

Number: AB120025  
Date Issued: January 20, 2012  
Purchasing Contact: Roselle Horodeski  
Phone: (609) 771-2495  
Email: horodesk@tcnj.edu  
Requesting Department: Campus Design  
Fiscal Year: 2012

Proposals will be due on **Tuesday, February 14, 2012 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 vendor to provide and install guest side chairs for the new School of Education.**

**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. 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. 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**

**AB120025**

**January 17, 2012**

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 **January 20, 2012**. 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 a vendor to provide and install guest side chairs for the new School of Education (**AB120025**).

The College will accept sealed bids until **2:00 p.m., Tuesday, February 14, 2012** 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](http://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  
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 and install guest side chairs or equivalent for the new School of Education. This will include inside delivery and installation in each office.**
- b) The College will award the contract within sixty (60) days from the date of the proposal opening. The College reserves the right to reject any and all proposals. In the event that proposals are rejected, the College may elect to re-bid this contract, if it is deemed to be in the best interest of the College.
- c) The College retains the right to award contracts to two or more vendors in the event it is determined to be in the best interest of the College.
- d) The College retains the right to waive any informality or to reject any or all bids or to cancel this solicitation without obligation and for any reason, in part or in its entirety.

2) **DEFINITIONS:**

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

### 3) **PROPOSAL/BID PREPARATION AND SUBMISSION**

#### **Questions:**

All questions must be submitted in writing via email (horodesk@tcnj.edu) or fax (609-637-5140) to Roselle Horodeski, Finance & Business Services, The College of New Jersey, no later than February 1, 2012 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/](http://www.tcnj.edu/~budfin/)) no later than February 6, 2012 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. **No pre-bid meeting or site inspection is required.**

#### **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, February 14, 2012 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 one (1) complete copy 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 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 **Debbie Taylor** at **(609) 771-2678**, once the contract is awarded.
- b) Term of contract shall commence with the formal date of award.
- c) Proposals will include shipping F.O.B. Destination.
- d) The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.
- e) The vendor must comply with the delivery date as specified in the contract. Failure to comply may result in the termination of the contract.
- f) All deliveries will be made during regular working hours, 8:30 a.m. to 4:30 p.m. Monday through Friday. Changes thereto must be granted with written approval by the College.
- g) The vendor will be responsible for the delivery of products in first-class condition at the point of delivery and in accordance with good commercial practices.
- h) Order of Precedence: The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Notice of Award. Unless specifically stated in this RFP, the Special Contractual Terms and Conditions of the RFP and addenda take precedence over the College's Standard Terms and Conditions.
- i) CONTRACT TRANSITION: In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration of the contract.
- j) If awarded a contract your company/firm will be required to comply with the requirements of P.L. 1975 C.127. (NJAC 17:27).

#### 5) **PROPOSAL EVALUATION:**

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

Proposals will be judged 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.



The College of New Jersey

**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.<sup>1</sup>
- **“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).

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<sup>1</sup> 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](mailto:cd134@treas.state.nj.us) or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> 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](mailto:cd134@treas.state.nj.us), or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> 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 <b>COUNTRY</b>	Reasons why services cannot be performed in <b>USA</b>
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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: \_\_\_\_\_

## **The College of New Jersey**

### **New Education Building – Occupancy May 2012**

Chairs will need to be scheduled for delivery before May 8<sup>th</sup>, 2012.

**GUEST CHAIR- OFFICES 1<sup>st</sup> 2<sup>nd</sup> and 3<sup>rd</sup> floors**

**Manufacturer- OFS, “ First Office”**

**Style: “YAZ” chair Green Guard.**

**Item number: F150372**

**Dimensions: 22w x 23.5 d x 30.5 h**

**Frame: Matte Aluminum / black poly**

**Qty: 142 total**

**Fabric: Manuf- PALLAS TEXTILES**

**ENTWINED COLLECTION**

**PATTERN- “ INTERLACE” , COLOR- ECRU**

**Number: 27.167.021**

**100% solution dyed Nylon**

**Repeat: 1 -7/16” Vertical, 5- ¼” Horizontal**

**Width- 54”**

**Finish backing: Nanotex/ Acrylic**

**Durability: 100,000 Double Rub ( Wyzenbeek)**

**Cleaning code: WS**



## **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 and Workforce Development 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 uncopied 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. 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.

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.

**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 Associate Treasurer 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 Associate Treasurer 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 Associate Treasurer 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 Associate Treasurer 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 Associate Treasurer. It must include the specific grounds for challenging the award.

**C.** The Associate Treasurer 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 Associate Treasurer 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 Associate Treasurer 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 Associate Treasurer may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for response. In exceptional situations the Associate Treasurer 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 Associate Treasurer. 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 ASSOCIATE TREASURER' RIGHT TO FINAL ACCEPTANCE**-The Associate Treasurer 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 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 Department 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.