



MONTCLAIR STATE

UNIVERSITY

RFP Waiver of Advertising

#1279W Pouring Rights

INFORMATION FOR BIDDERS

1. PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Office of Procurement Services (Procurement Services), Montclair State University (University or MSU). The purpose of this RFP is to solicit bid proposals from firms interested in entering into a partially exclusive strategic partnership for Pouring Rights with respect to beverages dispensed and sold at Montclair State University venues.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the University, price and other factors considered. However, the University reserves the right to separately procure individual requirements that are the subject of the awarded contract during the contract term, when deemed by the University's Vice President for Finance and Treasurer to be in the University's best interest.

The University's Standard Contract Terms and Conditions, Appendix 1 hereto, will be part of the awarded contract. The University's Standard Contract Terms and Conditions are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them.

2. BACKGROUND

Montclair State University is a research doctoral institution ranked in the top tier of national universities. Building on a distinguished history dating back to 1908, the University today has 10 colleges and schools that serve 21,000 undergraduate and graduate students with more than 300 doctoral, master's and baccalaureate programs. Situated on a beautiful, 252-acre suburban campus just 14 miles from New York City, Montclair State delivers the instructional and research resources of a large public university in a supportive, sophisticated and diverse academic environment.

Important background links for the University:

<http://www.montclair.edu/dean-of-students/handbook/welcome/about-msu/>

<http://www.montclair.edu/about-montclair/at-a-glance/>

<http://www.montclair.edu/about-montclair/missionstatement/>

<http://www.montclair.edu/president/>

The University's Dining Services Program consists of 20 Retail locations, 2 Dining Halls, 80 Vending Machines 44 of which are beverage, 2 Mobile Food Trucks, Free Standing 119 seat Red Hawk Diner, Campus wide Catering and Concession outlets. There are approximately 5,200 residents, with over 5,235 meal plan holders. Gross meal plan sales are \$20 million, Gross Retail Sales are \$8.5 million, Vending sales are \$900,000 and Catering sales are \$2 million for a total of \$31,400,000 gross annual sales. For details on Montclair State University's dining program please go to:

<http://www.montclair.edu/DiningServices/>

Chartwells is the University's current dining services provider. It is the University's expectation that all National Contracts currently in place between Chartwells and the awarded bidder will not be adversely affected by the award of this contract. Furthermore, Chartwells partners with Canteen for vending services.

3. KEY EVENTS

PREBID MEETINGS AND WALK-THROUGH

~~The bidder is strongly encouraged to attend the pre-bid conference. No special arrangements will be made for those not attending. The bidder is responsible for the full Scope of Work.~~

4. QUESTION AND ANSWER PERIOD

Procurement Services will accept questions and inquiries from all potential bidders via e-mail or fax, see cover letter for assigned buyer's e-mail address and fax number.

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the University using department directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for faxed questions and inquiries relating to this RFP is indicated on the cover letter. ~~Addendum to this RFP, if any will be sent to each potential bidder solicited to respond to the RFP by fax or e-mail.~~

5. ADDENDUM: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

6. BIDDERS RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to the RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

7. COST LIABILITY

The University 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 the RFP.

8. CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by a bidder in the bid proposal 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 the common law.

A bidder may designate specific information in its bid proposal as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The University reserves 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 University 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.

9. PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

10. BID ERRORS

A bidder may request that its bid proposal be withdrawn prior to bid opening. Such request must be made, in writing, to the Director of Procurement Services. If the request is granted, the bidder may submit a revised bid proposal as long as the revised bid proposal is received prior to the announced date and time for the opening of bid proposals and at the place specified.

If, after the opening of bid proposals but before contract award, a bidder discovers an error in

its bid proposal, the bidder may make written request to the Director of Procurement Services for authorization to withdraw its bid proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the bid proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal of the bid proposal.

If, during the evaluation of bid proposals received, an obvious pricing error made by a potential contract awardee is found, the Director of Procurement Services shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the bidder fails to respond, its bid proposal shall be considered withdrawn, and no further consideration shall be given it.

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 the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the assigned Procurement Services buyer may seek clarification from the bidder to ascertain the true intent of the bid proposal.

11. JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such a joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign all required documents.

12. GENERAL DEFINITIONS

The following definitions will be part of the contract awarded as result of this RFP:

Addendum - Written clarification or revision to this RFP issued by Procurement Services.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the University's Vice President for Finance and Treasurer.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - Any addendum to this RFP, this RFP, Montclair State University's Contract Terms and Conditions, Appendix 1, the awarded bidder's bid proposal and the University's form Agreement incorporating these documents.

Contractor - The contractor is the bidder awarded a contract.

Director – Director of Procurement Services.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the University.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

13. CONTRACT SPECIFIC DEFINITIONS

Not Applicable.

14. SCOPE OF WORK

The awarded bidder will work with the University to improve sales and availability of beverages to the students.

The awarded bidder will continually implement innovations for continuous improvement of technology, merchandising, variety, customer satisfaction, price/value relationships and financial return.

The University has the exclusive rights to approve the items to be sold, and to determine if and when such items are unsuitable. The bidder shall discontinue the sale of any item upon written request by the University. It is not the intention of the University to place unreasonable restrictions upon the bidder that would seriously affect the bidder's profit margin; however, the University reserves the right to restrict the sale of products which are potentially damaging to its interests.

The University will allow the following access to beverage sales:

- Residential Dining: Sam's Place and Freeman Dining Hall = 100% Exclusive
 - Fountain and Retail within Dining Halls
- Vending: 100% of beverage / service remains with Canteen
- Catering: 90/10

- Retail Operations: 90/10, except for branded locations that have agreements in place. ie:
Dunkin Donuts has a partnership with Coke. In the event MSU partners with other national foodservice brands, their beverage agreements will prevail.
- Red Bulls Soccer Team game day matches are sponsored by the Red Bull Energy Drink and their beverage agreements will prevail.

University Venues with Beverage Options	Maximum Seating Capacity
Sprague Field	6,000
Alexander Kasser Theater	500
Memorial Auditorium	988
Soft Ball Field	300
L.Howard Fox Theater	100 fixed and 80 movable
Sam's Place at the Heights & Outtakes Mart	650 indoor
Freeman Dining Hall	250 indoor
Student Center Café: Grill Nation Panda Express California Tortilla Sushi House Dunkin Donuts Express So Deli	350 indoor
Rathskeller (first floor Student Center) & Chopped	200 indoor
Student Center Dining Room	125 indoor
Outtakes C-Store (Student Center)	No seating
Einstein Brothers Bagels (College Hall)	8 indoor
Au Bon Pain @ Café Diem (Library)	50 indoor / 76 exterior
Red Hawk Diner	119 indoor
Red Hawk Express Truck	No seating
Shawarma Truck	No seating
University Hall Coffee Bar	10 indoor
Bistro 62 at Sam's Place	44 indoor
Blanton Plaza encompassing: Which Wich Subs Chilis Dunkin Donuts	250 indoor
The Rift Zone at Center for Environmental and Life Sciences (CELS)	No seating
The Venture Café at School of Business / Feliciano Center for Entrepreneurship	100 indoor

The bidder must cooperate with Chartwells/Canteen or any other contracted dining service vendor that the University utilizes in the future.

The bidder must cooperate with Follett or any other contracted bookstore services vendor that the University might utilize in the future. Follett is authorized to provide bookstore services for the University. While their primary nature of this relationship is for coordinating textbook services for the University, the bookstore may elect to also sell beverages.

The bidder must cooperate with any NCAA Division III Post Season/Championship vending/sponsorship requirements. In the event that the University holds a NCAA Division III post season game or championship and the NCAA dictates what vending options are to be offered due to NCAA exclusivity or sponsorship contracts, the respondent will cooperate with the University and the NCAA to make reasonable accommodations for the externally imposed contracts.

14.1 Products

The term “beverages” as used throughout this Request for Proposal shall be defined as incorporating the following elements:

- 14.1.1 Carbonated beverages shall mean cola, lemon-lime, orange, and other flavored non-alcoholic beverages.
- 14.1.2 Fruit juices shall mean bottled and dispensed fruit juice containing fruit-flavored non-carbonated beverages including punches and ades.
- 14.1.3 Mineral waters shall mean carbonated flavored and non-flavored waters.
- 14.1.4 Water shall mean bottled still and sparkling waters including, for illustrative purposes, such drinks as Dasani, Aquafina, Crystal Geysers, Evian, Poland Spring, Deer Park, etc.
- 14.1.5 Isotonic beverages shall mean fluid replacement drinks sometimes referred to as “sports” drinks including, for illustrative purposes, such drinks as Gatorade and Powerade.
- 14.1.6 Energy drinks shall mean caffeine and herbal containing “soft” drinks including, for illustrative purposes, such as Red Bull and Rock Star.
- 14.1.7 Tea drinks shall include pre-made, tea-based beverages whether flavored, unflavored, sweetened, or non-sweetened including, for illustrative purposes, such beverages as Nestea and Snapple. This category does not include those tea-style drinks currently available at coffee bidders currently on campus.
- 14.1.8 Coffee drinks shall include pre-made coffee based drinks whether sweetened or unsweetened including, for illustrative purposes, such beverages as Frappacino. This category does not include fresh brewed coffee drinks available at several campus venues.
- 14.1.9 Beverages shall not include products dispensed from reusable bottle refilling stations, which the University may place on campus to support sustainability initiatives.

14.2 General Expectations

- 14.2.1 The bidder shall sell a variety, including size and type of container, of packaging for bottled and canned beverages for the purpose of resale in the specified campus retail outlets.
- 14.2.2 The bidder shall provide a guarantee for shelf life of the products (four months for soft drinks, 90 days for juice and one year for water).
- 14.2.3 The bidder will use their best efforts to provide any additional varieties of beverage products and package sizes that may be requested by the University.
- 14.2.4 The bidder shall provide a full listing of all vended products to be sold that includes the product, brand, and volume/weight.
- 14.2.5 The University reserves the right to select various flavors to be sold. It is the intent of the University to ensure the items served are nationally advertised name brand first quality.
- 14.2.6 Significant changes to proposed product selections or package sizes must be pre-approved by the University.
- 14.2.7 The University and Chartwells shall not be responsible for any damage to merchandise or equipment due to high ambient temperatures.
- 14.2.8 **Appendix 2** includes a list of coolers and beverage dispensing equipment at campus locations. The bidder will, at its sole expense, upon mutual agreement with the University and any third party concessionaire when applicable, provide all beverage dispensing, pre-mix/post-mix equipment, lid and cup dispensers, merchandisers, coolers, ice dispensing, and other equipment as required by the University and Chartwells.
- 14.2.9 **Appendix 3** provides an estimated beverage usage for the period of 7/1/15 – 6/30/16. The usage was provided by Chartwells and is as accurate as what is reported to the University.

If the University's actual volume grows from the initial baseline stated in this RFP, the awarded contract will outline the thresholds levels that will allow for increases in cash remuneration during the course of the contract.
- 14.2.10 Equipment must be new or refurbished like new and be of maximized energy efficiency for the entire term of the Agreement, as set out in the minimum requirements. All machines will have a complete package of hardware including shut offs and back flow preventers. Equipment will remain the property of the bidder.
- 14.2.11 The University requires that all equipment and service procedures be maintained at the most current condition over the entire contract term.
- 14.2.12 All machines must comply with current American with Disabilities Act guidelines and any current FDA labeling guidelines or those imposed during the life of this contract.
- 14.2.13 The bidder may not install, move or change machines without prior written approval by the University. Unilateral placement or removal of equipment by the bidder is not authorized.
- 14.2.14 All coolers provided must the Energy Star designation and meet Energy Star specifications for energy efficiency.

- 14.2.15 Ownership of all beverage dispensing equipment shall remain with the bidder. The bidder assumes all risk of damage or theft, however, the University will use reasonable precautions to protect the bidder's equipment.
- 14.2.16 All equipment must be aesthetically appealing, as determined by the University. When three or more machines are placed together at one location, the equipment will be the same height to give the uniformity of appearance.
- 14.2.17 The bidder agrees to have one of its executive level representatives contact the University within twenty-four (24) hours of any request by the University to discuss and resolve recurring problems of critical importance.
- 14.2.18 The bidder shall maintain twenty-four (24) hour availability of a responsible employee, or his/her substitute, with decision-making authority to be contacted in the event of an emergency.
- 14.2.19 The bidder shall notify the University of the Organizational Line of authority for management personnel from the local representative to the representative at the highest corporate level. The University shall be promptly informed of any subsequent changes in company organization.
- 14.2.20 The bidder will not be allowed to engage in excessive promotional practices that blatantly commercialize the campus in an effort to market product. The University, at its sole discretion, will determine what constitutes excessive.

14.3 Inspection by the University

- 14.3.1 The University, through its representatives, may make periodic inspections of all the Bidder's beverage equipment, inside and out, to determine if such are in conformity herewith. The Bidder shall make all improvements as may be reasonably required by the University's representatives from time to time.

14.4 Maintenance

- 14.4.1 The University will not be responsible for any maintenance or repair of beverage dispensing equipment/coolers.
- 14.4.2 All equipment is the property of the Bidder and the Bidder is responsible for providing an acceptable preventative maintenance and emergency twenty-four hour maintenance and repair program.
- 14.4.3 A notice providing a repair service telephone number must be affixed to each piece of equipment.
- 14.4.4 The Bidder is required to be able to respond to service calls placed to that number twenty-four hours a day.
- 14.4.5 Service calls on out-of-order equipment must be provided within four (4) hours; much more rapid response is necessary during normal operating hours.

14.4.6 The Bidder must maintain a record of service calls that include the time and date of the call, action taken, and the time and date repairs were made. Said record must be furnished to the University upon request. Equipment requiring more than three service calls for the same issue must be replaced.

14.5 Products

The Bidder shall provide a complete product list with portions sizes available and provide updated list quarterly throughout the year.

14.6 Graphics

Bidders should submit samples of graphics from other colleges and universities with the RFP for area décor and machine fronts. All graphics that will be placed on vending machines, coolers, beverage dispensing equipment under this contract must be reviewed by University Communications for approval before implementation.

14.7 Restocking Schedule

The bidder should provide a schedule for servicing the campus retail outlets.

14.8 Special Promotions

It is the University's expectation the bidder awarded this contract will provide promotions that may be used at MSU through the duration of this contract. This includes in-kind donations to be approved by the University. In-kind donations are to be separate from the exclusive pouring rights cash remuneration.

14.9 Equipment

The University requires that all equipment and service procedures be maintained at the then state-of-the-art condition over the entire term of the contract. The bidder should provide detailed information regarding the following categories:

14.9.1 List of new, direct from factory machines to be installed on campus

14.9.2 List of like-new, refurbished, beverage dispensing equipment to be installed on campus

14.10 Internships

MSU anticipates that the awarded bidder shall provide internship opportunities to MSU students.

14.11 University Annual Events

The University hosts the following events, among others, at which the awarded bidder will have the opportunity to provide in-kind or other donations, product samples, and collateral items that are

beyond the cash remuneration that the University will be receiving from the awarded bidder during the course of the contract. Events may be added or removed during the course of the contract award.

- 14.11.1 Scholarship Dinner (Spring)
- 14.11.2 Red Hawk Open, Golf Outing (Fall)
- 14.11.3 Red Hawk Day (early September)
- 14.11.4 Red Hawk Fall Frenzy (month of September)
- 14.11.5 Homecoming
- 14.11.6 Athletic Events
- 14.11.7 Student Government Events: Student Government Dinner
- 14.11.8 Greek Week
- 14.11.9 World's Fair

15. STATEMENT OF QUALIFICATIONS

Please verify that your organization's ability to meet each of the above listed requirements under Section 14.0 Scope of Work in its entirety. Your statement of qualifications should be presented in the same order as they are listed herein. Additionally, you must then address the following submittal requirements. Attachments that amplify responses or provide relevant illustrations are welcome. Restate each requirement within and give your response accordingly.

- 15.1 Provide a short narrative describing the company's history, not to exceed five (5) pages. Include previous experience in beverage pouring rights agreements. In addition, please provide an organization chart for the Northeast region as required above.
- 15.2 Provide the name(s) and contact information, e-mail, phone number, cell phone and mailing address of the officers or individuals who will be responsible for this account.
- 15.3 Provide the company's plan to effectively market and promote beverage sales through several campus facilities, such as athletics, campus dining, bookstore, etc., over the course of the contract.
- 15.4 Submit a sample annual calendar of events to include marketing and promotions efforts.
- 15.5 Detail the equipment and coolers with the associated locations that the company will provide and supply visual examples.

- 15.6 Enumerate the annual athletics promotional items including but not limited to coolers, cups, squeeze bottles, logo towels. Identify any internship opportunities that will be provided to MSU students.
- 15.7 Provide the details of proposed maintenance program and schedule based on requirements of this proposal.
- 15.8 Provide report samples and a narrative on technology used to meet the reporting requirements.
- 15.9 Provide three references from universities of a similar size and scope.
- 15.10 List any contracts cancelled or not renewed in the last five years, including a contact person for each.

16. BID PROPOSAL PREPARATION AND SUBMISSION

GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's Signature Page (Attachment #1) and cover letter, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the World Wide Web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid proposal's content changes as the referenced web pages change.

17. BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at Procurement Services in accordance with the instructions on the RFP's Signature Page (Attachment #1) and cover letter.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. Late bid proposals are ineligible for consideration.

THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE **RFP NUMBER 1279W** AND TITLE "**POURING RIGHTS**" AND THE BIDDER'S NAME AND ADDRESS.

18. NUMBER OF BID PROPOSAL COPIES

The bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit six (6) full, complete and exact copies of the original in a thumb drive format. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the University in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

19. FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the University with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit its latest annual certified financial statement that includes a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If a certified financial statement is not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statement and other information included in the statement fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the period presented in the statement. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the University may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the University may deem the bid proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its bid proposal.

The University reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

20. OFFER SCHEDULE

The bidder must submit its pricing using the format set forth in the offer schedule attached to this RFP (Attachment #5). Failure to submit all information required will result in the bid proposal being considered non-responsive. Each bidder is required to hold its offer firm through issuance of the contract.

21. PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of addendum to this RFP, this RFP (including the University's Standard Contract Terms and Conditions (Appendix 1)), the contractor's bid proposal and the University's Agreement incorporating these documents and signed by the contractor and the University's Vice President for Finance and Treasurer.

In the event of a conflict between provisions within the contract documents, the contract documents shall have the following order of priority: Agreement, RFP Addendum by later issuance date, the RFP, the University's Standard Contract Terms and Conditions and the contractor's bid proposal.

22. 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 date of the contract.

23. CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the University's Vice President for Finance and Treasurer.

24. TERM OF CONTRACT

The term of the contract will be ten years contingent upon the performance of the vendor. The initial term on the contract will begin July 1, 2017 through June 30, 2027.

~~Pursuant to N.J.S.A. 18A:64:79, all multi-year contracts shall be subject to the availability and appropriation annual of sufficient funds as may be required to meet the extended obligation.~~

25. CONTRACT WARRANTY

The contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the contractor under the contract. The contractor agrees to perform in a good, skillful and timely manner all services set forth in the contract.

The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the contract. The approval of interim deliverables furnished under the contract shall not in any way relieve the contractor of

fulfilling all of its obligations under the contract. The acceptance or payment for any of the services rendered under the contract shall not be construed as a waiver by the University, of any rights under the agreement or of any cause of action arising out of the contractor's performance of the contract.

The acceptance of, approval of or payment for any of the services performed by the contractor under the contract shall not constitute a release or waiver of any claim the University has or may have for latent defects or errors or other breaches of warranty or negligence.

26. ITEMS ORDERED AND DELIVERED

The contractor is authorized to ship only those items covered by the contract resulting from this RFP. If a review of orders placed by University user departments reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the University's Vice President for Finance and Treasurer as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The University's Vice President for Finance and Treasurer may take such steps as are necessary to have the items returned to the contractor, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the University the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical University services. Any delay in delivery of these items would disrupt University services and would force the University to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the University's ongoing needs.

27. REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the University's Vice President for Finance and Treasurer may take steps to terminate the contract in accordance with the provisions herein and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the University by the defaulting contractor.

28. PROPOSAL EVALUATION CRITERIA

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

28.1 Overall company background and experience

28.2 Marketing and promotional plans

28.3 Internship Opportunities

28.4 Implementation Schedule

28.5 Quality of References

28.6 Financial Offering

29. ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

30. BID DISCREPANCIES

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

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

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.

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

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

31. CONTRACT AWARD

The contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the University, price, and other factors considered. The University reserves the right to reject any or all bids, or to award in whole or in part, if deemed to be in the best interest of the University to do so.

Furthermore, the University reserves the right to waive any other bid requirement in their sole discretion when such waiver is in the best interest of the University and where such waiver is permitted by law.

DOCUMENTS/APPROVALS REQUIRED BEFORE CONTRACT AWARD

32. AFFIRMATIVE ACTION – Please reference Exhibit A (Attachment #6)

The bidder recommended for contract award is required to submit a copy of its Certificate 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 an Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a University contract. The Affirmative Action Employee Information Report (AA-302) is located at http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf.

33. POLITICAL CONTRIBUTION DISCLOSURE REQUIREMENTS

The University may not contract to procure from any vendor services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if the vendor has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

Prior to awarding the contract to a bidder, the bidder proposed as the intended awardee of the

contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the bidder and reporting all contributions the bidder made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review at <http://www.state.nj.us/treasury/purchase/forms.htm#EO134>, shall be provided to the intended awardee for completion and submission to Procurement Services. The intended awardee shall submit the completed Certification and Disclosure(s) within five (5) business days to the assigned Procurement Services buyer. Failure to submit the required forms will preclude award of a contract under this RFP.

Further, the intended awardee is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review at <http://www.state.nj.us/treasury/purchase/forms.htm#EO134>.

34. STATE TREASURER APPROVAL

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

35. ADDITIONAL POLITICAL CONTRIBUTION DISCLOSURE REQUIREMENTS

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

36. INSURANCE CERTIFICATES

The bidder recommended for contract award shall provide the assigned Procurement Services buyer with current certificates of insurance for all coverages required by Section 2.3 of the University’s Standard Contract Terms and Conditions, Appendix 1.

37. VENDORS RIGHT TO PROTEST AWARD OF CONTRACT

A vendor who submits a proposal in response to this RFP may submit a written protest to the Director of Procurement of the University setting forth in detail the specific grounds for

challenging the award. The protest shall be filed within 10 business days following the vendor's receipt of written notification, sent either by certified mail or facsimile transmission, that its bid was not accepted or of notice of the decision to award the contract. Any protest filed after the 10 day period may be disregarded. If the contract award is protested, the University may proceed to award the contract if the failure to award will result in substantial cost to the University or if public exigency so requires.

**MONTCLAIR STATE UNIVERSITY
STANDARD CONTRACT TERMS AND CONDITIONS**

Appendix 1

- I. The contractor certifies that it understands and agrees that the following terms and conditions (collectively the "University's Standard Terms and Conditions") are incorporated into any contract awarded by the University.
- II. In the event the terms and conditions within the contractor's proposal conflict with the University's Standard Terms and Conditions, the University's Standard Terms and Conditions will govern.
- III. The contractor's status pursuant to the contract shall be that of an independent contractor and not an employee of the University.

1. LAWS REQUIRING MANDATORY COMPLIANCE BY ALL UNIVERSITY CONTRACTORS

1.1 BUSINESS REGISTRATION (Contracts in excess of \$4,605)

- a. All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. The contractor must provide proof of a valid and current business registration with the Division of Revenue to the University's Procurement Services Department before starting work under the contract. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at www.state.nj.us/njbgs/services/html.
- b. All sub-contractors of the contractor must provide the contractor with a copy of a current and valid Business Registration Certificate. The contractor must forward the Business Registration Certificates of all subcontractors to the University's Procurement Services Department prior to any subcontractor starting work under the contract.

1.2 ANTI-DISCRIMINATION – The contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.

1.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into by the University, except those contracts which are not within the scope of the Act. The contractor's acceptance of the University's Standard Terms and Conditions is his guarantee that neither he nor any subcontractor he might employ to perform the work has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.

1.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.
1.4

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

1.6 OWNERSHIP DISCLOSURE – No contract can be issued by the University unless the contractor has completed an Ownership Disclosure Form, disclosing the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

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

1.8 COMPLIANCE WITH N.J.S.A. 19:44A-20.13 et seq. ("Pay to Play" Act). The University's Procurement Services Department will provide the selected contractor with a "Contractor's Certification and Disclosure of Political Contribution Form" to complete. The Procurement Services Department will forward the completed Form to the State Treasurer or his designee for review pursuant to the Act. In the event the State Treasurer determines that the Act precludes a contract award to the selected contractor, a contract award will not be made. In the event a contract award is made, the contractor is under a continuing duty to disclose all contributions that may be made during the term of the contract. In such event, the contractor must immediately complete the Continuing Disclosure of Political Contributions Form and submit the completed Form to the University's Procurement Services Department. All forms and instructions are available from the University's Procurement Services Department.

1.9 POLITICAL CONTRIBUTION DISCLOSURE BY CONTRACTOR- If the contract is in excess of \$17,500, the contractor must comply with P.L. 2005, c.271, by completing and submitting to the University's Procurement Services Department the required Chapter 271 Political Contribution Disclosure Forms, before the effective date of the contract. Failure to comply with this political contribution disclosure requirement may result in the cancellation of the contract award and/or imposition of financial penalties by the New Jersey Election Law Enforcement Commission ("ELEC"). Additional information about this requirement is available from ELEC at 888-313-3532 or at <http://www.elec.state.nj.us/>.

1.10 CONTRACTOR ANNUAL ELEC DISCLOSURE OBLIGATION- The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at <http://www.elec.state.nj.us/>.

1.11 SET-OFF FOR STATE TAXES AND CHILD SUPPORT- Pursuant to N.J.S.A. 54:49-19, if the contractor is entitled to payment under the contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

1.12 FEDERALLY FUNDED PROJECT CONTRACTS – This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

2. LIABILITIES

2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the University and the State of New Jersey, their respective officers, agents, servants 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 his contract.

2.2 **INDEMNIFICATION** - The contracting party shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the University, the New Jersey Educational Facilities Authority and the State of New Jersey, including their trustees, officers, employees, volunteers and agent from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) 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 services provided under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 **INSURANCE** - The selected bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better.

The selected bidder shall provide the University's Procurement Services Department current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the University's Procurement Services Department. All insurance required herein shall contain a waiver of subrogation in favor of the University. All insurance required herein, except Workers' Compensation, shall name Montclair State University, the State of New Jersey, the New Jersey Educational Facilities Authority as additional insureds. The insurance to be provided by the contractor for the term of the contract and any agreed upon extension thereof shall be as follows.

Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, two million dollars (\$2,000,000) product/completed operations aggregate. A "per location or project endorsement" shall be included, so that the general aggregate limit applies separately to the location or project that is the subject of this contract.

Comprehensive Automobile Liability covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.

Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of the contracting party and any subcontractor who will be engaged in the performance of this contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employee, and one million dollars (\$1,000,000) disease, aggregate limit. Lower primary limits will be accepted if employer's liability insurance is included under the umbrella insurance and the umbrella limit exceeds the employer's liability limit requirements.

Excess Liability, umbrella insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer's liability insurance shall be provided with minimum limits of five million dollars (\$5,000,000) per occurrence, five million dollars (\$5,000,000) general aggregate, and five million dollars (\$5,000,000) products/completed operations.

The contractor shall require all subcontractors to comply with all of the insurance requirements described above. It is a contractor option to determine the amount of excess liability it will require

its subcontractors to carry. The contractor shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor prior to the subcontractor's beginning work on the project. The contractor shall provide copies of all subcontractor certificates of insurance to the University upon request.

3. CONTRACT EXTENSION

In the event the contract has an extension option and the University determines that it is in the best interest of the University to extend the contract, the contractor will be so notified at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the extension request. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

4. CONTRACT TERMINATION

a. Change of Circumstance:

Notwithstanding any provision or language in this contract to the contrary, where the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the University's interest, the University may terminate the contract upon 30 days written notice to the contractor.

b. For cause:

1. Where the contractor fails to perform or comply with a contract, the University may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by documented late delivery, poor performance of service, short-shipping etc., the University may terminate the contract upon 10 days notice to the contractor.

In the event of contract termination under a. above i.e. Change of Circumstance, the contractor will be compensated by the University for goods and/or services satisfactorily performed and accepted in accordance with the contract, up to the date of termination.

In the event of termination of the contract under b. above, i.e. For Cause, the University may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the terminated contractor or, if no monies are due the terminated contractor, the difference in price shall be an obligation owed the University by the terminated contractor.

5. SUBCONTRACTING OR ASSIGNMENT

The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the University. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the University.

6. PERFORMANCE GUARANTEE

The contractor certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in

production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

- b. All equipment supplied to the University that is operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the contractor's proposal from time of written acceptance by the University. The contractor will render prompt service without charge, regardless of geographic location.
- d. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- e. All services rendered to the University shall be performed in strict and full accordance with the specifications stated in the contract.

7. DELIVERY GUARANTEE

All items contracted for are F.O.B. Destination. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the University. The University reserves the right to deduct from the Contractor's invoice all charges incurred by the University in the event any items are shipped and delivered on a "Collect" basis via common carrier in lieu of the specified F.O.B. Destination.

The contractor is responsible for the delivery of material in first class condition to the University in accordance with good commercial practice. The contractor shall only ship those items and quantities that are covered by contract. If a review of material received indicates that material other than that covered by the contract has been ordered and delivered, the University will take such steps as are necessary to have the material returned, regardless of the time lapsed between delivery and discovery of the violation. Compliance with this requirement is the full responsibility of the contractor.

The University shall accept deliveries during normal business hours, 7:00 a.m. to 5:00 p.m. on normal business days (Monday through Friday).

All items must be delivered into and placed at a point within the buildings as directed by the University. Notification must be given 24 hours in advance on any single item weighing over 500 pounds by calling the University's Central Receiving at 973-655-4359.

Unloading and the placing of any supplies or equipment at specified site is the sole responsibility of the contractor. The contractor shall notify the assigned trucker for implementation of this requirement at no additional cost to the University.

In the event delivery of goods or services is not made within the number of days contracted, the University's Procurement Services Department may authorize the purchase of the goods and services from any available source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the defaulting contractor or, if no monies are due the defaulting contractor, the difference in price shall be an obligation owed the University by the defaulting contractor.

8. MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions. For contracts that total \$2 million or greater, the Contractor shall maintain all documentation related to products, transactions or services under this

contract for a period of five (5) years from the date of final payment, and such records shall be made available to the New Jersey Office of the State Comptroller upon request.

9. PRICE FLUCTUATION DURING CONTRACT

In the event of a contractor's price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.

10. TAX CHARGES

The University is exempt from State sales or use taxes and Federal excise taxes. Prices charged must not include such taxes.

11. PAYMENT TO CONTRACTOR

Payment for goods and/or services purchased by the University will be made to the contractor within 30 days of the later of an acceptable invoice from the contractor or the University's acceptance of the contracted products and/or services.

12. STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the University, pursuant to Executive Order No. 189 (1988):

- a. The contractor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any University officer or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such University officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such University officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University officer or employee from the contractor shall be reported in writing forthwith by the contractor to the Attorney General and the Executive Commission on Ethical Standards.
- c. The contractor may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such contractor to, any University officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the University, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the University officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any University officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any University officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.

- f. The provisions cited above in paragraph 12a. through 12e. shall not be construed to prohibit a University officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public promulgate under paragraph 12c.

13. NOTICES: All notices required under this contract shall be in writing and shall be validly and sufficiently served by the University upon the contractor if addressed and mailed by certified mail to the address set forth in the contractor's proposal. Notices from the contractor to the University shall be addressed and mailed by certified mail to the attention of the Director, Procurement Services Department, Montclair State University, 855 Valley Road, Suite 112, Clifton, N.J. 07013.

14. CLAIMS

Claims asserted shall be subject to the New Jersey Tort Claims Act, N.J.S.A 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

15. APPLICABLE LAW: The contract and all litigation arising from or related to the contract shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

AUTHORIZED SIGNATURE

NAME

TITLE

COMPANY NAME

DATE

MONTCLAIR STATE UNIVERSITY RFP #1279 Waiver of Advertising Appendix 2 Beverage Machines Inventory By Unit

Unit Name	COKE							PEPSI					
	8 Head Fountain w/ water and selzer	8 Head Fountain w/ water and selzer	6 Head Fountain w/ water and selzer	2 Door Bottle	1 Door Bottle	2 Door 5 ft high Bottle	Freestyle Multi Flavor	Minute Maid Juice machine	8 Head Fountain w/ water and selzer	8 Head Fountain w/ water and selzer	6 Head Fountain w/ water and selzer	2 Door Bottle	3 Door Bottle
	w/ ice maker	w/ ice bin no maker	w/ ice bin no maker	Mercandiser	Mercandiser	Mercandiser			w/ ice maker	w/ ice bin no maker	w/ ice bin no maker	Mercandiser	Mercandiser
Sam's Place	3								1			1	
Bistro Freeman	1		1							1			
Student Center Café	1			1				4 head	1				1
Dunkin SC/ So Deli					1								
2 Mato/Chop SC	1												
Outtakes Market SC													
Dining Room SC											1		
Chili's		1											
Dunkin Blanton						1							
Witch-Wich/Outtakes	1												
AuBonPain													
University Café													
Einstein Bros													
Venture Café							1						
Rift Zone					1								
Red Hawk Diner			1										
Shawarma Truck													
Red Hawk Truck													

**APPENDIX 3
MONTCLAIR STATE UNIVERSITY
RFP #1279 WAIVER OF ADVERTISING POURING RIGHTS
ANNUAL BEVERAGE USAGE**

Summary Page

		Units
Coke		
Chartwells		10,612
Vending		93,416
Total		104,028
Pepsi		
Chartwells		23,328
Vending		37,286
Total		60,614
Other		
Chartwells		4,240
Vending		16,404
Total		20,644

RESIDENTIAL, RETAIL AND CATERING

Product	Units	
<u>Coke</u>		
Coke Can	766	Coke
Coke 20 oz	1,779	Coke
Coke BNB	1,803	Coke
Minute Maid BNB	709	Coke

Fuze Tea 20 oz	180	Coke
Honest Tea	653	Coke
SMART H2O	1,370	Coke
Dasani 20 oz	1,944	Coke
Dasani Liter	487	Coke
Minute Maid	286	Coke
Powerade	271	Coke
Monster	131	Coke
Aloe Gloe	103	Coke
Gold Peak Fountain BNB	103	Coke
Zico Coconut Water	19	Coke
Core Power	8	Coke
TOTAL	10,612	

Pepsi

Aqua 20 oz	3,910	Pepsi
Pepsi 20 oz	3,030	Pepsi
Lipton Pure Leaf	4,942	Pepsi
Pepsi BNB	1,128	Pepsi
Trop 12 oz	3,536	Pepsi
Naked Juice	2,872	Pepsi
Gatorade	690	Pepsi
Kickstart	139	Pepsi
Starbucks Frapp	1,109	Pepsi

Starbucks Iced Coffee	237	Pepsi
Starbucks Double Shot	292	Pepsi
AMP	60	Pepsi
Rockstar	34	Pepsi
Muscle Milk	124	Pepsi
Aqua 1 Lt	1,188	Pepsi
Pepsi 1 Lt	37	Pepsi
TOTAL	23,328	

Snapple

Vita Coco	86	Snapple
Nantucket	292	Snapple
Snapple	952	Snapple
TOTAL	1330	

Private Label

Catering H2O 8oz	2379	n/a
Catering H2O 16.9oz	416	n/a
TOTAL	2795	

Catering

Juice Concentrate	115	
TOTAL	115	

VENDING BEVERAGE USAGE

Product	2016	Supplier
Coke Classic 20oz	11,205	Coke
Sprite 20oz	6,118	Coke
Sgrms Ginger Ale 20oz	5,933	Coke
Fanta Pineapple 20oz	4,831	Coke
Fanta Oran 20oz	4,243	Coke
Dt Coke 20oz	4,215	Coke
Crush Grape 20oz	819	Coke
Cher Coke 20oz	502	Coke
Coke Zero 20oz	447	Coke
Crush Orange 20oz	234	Coke
Dt CF Coke 20oz	65	Coke
Monster Energy 16oz	3,277	Coke
Monster MeanBnJava 15oz	1,392	Coke
MonsterZeroUltra 16oz	47	Coke
Dasani 20oz	21,489	Coke
Fuze IcedT Lmn 20oz	5,878	Coke
P-ade ION4MtnBlast 20oz	5,665	Coke
MM Lemonade 20oz	4,065	Coke
P-ade ION4 FrtPnch 20oz	3,296	Coke
MM 100% Apl Jce 15.2oz	3,232	Coke
P-ade ION4 LmnLime 20oz	2,673	Coke
VWtr Energy 20oz	1,266	Coke
VWtr XXX 20oz	927	Coke
VWtr Power C 20oz	694	Coke
MM 100% OJ 15.2oz	346	Coke
P-ade ION4 Orange 20oz	199	Coke
Fuze Dt Iced T Lmn 20oz	97	Coke
FuzelcedTSBerry 20oz	93	Coke
HonestT GrnDragon 16oz	78	Coke
Honest T Lori LmnT 16oz	45	Coke
MMCBerryApIRBerry15.2oz	41	Coke
P-ade Frt Punch 20oz	4	Coke
TOTAL	93,416	

Product	2016	Supplier
Pepsi 20oz	4,606	Pepsi
Schweppes GingrAle 20oz	3,470	Pepsi
Mtn Dew 20oz	2,871	Pepsi
Dt Pepsi 20oz	1,298	Pepsi
Pepsi Wild Cherry 20oz	403	Pepsi
Sierra Mist 20oz	91	Pepsi
Dt Mtn Dew 20oz	84	Pepsi
Mist Twist Lmn Lm 20oz	5	Pepsi
MtnDewKickBlkCher16oz	373	Pepsi
Strbks DbIShot Van 15oz	367	Pepsi
MtnDewKickFrtPnch 16oz	155	Pepsi
Illy Issimo Cap 8.45oz	103	Pepsi
MtnDewKickOranCit 16oz	69	Pepsi
IZZE Blkbry Jce 8.4oz	31	Pepsi
IZZE ClemSparkJce 8.4oz	30	Pepsi
AmpEngy Boost Orig 16oz	12	Pepsi
Aquafina 20oz	5,711	Pepsi
Gtrade Glacier Frz 20oz	4,900	Pepsi
Lpt Iced T w/Lmn 20oz	3,924	Pepsi
Lpt Grn Citrus T 20oz	2,341	Pepsi
Gtrade Frt Pnch 20oz	2,109	Pepsi
HawaianPnch 20oz	1,670	Pepsi
Gtrade Lmn Lime 20oz	935	Pepsi
Gtrade Oran 20oz	428	Pepsi
Brisk Lmnade 20oz	397	Pepsi
Muscle Mlk VanCm 14oz	151	Pepsi
IZZE Pom Spark Jce 12oz	141	Pepsi
IZZE Clem SparkJce 12oz	126	Pepsi
Muscle Mlk Choc 14oz	121	Pepsi
SwtLeaf Orig PET 16oz	103	Pepsi
OSpray CberryGrp 15.2oz	79	Pepsi
SwtLeaf1/2LmnT PLAS16oz	58	Pepsi
Lpt PureLeaf Pch 18.5oz	42	Pepsi
StrbksBlkSwtIcedCof11oz	32	Pepsi
Tazo Org Grn T 13.8oz	26	Pepsi

LptPureLeafSwT 18.5oz	21	Pepsi
LptPureLeafUnswt 18.5oz	3	Pepsi
TOTAL	37,286	

Product	2016	Supplier
Dr Pepp 20oz	6,239	DrPep/Snap
Dt Dr Pepp 20oz	621	DrPep/Snap
Vita Coco Wtr 11.1oz	93	DrPep/Snap
BCocoCafeCafeLatte11.1oz	81	DrPep/Snap
Snple Peach T 20oz	1,815	DrPep/Snap
Snple Kiwi Sberry 20oz	1,638	DrPep/Snap
Snple Frt Punch 20oz	1,279	DrPep/Snap
Snple Lmn Ice T 20oz	1,058	DrPep/Snap
Snap2O SpringWtr 16.9oz	852	DrPep/Snap
Snple Rberry Ice T 20oz	705	DrPep/Snap
Dt Snple Pch Ice T 20oz	304	DrPep/Snap
DtSnpleHalf nHalf 20oz	279	DrPep/Snap
TOTAL	14,964	

Product	2016	Supplier
Steaz Org PchIcedT 16oz	389	n/a
San PelLimonata 11.15oz	274	n/a
SambazonAmazonEngy 12oz	241	n/a
KombuchaPear&Gingr8.4oz	58	n/a
RefreshRBerryPom 12oz	29	n/a
RefreshBBerryAcai12oz	26	n/a
Steaz GrnT Unswt 16oz	24	n/a
SanPelSparkWtrPL 16.9oz	210	n/a
Zola Acai Orig Jce 12oz	67	n/a
BaiBrasiliaBBerry 18oz	64	n/a
HintWtr RBerry 16oz	34	n/a
Hint Wtr Blkberry 16oz	17	n/a
Zola Acai w/BBerry 12oz	7	n/a
TOTAL	1,440	

ATTACHMENT #: 1
RFP SIGNATURE PAGE

REQUEST FOR PROPOSAL: **RFP #:1279W POURING RIGHTS**

RETURN BIDS PROPOSALS TO:

BY US MAIL: PROCUREMENT SERVICES
MONTCLAIR STATE UNIVERISTY
ONE NORMAL AVENUE
MONTCLAIR, NJ 07043

BY HAND OR OVERNIGHT DELIVERY: PROCUREMENT SERVICES
MONTCLAIR STATE UNIVERSITY
150 CLOVE ROAD, THIRD FLOOR
LITTLE FALLS, NJ 07424

ESTIMATED AMOUNT: \$ _____ PROCUREMENT SERVICES BUYER: Patricia Stolarz // Christine Palma
CONTRACT EFFECTIVE DATE: _____ TEL #: (973) 655-4365 / 973-655-4423
CONTRACT EXPIRATION DATE: _____ FAX#: (973) 655-5468

1. BID PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF **4:00 PM ON FRIDAY, MARCH 10, 2017** AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED):

**OFFICE OF PROCUREMENT SERVICES
MONTCLAIR STATE UNIVERSITY
150 CLOVE ROAD, THIRD FLOOR
LITTLE FALLS, NJ 07424**

2. THE BIDDER MUST SIGN THIS RFP SIGNATURE PAGE.
3. THE BID PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS. F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
4. ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
5. ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPREARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
6. THE BIDDER MUST COMPLETE AND SUBMIT WITH BID, THE OWNERSHIP DISCLOSURE FORM (ATTACHMENT# 2), SOURCE DISCLOSURE CERTIFICATION (ATTACHMENT# 3), COMPANY QUALIFICATION CERTIFICATION (ATTACHMENT# 4) AND PRICE SHEET (ATTACHMENT# 5).
7. ~~THE BIDDER IS STRONGLY ENCOURAGED TO ATTEND THE PRE-BID CONFERENCE(S) AND SITE VISIT(S). NO SPECIAL ARRANGEMENTS WILL BE MADE FOR THOSE NOT ATTENDING.~~
8. FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING (RFP SECTION 4.4.2.2).
9. BY SIGNING THIS RFP SIGNATURE PAGE, THE BIDDER CERTIFIES AND CONFIRMS THAT NEITHER THE BIDDER, ITS REPRESENTATIVES, AGENTS OR LOBBYISTS HAVE INITIATED ANY INAPPROPRIATE CONTACT WITH ANY UNIVERSITY EMPLOYEE DURING THE PROCUREMENT TO ATTEMPT TO AFFECT THE BIDDING PROCESS AND SHALL NOT DO SO AFTER SUBMISSION OF THE BID PROPOSAL.
10. THE BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND MUST SUBMIT A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) WITH THE BID PROPOSAL (SEE RFP SECTION 4.4.2.1.).
10. PROPOSALS SHALL REMAIN OPEN FOR ACCEPTANCE AND MAY NOT BE CHANGED OR WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS AFTER THE BID OPENING DATE.

TO BE COMPLETED BY BIDDER

11. FIRM NAME: _____
ADDRESS: _____

12. BIDDER TEL#: _____ EXT: _____ 13. FEDERAL EMPLOYER IDENTIFICATION # _____

14. BIDDER FAX#: _____ 15. BIDDER E-MAIL ADDRESS: _____

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 INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT ADDENDA ISSUED, THE REQUEST FOR PROPOSAL, THE UNIVERSITY'S STANDARD TERMS AND CONDITIONS (APPENDIX 1) AND THE RESPONSIVE BID PROPOSAL CONSTITUTE A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE BY THE UNIVERSITY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER ADDENDA OR THE REQUEST FOR PROPOSAL DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN CONTRACT TERMINATION. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE UNIVERSITY, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

ORIGINAL SIGNATURE OF BIDDER _____ **DATE** _____

PRINT/TYPE NAME _____ **TITLE** _____

MONTCLAIR STATE UNIVERSITY

ATTACHMENT #: 2

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

)ss:

COUNTY OF)

I, _____ of the City of _____

in the County of _____ and the State of _____

being of full age, and duly sworn according to law on my oath depose and say that:

I am _____

of the firm of _____
the Bidder making the Proposal for the above named project, and that I execute the said Proposal with full authority to do so; and said Bidder has not 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 above named project, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the University relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

Signature

Subscribed and sworn to _____

Before me this _____ day of _____, 20__.

Notary Public: _____

My Commission Expires: _____

ATTACHMENT #: 3
SOURCE DISCLOSURE CERTIFICATION

N.J.S.A. 52:34-13.2 requires that all contracts primarily for services shall be performed within the United States, except when the University Contracting Officer certifies in writing that a required service cannot be provided by the contractor or subcontractor within the United States.

SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, all bidders responding to an advertised procurement must submit a completed Source Disclosure Certification Form with the bid proposal, disclosing the location by country where services under the contract, including subcontracted services, will be performed.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The University Contracting Officer shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE UNIVERSITY SHALL PRECLUDE AWARD OF THE CONTRACT TO THE BIDDER.

If during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside the United States, the contractor shall be deemed to be in material breach of its contract, which contract shall be subject to termination for cause, unless approved beforehand by the University Contracting Officer.

ATTACHMENT #: 3
SOURCE DISCLOSURE CERTIFICATION

Bidder: _____

RFP #: 1279W

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 bidder.

The bidder submits this Certification in response to the referenced RFP issued by the Montclair State University, 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 bidder and all subcontractors of the bidder. If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Bidder and/or Subcontractor	Description of Services	Locations[s] by Country	Reasons why services cannot be performed in US
--------------------------------	-------------------------	----------------------------	---

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 of Procurement Services, Montclair State University.

The University Contracting Officer 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.

I understand that if , after award of the contract, it is determined that the contractor has shifted services declared above to be provided within the United State to sources outside the United States, prior to a written determination by the University Contracting Officer that extraordinary circumstances require such shift or that the failure to shift the services would result in economic hardship to Montclair State University, the contractor shall be deemed in breach of contract, which contract will be subject to termination pursuant to the University's Standard Contract Terms and Conditions.

I further understand that this Certification is submitted on behalf of the bidder in order to induce the University to accept a bid proposal, with knowledge that the University 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.

Bidder: _____
[Name of Bidding Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

State of Incorporation: _____

Date of Incorporation: _____

Are you currently doing business in the State of New Jersey? () Yes () No

Number of Years in the Industry: _____

Number of Years in the College/University Industry: _____

II. TYPE OF BUSINESS

Contractor Factory Representative Wholesale

Distributor Consultant Retailer

Manufacturer Carrier

III. PRODUCT/SERVICE CODE(S)

Commodity Codes: _____

SIC Codes: _____

Number of Employees in Company _____

Gross Annual Sales _____

State Licenses or Permits _____

IV. E-COMMERCE

Do you accept Credit Cards: YES NO

Which Types: American Express
 MasterCard
 Visa
 Other

EFT Capability: YES NO

VI. COMMENTS:

Include details, which clearly explain the services your company provides; also describe the characteristics of your company including relevant accomplishments.

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.

Bidder: _____

[Name of Bidding Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

ATTACHMENT #: 5

POURING RIGHTS OFFER

1. **Proposed Exclusive Pour Rights Annual Cash Remuneration** based on the scope of work outlined herein and the current volumes listed in Appendix 2. In-kind or other donations, product samples, and collateral items that are beyond the cash remuneration that the University will be receiving from the awarded bidder during the course of the ten year contract period.

Year	Cash Remuneration	In Kind Donations	Product Donations
1	\$ _____	\$ _____	_____ cases
2	\$ _____	\$ _____	_____ cases
3	\$ _____	\$ _____	_____ cases
4	\$ _____	\$ _____	_____ cases
5	\$ _____	\$ _____	_____ cases
6	\$ _____	\$ _____	_____ cases
7	\$ _____	\$ _____	_____ cases
8	\$ _____	\$ _____	_____ cases
9	\$ _____	\$ _____	_____ cases
10	\$ _____	\$ _____	_____ cases

2. Outline your threshold levels for increases in cash remuneration during the course of the ten year contract period if the University's actual volume grows from the initial baseline.

ATTACHMENT #: 6

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE 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 be 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 personnel 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office 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.

ATTACHMENT #: 7
MACBRIDE PRINCIPLES FORM

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

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

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

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

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

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

Signature: _____

Print Name: _____

Title: _____

Firm Name: _____

Date: _____

ATTACHMENT # 8
State of New Jersey
Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation number: _____ **Bidder/ Offeror:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS.
PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL
ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): _____ **Signature:** _____

Title: _____ **Date:** _____

MONTCLAIR STATE UNIVERSITY
ATTACHMENT #: 9
CONFLICT OF INTEREST

The following regulations are provided to all vendors as official note of **New Jersey's Conflict of Interest Law, Executive Order No. 34** (1976) and **Executive Order No. 189** (1988) which establish the standards of responsibility for state employees and vendors to follow in contractual matters. The violation of the following prohibitions on vendor activities will render the vendor liable to debarment, suspension and disqualification.

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State Officer or employee or Special State Officer or employee, as defined by N.J.S.A. 52:13D-13b and E in the Department of Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any other member of the immediate family, as defined by N.J.S.A. 52:13D-12i., of any such Officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such Officer or employee has an interest with the meaning of N.J.S.A. 52:13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by a State Officer or employee or Special State Officer or employee from any state vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to any State Officer or employee or Special State Officer or employee having any duties or responsibilities in connection with the purchase acquisition or sale of any property or services by or to any State Agency or any instrumentality thereof, or with any person, firm or entity with which he employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.
- d. No vendor shall influence or attempt to influence or cause to be influenced, any State Officer or employee or Special State Officer or employee in his official capacity in any manner which might tend to impair the objectivity or independency of judgment of said Officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State Officer or employee or Special State Officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraphs a through e shall not be construed to prohibit a State Officer or employee or Special State Officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c.

I (we) certify that I (we) have read and understood the above regulations on Conflict of Interest:

Name of Firm: _____

Please Print

By: _____

Signature

Title: _____

Date: _____