrestling	TBA	1:00 PM	York	York, PA	TBA	9:00 PM	1	
Wrestling	TBA	1:00 PM	Roger Williams/Springfield	Bristol, RI & Springfield, MA	TBA	OVERNIGHT - 2	1	
Wrestling	TBA	4:00 PM	Centenary	Hackettstown, NJ	TBA	9:00 PM	1	

TOTAL



**SUPPLEMENT TO BID SPECIFICATIONS FOR PROCUREMENT,
PROFESSIONAL, AND SERVICE CONTRACTS**

**IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE
REQUIRED TO COMPLY WITH THE AFFIRMATIVE ACTION
REQUIREMENTS OF P.L. 1975, c.127 (NJAC 17:27)**

An employee information report must be completed and returned prior to or at the time of an award. An affirmative action plan approved by the Federal Government or the State of New Jersey Affirmative Action Officer is an acceptable alternate.

Your bid will be accepted even if you are not in compliance at this time. If you are the lowest responsive bidder and have not yet complied with the affirmative action regulations, we will send you affirmative action document AA-302 for completion prior to award. You must return the completed document to us within seven (7) days after receiving the same.

PLEASE CHECK IN THE APPLICABLE SPACE:

_____ A Federal Letter of Approval has been received and a photocopy of the letter is herewith submitted.

_____ A Certificate of Employee Information Report has been received and a photocopy of the certificate is herewith submitted.

_____ Form AA-302 Affirmative Action Employee Information Report must be completed prior to award of proposal.

**TO BE A RESPONSIVE PROPOSAL, ONE OF THE ABOVE SPACES
MUST BE COMPLETED AND APPROPRIATE DOCUMENTATION
ATTACHED**

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

Firm Name: _____

Signature: _____

Title: _____

Date: _____



NON-COLLUSION STATEMENT

Date: _____

**The College of New Jersey
The Office of Budget and Finance, Department of Purchasing
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 FORM

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

Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION

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

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

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

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

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

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

Date of Contribution – Indicate the date of the contribution.

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

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

Contributor Name – Enter the full name of the contributor.

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

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

Part 4: CERTIFICATION

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

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

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

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

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

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

- “**Vendor**” means the contracting entity.
- “**Business Entity**” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.¹
- “**Officer**” means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- “**Partner**” means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.
- “**Reportable Contributions**” are those contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- “**In-kind Contribution**” means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- “**Continuing Political Committee**” includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

¹ Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

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

- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms

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

Questions & Answers

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

NOTE: *The Chapter 51 Q&A on the website **DOES NOT** address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at <http://www.state.nj.us/treasury/purchase/execorder134.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

For AGENCY USE ONLY

General Information

Solicitation, RFP or Contract No. _____ Award Amount _____
 Description of Services _____

Agency Contact Information

Agency _____ Contact Person _____
 Phone Number _____ Agency Email _____

Part 1: Vendor Information

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

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

Address 1 _____ Address 2 _____
 City _____ State _____ Zip _____ Phone _____
 Vendor Email _____ Vendor FEIN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**,
 - (ii) Any State, county, **municipal** political party committee; OR
 - (iii) Any **legislative leadership committee**.
 - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
 - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
 Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

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

Part 3: Disclosure of Contributions Made

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

Name of Recipient _____	Address of Recipient _____
Date of Contribution _____	Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind _____)	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
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.

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



VENDOR QUALIFICATION SHEETS

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

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

TO BE COMPLETED BY VENDOR

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

A.

B.

C.

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

3. Location of vendor's office that will be responsible for managing contract/service:

Name: _____

Telephone: _____ Fax: _____

Email Address: _____

Street Address: _____

City/State/Zip: _____

Federal Identification Number: _____

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

Purchase Orders:

Firm Name: _____

Street Address: _____

City/State/Zip: _____

Remittances:

Firm Name: _____

Street Address: _____

City/State/Zip: _____

VENDOR QUALIFICATIONS- continued

5. Name of insurance company:

Street Address: _____

City/State/Zip: _____

Types of Insurance: _____

6. Name of individual to contact for sales/services information:

Name: _____

Telephone: _____

Email Address: _____

Street Address: _____

City/State/Zip: _____

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

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

9. Is your firm incorporated? **Yes** ____ **No** ____

A) In What State? _____

10. Is your firm considered a small business in the State of New Jersey? **If yes, please attach a certificate or certification statement from the New Jersey Commerce and Economic Growth Commission.** If no and you would like to register, please contact the New Jersey Commerce and Economic Growth Commission at 609-777-0885.

Small Business: **Yes** ____ **No** ____

A) What category does your firm fall under?

Gross Revenues do not exceed \$500,000 _____

Gross Revenues do not exceed \$5 million _____

Gross Revenues do not exceed \$12 million _____

Under Executive Order 34, TCNJ is responsible for soliciting demographic information from its vendors. TCNJ is required to seek the following information from each firm under contract with us:

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

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

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

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

EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

VENDOR QUALIFICATIONS-

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

- A. **Client Name:**

 Contact Name:

 Telephone Number:

 Fax Number:

 Email Address:

- B. **Client Name:**

 Contact Name:

Telephone Number:

Fax Number:

Email Address:

C. Client Name:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

D. Client Name:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

VENDOR QUALIFICATIONS- continued

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

- a. Has the bidder been found, through 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

The following terms and conditions apply to all contracts or purchase agreements made with The College of New Jersey unless specifically deleted on this form. Vendors submitting proposals to the College must cross out any provisions they do not agree to meet. Any cross out or change in the College's terms and conditions will 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.

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. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

1.3 PREVAILING WAGE ACT-The New Jersey Prevailing Wage Act P.L. 1963, Chapter 150 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 this proposal guarantees that neither the firm nor any subcontractors employed to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of that Act.

1.4 WORKER AND COMMUNITY RIGHT TO KNOW ACT-The Worker and Community Right to Know Act P.L. 1983, Chapter 315; N.J.S.A. 34:5A-1 et seq., required employers to label all containers of hazardous substances by March 29, 1985. Additionally, it required employers to label all containers on their premises by August 29, 1986. Proper compliance shall be deemed a term and condition of any College purchasing contract.

1.5 OWNERSHIP DISCLOSURE-P.L. 1977 Chapter 33 stipulates that a contract for any work, goods, or services cannot be issued to any firm unless prior to or at the time of bid submission the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interest.

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.

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 work to be done 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-The successful vendor shall secure and maintain in force, for the term of the contract, liability insurance as provided herein. The successful vendor shall provide The College of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after 30 days written notification to the Purchasing Coordinator for The College of New Jersey.

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

1. Comprehensive 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.

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.

2.4 BONDS- Performance and Payment Bonds shall be submitted IF required in the bid documents and General Conditions

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 Director of Procurement Services it is in the best interest of the College to extend any contract awarded as a result of this proposal 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 Director of Procurement Services 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 Director of Procurement Services 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 ten days after the date on the notice of intent to award. In the public interest, the Director of Procurement Services 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 Director of Procurement Services. It must include the specific grounds for challenging the award.

C. The Director of Procurement Services 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 Director of Procurement Services 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, the Director of Procurement Services 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 Director of Procurement Services may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for response. In exceptional situations the Director of Procurement Services may reduce the period of notification and discretionary dispense with an opportunity to respond.

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:

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 Director of Procurement Services. 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 approved.

C. All new machines are guaranteed for a period of one year from time of delivery and/or installation and that prompt service, as necessary, will be rendered 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 24 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.

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.

3.10 DIRECTOR OF PROCUREMENT SERVICES' RIGHT TO FINAL ACCEPTANCE-The Director of Procurement Services 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. In case of tie bids, the contract shall be awarded at the discretion of the Assistant Director of Purchasing 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 years from the date of final payment. Such records shall be made available to the College upon request.

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATIONS DURING CONTRACT-All prices quoted shall be firm and not 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 Coordinator must be notified in writing of any price reduction within five days of the effective date.

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 against a valid College purchase order and a legitimate vendor invoice after receipt of contracted items and approval of the invoice for payment.

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.

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.