



December 23, 2020

[REDACTED]
Executive Director of Procurement Services
Finance & Business Services
2000 Pennington Road, ASB #201
Ewing, NJ 08628-0718

Re: Letter of Agreement -- COVID-19 Testing

Dear Anup:

Please accept this Letter of Agreement ("LOA") articulating the proposed relationship between The College of New Jersey ("TCNJ" or the "College") and our company, Care Plus Bergen, Inc. ("CPB"), as Tenant-Operator of Bergen New Bridge Medical Center ("BNBMC") (collectively referred to as "Hospital"). Both TCNJ and Hospital are a "Party" to this LOA and may collectively be referred to herein as "Parties."

1. TERM. The term of this Letter of Agreement is from December 23, 2020 through December 23, 2021. The term may be renewed for additional one year terms at the mutual consent of both parties. TCNJ may terminate this agreement at any time upon 30 days written notice to Hospital.

2. TESTING SERVICES. Hospital will provide mobile testing units, supplies, and qualified staff to provide COVID-19 testing for TCNJ faculty, staff and students and at TCNJ's option Sodexo's on-campus employees ("Tested Individuals") on the TCNJ campus beginning on Monday January 2, 2021. ("Services") Testing during the spring semester will be conducted at least 5 days per week for at least eight hours on 4 of those days (with evening hours on at least one of those days) but may increase based on volume. The schedule of dates and times is set forth on the Spring Semester Schedule in Appendix D attached hereto and incorporated herein. Additional testing shall be provided for Athletics, pre-arrivals and other limited purposes beginning January 2, 2021 as set forth in the Pre-season Schedule in Appendix E attached hereto and incorporated herein. TCNJ will prior to May 8, 2021 notify Hospital of its testing needs for the summer term and prior to August 8, 2021 notify Hospital of its testing needs for the fall term. The schedules may be adjusted if a testing date falls on a College holiday, extreme weather conditions or during other school breaks or by mutual agreement of the parties. Hospital will provide sufficient staff, testing kits other resources to administer at least 4,000 COVID-19 tests per week, provided that Hospital shall bill TCNJ only for those tests that are administered as set forth in Section 6 hereinbelow.

Testing will occur at a location designated by TCNJ. TCNJ will provide tables and chairs for the Hospital staff, in numbers requested by Hospital. If weather conditions do not allow for testing, TCNJ will either provide an indoor space to the Hospital or postpone testing.

3. RESULTS. Hospital will handle all logistics, demographic collection and result reporting and provide access to the Hospital's Change Healthcare Patient Portal where Tested Individuals can review their results. TCNJ shall provide Hospital with the email address and TCNJ identification number for Tested Individuals. Hospital shall send an email message to Tested Individuals to register in Hospital's portal and input their insurance information prior to their appointment the first time. If a Tested Individual presents for testing without having done so, Hospital will arrange for a QR code at the check-in desk that the Tested Individual may use to access the portal. Hospital will have iPads onsite as well for the use of Tested Individuals without a smartphone. Hospital will implement an online registration and scheduling tool where Tested Individuals will be required to sign an individual consent form (that includes consent to share records with TCNJ) and will schedule a date and time to be tested. Hospital will provide a copy of each signed consent form to TCNJ. Hospital will make best efforts to provide the test results of each Tested Individual to TCNJ within 3 hours or each test but in any event on the same day as the test collection. All positive test results will be communicated by Hospital in writing to the TCNJ COVID-19 Contact Tracing Coordinator (at covidcomply@tcnj.edu) to allow for the designated TCNJ staff to review results and managed the contract tracing process, and via phone call or text message to the Tested Individual in a timely manner. Hospital will also make available to TCNJ Enterprise Applications at the end of each testing day data (positive or negative) on each Testing Individual tested that day and report that data to the New Jersey Communicable Disease Reporting and Surveillance System ("CDRSS").
4. TEST TYPE. TCNJ will determine which COVID-19 diagnostic test the Hospital will administer based upon the options provided by Hospital. The type of COVID-19 diagnostic test selected by TCNJ and cost for each such test are contained in Appendix A. If adequate testing supplies are available, TCNJ may request a different COVID-19 test at any time and with 14 days' notice.
5. OTHER CLINICAL SERVICES. Hospital will provide to TCNJ Health Services five additional test kits (as selected in Appendix A) per week for their additional testing needs. In the event of a suspected outbreak or mass exposure, the Hospital will arrange on campus testing with its mobile van within 24 hours of a request from TCNJ. All Tested Individuals with positive results will have access to a BNBMC Infectious Disease provider via the Hospital's telehealth platform.
6. COMPENSATION. Hospital will bill the commercial insurance of each Tested Individual for each test performed at TCNJ. Hospital will not collect a copay or any other

payment from any Tested Individual. TCNJ will pay the cost for each test administered (as set forth in Appendix A) that insurance does not cover.

Hospital will provide a monthly itemized invoice to TCNJ for each student and employee indicating the cost of the test, insurance billed, insurance reimbursement and remaining amount after insurance. Hospital will not bill TCNJ for any test for which Hospital has not yet received a response from the Tested Individual's insurance company based on the fees outlined in Appendix A. TCNJ will pay each invoice within 60 days after receipt.

7. INSURANCE. Hospital represents, warrants, covenants, and agrees that it has procured and shall maintain insurance for itself and its employees and agents as follows. The insurance shall be of the kinds and in the amounts required in this paragraph, and shall be issued by insurance companies approved to do business in New Jersey. The College of New Jersey, the State of New Jersey, and the New Jersey Educational Facilities Authority shall be named as an additional insured on the policies (excepting the professional liability policy). Hospital expressly agrees that any insurance protection required by this contract shall in no way limit Hospital's obligations under this contract, and shall not be construed to relieve Hospital from liability in excess of such coverage. Nor shall it preclude the College from taking such actions as are available to it under any other provisions of this contract or law. The successful vendor shall secure and maintain in force, for the term of the contract, liability insurance as provided herein. The certificate shall not be cancelled for any reason except after 30 days written notification to the Purchasing Department for The College of New Jersey.

- a. Throughout the entire term of this Agreement, Hospital shall at its sole cost and expense, procure and maintain policies of:
 - i. Professional Liability: Medical malpractice insurance in an amount not less than two million dollars (\$2,000,000) per incident and three million dollars (\$3,000,000) annual aggregate; should Hospital change carriers during the term of this contract, it shall obtain from its new carrier an endorsement for retroactive coverage;
 - ii. Commercial General Liability ("CGL"): CGL coverage on an "occurrence" basis, including products and completed operations, property damage, sexual abuse/molestation, bodily injury and personal & advertising injury. Minimum coverage shall be \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate; the policy shall be as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations);

- iii. Automobile Liability: Insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be \$1,000,000.00 per occurrence, combined single limit for automobile liability and property damage;
 - iv. Workers' Compensation: Insurance as required by the Workers' Compensation Laws of the State of New Jersey or any other applicable law or laws for all employees engaged in work on TCNJ premises. Worker's Compensation Insurance shall include Hospital's Liability coverage with limits of not less than: \$1,000,000 each employee for Bodily Injury by Accident; \$1,000,000 each employee for Bodily Injury by Disease; and \$1,000,000 Bodily Injury by Disease policy limit;
 - v. Cyber/Privacy Liability Insurance: Shall cover the work under this Agreement with limits/sub limits not less than \$1,000,000, which provides, at a minimum, coverage for: (i) Security and Privacy Liability, including defense and indemnity for liability and damages (including investigations, fines, and penalties) resulting from any failure to protect, misuse, misappropriation, unauthorized disclosure, or other breach of private information and personally identifiable information and TCNJ's data; and (ii) event management, including but not limited to data breach notification, public relations, forensics, credit monitoring, and related costs; arising from Hospital's performance of Services. In cases where protected health information (PHI), electronic protected health information (ePHI), personally identifiable information (PII), electronic health records (EHR) or FERPA records are involved, insurance with limits/sub limits not less than \$1,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from the Hospital's performance of Services is required. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages. The Cyber/Privacy Liability insurance requirement can be satisfied by a stand-alone policy or by an endorsement to the Commercial General Liability or the Professional Liability policy.
- b. Hospital shall provide TCNJ with written evidence of such insurance upon execution of this Agreement annually and at any time upon the request of TCNJ. Hospital shall provide 30 days written notice to the College before any cancellation, expiration or non-renewal during the term of the insurance. Hospital shall also be required to provide the College with valid certificates of renewal when policies expire. Hospital shall also, when requested, provide the College with additional copies of each policy required under this contract,

which are certified by an agent or underwriter to be true copies of the policies issued to Hospital.

- c. Hospital shall maintain such insurance beyond the expiration or termination of this Agreement, and during a reasonable period after the term of this Agreement, which in no event shall be less than six (6) years.

8. INDEMNIFICATION. Hospital shall indemnify, defend and hold harmless TCNJ and its trustees, directors, officers, employees, contractors agents and affiliates from and against any and all claims, losses, costs, expenses, damages and liabilities, including penalties, interest and reasonable attorneys' fees (collectively, the "Claims") that Hospital, its physicians, directors, officers, employees, contractors, agents and affiliates incur or suffer arising out of and/or in connection with the Services provided by or act or omission by Hospital pursuant to this Agreement. Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, TCNJ shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of its obligations assumed pursuant to this Agreement. TCNJ hereby releases Hospital from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with TCNJ's performance of the obligations assumed by it or its employees, agents or officers pursuant to this Agreement. The indemnity, defense and hold harmless obligations under this Section shall only apply with respect to Claims not covered by the proceeds of applicable insurance.

9. PROFESSIONAL QUALIFICATIONS. Hospital represents, warrants and covenants that it is and will remain duly licensed by all required federal, state, and local government agencies, administrative agencies, and boards, including but not limited to the State of New Jersey, to provide Services pursuant to this Agreement, and shall maintain such licenses throughout the Term of this Agreement. Hospital represents, warrants and covenants that all providers who will provide Services are and will remain licensed in the State of New Jersey and with any other required agencies or boards. A copy of any such license shall be provided to TCNJ immediately upon request.

Hospital represents, warrants and covenants that it and all employees and agents who render Services shall satisfy the standards and requirements of all applicable state and federal statutes and all applicable standards, rulings, and regulations of the Board of Nursing, Medical Boards and/or equivalent board or agency, the New Jersey Department of Health, and any other applicable governmental agency and/or entity having the authority to administer, regulate, accredit or otherwise set standards for the practice of nursing and/or medicine. All Hospital employees and agents who render Services shall provide Services consistent with the scope of their medical practice, nursing practice, and/or their licensure, as the case may be.

Hospital shall provide immediate notice to the Director of TCNJ's Student Health Services in the event that: (i) Hospital or any of its employees or agents who render Services has its/their licensure revoked or suspended, (ii) Hospital or any of its employees or agents who render Services is subject to any other disciplinary action by federal, state, or local authorities, or any administrative body related to their professional practice, (iii) Hospital or any of its employees or agents who render Services is convicted of any crime, (iv) a claim is brought against Hospital or any of its employees or agents who render Services for medical malpractice, or (v) Hospital or any of its employees or agents who render Services has its/their medical malpractice insurance lapse or canceled.

Hospital acknowledges and agrees that it shall be responsible for the performance of its employees and agents who provide Services. Hospital shall provide proper training and PPE per OSHA requirements and CDC guidelines to its employees and appropriate COVID-19 testing of its employees and other precautions taken by its employees who will be present on TCNJ's campus. Hospital shall maintain and enforce written protocols for infection control, OSHA-compliant Blood Borne Pathogens Policy, and proper protocols for safe testing and processing of samples, cleaning and disinfection of equipment, materials and the work area.

In the event that TCNJ has a complaint about a medical provider who it believes does not meet the standards outlined in this Agreement or who is otherwise unacceptable to TCNJ, Hospital shall provide replacement medical personnel to provide Services.

10. GENDER-BASED AND SEXUAL MISCONDUCT. TCNJ and the Hospital are committed to maintaining a safe learning environment that is free of gender-based and sexual misconduct, including sexual violence, sexual harassment, relationship violence, and stalking. It is also required to comply with the requirements of Title IX of the Education Amendments of 1972 ("Title IX"), 20 U.S.C. §§ 1681 et seq. and its implementing regulations, 34 C.F.R. Part 106, which prohibit such misconduct in educational programs or activities receiving federal financial assistance. In order to protect its students and comply with law, TCNJ has a Policy on Sexual Harassment, Misconduct and Discrimination (the "Policy"). Hospital shall review the Policy and shall notify and train its personnel who provide Services regarding its terms.

11. PRIVACY AND CONFIDENTIALITY.

Hospital agrees and agrees to cause its employees and agents not to use or disclose confidential, proprietary, and nonpublic health, financial and other information concerning Tested Individuals ("Protected Health Information") in violation of the requirements of 45 C.F.R. sections 165.504 and 164.506(e)1, known as the Health Insurance Portability and Accountability Act of 1996, Privacy and Security Standards ("HIPAA"), which are incorporated herein by reference. Hospital agrees and agrees to cause its employees and agents to use best efforts to comply with HIPAA in all respects, including the implementation of all necessary safeguards to prevent such disclosure. Hospital agrees that it will store the Protected Health Information in compliance with HIPAA's Security Rule.

Hospital agrees that it will orally notify TCNJ of any Security Event involving Protected Health Information of Tested Individuals within three business days of Hospital's discovery of the Security Event, regardless of whether the Security Event involves Protected Health Information in the possession of Hospital or one of its agents or subcontractors. The oral report will be followed by a written report, which will include the following information, to the extent it is available: (1) a description of the event; (2) the date the event occurred; (3) the date the event was discovered; (4) the identity and last known mailing address of affected Individuals; (5) the affected categories of information for each affected Tested Individual; (6) a description of the steps taken to mitigate the event; (7) an identification of any law enforcement agency that has been contacted about the event and contact information for the relevant official; (8) a description of the steps that have been, or will be, taken to prevent a recurrence; (9) contact information for the person at the Hospital principally responsible for handling the Security Event; and (10) any other information reasonably requested by TCNJ for purposes of responding to the Security Event. "Security Event" means (i) any access to, or use, disclosure, or acquisition of, Unsecured Protected Health Information, whether in paper or electronic form, not permitted by this LOA or the HIPAA Regulations, and (ii) any Security Incident. The term does not include (1) disclosure of Protected Health Information to an unauthorized person in circumstances where that person would not reasonably have been able to retain the information; or (2) good faith unintentional access to, or acquisition or use of, Protected Health Information by the Hospital's employees, agents or subcontractors in the course of such person's performance of services authorized by this LOA provided that such Protected Health Information is not further accessed, acquired, used, or disclosed by any person.

Hospital agrees and agrees to cause its employees and agents to comply with the requirements of 20 U.S.C. § 1232g and 34 C.F.R. Part 99, known as the Family Educational Rights and Privacy Act ("FERPA"), which are incorporated herein by reference. Hospital agrees and agrees to cause its employees and agents to use best efforts to comply with FERPA in all respects.

Hospital shall comply with the Service Provider Requirements set forth in Appendix C attached hereto and incorporated herein.

The provisions of this Section shall survive the termination or expiration of this Agreement.

12. INDEPENDENT CONTRACTOR. Hospital's relationship with TCNJ is that of an independent contractor. Hospital shall not be deemed to be a partner, agent, or joint venture with TCNJ for any purpose and Hospital's employees and agents shall not be deemed to be employees or agents of TCNJ for any purpose. Neither Hospital nor its employees or agents has the right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of TCNJ, or to bind TCNJ contractually in any manner whatsoever. TCNJ shall not be responsible for payment or compensation to Hospital's employees or agents for Services provided under this Agreement. Employees and agents of Hospital shall have no claim against TCNJ hereunder or otherwise for compensation, vacation pay, sick leave, social

security or disability benefits, unemployment insurance benefits, health insurance, retirement benefits, worker's compensation, or any other employee benefits of any kind.

13. NON-DISCRIMINATION. It is the policy of TCNJ not to discriminate on the basis of race, color, religion, creed, sex, national origin, nationality, citizenship status, age, ancestry, marital or domestic partnership or civil union status, familial status, affectional or sexual orientation, gender identity or expression, atypical cellular or blood trait, genetic information, pregnancy or pregnancy-related medical conditions, disability, protected military or veteran status, or any other characteristic protected by laws and Hospital shall abide by this policy in providing Services. Hospital shall comply with the non-discrimination requirements set forth in Appendix B, attached hereto and incorporated herein.

14. SPECIAL CONTRACTUAL TERMS AND CONDITIONS.

- a. Contract administration: Hospital will coordinate all work schedules with the TCNJ COVID-19 Testing Coordinator once the Contract is awarded.
- b. The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.
- c. Hospital shall comply with the Equal Employment Opportunity and Affirmative Action requirements promulgated by the State Treasurer pursuant to P.L. 1975, c.127, which are set forth at N.J.A.C. 17:27.
- d. Record Retention: Pursuant to N.J.A.C. 17:44-2.2, the Hospital shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- e. Subcontractors: Hospital shall not enter into a contract with a subcontractor unless the subcontractor first provides the Hospital with a valid proof of business registration. Hospital shall maintain and submit to the College a list of subcontractors and their addresses that may be updated from time to time. Hospital and any subcontractor providing goods or performing services under the Contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>. Before final payment is made under the Contract, the Hospital shall submit to the College a complete and accurate list of all subcontractors used and their addresses.

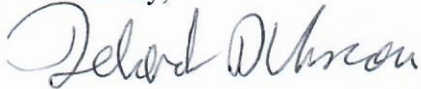
15. MISCELLANEOUS. This Agreement shall be governed by New Jersey law without regard to its conflicts of laws principles and any disputes between the parties will be venued in the Superior Court of New Jersey. This Agreement is subject to TCNJ's Contract General Terms and Conditions, which is attached hereto as Appendix B and incorporated herein. In the event of any conflict between the Terms and Conditions and this Agreement, the terms of this Agreement shall take precedence. A party's failure to enforce a provision of this Agreement or insist upon strict adherence to any term, covenant or condition of this Agreement, shall not constitute a waiver of such party's rights to enforce such provision or any other provision or term of this Agreement. This Agreement shall be modified or amended only upon a writing signed by both parties. Neither TCNJ nor Hospital shall assign or dispose of any rights or obligations under this Agreement, without the express written consent of the other party; neither party shall unreasonably withhold such consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted assigns. All notices under this Agreement shall be in writing, shall be addressed to the undersigned at their last known address (provided that notices to the Hospital shall be addressed to its address first set forth hereinabove and marked to the attention of its Chief Executive Officer with a copy to its General Counsel) and shall be deemed to have been duly delivered when received if personally delivered (at home or at work); delivered the next business day if sent by Federal Express (or similar overnight service); and delivered five (5) days after it is sent, if mailed via certified mail, return receipt requested. All notices sent to TCNJ shall have a copy sent to the TCNJ Administrator at the address listed above with a copy to its Vice President and General Counsel. The parties hereto represent that each party has had the opportunity to be represented by legal counsel in connection with the negotiation of the terms and conditions of this Agreement. This Agreement shall not be interpreted in favor of any party. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein. This Agreement sets forth the entire agreement and understanding of the parties regarding the subject matter hereof, and supersedes any prior oral or written agreement regarding the subject matter hereof. This Agreement may be signed in any number of counterparts each of which shall be deemed an original, but all of which shall be deemed to be and constitute one and the same instrument. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

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The College of New Jersey
December 23, 2020
Re: Letter of Agreement
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If you are in agreement with the terms set forth above and wish to proceed with the Services articulated herein please sign this LOA in the space provided below and return an executed copy to my attention.

Sincerely,



Deborah Visconi
President and Chief Executive Officer

Agreed to and Accepted
The College of New Jersey

Lloyd
By: Ricketts

Digitally signed by Lloyd Ricketts
DN: cn=Lloyd Ricketts, o, ou,
email=ricketts@tcnj.edu, c=US
Date: 2020.12.22 19:12:16 -05'00'

Title: Vice President and Treasurer
Date: December 23, 2020

cc: Aaron Hajart
Senior Vice President and Chief Operating Officer

bcc: Geoffrey T. Gibson, Esq.

Appendix A
Schedule of Testing Services and Fees

1. Diagnostic Testing

Testing will be administered utilizing a FDA EUA authorized Rapid Antigen test available through the Bergen New Bridge Medical Center laboratory that is approved by TCNJ. TCNJ may request additional tests types or brands if available to Bergen New Bridge Medical Center.

2. Fee Schedule for Non-Covered Services

Test	Type	Cost Per Test	
Qiagen's QIArearch SARS-CoV-2 Antigen Test	Antigen	\$	45.23
Quidel's Sofia II SARS Antigen FIA Test	Antigen	\$	45.23
CareStart COVID-19 Antigen Test	Antigen	\$	41.00
Fosun COVID-19 RT-PCR molecular test	PCR	\$	52.00
Collection Fee		\$	8.00

APPENDIX B



GENERAL TERMS AND CONDITIONS

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

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

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

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

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

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

1.5 OWNERSHIP DISCLOSURE-Contracts for any work, goods, or services cannot be issued to any firm unless the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.6 COMPLIANCE-STATE LAWS-It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed by and construed in accordance with the laws of the State of New Jersey. The laws of the State of New Jersey shall determine the rights and obligations of the parties hereto.

A. Business Registration – As a condition to entering into a State contract, pursuant to N.J.S.A. 52:32-44, the College is prohibited from entering into a contract exceeding \$5,160 with an entity unless the entity and any subcontractor, if applicable, have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the State Department of the Treasury.

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

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

C. The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.

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

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

F. Annual ELEC Disclosure - Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC),

pursuant to N.J.S.A 19:44A-20.27 (P.L. 2005, c. 271, section 3 as amended) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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

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

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

J. Diane B. Allen Equal Pay Act - Pursuant to N.J.S.A. 34:11-56.14, a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

K. Warranty of No Solicitation By Paid Agent - Pursuant to N.J.S.A. 18A:64-6.1, the contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, broker-age or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the College shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

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

2. LIABILITIES

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

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

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

days written notification to the Purchasing Department for The College of New Jersey.

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

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

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

3. **Worker's Compensation Insurance** applicable to laws of the State of New Jersey and Employers Liability Insurance with a limit of not less than \$500,000.

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

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

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

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

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

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

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

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

3.3 VENDOR RIGHT TO PROTEST INTENT TO AWARD

- A. Except in cases of emergency, vendors have the right to protest the Contracting Officer's award of the contract as announced in the notice of intent to award. Unless otherwise stated, a vendor's protest must be received no later than seven business days after the date on the notice of intent to award. In the public interest, the Contracting Officer may shorten the protest period, but shall provide at least 48 hours for vendors to respond to a proposed award.
- B. A protest must be in writing and delivered to the Contracting Officer. It must include the specific grounds for challenging the award.
- C. The Contracting Officer shall render the College's decision within 10 days to the protesting vendor.

3.4 TERMINATION OF CONTRACT

A. Change of Circumstances:

1. Where the circumstances or needs of the College significantly change or the contract is otherwise deemed no longer to be in the public interest, the Contracting Officer may terminate the contract.
2. The vendor must, where practicable, be given 30 days written notice and an opportunity to respond.

B. For Cause:

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

C. For Convenience:

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

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

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

- A. An explanation of the past performance difficulties and the reasons for such occurrences.
- B. An outline of corrective action taken by the vendor to preclude future recurrences of the same or similar problems in the event the vendor is awarded the contract.

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

3.7 PERFORMANCE GUARANTEE OF VENDOR-The vendor hereby certifies that:

- A. The equipment offered is standard new equipment, is the manufacturer's latest model in production with parts regularly used for the type of equipment offered and that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- B. All equipment operated by electrical current is UL listed where applicable.

C. All new machines are guaranteed as fully operational for the period stated in the RFP from time of written acceptance by The College. The vendor will render prompt service without charge, regardless of geographic location.

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

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

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

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

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

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

I. Bid and Performance Security – **INTENTIONALLY OMITTED.**

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

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

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

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

3.12 Extension of Contract to Other Institutions – INTENTIONALLY OMITTED.

3.13 MERGERS, ACQUISITIONS - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the College as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested, which may include but need not be limited to the following:

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. updated information including ownership disclosure and Federal Employer Identification Number

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

3.15 BID ACCEPTANCES AND REJECTIONS - The College reserves the right to waive minor elements of non-

compliance or reject bids in accordance with law.

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

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

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

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

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

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

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

5. FORCE MAJEURE

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

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

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

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

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

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

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

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

NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE - Please be advised that, pursuant to N.J.S.A. 54:49-19, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the

taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

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

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

RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Rider apply to all purchases funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. PROCUREMENT OF RECOVERED MATERIALS

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
1. Paper and paper products listed in 40 C.F.R. 247.10;
 2. Certain vehicular products as listed in 40 CFR 247.11;
 3. Certain construction products listed in 40 C.F.R. 247.12;
 4. Certain transportation products listed in 40 C.F.R. 247.13;
 5. Certain park and recreation products, 40 C.F.R. 247.14;
 6. Certain landscaping products listed in 40 C.F.R. 247.15;
 7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
 8. Other miscellaneous products listed in 40 C.F.R. 247.17.

- B. As defined in 40 CFR 247.3, "recovered material" means:

1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:

- a. Postconsumer materials such as -
 - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
 - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
- b. Manufacturing, forest residues, and other wastes such as -
 - i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
 - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
 - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
 - v. Fibers recovered from waste water which otherwise would enter the waste stream.

- C. For contracts in an amount greater than \$100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For

all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

II. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and

such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

III. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in

Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

V. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

VI. CLEAN AIR ACT, 42 U.S.C. 7401-7671q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

VII. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

VIII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

APPENDIX C

SERVICE PROVIDER REQUIREMENTS

Pursuant to the LOA, Hospital ("Service Provider") is a service provider to whom The College of New Jersey ("TCNJ") shall provide access to workforce member and student nonpublic personal information. Service Provider shall provide adequate safeguards for the protection of the confidentiality of such information. To the extent applicable to the performance of Service Provider under the LOA, those safeguards shall conform to the requirements of the Family Educational Rights and Privacy Act ("FERPA")¹ and its implementing regulations², the Gramm-Leach-Bliley Act³ ("GLBA"), the Federal Trade Commission's *Standards for Safeguarding Customer Information*⁴ (the "Safeguards Rule") and the Fair and Accurate Credit Transactions Act of 2003⁵ ("FACTA") (which amends the Fair Credit Reporting Act⁶ ("FCRA")) and regulations issued by the Federal Trade Commission ("FTC"), the federal bank regulatory agencies, and the National Credit Union Administration ("NCUA") (the "Red Flag Rules")⁷ requiring financial institutions and creditors to develop and implement written identity theft prevention programs (collectively, these statutes and regulations may be referred to as the "Privacy Laws"). The confidentiality, security and other requirements set forth in this Exhibit (the "Service Provider Requirements") shall comprise the minimum safeguards to be employed by Service Provider.

1. Definitions

- 1.1. "Personal Information" means any confidential and proprietary information and documents (including education records under FERPA, and nonpublic personal information), in any form (e.g., electronic, paper, or other) concerning any TCNJ Community Members that are submitted under this LOA or which Service Provider becomes aware of during the course of its performance hereunder.

¹ 20 U.S.C. § 1232g.

² 34 CFR Part 99.

³ Pub. L. 106-102 (1999), 15 U.S.C. §6801 *et seq.*

⁴ 16 CFR Part 314, Standards for Safeguarding Customer Information.

⁵ Pub. L. 108-159.

⁶ 15 U.S.C. § 1681 *et seq.*

⁷ 16 C.F.R. Part 681.2.

- 1.2. "Nonpublic personal information" takes the meaning provided in the FTC's *Privacy of Consumer Financial Information Final Rules* (the "Privacy Rule"), except that in this context nonpublic personal information is not limited to information about customers or consumers of TCNJ that seek or are provided financial products or services, but rather nonpublic personal information includes information about TCNJ Community Members regardless of whether they seek or obtain any financial product or service. Examples of nonpublic personal information include the following: TCNJ Community Member's social security number, address, grades, employment data and any other personally identifiable information that if disclosed without authorization might result in substantial harm or inconvenience or liability under applicable privacy laws.
- 1.3. "TCNJ Community Members" means current or former or prospective trustees, officers, faculty, staff, employees, students, volunteers, agents, or representatives of TCNJ or its affiliates.

2. Personal Information Confidentiality and Nondisclosure

Personal Information shall be considered property of TCNJ. Service Provider shall hold all Personal Information in the strictest confidence and in accordance with applicable laws and regulations as well as TCNJ's policies and procedures. Service Provider shall obtain no proprietary rights (directly or indirectly) in or to the Personal Information. Service Provider shall not disclose the Personal Information to any third party without the prior written consent of TCNJ unless (i) required to perform Service Provider's obligations under the LOA or (ii) required by law in which event Service Provider shall promptly notify TCNJ of such request or requirement. Service Provider shall use such Personal Information only in connection with the furtherance of the business relationship between the parties, and Service Provider shall make no further use, in whole or in part, of any such Personal Information. Service Provider further agrees to disclose the Personal Information only to its employees whose services are required in furtherance of the objectives of the business relationship between the parties, and to require each of its employees to comply with the terms of this LOA, prior to the disclosure to such employees. Upon the expiration or termination of the LOA, for any reason, Service Provider shall promptly turn over and return to TCNJ all Personal Information (in whatever form or media) or upon the written direction of TCNJ, destroy the Personal Information.

3. Service Provider Safeguards Statement

Service Provider has submitted a statement (the "Service Provider Safeguards Statement," a copy of which is attached hereto) to TCNJ that defines what steps Service Provider is taking and shall take to protect TCNJ customer information. Service Provider shall review the Service Provider Safeguards Statement and revise as appropriate not less than annually. Service Provider shall comply with the requirements included in the Service Provider Safeguards Statement. TCNJ may annually (or more frequently as circumstances require in TCNJ's

judgment) conduct a review, in connection with the LOA, of Service Provider's compliance with the Service Provider Safeguards Statement, Service Provider Requirements, and the Privacy Laws.

4. Service Provider Agreements, Acknowledgments, Representations and Warranties

Service Provider agrees, acknowledges, represents and warrants as follows:

- 4.1. The LOA permits Service Provider access to Personal Information, including, without limitation, nonpublic personal information such as:

Personally identifiable student record information and a broader range of other personally identifiable, non-public, student and/or employee information.
- 4.2. Service Provider shall hold the Personal Information in strict confidence and access it only for the explicit business purpose of the LOA.
- 4.3. Service Provider shall ensure compliance with the confidentiality and security conditions of the LOA, Service Provider Safeguards Statement and Service Provider Requirements and, as applicable, the Privacy Laws.
- 4.4. Service Provider shall protect the Personal Information it accesses according to commercially acceptable standards and no less rigorously than it protects its own and its customers' confidential information.
- 4.5. TCNJ may require the prompt return or destruction of all copies of Personal Information received by Service Provider upon completion of the LOA.
- 4.6. Service Provider stipulates to allowing the entry of injunctive relief without the posting of bond in order to prevent or remedy breach of the confidentiality obligations of the LOA.
- 4.7. Service Provider stipulates that any violation of the Service Provider Requirements shall constitute a material breach of the LOA and entitles TCNJ to immediately terminate the LOA without penalty to TCNJ.
- 4.8. Service Provider shall maintain controls to ensure that any subservicer used by Service Provider will also be able to protect and will protect customer information.
- 4.9. TCNJ may request copies of audits and test result information that indicate the degree to which Service Provider and any subservicers implement appropriate information security measures in connection with the LOA.
- 4.10. TCNJ may audit Service Provider's compliance with Service Provider Requirements and Service Provider shall cooperate with TCNJ in any such audits.
- 4.11. Service Provider Requirements shall survive any termination of the LOA.

APPENDIX D

Spring Semester Schedule

Saturday January 23, 2021 8:00 a.m. – 4:00 p.m.
Sunday January 24, 2021 8:00 a.m. – 4:00 p.m.

Beginning January 25, 2021

Monday	8:00 a.m. – 4:00 p.m.
Tuesday	8:00 a.m. – 4:00 p.m.
Wednesday	9:00 a.m. – 6:30 p.m.
Thursday	8:00 a.m. – 4:00 p.m.
Friday	7:00 a.m. – 12:00 p.m.

APPENDIX E

Pre-season Schedule

January 2, 2021 through January 22, 2021

Monday	8:00 a.m. – 10:00 a.m.
Wednesday	8:00 a.m. – 10:00 a.m.
Friday	8:00 a.m. – 10:00 a.m.

In addition, testing shall be provided on
Saturday January 2, 2021 8:00 a.m. – 10:00 a.m.



Number: BW210003
Date Issued: November 5, 2020
Purchasing Contact: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]
Requesting Department: Student Health Center
Fiscal Year: 2021

Proposals will be due on **November 25, 2020 at 2 p m.**

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

Return proposal in pdf format by email to:

Purchase@TCNJ.edu

PURPOSE AND INTENT OF PROPOSAL:

Solicit proposals for a vendor to provide COVID-19 testing service to The College of New Jersey.

INSTRUCTIONS TO VENDORS FOR COMPLETING THIS PROPOSAL

1. Read the entire proposal, including all terms and conditions and specifications.
2. All prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit and/or total prices must be initialed by the vendor.
3. **THIS PROPOSAL IS TO BE SIGNED BELOW (LINE 18).**
4. Proposal prices shall include delivery of all items F.O.B. destination or as otherwise provided.
5. Address all inquiries and correspondence to the buyer at the email, phone or address shown above.
6. All communication during the proposal process shall be directed to the Purchasing Department only.
7. All instructions must be followed and signatures must be provided for proposal to be accepted.

MANDATORY TO BE COMPLETED BY THE VENDOR

8. Payment discount terms:
9. Prices quoted are firm through issuance of contract until the following date
10. Your Federal I.D. Number (FEIN): _____
11. Company Name: _____
12. Vendor telephone number: _____
13. Vendor fax number: _____
14. Print Name: _____
15. Email Address: _____
16. Title: _____
17. Date: _____

18. ORIGINAL SIGNATURE OF VENDOR (MUST BE SIGNED)

Signature of the vendor attests that the vendor has read, understands, and agrees to all terms, conditions, and specifications set forth in the request for proposal unless otherwise stated in writing and submitted with the proposal.

PRE-PROPOSAL CONFERENCE / ON-SITE INSPECTION IS NOT REQUIRED

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

1) **PURPOSE AND INTENT:**

- a) The purpose of this Request for Proposal (RFP) is to secure a vendor to provide COVID-19 testing services on campus.
- b) The College will award the contract within sixty (60) days from the date of the proposal opening. The College, pursuant to State College Contracts Law, reserves the right to reject all proposals. In the event that proposals are rejected, the College may elect to seek new proposals for this contract.
- c) The College retains the right to award contracts to two or more vendors in accordance with law.
- d) The College retains the right to waive minor informalities or non-material exceptions in a proposal in accordance with applicable law.

2) **DEFINITIONS:**

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

3) **PROPOSAL PREPARATION AND SUBMISSION**

Questions:

All questions must be submitted in writing via email (kapura@tcnj.edu) to Anup Kapur, Finance & Business Services, The College of New Jersey, no later than **November 11, 2020 by 4 p m.**

Should any questions be received, an addendum will be emailed to all vendors no later than **November 13, 2020. Any and all such addenda MUST be attached to each vendor's proposal with its submission.**

ORAL PRESENTATION: Prior to award of contract, vendors who submit a Proposal in response to this RFP may be required to give an oral presentation of their Proposal if the College so desires. This may provide an opportunity for the vendor to clarify or elaborate on the Proposal. The College will schedule the time and location of these presentations.

Submission:

Each vendor submitting a Proposal will deliver or cause to be delivered the required elements of the Proposal package in pdf format by email to:

Purchase@TCNJ.edu

RFP Opening: Wednesday, November 25, 2020 at 2:00 p m.

Signature:

The cover page of the RFP, with lines 8 through 18 completed, **must be signed by an authorized officer of the vendor** and returned with the Proposal. Failure to comply with this requirement or failure to provide all requested data, price schedules, signatures, etc. will result in rejection of the Proposal.

Vendors should submit a copy of their proposal in .pdf format via email to purchase@tcnj.edu.

Addenda:

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

Cost Liability:

The College assumes no responsibility and bears no liability for costs incurred by a vendor in the preparation and submittal of a Proposal in response to this RFP.

Contents of Proposal:

Vendors must submit a written proposal that addresses each of the scope of work elements set forth in the Statement of Work in Section 7 of this RFP.

Subsequent to RFP opening, all information submitted by vendors in response to the RFP is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and common law.

A vendor may designate specific information as not subject to disclosure when the vendor has a good faith legal/factual basis for such assertion. The College reserves the right to make the determination and will advise the vendor accordingly. The location in the Proposal of any such designation should be clearly stated in a cover letter. The College will not honor any attempt by a vendor either to designate its entire Proposal as proprietary and/or to claim copyright protection for its entire Proposal.

By signing this RFP response, the vendor waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to the College and cooperative purchasing partners and thus have to be made public to allow eligible purchasing entities access to the pricing information.

All proposals, with the exception of information determined by the College or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can contact The College of

New Jersey Purchasing Department to inspect proposals received in response to this RFP.

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller (OSC) is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on a State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website). Accordingly, the OSC will post a copy of the Contract, including the winning vendor's Proposal and other related Contract documents for the above Contract on the GDRO Transparency Website.

Pricing:

All pricing should be provided per the scope of work.

Energy Star energy efficient products: On April 22, 2006, Governor Jon Corzine signed Executive Order #11 stating that the New Jersey State government should assume a leadership role in promoting the efficient use of energy and natural resources in the interest of long-term protection and enhancement of our State's natural beauty. To meet this requirement, vendors, including designs by architects and engineers, shall provide pricing for Energy Star energy efficient products when applicable. For products that do not have ENERGY STAR labels, vendors shall follow guidelines established by the New Jersey Clean Energy Program and/or requirements set forth in Executive Order #11.

Substitutions

The vendors may include in their Proposal substitute materials or equipment or methods in lieu of those specified in the RFP documents. However, any substitution must be equal in type, function and quality to the item required in the specifications.

No vendor is allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendors must determine for themselves which to offer. This may be cause for automatic rejection of Proposal.

Multiple Proposals Not Allowed

No vendor is allowed to submit more than one Proposal from an individual, vendor, partnership, corporation or association under the same or different name. This may be cause for automatic rejection of each Proposal.

Proposal Withdrawal:

A vendor may request that its Proposal be withdrawn prior to Proposal opening. Such request must be made in writing to The College Executive Director of Procurement Services. If the request is granted, the vendor may submit a revised Proposal as long as the Proposal is received prior to the announced date and time for Proposal opening and at the place designated.

Submitted Proposals shall be valid for period of (60) days to allow for sufficient time for Proposal evaluation and contract award.

Mandatory Submittals:

Documents/submissions that must be provided **WITH** the Proposal submission:

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

Documents/Submissions that must be provided before contract award:

- **BUSINESS REGISTRATION**
Pursuant to N.J.S.A. 52:32-44, The College of New Jersey ("Contracting Agency") is prohibited from entering into a contract with an entity unless the vendor/proposer/contractor, and each subcontractor that is required by law to be named in a

bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the Contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a proposal shall provide proof of business registration to the Contractor, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of Contract performance:

- (1) the Contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the Contractor with a valid proof of business registration.
- (2) the Contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the Contractor and any subcontractor providing goods or performing services under the Contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the Contract, the Contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with the Contracting Agency.

- **AFFIRMATIVE ACTION:** The vendor is required to submit a copy of Employee Information or a copy of Federal Letter of Approval verifying that the vendor is operating under a federally approved or sanctioned Affirmative Action program. If the vendor has neither document of Affirmative Action evidence, then the vendor must complete the attached Affirmative Action Employee Information Report (AA-302). See the RFP attachment titled Affirmative Action.
- Vendor W-9.
- **CERTIFICATE OF INSURANCE:** The vendor is required to submit proof of liability insurance in accordance with the College's Terms and Conditions. See attachment titled Terms and Conditions.
- P.L. 2005, Chapter 51 / Executive Order 117 - Contractor Certification and Disclosure of Political Contributions:
 - In order for your proposal to be accepted and deemed valid, your company/vendor will be required to comply with the requirements of Chapter 51 and Executive Order 117. Enclosed are the requirements of Ch. 51 and EO 117, the forms for Certification and Disclosure. The Contract that will be generated based on this RFP cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury.
- All applicable licenses, certificates, and requirements specified in the scope of work, contract documents and specifications.

4) SPECIAL CONTRACTUAL TERMS AND CONDITIONS

- a) Contract administration: The Contractor will coordinate all work schedules with the Student Health Center once the Contract is awarded.
- b) Term of Contract shall commence with the formal date of award and shall not exceed thirty-six (36) months.
- c) Proposals will include shipping F.O.B. Destination.
- d) The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.
- e) The Contractor must comply with the delivery date as specified in the contract. Failure to comply may result in the

termination of the Contract.

- ~~f) All deliveries will be made during regular working hours, 8:30 a.m. to 4:30 p.m. Monday through Friday. Changes thereto must be granted with written approval by the College.~~
- g) The Contractor will be responsible for the delivery of products in first-class condition at the point of delivery and in accordance with good commercial practices.
- h) Order of Precedence: The contract awarded as a result of this RFP shall consist of this RFP, any addenda to this RFP, the College's Standard Terms and Conditions (including its Rider for Purchases Funded, In Whole or In Part, By Federal Funds), the Contractor's Proposal and the Notice of Award. Unless specifically stated in this RFP, the Special Contractual Terms and Conditions of the RFP and addenda take precedence over the College's Standard Terms and Conditions.
- ~~i) CONTRACT TRANSITION: In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration of the contract.~~
- j) Contractor will be required to comply with the Equal Employment Opportunity and Affirmative Action requirements promulgated by the State Treasurer pursuant to P.L. 1975, c.127, which are set forth at N.J.A.C. 17:27.
- k) Record Retention: Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

5) PROPOSAL EVALUATION:

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

Proposals will be judged according to the following criteria:

- a) Experience of the vendor in the commodity and/or services being proposed.
- b) The ability of the vendor to efficiently, accurately, and successfully perform the required services essential to the Contract. The vendor's performance history with regards to these services will be used in the evaluating whether or not to award the Contract to that vendor.
- c) A vendor's written response to all specification requirements in the Statement of Work in sufficient detail for the evaluator(s) to analyze the proposal and make sound judgments about it.
- d) Price. The College of New Jersey reserves the right to evaluate price(s) and award contracts to the responsible vendor whose proposal, conforming to the RFP, is determined to be most advantageous to the College, price and other factors considered. Vendors should submit prices exactly as instructed. The College reserves the right to request all vendors to explain the method used to arrive at any or all prices. The College reserves the right to require vendors to provide a schedule of values of their proposal price upon request. If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between unit price and extended price and the vendor's intention is not readily discernible from other parts of the proposal, the Executive Director of Procurement Services may seek clarification from the vendor to ascertain the true intent of the proposal.

6) BEST AND FINAL OFFER (BAFO):

The College of New Jersey reserves the right, at any time prior to the award of a Contract and for any reason, to request and consider "best and final" proposals from one or more of the vendors who have submitted a proposal. The number of vendors allowed to submit "best and finals" and the scope of the "best and finals" shall be determined solely by The College of New Jersey. No vendors have a right to submit a "best and final."

7) STATEMENT OF WORK:

The College of New Jersey (“TCNJ” or the “College”) is seeking a company to provide COVID-19 testing services on campus, located at 2000 Pennington Road, Ewing, NJ 08628. Below is an estimate of the number of tests that will be needed by week across the different programs requiring testing. TCNJ will provide a large room for administration of tests with cleaning once per day. The Contractor shall provide the following:

- Collect and provide results of at least 4,000 FDA EUA antigen rapid COVID-19 tests per week;
- Provide 8-9 hours of testing per day, 4 days per week, with at least one later evening testing day per week for 15 weeks (beginning approximately January 25, 2021) with the possibility of extending the duration upon agreement (College reserves the right to suspend or modify the amount of testing upon two weeks’ notice to the Contractor based on health conditions and College operational needs);
- Process rapid tests on site (RV/lab, mobile office unit, etc.) that is self-contained and has its own generator;

Vendor’s written proposal shall set forth how it will accomplish the statement of work requirements above. In addition, the work shall include and the Vendor shall provide the following information:

- Price per administration of FDA EUA antigen rapid COVID-19 test based on the projected weekly volume of 1,500 to 5,000 individuals (students and employees) with costs for the test kit and administration set forth separately (TCNJ may be the recipient of limited quantities of government supplied test kits);
- Optional price per administration of molecular COVID-19 (e.g., polymerase chain reaction (PCR)) for identified close contacts;
- Capability to accept various health insurance plans; Any other fees or charges that would be applicable;
- Any required minimums or notice requirements to the extent the College’s needs change (higher or lower numbers of tests) over the course of the semester;
- In the case of an outbreak or critical testing group need, ability to work with the College to arrange additional rapid testing with 24 hours’ notice;
- Ability to handle all logistics, demographic collection and result reporting; Written protocols governing the protection of information collected from patients; Written protocols governing the retention, storage, and disclosure of test results; Written infection control protocols;
- Written protocols for cleaning and disinfection of equipment, materials and area;
- Ability to provide same day results to the patient via a portal and a full report for all tests (including individual results) to TCNJ (preferably within 3 hours of collection);
- Flexibility to pivot to an alternative FDA authorized/approved innovative highly-reliable rapid test with better pricing as tests become available;
- Description of the number and availability of staff each day to perform the services for the dates noted and description of back-up plan for coverage to allow for continuity of testing;
- Confirmation that the services will be provided by licensed health professionals, which may include physicians, nurses, emergency medical technicians, and pharmacists;
- Confirmation that proper training and PPE per OSHA requirements and CDC guidelines have been provided by the Contractor to test administrators;
- Confirmation that the Contractor has an OSHA-compliant Blood Borne Pathogens Policy and proper protocols for safe testing and processing of samples;
- Prior experience in testing groups of over 1,000 people (with references);

- Ability to provide molecular and antibody testing program if needed;
- Availability of an Infectious Diseases provider via telehealth platform for follow-up care of positive cases; Point person (on-site liaison) assigned to coordinate and collaborate with TCNJ Designee;
- Written protocol for cleaning and disinfection of testing area; and
- Information regarding whether: (i) health insurance would cover the tests, (ii) Contractor would bill the insurance carrier, and (iii) there is a frequency limit.

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

Firm Name: _____

Signature: _____

Title: _____

Date: _____



STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **The College of New Jersey** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **The College of New Jersey** to notify the **The College of New Jersey** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **The College of New Jersey** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	



NON-COLLUSION STATEMENT

Date: _____

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

To Whom It May Concern:

This is to certify that the undersigned bidder _____ as not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal submitted to The College of New Jersey on the _____ day of _____, 20____.

Signature: _____

Corporate Seal:

Attest by: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

My commission Expires: _____

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED

INFORMATION AND INSTRUCTIONS

For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 Form

Background Information

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

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bso/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at CD134@treas.nj.gov. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

Part 1: BUSINESS ENTITY INFORMATION

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

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

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

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

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

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



State of New Jersey
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

FOR STATE USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting
recertification ☐**

Part 1: Business Entity Information

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

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholders of a PC**

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

If this form is not being completed electronically, please attach additional contributions on separate page.
Click the "Add a Contribution" tab to enter additional contributions.

Remove Contribution

Add a Contribution

☐ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification (Check one box only)

- (A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

"N.J.S.A. 52:34-13.2 CERTIFICATION"
SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____ Waiver Number: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors.

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location[s] by COUNTRY	Reasons why services cannot be performed in USA
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Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: _____
[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

State of New Jersey

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, PLEASE ADD AN ADDITIONAL SHEET.

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

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

Full Name (Print): Signature:

Title: Date:



VENDOR QUALIFICATION SHEET

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

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

TO BE COMPLETED BY VENDOR

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

A.

B.

C.

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

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

Name: _____

Telephone: _____ Fax: _____

Email Address: _____

Street Address: _____

City/State/Zip: _____

Federal Identification Number: _____

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

Purchase Orders:

Firm Name: _____

Street Address: _____

City/State/Zip: _____

Remittances:

Firm Name: _____

Street Address: _____

City/State/Zip: _____

VENDOR QUALIFICATIONS- continued

5. Name of insurance company:

Street Address: _____

City/State/Zip: _____

Types of Insurance: _____

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

Name: _____

Telephone: _____

Email Address: _____

Street Address: _____

City/State/Zip: _____

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

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

9. Is your firm incorporated? Yes _____ No _____

A) In What State? _____

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

Small Business: Yes _____ No _____

A) What category does your firm fall under?

Gross Revenues do not exceed \$500,000 _____

Gross Revenues do not exceed \$5 million _____

Gross Revenues do not exceed \$12 million _____

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

1. Is more than fifty percent (50%) of your company minority owned? (circle one) YES NO
(African-American, Hispanic, Asian, and/or Native American)
2. Is more than fifty percent (50%) of your company woman owned? (circle one) YES NO
3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)
 - ... Asian American
 - ... Multiple Ethnicities
 - ... Non-Minority
 - ... Hispanic American
 - ... African American
 - ... Caucasian American Female
 - ... Native American
 - ... Unspecified

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

EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

VENDOR QUALIFICATIONS-

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

A. **Client Name:**

Contact Name:

Telephone Number:

Fax Number:

Email Address:

B. **Client Name:**

Contact Name:

Telephone Number:

Fax Number:

Email Address:

C. Client Name:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

D. Client Name:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

VENDOR QUALIFICATIONS- continued

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

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

Yes _____

No _____

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

Yes _____

No _____

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

Yes _____

No _____

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

Yes _____

No _____

Firm Name: _____

Signature: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

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

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

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

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

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

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

1.5 OWNERSHIP DISCLOSURE-Contracts for any work, goods, or services cannot be issued to any firm unless the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.6 COMPLIANCE-STATE LAWS-It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed by and construed in accordance with the laws of the State of New Jersey. The laws of the State of New Jersey shall determine the rights and obligations of the parties hereto.

A. Business Registration – As a condition to entering into a State contract, pursuant to N.J.S.A. 52:32-44, the College is prohibited from entering into a contract exceeding \$5,160 with an entity unless the entity and any subcontractor, if applicable, have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the State Department of the Treasury.

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

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

C. The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.

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

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

F. Annual ELEC Disclosure - Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC),

pursuant to N.J.S.A 19:44A-20.27 (P.L. 2005, c. 271, section 3 as amended) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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

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

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

J. Diane B. Allen Equal Pay Act - Pursuant to N.J.S.A. 34:11-56.14, a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

K. Warranty of No Solicitation By Paid Agent - Pursuant to N.J.S.A. 18A:64-6.1, the contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, broker-age or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the College shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

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

2. LIABILITIES

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

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

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

days written notification to the Purchasing Department for The College of New Jersey.

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

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

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

3. Worker's Compensation Insurance applicable to laws of the State of New Jersey and Employers Liability Insurance with a limit of not less than \$500,000.

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

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

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

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

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

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

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

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

3.3 VENDOR RIGHT TO PROTEST INTENT TO AWARD

A. Except in cases of emergency, vendors have the right to protest the Contracting Officer's award of the contract as announced in the notice of intent to award. Unless otherwise stated, a vendor's protest must be received no later than seven business days after the date on the notice of intent to award. In the public interest, the Contracting Officer may shorten the protest period, but shall provide at least 48 hours for vendors to respond to a proposed award.

B. A protest must be in writing and delivered to the Contracting Officer. It must include the specific grounds for challenging the award.

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

3.4 TERMINATION OF CONTRACT

A. Change of Circumstances:

1. Where the circumstances or needs of the College significantly change or the contract is otherwise deemed no longer to be in the public interest, the Contracting Officer may terminate the contract.

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

B. For Cause:

1. Where a vendor fails to perform or comply with a contract, the Contracting Officer may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for the vendor to respond.

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

C. For Convenience:

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

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

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

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

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

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

3.7 PERFORMANCE GUARANTEE OF VENDOR-The vendor hereby certifies that:

A. The equipment offered is standard new equipment, is the manufacturer's latest model in production with parts regularly used for the type of equipment offered and that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

B. All equipment operated by electrical current is UL listed where applicable.

C. All new machines are guaranteed as fully operational for the period stated in the RFP from time of written acceptance by The College. The vendor will render prompt service without charge, regardless of geographic location.

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

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

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

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

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

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

I. Bid and Performance Security – **INTENTIONALLY OMITTED.**

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

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

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

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

3.12 Extension of Contract to Other Institutions – **INTENTIONALLY OMITTED.**

3.13 MERGERS, ACQUISITIONS - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the College as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested, which may include but need not be limited to the following:

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. updated information including ownership disclosure and Federal Employer Identification Number

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

3.15 BID ACCEPTANCES AND REJECTIONS - The College reserves the right to waive minor elements of non-

compliance or reject bids in accordance with law.

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

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

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

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

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

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

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

5. FORCE MAJEURE

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

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

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

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

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

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

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

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

NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE - Please be advised that, pursuant to N.J.S.A. 54:49-19, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the

taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

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

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

RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Rider apply to all purchases funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. PROCUREMENT OF RECOVERED MATERIALS

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
1. Paper and paper products listed in 40 C.F.R. 247.10;
 2. Certain vehicular products as listed in 40 CFR 247.11;
 3. Certain construction products listed in 40 C.F.R. 247.12;
 4. Certain transportation products listed in 40 C.F.R. 247.13;
 5. Certain park and recreation products, 40 C.F.R. 247.14;
 6. Certain landscaping products listed in 40 C.F.R. 247.15;
 7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
 8. Other miscellaneous products listed in 40 C.F.R. 247.17.
- B. As defined in 40 CFR 247.3, "recovered material" means:
1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
 2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
 - a. Postconsumer materials such as -
 - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
 - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
 - b. Manufacturing, forest residues, and other wastes such as -
 - i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
 - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
 - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
 - v. Fibers recovered from waste water which otherwise would enter the waste stream.
- C. For contracts in an amount greater than \$100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For

all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

II. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and

such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

III. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in

Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

V. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

VI. CLEAN AIR ACT, 42 U.S.C. 7401-7671q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

VII. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

VIII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



**To: All Vendors Bidding on The College of New Jersey
COVID-19 testing services**

**From: [REDACTED]
Finance & Business Services**

Date: November 11, 2020

ADDENDUM NO. 1

ISSUE DATE: November 13, 2020

REFERENCE: The College of New Jersey
COVID-19 testing services
Bid No. BW210003

Date of Original Bidding Documents: November 5, 2020

INTENT: This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents and Prior Addenda if any, as identified above.

TCNJ CLARIFICATION:

Alternative Proposals - The College will accept alternative proposals for all or certain portions of the scope of work as described in Question 4 and will select the proposal or proposals that are most advantageous for the College. A vendor may provide a separate proposal for the entire scope of work and one or more portions of the scope of work described in the response to Question 4.

Test Kits - If available, the College would prefer to receive proposals that include both EUA POC NAAT tests and EUA POC antigen tests.

Extension of Contract to Other Institutions – It is preferred that, to the extent that it has capacity, that the vendor agrees to provide to other public New Jersey higher education institutions the same pricing, terms, etc. that it provides to the College.

VENDOR QUESTIONS:

Question 1: Would TCNJ be open to discussing having the test operator perform the test in this room as opposed to a self-contained RV/Mobile lab?

Response: Yes, it may be performed in a self-contained RV/Mobile lab or in the room designated for specimen collection or in an ancillary room provided by the College.

Question 2: Are weekend hours preferred and/or necessary? Will there be flexibility with hours should it be determined that either more or fewer hours (or more or fewer days) would be optimal to providing service?

Response: Minimum of 4 days per week (Mon Wed Thurs Fri preferred) with extended evening hours on one of those days. Vendors should discuss the possibility of weekend service if the need arises. Proposals should describe the ability to have flexible hours should it be determined that either more or fewer hours would be optimal to providing service.

Question 3: Weekly volume of 1,500 – 5,000 seems like a large window. An earlier statement referenced 4,000 tests. What factors will determine the likely weekly number?

Response: The number of students, staff and faculty required to have testing depends on how many students decide to live on campus or come to campus for class or other activities and how many employees are required to come to campus. This number is estimated at this time to be between 1,500 and 5,000 tests per week. A better estimate will be available in early January.

Question 4: Please clarify if the request is for pricing for each of the following options:

A. Vendor test kits only to be administered by TCNJ staff?

Response: There is a nonexclusive option for the vendor to propose (with pricing information) the supply of test kits to be administered by TCNJ or another vendor selected by TCNJ.

B. Vendor test kits and staffing necessary to collect specimens and perform this testing?

Response: There is a nonexclusive option for the vendor to propose (with pricing information) vendor's supply of test kits and provision of staffing and administration necessary to collect specimens, and performance of the testing analysis and reporting and the other duties set forth in the RFP.

C. Staffing charge to administer government supplied test kits?

Response: There is a nonexclusive option for the vendor to propose (with pricing information) provision of staffing and administration necessary to collect specimens, perform the testing analysis and reporting and the other duties set forth in the RFP with government or TCNJ supplied test kits.

Question 5: Who will manage scheduling? Who will manage overall site flow, security, and safety?

Response: Scheduling management: The TCNJ Covid Test Coordinator (a TCNJ employee) would collaborate with the vendor on scheduling management. The vendor should have self-scheduling



software and pre-registration forms on a portal. The vendor should have personnel on-site to manage overall site flow, security and safety within the space provided. See response to question 7.

Question 6: Medical oversight (follow-up care for positive cases) typically resides with the ordering clinician. Will TCNJ have its own ordering provider or is the vendor being asked to provide this?

Response: Vendor must provide.

Question 7: An earlier statement reads "TCNJ will provide a large room for administration of tests with cleaning once per day". Please clarify what will be the responsibility of TCNJ vs. vendor.

Response: TCNJ will clean the floor, empty trash from the space, and clean building touch points once daily before 8:00 AM. The vendor will clean their equipment, including any tables and chairs, at frequencies recommended by the CDC or other governing bodies, and police the space during their operating hours.

Question 8: Will the vendor be provided a roster of all students and/or staff that would/could potentially be tested?

Response: Yes

Question 9: Can you clarify the set up for testing? The RFP states that TCNJ will provide a large room for administration of tests, but also stipulates that the processing of tests should be performed in an RV/on-site lab unit. Is it to be assumed that TCNJ would like sample collection to occur in one space and for the processing to occur in a separate, vendor-provided space?

Response: Vendor-provided space not necessary. TCNJ can discuss with the vendor options for processing tests in the same or a separate space provided by TCNJ.

Question 10: Volume: One section states "at least 4,000 EUA antigen tests" and another section states a weekly volume of "1,500 to 5,000 individuals." Can you provide clarification on the number by which we should provide a quote?

Response: As discussed in the response to Question 3 above, the number of students, staff and faculty required to have testing depends on how many students decide to live on campus or come to campus for class or other activities and how many employees are required to come to campus. This number is estimated at this time to be between 1,500 and 5,000 tests per week. A better estimate will be available in early January. Vendors should provide pricing information on a per test basis with any additional cost information based on other factors such as days of service and quantity discounts.

Question 11: For the PCR testing for individuals with close contact, does TCNJ prefer a lab-based PCR or a point-of-care ("POC") PCR tests?

Response: Prefer POC NAAT, if available. Please provide pricing for both POC and lab-based PCR.

Question 12: Regarding health insurance - is the ability to bill health insurance rather than TCNJ a requirement?

Response: No, but the vendor's ability to bill health insurance carriers would be viewed as a positive component of a proposal.

END OF ADDENDUM NO. 1



Bergen New Bridge Medical Center Proposal for COVID-19 Testing **at The College of New Jersey**

Background: COVID-19 Testing at Bergen New Bridge Medical Center

Over the first 250 days of the pandemic, Bergen New Bridge Medical Center has completed over 105K COVID-19 tests through a variety of testing programs. Our outreach testing program encompasses our Bergen County mobile testing site, long-term care center testing, and community testing programs. We test groups between 1 and 1,500 people and have experience in testing colleges/universities, healthcare facilities, municipal and governmental agencies, as well as our very successful Bergen County drive-up/walk-up sites.

Bergen New Bridge Medical Center (BNBMC), a clinical affiliate of Rutgers, is a 1,070-bed hospital located at 230 East Ridgewood Avenue in Paramus, NJ. The Medical Center is both the largest hospital and licensed nursing home in NJ and the fourth-largest publicly-owned hospital in the nation.

Bergen New Bridge Medical Center, a not-for-profit safety net facility, provides high-quality comprehensive services, including acute and ambulatory care from Rutgers New Jersey Medical School and community physicians, mental health and substance use disorder treatment, and long-term care to the greater Bergen County community. The Medical Center, including its Long-Term Care Division, is fully accredited by The Joint Commission and is in-network with all major New Jersey commercial insurance plans covering 99.91% of NJ residents.

Bergen New Bridge Medical Center is a full-service hospital with a 24/7 emergency department, surgical suites, physical rehabilitation, pharmacy, laboratory, radiologic services (including digital mammography), and more than 26 medical specialties available through its Ambulatory Care Center. The Medical Center is a Veterans Community Care Provider proudly serving the healthcare needs of veterans and is a Leader in LGBTQ Healthcare Equality in the Human Rights Campaign (HRC) Healthcare Equality Index (HEI) for 2020

Diagnostic Testing

Our diagnostic testing capabilities include both in-house testing capabilities as well as reference lab testing partnerships. We focus on innovative highly-reliable tests that allow for easier specimen collection, quicker turnaround times, and reliable results.

PCR Diagnostic Tests Available

Cepheid Xpert Express SARS-CoV-2 molecular test or Thermo Fisher TaqPath COVID-19 molecular test are FDA EUA approved and boasts one of the highest specificities and sensitivities on the market. Samples are collected from either a nasopharyngeal or nasal swab or run in the Bergen New Bridge Medical Center in-house laboratory.

Rutgers' RUCDR SARS-CoV-2 saliva test is the only FDA EUA approved saliva collection test and allows for at home or in facility collection. Bergen New Bridge is the sole facility provider in Bergen County and this test is run at the RUCDR lab in New Brunswick. Samples are collected by the patient via a Spectrum DNA/RNA kit.

Fosun COVID-19 RT-PCR molecular test is run on the Applied Biosystems 7500 and KingFisher Real-Time PCR high-throughput system. Operating under a FDA EUA, the Fosun test was one of the first to obtain FDA-EUA approval. With a daily testing capacity of 1,800 tests, the in-house laboratory test offers our highest throughput and is collected from either a nasopharyngeal or nasal swab.

Antigen Diagnostic Tests Available

Quidel's Sofia SARS Antigen FIA tests was the first rapid test to obtain FDA EUA approval. The Antigen test for SARS-CoV-2 provides automated and objective results in 15 minutes, allowing for testing of patients suspected of COVID-19/2019-nCoV in near-patient testing environments. Boasting an accuracy of 96.7% based on the FDA approved package insert, this Antigen test's performance is in-line with many PCR tests. Approved as a point-of-care test, the resulting is done via a small "reader" and can process hundreds of samples in an hour. Samples are collected from either a nasopharyngeal or nasal swab or run in the Bergen New Bridge Medical Center in-house laboratory.

Qiagen's QIArearch SARS-CoV-2 Antigen Test is the newest FDA EUA approved test. Based on the QIArearch platform, the antigen test is a scalable, digital assay for the in vitro detection of the SARS-CoV-2 nucleocapsid protein antigen. This unique platform enhances the testing process in near-patient environments and will have point-of-care approval in a few weeks. Samples are collected from either a nasopharyngeal or nasal swab, and run in or outside of the Bergen New Bridge Medical Center in-house laboratory.

CareStart COVID-19 Antigen Test is an all-in-one point-of-care test that achieves qualitative results within 10 minutes. The cassette is pre-loaded with reagents and requires no testing machine or equipment. Samples are collected from either a nasopharyngeal or nasal swab and run in our outside of the Bergen New Bridge Medical Center in-house laboratory.

Antibody Testing

Antibody testing is critical to understand the prevalence of COVID-19 as well as measuring the viral response in the body. While immunity or other protective aspects of antibody production for COVID-19 is unknown at this time, understanding the prior exposure/infection of an individual is important in developing a management plan for potential future infections.

Antibody Test Available

Abbott Architect IgG Antibody to SARS-CoV-2 is the most FDA EUA approved and boasts a 100% sensitivity and 99.6% specificity. Bergen New Bridge Medical Center is one of the highest volume hospital labs in the county running the Abbott Architect IgG assay. Samples are collected from a serology panel (blood draw) and run in the Bergen New Bridge Medical Center in-house laboratory.

Testing Proposal

Scope: Based on the request, we understand the request to include a weekly testing program for 4,000 on-campus and potentially near campus students, faculty, and staff. The initial testing projection is 4,000 individuals but could be between 1,500 and 5,000 people. This proposal contemplates the use of the Quidel SOFIA II or the Qiagen QIArearch SARS-CoV-2 Nasal Rapid Antigen tests. We have also included pricing for the CareStart Antigen Test and Fosun SARS-CoV-2 PCR test. All of the proposed tests are FDA EUA approved and are collected from either a nasopharyngeal or nasal swab.

Test Selection: while we have three Antigen tests at our disposal, the preferred test is the Quidel Sofia II or Qiagen QIArearch tests. The accuracy of both tests is similar to the PCR and slightly above that of the CareStart test. In addition, the interface between the Quidel and Qiagen testing system allows for more rapid reporting into our portal as well as automated results. The CareStart test is a manually read test that would require the result to be completely keyed in. This would delay the resulting process and most likely not meet the required 3 hour window. If a PCR test is selected, all PCR testing is performed in the hospital laboratory on the Bergen New Bridge Medical Center campus. Our PCR testing capacity is currently 1,800 tests per day with 24 hour (or less) turnaround.

Testing Program: We can collect and result over 1,000 tests a day. We would arrange testing Monday through Thursday from 8 am until 4 pm as well as offer one later evening testing day per week. Our plan is to set up a mobile lab on your campus to process/run results. We would run the samples on site and be able to provide results within 2 hours of an individual's test. We re

Facility Requirements: For sample collections, we would need an open space such as a parking lot, weather permitting, or a large indoor space such as a gym, tennis courts, or recreation center. The school would need to supply 30 folding chairs, 12 folding tables, and 10 large trashcans for an outside test site and 12 folding chairs, 5 tables, and 4 large trashcans for an inside test site. We would need access to your Wi-Fi in case our mobile-Wi-Fi access is down. In addition, we would need a space to drop either a mobile RV/lab, mobile office building, or other unit to process samples out of. It would be self-contained, have its own generator, and will be placed for the duration of the testing.

Staff: We would have about 12 staff members on site and 5 supporting the program off-site. Those individuals collecting swabs will either be a NJ licensed/registered nurse or emergency

medical technician. All staff will received PPE training, be fit-tested, and be trained in infection prevention policies and procedures. This site will include 1 supervisor, 3 swabbers (RN or EMT), 3 specimen processors, 2 on-site registration staff, and 3 on-site laboratory staff to process the samples.

Results: While the resulting typically take 15 minutes to run, we would expect to process a sample within 2 hours of collection on average. Upon a final result being completed by the lab the reports would be available to the patient in the Bergen New Bridge Medical Center Change Healthcare patient portal. We would supply the full report for all tests (along with individual results) to the school. We would NOT call the students/staff back individually with the exception of those individuals who have positive results.

Payment Option/Facility Pay: The pricing in our proposal includes two costs: 1. Test supplies/resulting and 2. Test site administration and collection. Based on your request, we are including a model whereby we bill the primary insurance of each tested individual. Generally, health insurance plans will pay for serial or individual COVID-19 diagnostic testing. The test site administration/collection is may be reimbursable by the insurance company as well.

Directly billing the student/staff insurance plan is more time consuming, requires consideration coordination on the school side, and changes to our workflow. For this option, we would set up a screening tool for students and staff to register online, upload their insurance information, and execute a consent form. All of the testing will be billed to the individual's private insurance plans. In our two college/university testing programs where we bill the primary insurance, we are seeing denials at a rate of 2.4% of total tests. This is based on our August and September university testing. We expect that number to increase slightly as we obtain final determinations form some out of state payers. You can expect all insurance plans issued in the state of New Jersey to pay for the testing with a much lower percentage of those from out of state or international travel plans covering those tests.

Our billing department will make a good faith effort to collect from each individual's primary insurance. We will provide copies of denials upon the schools request. Any testing not covered by the insurance or the HRSA uninsured COVID-19 testing fund under the Families First Coronavirus Response Act (FFCRA) will be billed to TCNJ based on the following fee schedule:

Test	Cost Per Test
Antigen (Quidel/Qiagen)	\$ 50.00
PCR Nasal	\$ 55.00
Antigen (CareStart)	\$ 43.00
Collection Fee	\$ 8.00

If TCNJ wishes to pay directly for all tests, test pricing is based volume discount of under or over 2,000 tests per week. This price will be applied to all tests regardless of volume. We would bill TCNJ at the end of each month for the prior months testing volume based on the following fee schedule:

Test	< 2000 per Wk		> 2000 per wk	
	Cost Per Test		Cost Per Test	
Antigen (Quidel/Qiagen)	\$	45.23	\$	44.00
PCR Nasal	\$	52.00	\$	50.00
Antigen (CareStart)	\$	41.00	\$	40.00
Collection Fee	\$	8.00	\$	7.50

Additional Support: In addition to the phase one and weekly testing, Bergen New Bridge Medical Center will offer the additional support:

1. Any positive cases will have available to them a Bergen New Bridge Infectious Disease provider via our telehealth platform for follow up care.
2. In the case of an outbreak or critical testing group need, Bergen New Bridge will work with your student/employee health to arrange group testing via our rapid nasal swab with 24 hours' notice. This will help to minimize spread and better safeguard your students and staff.

Additional Interrogatories from the RFP

1. *Capability to accept various health insurance plans:* BNBMC is a participating provider with 99.92% of insured lives in the State of New Jersey. We are also a participating provider with NY Medicaid as well as a few Medicaid and commercial plans based in New York State.
2. *Any other fees or charges that would be applicable:* all fees are inclusive to those outlined in **Payment Option/Facility Pay** section.
3. *Any required minimums or notice requirements to the extent the College's needs change (higher or lower numbers of tests) over the course of the semester:* we would require at least 7 days' notice to make a substantial change to the volume (500 or more tests).
4. *In the case of an outbreak or critical testing group need, ability to work with the College to arrange additional rapid testing with 24 hours' notice:* we can provide additional testing with 24 ours (and in some cases less) notice. PCR testing will be couriered back to the hospital laboratory while rapid antigen testing being performed on campus.
5. *Ability to handle all logistics, demographic collection and result reporting; Written protocols governing the protection of information collected from patients; Written protocols governing the retention, storage, and disclosure of test results; Written infection control protocols:* we have considerable experience in supporting the operational part of similar sized testing programs like the one proposed here. We have the ability to leverage our hospital resources, reporting, and operational polices/procedures and technology. We can provide copies of policies and procedures upon request.

6. *Written protocols for cleaning and disinfection of equipment, materials and area:* we have attached the relevant infection prevention and environmental services policies to this RFP.
7. *Ability to provide same day results to the patient via a portal and a full report for all tests (including individual results) to TCNJ (preferably within 3 hours of collection):* With a valid consent executed by the patient, we can provide you near real-time results in a secure portal for the designated person(s) within TCNJ. Our reporting to TCNJ will be through our DOMO analytics portal and updates results in seconds from a result being finalized.
8. *Flexibility to pivot to an alternative FDA authorized/approved innovative highly-reliable rapid test with better pricing as tests become available:* we are constantly exploring new testing equipment, reagents, test kits, and techniques. We are open to exploring new test types assuming that supply and cost are equitable to our chosen test types.
9. *Description of the number and availability of staff each day to perform the services for the dates noted and description of back-up plan for coverage to allow for continuity of testing:* as outlined in our **Staff** section, we expect to have 12 staff working on site. While we believe that we can actually operate with less, we would be able to draw from our core staff at the community health department which includes 31 full-time and 10 part-time staff.
10. *Confirmation that the services will be provided by licensed health professionals, which may include physicians, nurses, emergency medical technicians, and pharmacists:* we will primarily use emergency medical technicians or nurses to collect samples. All will be licensed to practice in the state of New Jersey.
11. *Confirmation that proper training and PPE per OSHA requirements and CDC guidelines have been provided by the Contractor to test administrators:* all staff will receive PPE, donning and doffing, and infection preventing training prior to starting.
12. *Confirmation that the Contractor has an OSHA-compliant Blood Borne Pathogens Policy and proper protocols for safe testing and processing of samples:* policy is attached to this proposal.