



MONTCLAIR STATE UNIVERSITY

Request for Proposal # 1429

Athletics Uniforms, Apparel, Footwear, Equipment and Accessory Products

Date: December 13, 2019

Event	Date	Time
RFP Question Cut Off Date (Refer to RFP Section 1.3.1 for more information.)	1/2/20	12:00 pm
Pre-bid Conference	N/A	N/A
Site Visit	N/A	N/A
Bid Proposal Submission Due Date (Refer to RFP Section 1.3.3 for more information.)	1/17/20	10:00 am

NOTE: Dates are subject to change. All changes will be reflected in Addendum issued.

Small Business	Status	Category
Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III

RFP Issued By

Office of Procurement Services
 Montclair State University
 Overlook Corporate Center
 150 Clove Road, Third Floor
 Little Falls, New Jersey 07424

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Table of Contents

1.0	INFORMATION FOR BIDDERS	5
1.1	PURPOSE AND INTENT	5
1.2	BACKGROUND	5
1.3	KEY EVENTS	6
1.3.1	PREBID MEETINGS AND WALK-THROUGH (NOT APPLICABLE)	6
1.3.2	QUESTION AND ANSWER PERIOD	6
1.3.3	SUBMISSION OF BID PROPOSAL	6
1.4	ADDITIONAL INFORMATION	7
1.4.1	ADDENDUM: REVISIONS TO THIS RFP	7
1.4.2	BIDDER RESPONSIBILITY	7
1.4.3	COST LIABILITY	8
1.4.4	CONTENTS OF BID PROPOSAL	8
1.4.5	PRICE ALTERATION	8
1.4.6	BID ERRORS	8
1.4.7	JOINT VENTURE	9
2.0	DEFINITIONS	10
2.1	GENERAL DEFINITIONS	10
2.2	CONTRACT SPECIFIC DEFINITIONS (NOT APPLICABLE)	10
3.0	COMMODITY DESCRIPTION/SCOPE OF WORK	11
3.1	STATEMENT OF QUALIFICATIONS	13
4.0	BID PROPOSAL PREPARATION AND SUBMISSION	14
4.1	GENERAL	14
4.2	BID PROPOSAL DELIVERY AND IDENTIFICATION	15
4.3	NUMBER OF BID PROPOSAL COPIES	15
4.4	BID PROPOSAL CONTENT	15
4.4.1	FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL	15
4.4.2	PROOF OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL	16
4.4.3	SUBMITTALS	17
4.4.4	BID SECURITY-(NOT APPLICABLE)	18
4.4.5	FINANCIAL CAPABILITY OF THE BIDDER	19
4.4.6	PRICING	20
5.0	SPECIAL CONTRACTUAL TERMS AND CONDITIONS	20
5.1	PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	20
5.2	CONTRACT TERM AND EXTENSION OPTION	20
5.3	CONTRACT TRANSITION	20
5.4	CONTRACT AMENDMENT	20
5.5	CONTRACTOR'S WARRANTY	21
5.6	ITEMS ORDERED AND DELIVERED	21
5.7	REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS	21
5.8	MANUFACTURING/PACKAGING REQUIREMENTS	22
6.0	PROPOSAL EVALUATION	22

6.1	EVALUATION CRITERIA	22
6.2	ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	23
6.3	BID DISCREPANCIES	23
7.0	CONTRACT AWARD	23
7.1	DOCUMENTS/APPROVALS REQUIRED BEFORE CONTRACT AWARD FINALIZATION.....	24
7.1.1	PERFORMANCE AND PAYMENT BONDS (NOT REQUIRED)	24
7.1.2	AFFIRMATIVE ACTION (PLEASE REFERENCE ATTACHMENT #8)	24
7.1.3	POLITICAL CONTRIBUTION DISCLOSURE REQUIREMENTS.....	25
7.1.4	INSURANCE CERTIFICATES.....	26
7.1.5	VENDORS RIGHT TO PROTEST AWARD OF CONTRACT	26
APPENDIX #1	27
	STANDARD CONTRACT TERMS AND CONDITIONS	27
ATTACHMENT # 1	37
	RFP SIGNATURE PAGE	37
ATTACHMENT #2	38
	OWNERSHIP DISCLOSURE FORM.....	38
ATTACHMENT 3	41
	SOURCE DISCLOSURE CERTIFICATION.....	42
ATTACHMENT #4	43
	COMPANY QUALIFICATION CERTIFICATION	43
ATTACHMENT #5	47
	PRICE SHEET(S).....	47
ATTACHMENT #6	53
	BID BOND	53
ATTACHMENT # 7	54
	AGREEMENT OF SURETY.....	54
ATTACHMENT # 8	55
	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE	55
ATTACHMENT # 9	57
	MACBRIDE PRINCIPLES FORM.....	57
ATTACHMENT # 10	58
	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN.....	58
ATTACHMENT 11	59
	CONFLICT OF INTEREST.....	59
ATTACHMENT 12	60
	NON-COLLUSION AFFIDAVIT	60

INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposals (RFP) is issued by the Office of Procurement Services (Procurement Services) of Montclair State University (University). The purpose of this RFP is to solicit proposals from experienced and qualified team dealers of athletic apparel, uniforms, footwear, and accessory products to support the University's Athletic Department, its respective teams, and its coaching staffs with a full range of uniforms, team apparel and footwear. All University departments shall be eligible to purchase from the contract. This partnership is intended to be a multi-year, brand-exclusive agreement between the University and the selected dealer.

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

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

1.2 BACKGROUND

In addition to being New Jersey's second largest university, Montclair State University is a public research institution ranked in the top tier of national universities. Building on a distinguished history dating back to 1908, the University today has 11 colleges and schools that serve more than 21,000 undergraduate and graduate students with more than 300 doctoral, master's and baccalaureate programs. The University also has an living alumni population of over 130,000 graduates who are heavily concentrated in the New York metropolitan region. Situated on a beautiful 252-acre suburban campus located just 12 miles from New York City, Montclair State delivers the instructional and research resources of a large public university in a supportive, sophisticated and diverse academic environment. For more details and facts about Montclair State, please visit <https://www.montclair.edu/about-montclair>.

Montclair State Athletics is comprised of more than 525 student-athletes who compete in 18 men's and women's sports at the NCAA Division III level. Montclair State University is a full member of the New Jersey Athletic Conference. For the sport of men's lacrosse, the University is an associate member of the Colonial States Athletic Conference, while the men's and women's swimming and diving teams compete in the Metropolitan Swim Conference for their championship meet. The University has fielded a varsity athletic program since 1928 and boasts five NCAA National Championships, three in baseball and

two in wrestling. Currently, the intercollegiate athletics programs include baseball, men's and women's basketball, women's cross country, field hockey, football, men's and women's lacrosse, men's and women's soccer, softball, men's swimming & diving, women's swimming & diving, men's and women's track & field, and women's volleyball.

Athletic facilities at Montclair State includes the 6,000 seat Sprague Field, home to Red Hawks Football, Men's and Women's Lacrosse, and Women's Field Hockey teams; the 5,000 seat MSU Soccer Park, home to Men's and Women's Soccer as well as the New York Red Bulls II, a professional USL team; the 700 seat Panzer Athletic Center, home to Men's and Women's Basketball and Women's Volleyball; the 5,000 seat Yogi Berra Stadium, home to the Baseball Team and the New Jersey Jackals professional minor league baseball team of the Can-Am league; the 265 seat MSU Softball Stadium, home to the Softball program; the 100 seat Panzer Athletic Center Pool, home to the Men's and Women's Swimming and Diving teams; and Floyd Hall Arena, which features two ice rinks utilized by Montclair State's men & women's club ice hockey teams along with numerous youth hockey teams from across the East Coast. For more details regarding Red Hawk Athletics, please visit <https://www.montclairathletics.com>.

1.3 KEY EVENTS

~~1.3.1 PREBID MEETINGS AND WALK THROUGH (NOT APPLICABLE)~~

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

1.3.2 QUESTION AND ANSWER PERIOD

Procurement Services will accept questions and inquiries from all potential bidders via e-mail or fax. Please see the cover sheet to this document for the assigned buyer's e-mail address and fax number.

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

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

The cut-off date for faxed or emailed questions and inquiries relating to this RFP is indicated on the cover sheet to this document. Any addendum to this RFP will be issued to bidders by e-mail.

1.3.3 SUBMISSION OF BID PROPOSAL

In order to be considered for award, your bid proposal must be received by Procurement Services at the appropriate location by the required time in a sealed envelope marked with the bid proposal title and number. The bid deadline date and time, along with proposal title and number, are indicated on the cover sheet to this document.

If your proposal is being submitted **BY U.S. MAIL DELIVERY**, it must be addressed for delivery to:

Montclair State University
Office of Procurement Services
1 Normal Avenue
Montclair, New Jersey 07042

If your proposal is being submitted **BY HAND OR OVERNIGHT DELIVERY** (FedEx, UPS, etc.), it must be addressed for delivery to:

Montclair State University
Office of Procurement Services,
150 Clove Road, 3rd Floor,
Little Falls, New Jersey 07424

Bidders using USPS Regular or Express mail services should allow adequate time to ensure that bid proposals are received at Procurement Services on the date and time indicated on the cover sheet.

ANY BID PROPOSAL THAT IS EITHER NOT RECEIVED PRIOR TO THE DEADLINE TIME OR IS NOT DELIVERED TO THE REQUIRED LOCATION(S) NOTED ABOVE WILL BE REJECTED.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDUM: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be made by an addendum to this RFP. Any addendum to this RFP will become a part of this RFP as well as a part of any contract eventually awarded as a result of this RFP. It is the sole responsibility of the bidder to be knowledgeable of any addendum that may be issued relating to this RFP.

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

The University assumes no responsibility and bears no liability for any costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

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

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

By signing the Signature Page of this RFP (Attachment 1), the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs, as the price lists and/or catalogs must be fully accessible to the University departments eventually purchasing items under the eventually awarded contract.

1.4.5 PRICE ALTERATION

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

1.4.6 BID ERRORS

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

If, after the opening of bid proposals but before the awarding of a contract, a bidder discovers an error in its bid proposal, the bidder may make a written request to the Director of Procurement Services for authorization to withdraw its bid proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the bid proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the

University will not be significantly prejudiced by granting the withdrawal of the bid proposal.

If, during the evaluation of bid proposals received, an obvious pricing error made by a potential contract awardee is found, the Director of Procurement Services shall issue written notice to the bidder. The bidder will have five [5] days after receipt of the written notice to confirm its pricing. If the bidder fails to respond, its bid proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the assigned Procurement Services buyer may seek clarification from the bidder to ascertain the true intent of the bid proposal.

1.4.7 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted along with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the Signature Page (Attachment #1) and the Source Disclosure Certification (Attachment #3). A separate Ownership Disclosure Form (Attachment #2) and Company Qualification Certification (Attachment #4) also must be completed by each party to the joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

- Addendum - Written clarification or revision to this RFP issued by Procurement Services.
- Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the University's Vice President for Finance and Treasurer.
- Bidder – A vendor submitting a bid proposal in response to this RFP.
- Contract - Any addendum to this RFP, this RFP, Montclair State University's Contract Terms and Conditions, Appendix 1, the awarded bidder's bid proposal and the University's form Agreement incorporating these documents.
- Contractor - The contractor is the bidder awarded a contract.
- Director – Director of Procurement Services.
- Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.
- May - Denotes that which is permissible, but not mandatory.
- Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the University.
- Shall or Must - Denotes that which is a mandatory requirement.
- Should - Denotes that which is recommended, but not mandatory.

~~2.2 CONTRACT SPECIFIC DEFINITIONS (NOT APPLICABLE)~~

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

- A. Bidder shall provide athletic uniforms, team apparel, and footwear for the University intercollegiate sport teams. Items must come from one of the University's preferred manufacturers: **Adidas and Nike**. Items shall include, at a minimum, game apparel, practice and training gear, travel warmups and bags, headwear, and socks. All game uniforms and sideline apparel must be NCAA logo compliant.
- B. Bidder must possess demonstrated capacity and successful experience in delivering the following minimum service capabilities:
- ability to provide the highest quality uniforms in a full range of materials and have stock options available;
 - ability to provide full range of women's and men's cuts in team apparel, uniforms and shoes;
 - ability to provide small (S), medium (M), large (L), extra large (XL), double XL (XXL) and triple XL (XXXL) sizes in apparel and uniforms;
 - ability to provide all footwear in standard sizes as well as large/wide sizes for men and women;
 - ability to provide all apparel and uniforms bearing the same manufacturer's trademark per NCAA apparel compliance; and
 - ability to provide onsite services such as sizing and measuring of uniforms, apparel, and footwear, with bidder to provide confirmation, of its capabilities and experience in providing such services.
- C. Bidder must be able to provide high-quality decoration and applications (i.e. screening/embroidery/sublimation, etc.) on designated product orders. In addition, bidder must be able to provide a full range of colors and delivery within 7-10 days.
- D. Bidder must be able to do screen printing and embroidery onsite (in-house) to provide consistency of logo and print as well as provide immediate service if needed. No third party screen/print/embroidery is acceptable.
- E. Bidder must have the capability to deliver brand-standard consistency and uniformity on fonts, marks and colors. The Athletic Department's primary colors are red and white with an accent color of grey. Also, bidder should have the capacity to provide design services. Bidder must follow the department's style guidelines which can be found at <https://www.montclair.edu/university-communications/brand-guidelines/logos/>.
- F. Bidder must be able to provide direct access to onsite (in-house) art department.
- G. Bidder must be able to provide a minimum of bi-annual reporting on departmental and University spend;

- H. Bidder must be able to assign a manufacturer and dealer representative to the University for year-round service/relationship calls on campus.
- I. Bidder shall allow other internal university departments to purchase stock items at stated discount(s).
- J. Along with discounted pricing, the Athletic Department is requesting additional financial and other incentives including, at a minimum, the following:
- Annual stipend for marketing and branding support items, programs and/or activities;
 - Upfront product allotment to be provided at the start of each contract year for the Athletic Department.
 - Only manufacturer's apparel and footwear are to be provided. No third-party manufacturer;
 - Rebate percentage on annual spending; and
 - Incentive bonuses tied to performance achievements. At a minimum, incentive bonuses shall include: regular season/conference championships, NCAA appearances, conference/regional coach of the year).

Note: All promotional materials and support items shall only be from the apparel manufacturer and not the supplier. All logos, signs, flag banners, etc. will have apparel manufacturer's logo and MSU athletic department logo only. These logos must be approved MSU logos per the University guidelines.

A bidder also should include on its pricing page any additional incentives not listed above that it wishes to offer as part of its bid submission.

OFFICIAL PRODUCT DESIGNATION

For the duration of the contract award, the successful bidder, along with its associated manufacturer/dealer, will acquire exclusive designation as the official apparel provider of Montclair State University Red Hawks Athletics.

RIGHTS TO UNIVERSITY TEAM MARKS

The successful bidder, along with its associated manufacturer/dealer, will have rights to use the Montclair State University Red Hawks Athletics logo and mascot in any of its advertising, marketing, or promotional subject to the prior written approval of the University.

PARTNERSHIP OPPURTUNITIES

The University has many opportunities for the awarded bidder to support the athletics program and other activities of the University through advertising and sponsorship. The awarded bidder is free to identify any advertising or sponsorship opportunities (including broadcast advertising and venue sponsorship) that it is interested in negotiating and securing as a strategic alliance as a University

3.1 STATEMENT OF QUALIFICATIONS

A bidder should include along with its bid a Statements of Qualifications that is organized in the same order as listed below. A bidder should restate the item/question as written and respond to each item completely and clearly. A bidder is welcome to include with its Statement of Qualifications any attachments that it believes would serve to amplify its responses and/or provide relevant illustrations.

- Bidder shall provide a detailed overview of their organization's prior experience, with five [5] years being the absolute minimum, in providing athletic apparel to higher education institutes of the same size, scope and complexity as the University Athletic Department;
- Bidder shall provide a copy of their company's current organizational chart, along with the names, titles, roles and responsibilities of the specific employees who would be interacting with the University on a regular basis. Bidder shall also provide contact information and relevant experience of the individual(s) who would be managing the day-to-day activities of the University's account;
- Bidders shall demonstrate their company's processes and capabilities for carrying adequate inventories of the offered products needed to fulfill the University's future requirements, along with their firm's procedures, processes, and capabilities for fulfilling and shipping large numbers of various orders in a timely manner;
- Bidders shall provide evidence of their company's ability to provide the University with stock items at any time throughout the life of the contract within four (4) weeks or less of the time that an order is made;
- Bidders shall describe in detail their company's policies for re-stocking and returns, handling stock item exchanges, including any and all restrictions or conditions that might apply to such exchanges;
- Bidders shall include unique and advantageous aspects of the ordering process, such as online ordering and/or the ability to track orders. Bidder shall describe in detail their firm's shipping costs and delivery procedures;
- Bidders shall describe in detail their firm's capabilities to produce "custom" items (ie: uniforms, polos, sweat suits, etc), with the response to this being sure to identify sport-specific production periods, delivery timelines, minimum quantities required, and any related restrictions;

- Bidders shall document their company's capabilities to decorate (via screen-printing, sublimation and/or embroidery) all products that might be ordered with designated official sport athletic logo/wordmark;
- Bidders shall describe their company's capability for providing the same manufacturer's brand mark for all product orders;
- Bidder shall describe in detail their price guide for screen-printing and embroidery;
- Bidders shall supply product catalogs and price lists for retail and, if requested by the University, bidders shall provide samples and size runs of products;
- Bidders shall provide a list of three (3) university or college references of similar size, scope and complexity as the University Athletics Department to which the requested services are currently being provided by the bidder. Bidder shall note the length (including starting date) of its vendor/supplier relationship with each such university or college. Additionally, bidders shall provide the name, title, mailing address, phone number, and email address of a contact person at each college or university.
- Bidders shall describe in detail their relationship with the exclusive manufacturer that they would represent in this contract, including:
 - The length and nature of the relevant business relationship;
 - The bidder's status as an authorized distributor or local team dealer;
 - The level of support that both the bidder and the University can expect to receive from the manufacturer; and
 - Any other information that the bidder deems would be of interest to the University.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

Bidders are advised to thoroughly read and diligently follow all instructions contained in this RFP, including the instructions on the RFP's Signature Page (Attachment #1), in preparing and submitting a bid proposal.

Bidders should take note that submitted proposals shall not contain any URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the World Wide Web) or website addresses. Inasmuch as a bidder's website likely contains dynamically changing content, the inclusion of a URL or web address in a bid response is indicative of potentially changing information. The inclusion of a URL or website address in

a bid response implies that the bid proposal's content changes as the referenced webpages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order for it to be considered by the University, a bid proposal must arrive at Procurement Services in accordance with the instructions listed on the RFP's Signature Page (Attachment #1).

Bidders are cautioned to allow adequate time to ensure the timely delivery of bid proposals, as any late arriving bid proposals are ineligible for consideration.

THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE RFP NUMBER AND TITLE AND THE BIDDER'S NAME AND ADDRESS.

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one [1] complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit one [1] full, complete and exact copy of the original on USB/flash drives. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the University in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 RFP SIGNATURE PAGE

The bidder shall complete and submit the RFP Signature Page (Attachment #1). The RFP Signature Page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the RFP Signature Page must be signed by a general partner. If the bidder is a joint venture, the RFP Signature Page must be signed by a principal of each party to the joint venture. Failure to comply with these signature requirements will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE CERTIFICATION

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Certification (Attachment #2). A current completed Ownership Disclosure Certification must be received prior to or accompany the bid proposal. If the bidder is a joint venture, an Ownership Disclosure Certification must be completed and submitted by each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.3 SOURCE DISCLOSURE CERTIFICATION

The bidder must complete the Source Disclosure Certification (Attachment #3) and include the completed Certification with the bid proposal. Failure to comply will result in rejection of the bid proposal.

4.4.1.4 COMPANY QUALIFICATION CERTIFICATION

The bidder must complete the Company Qualification Certification (Attachment 4) and include the completed Certification with the bid proposal. If the bidder is a joint venture, the Company Qualification Certification must be completed and submitted by each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.2 PROOF OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE

Bidders should reference Section 1.1 of the University's Standard Contract Terms and Conditions, Appendix 1, for additional information about the Business Registration Certificate.

Bidders may go to <http://www.state.nj.us/treasury/revenue/busregcert.shtml> to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

The Business Registration Certificate from the Division of Revenue must be submitted prior to the time a contract is awarded or authorized, a Business Registration Certificate must be provided by each party to the joint venture.

4.4.2.2 SMALL BUSINESS REGISTRATION

This is a Set-Aside Contract for [indicate category: Category I, II, or III] for Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal. If the bidder is a joint venture, evidence that each party to the joint venture has registered with Commerce as a small business should be submitted with the bid proposal.

"Small Business" means a business that has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services:

NEW JERSEY COMMERCE, ECONOMIC GROWTH AND TOURISM COMMISSION

OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820
TELEPHONE: 609-292-2146

4.4.2.3 NEW JERSEY PUBLIC WORKS REGISTRATION CERTIFICATES

The bidder and all proposed subcontractors must hold valid N.J. Public Works Registration Certificates at the time of bid opening.

The Bidder shall include copies of current N.J. Public Works Registration Certificates for the Bidder and all sub-contractors required to be listed on the Single Bid Sub-contractor Listing. The Public Works Contractor Registration Act, N.J.S.A. 34:11 – 56:48 et seq., requires that all bidders and all sub-contractors listed in a bid on a public work must be registered with the Department of Labor to protect workers and facilitate enforcement of state prevailing wage laws. The Act was amended in 2003 as follows:

No contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c. 150 (C.34:11-56:26) unless the contractor is registered pursuant to this act. No contractor shall list a sub-contractor in a bid proposal for the contract unless the sub-contractor is registered pursuant to P.L. 1999, c. 238 (C.34:11-56:48 et seq.) at the time the bid is made. No contractor or sub-contractor, including a sub-contractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or sub-contractor is registered pursuant to that act. [N.J.S.A. 34:11-56:51, as amended by L.2003, c. 91, approved June 17, 2003].

4.4.3 SUBMITTALS

In preparing and delivering its bid proposal, bidder shall make sure that all of the following items are included in its submittal to Procurement Services:

- Bidder must provide an overview of its organization detailing experience in providing athletic apparel and equipment to athletic departments of the same scope and magnitude as that of the University Athletics Department. A minimum of five (5) years of qualification experience is required;
- Bidder must provide an organizational chart of its company;
- Bidder must provide all seasonal and retail price catalogs for the athletic apparel manufacturer for which pricing is being submitted by the bidder;
- Bidder must provide a list of three [3] college or university references of similar size and scope to the University Athletics Department where the requested services are currently being provided by the bidder. Additionally, bidder must provide the name, mailing address, phone number and email address of the contact person at each college or university athletics department. Bidder shall

note the length of its vendor/supplier relationship with each university or college;

- Bidder shall include all aspects of the bidder’s ordering process, such as online ordering, ability to track orders, exchange and return policies, and shipping and delivery procedures;
- Proof of adequate inventory;
- Custom Items and Decoration (in-house screen-print and embroidery);
- Price Guides;
- Specifications and example of any marketing material that would be offered; and
- Bidder must complete the custom ordering deadlines featured in the table below in regards to their ability to meet the delivery dates required for each season listed in the table.

Custom Ordering	
Delivery Date Required	Ordering Deadline Dates
Fall: July 1st	
Winter: October 1st	
Spring: December 1st	

4.4.3.1 ~~SAMPLE TESTING (NOT APPLICABLE)~~

~~The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples [for pricing lines _____] for evaluation and testing purposes are to be made available at no charge and delivered to University, at the bidder's expense. The bidder must, within [Buyer to indicate number of days] working days following a request from the Procurement Services buyer, submit bid samples to Procurement Services. Bid samples will not be returned. The University reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP [for pricing lines _____]. The testing results of the University are final.~~

4.4.4 ~~BID SECURITY (NOT APPLICABLE)~~

~~Each bid proposal must be accompanied by a Bid Bond [See Attachment #6], Certified or Cashier's Check made payable to Montclair State University equal to ten percent (10%) of the amount of the bid proposal, not to exceed \$20,000.00, as evidence of good faith, which~~

~~guarantees that if the bid proposal submitted by the bidder is accepted, the bidder will enter into the Contract and will furnish the required Contract Documents and Surety Bonds. If a Bid Bond is submitted, it shall also provide that the Surety issuing the Bid Bond is bound to issue the required Payment and Performance Bonds [See Attachment #7], if the bidder is awarded the Contract. If the bidder whose bid proposal is accepted is unable to provide the Performance and Payment Bonds or fails to execute a Contract, then such Bidder and the Bid Bond Surety shall be obligated to pay Montclair State University the difference between the amount of the bid proposal and the amount which the University contracts to pay another party to perform the work. The University reserves the right to retain any Certified or Cashier's Check deposited hereunder as reimbursement for the difference as aforesaid, and shall return any unrequited balance to the bidder. Should there be a deficiency in the amount of the Bid deposit, the bidder and the Surety shall pay the entire amount of the difference in cost upon demand. The bidder awarded the Contract shall construe nothing contained herein as a waiver of any other legal remedies the University may have by reason of a default or breach.~~

~~Certified or Cashier's Checks or Bonds submitted by unsuccessful bidders will be returned after the Contract has been executed. Bidders electing to furnish a Bid Bond must also include a Consent of Surety, in form acceptable to the University.~~

~~Attorneys in fact who sign Bid Bonds or Contract Bonds must file a certified Power of Attorney with the University indicating the effective date of that power.~~

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

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

If the financial information is not included with the bidder's response, the University may request the bidder to submit it, or deem the bid non-responsive. If the University requests it be submitted and the bidder fails to submit within seven [7] business days, the University may deem the bidder's proposal non-responsive.

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

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

4.4.6 PRICING

The bidder must submit its pricing using the format set forth in the price sheet(s) attached to this RFP (Attachment #5). Failure to submit all information required will result in the bid proposal being considered non-responsive. Notwithstanding the Contract Effective Date on the RFP Signature Page, Attachment #1, each bidder is required to hold its prices firm through issuance of the contract.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the Signature Page (Attachment #1) of this RFP: If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) additional one-year periods, by the mutual written consent of the contractor and the University's Vice President of Finance and Treasurer.

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

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

The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the contract. The approval of interim deliverables furnished under the contract shall not in any way relieve the contractor of fulfilling all of its obligations under the contract. The acceptance or payment for any of the services rendered under the contract shall not be construed as a waiver by the University, of any rights under the agreement or of any cause of action arising out of the contractor's performance of the contract.

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

5.6 ITEMS ORDERED AND DELIVERED

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

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

- All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.
- All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.
- All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the University at the contractor's expense.

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

- Percentage off of manufacturer's listed catalog retail price for footwear;
- Percentage off of manufacturer's listed catalog retail price for apparel;
- Incentives, benefits and services;
- Experience with other university athletic departments of similar size, scope, and complexity as the University's;
- Ability to provide high quality embroidery and screen printing services;
- Customer support and ordering process, including exchange, return and shipping policies;
- Marketing Support from Apparel and Footwear Manufacturer;
- Apparel catalogs submitted; and
- Price

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 BID DISCREPANCIES

In the evaluation of bid proposals:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

7.0 CONTRACT AWARD

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

requirement in their sole discretion when such waiver is in the best interest of the University and where such waiver is permitted by law.

7.1 DOCUMENTS/APPROVALS REQUIRED BEFORE CONTRACT AWARD FINALIZATION

~~7.1.1 PERFORMANCE AND PAYMENT BONDS (NOT REQUIRED)~~

~~The successful Bidder shall furnish within ten (10) calendar days after Contract Execution a Performance Bond in statutory form in an amount equal to one hundred percent (100%) of the total contract price as security for the faithful performance of the Contract and a Payment Bond in statutory form in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons and firms performing labor and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with the law. No Contract shall be executed unless and until each Bond is submitted to and approved by the University and the Surety must be presently authorized to do business in the State of New Jersey. The Surety's obligation shall continue beyond final acceptance to the extent that the Contractor may have such an obligation.~~

~~The cost of Bonds shall be the sole responsibility the Contractor. If at any time the University, for justifiable cause is, dissatisfied with any Surety or Sureties that have issued or proposed to issue the Performance or Payment Bonds, the Contractor shall within ten (10) days after notice from the University to do so, substitute an acceptable Bond (or Bonds) in such form and sum and executed by such other Surety or Sureties as may be satisfactory to the University. The premiums of such Bond shall be paid by the Contractor. No Contract shall be executed and/or payment made under a Contract until the new Surety or Sureties have furnished such an acceptable Bond to the University. Bonds must be legally effective as of the date the contract is signed. Bonds must indicate Contractors' names exactly as they appear on the Contract. Current Attorney-in-Fact Instruments and financial statements of the Surety must be included with the Bond. Bonds must be executed by an authorized Officer of the Surety. Bonds furnished under this article shall conform in all respects to the requirements and language of N.J.S.A.2A:44-143 to 147.~~

7.1.2 AFFIRMATIVE ACTION (Please reference Attachment #8)

The bidder recommended for contract award is required to submit a copy of its Certificate of Employee Information or a copy of Federal Letter of Approval, verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete an Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a University contract. The Affirmative Action Employee Information Report (AA-302) is located at:

<http://www.state.nj.us/treasury/purchase/forms/AA %20Supplement.pdf>.

7.1.3 POLITICAL CONTRIBUTION DISCLOSURE REQUIREMENTS

- a) The University may not contract to procure from any vendor services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if the vendor has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.
- b) Prior to awarding the contract to a bidder, the bidder proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the bidder and reporting all contributions the bidder made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to Procurement Services. The intended awardee shall submit the completed Certification and Disclosure(s) within five (5) business days to the assigned Procurement Services buyer. Failure to submit the required forms will preclude award of a contract under this RFP.
- c) Further, the intended awardee is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

7.1.3.1 STATE TREASURER APPROVAL

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

7.1.3.2 ADDITIONAL POLITICAL CONTRIBUTION DISCLOSURE REQUIREMENTS

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to

determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.4 INSURANCE CERTIFICATES

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

7.1.5 VENDORS RIGHT TO PROTEST AWARD OF CONTRACT

A vendor who submits a proposal in response to an advertised RFP may submit a written protest to the Director of Procurement of the University setting forth in detail the specific grounds for challenging the award. The protest shall be filed within ten (10) business days following the vendor's receipt of written notification, sent either by certified mail or facsimile transmission, that its bid was not accepted or of notice of the decision to award the contract. Any protest filed after the 10-day period may be disregarded. If the contract award is protested, the University may proceed to award the contract if the failure to award will result in substantial cost to the University or if public exigency so requires. All contract awards will be posted on the Procurement Services website <http://www.montclair.edu/procurement/awardedcontracts/index.html>.

APPENDIX #1
MONTCLAIR STATE UNIVERSITY
STANDARD CONTRACT TERMS AND CONDITIONS

I. The contractor certifies that it understands and agrees that the following terms and conditions (collectively the "University's Standard Terms and Conditions") are incorporated into any contract awarded by the University.

II. In the event the terms and conditions within the contractor's proposal conflict with the University's Standard Terms and Conditions, the University's Standard Terms and Conditions will govern.

III. The contractor's status pursuant to the contract shall be that of an independent contractor and not an employee of the University.

1. LAWS REQUIRING MANDATORY COMPLIANCE BY ALL UNIVERSITY CONTRACTORS

1.1 BUSINESS REGISTRATION (Contracts in excess of \$5,160)

- a. All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue conducting business in the State of New Jersey and prior to the University's execution of a contract with the contractor pursuant to N.J.S.A. 52:32-44(c). The contractor must provide proof of a valid and current business registration with the Division of Revenue to the University's Procurement Services Department before starting work under the contract. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at www.state.nj.us/njbgs/services/html. Contractor's failure to comply may result in the imposition of penalties by the University in accordance with all applicable laws.
- b. All sub-contractors of the contractor must provide the contractor with a copy of a current and valid Business Registration Certificate. The contractor must forward the Business Registration Certificates of all subcontractors to the University's Procurement Services Department prior to any subcontractor starting work under the contract.

1.2 ANTI-DISCRIMINATION – The contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under. Company agrees to the mandatory EEO/AA language for goods and services professional services contracts, or construction contracts awarded by a public agency, as applicable, as more fully set forth in N.J.A.C. 17:27-3.5 and 3.7 or N.J.A.C. 17:27-3.6 and 3.8 respectively, as if fully restated herein and as more fully stated on the University's website at: <https://www.montclair.edu/media/montclair.edu/financetreasurer/forms/vendor/Form-AA302-&-Affirmative-Action-Language.pdf> and

<https://www.montclair.edu/media/montclairedu/financetreasurer/forms/vendor/aa-language-for-construction.pdf>.

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

1.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq. 1.4. Accessibility of online content and functionality will be measured according to the W3C's Web Content Accessibility Guidelines 2.0 Level AA ("Benchmarks for Accessibility"). Contractor shall ensure that content and functionality meet the Benchmarks for Accessibility or that equally effective alternate access can be provided that would ensure, to the maximum extent possible, individuals with disabilities receive the same benefits and services as their nondisabled peers.

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

1.6 OWNERSHIP DISCLOSURE – No Vendor Bidder that is a corporation , partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid by Montclair State University unless prior to the receipt of the bid or accompanying the bid, of said corporation , said partnership, or said limited liability company there is submitted a statement setting forth 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. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed. Vendor Bidders shall use the University's Ownership Disclosure Form.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites

containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. Refer to N.J.S.A. 52:25-24.2.

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

1.8 COMPLIANCE WITH N.J.S.A. 19:44A-20.13 et seq. (“Pay to Play” Act). The University’s Procurement Services Department will provide the selected contractor with a “Contractor’s Certification and Disclosure of Political Contribution Form” to complete. The Procurement Services Department will forward the completed Form to the State Treasurer or his designee for review pursuant to the Act. In the event the State Treasurer determines that the Act precludes a contract award to the selected contractor, a contract award will not be made.

In the event a contract award is made, the contractor is under a continuing duty to disclose all contributions that may be made during the term of the contract. In such event, the contractor must immediately complete the Continuing Disclosure of Political Contributions Form and submit the completed Form to the University’s Procurement Services Department. All forms and instructions are available from the University’s Procurement Services Department.

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

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

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

1.12. FEDERALLY FUNDED PROJECT CONTRACTS – When applicable, contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected

veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

2. LIABILITIES

2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the University and the State of New Jersey, their respective officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

2.2 INDEMNIFICATION - The contracting party shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the University, the New Jersey Educational Facilities Authority and the State of New Jersey, including their trustees, officers, employees, volunteers and agent from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property, of any person or persons whatsoever, which shall arise from or result directly or indirectly from the services provided under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

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

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

The insurance to be provided by the contractor for the term of the contract and any agreed upon extension thereof shall be as follows.

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

endorsement” shall be included, so that the general aggregate limit applies separately to the location or project that is the subject of this contract.

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

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

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

The contractor shall require all subcontractors to comply with all of the insurance requirements described above. It is a contractor option to determine the amount of excess liability it will require its subcontractors to carry. The contractor shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor prior to the subcontractor's beginning work on the project. The contractor shall provide copies of all subcontractor certificates of insurance to the University upon request.

3. CONTRACT EXTENSION

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

4. CONTRACT TERMINATION

a. Change of Circumstance:

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

b. For cause:

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

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

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

5. SUBCONTRACTING OR ASSIGNMENT

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

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

6. PERFORMANCE GUARANTEE

The contractor certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the University that is operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the contractor's proposal from time of written acceptance by the University. The contractor will render prompt service without charge, regardless of geographic location.
- d. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- e. All services rendered to the University shall be performed in strict and full accordance with the specifications stated in the contract.

7. DELIVERY GUARANTEE

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

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

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

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

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

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

8. MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions. For contracts that total \$2 million or greater, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment, and such records shall be made available to the New Jersey Office of the State Comptroller upon request.

9. PRICE FLUCTUATION DURING CONTRACT

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

10. TAX CHARGES

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

11. PAYMENT TO CONTRACTOR

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

12. STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

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

13. NOTICES: All notices required under this contract shall be in writing and shall be validly and sufficiently served by the University upon the contractor if addressed and mailed by certified mail to the address set forth in the contractor's proposal. Notices from the contractor to the University shall be addressed and mailed by certified mail to the attention of the Director, Procurement Services Department, Montclair State University, Overlook Corporate Center, 150 Clove Road, Little Falls, N.J. 07424.

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

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

16. Pursuant to N.J.S.A. 18A:64-6.1, Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage 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. In the event of any breach or violation of this warranty, the University shall have the right to terminate the contract without liability for payment to the contractor, or in its discretion, the University may deduct from the contract price the full amount of such commission, percentage, brokerage or contingent fee.

17. Contractor acknowledges that the Agreement may provide it access to paper and electronic student education records. Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from student education records as set forth in the Family Educational Rights and Privacy Act, 34 CFR 99.33(a) (2), which states that officers, employees and agents of a contractor that receive education record information from the University may use such information only for the purposes for which the disclosure was made by the University and as required by the Agreement.

18. For all Contractors that are not members of the United States Privacy Shield the University Data Protection Addendum is incorporated by reference and fully stated at: <https://www.montclair.edu/media/montclair.edu/financetreasurer/forms/procurementforms/Data-Protection-Addendum-MSU-rev-5-8-18-clean.pdf>

19. REPORTS REQUIRED FOR SERVICE CONTRACTS. Pursuant to N.J.S.A. 34:11-56.14, a Contractor who enters into a contract with the University for the purchase of services, shall provide a report to the Commissioner of Labor and Workforce Development, regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. The Contractor shall provide reports for every establishment of the Contractor having employees. The Contractor shall report such information using a form adopted by the Commissioner which can currently be found on the NJ Department of Labor website here: [https://www.nj.gov/labor/forms_pdfs/equalpayact/mw563\(6-18\)annualequalpay.pdf](https://www.nj.gov/labor/forms_pdfs/equalpayact/mw563(6-18)annualequalpay.pdf). Instructions for filling out the form can also be found here: https://www.nj.gov/labor/forms_pdfs/equalpayact/mw-564_instructions.pdf. Reports may be made via a printable PDF available on the Department of Labor web

site, or uploaded in a spreadsheet. Completed reports should be emailed to: equalpayact@dol.nj.gov or such other address identified by the Commissioner. Reporting is not required by Contractors who have entered into a contract with the University to purchase only goods or products.

20. REPORTS REQUIRED FOR PUBLIC WORKS CONTRACTS. Pursuant to N.J.S.A. 34:11-56.14, a Contractor who enters into a contract with the University for a public work, as defined in N.J.S.A. 34:11-56.26, shall provide a report to the Commissioner of Labor and Workforce Development, through certified payroll records as required by N.J.S.A. 34:11-56.25, containing information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the Contractor employed in the State of New Jersey in connection with the contract with the University. The Contractor shall provide a report to the Commissioner throughout the duration of the contract with an update to the information whenever payroll records are required to be submitted to the University pursuant to N.J.S.A. 34:11-56.25, et. seq. The Contractor shall report such information using a form adopted by the Commissioner which can currently be found on the NJ Department of Labor website here: https://www.nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf. Instructions for filling out the form can be found here: https://www.nj.gov/labor/forms_pdfs/equalpayact/mw-564_instructions.pdf. Reports may be made via a printable PDF available on the Department of Labor web site, or uploaded in a spreadsheet. Completed reports should be emailed to: equalpayact@dol.nj.gov or such other address identified by the Commissioner.

AUTHORIZED SIGNATURE

NAME

TITLE

COMPANY NAME

DATE

ATTACHMENT # 1

RFP SIGNATURE PAGE

REQUEST FOR PROPOSAL 1429	
FOR: Athletic Apparel, Equipment & Accessories	RETURN BID PROPOSAL TO: OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 Clove Road, Third Floor Little Falls, NJ 07424
ESTIMATED AMOUNT: \$ <u> N/A </u> CONTRACT EFFECTIVE DATE: <u> TBD </u> CONTRACT EXPIRATION DATE: <u> TBD </u>	PROCUREMENT SERVICES BUYER: Kyle Carter TEL #: (973) 655-6107 FAX#: (973) 655-5468
<p>1. BID PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF _____ ON _____ AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED):</p> <p style="text-align: center;">OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 855 VALLEY ROAD, SUITE 112 CLIFTON, NJ 07013</p> <p>2. THE BIDDER MUST SIGN THIS RFP SIGNATURE PAGE.</p> <p>3. THE BID PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS. F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.</p> <p>4. ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.</p> <p>5. ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPREARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.</p> <p>6. THE BIDDER MUST COMPLETE AND SUBMIT WITH BID, THE OWNERSHIP DISCLOSURE FORM (ATTACHMENT# 2), SOURCE DISCLOSURE CERTIFICATION (ATTACHMENT# 3), COMPANY QUALIFICATION CERTIFICATION (ATTACHMENT# 4) AND PRICE SHEET (ATTACHMENT# 5).</p> <p>7. THE BIDDER IS STRONGLY ENCOURAGED TO ATTEND THE PRE-BID CONFERENCE(S) AND SITE VISIT(S). NO SPECIAL ARRANGEMENTS WILL BE MADE FOR THOSE NOT ATTENDING.</p> <p>8. FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING (RFP SECTION 4.4.2.2).</p> <p>9. BY SIGNING THIS RFP SIGNATURE PAGE, THE BIDDER CERTIFIES AND CONFIRMS THAT NEITHER THE BIDDER, ITS REPRESENTATIVES, AGENTS OR LOBBYISTS HAVE INITIATED ANY INAPPROPRIATE CONTACT WITH ANY UNIVERSITY EMPLOYEE DURING THE PROCUREMENT TO ATTEMPT TO AFFECT THE BIDDING PROCESS AND SHALL NOT DO SO AFTER SUBMISSION OF THE BID PROPOSAL.</p> <p>10. THE BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND MUST SUBMIT A BUSINESS REGISTRATION CERTIFICATE PRIOR TO THE TIME A CONTRACT IS AWARDED OR AUTHORIZED (SEE RFP SECTION 4.4.2.1.).</p> <p>11. PROPOSALS SHALL REMAIN OPEN FOR ACCEPTANCE AND MAY NOT BE CHANGED OR WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS AFTER THE BID OPENING DATE.</p>	
TO BE COMPLETED BY BIDDER	
<p>11. FIRM NAME: _____</p> <p>ADDRESS: _____</p> <p>_____</p>	
12. BIDDER TEL#: _____ EXT: _____	13. FEDERAL EMPLOYER IDENTIFICATION # _____
14. BIDDER FAX#: _____	15. BIDDER E-MAIL ADDRESS: _____
SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT ADDENDA ISSUED, THE REQUEST FOR PROPOSAL, THE UNIVERSITY'S STANDARD TERMS AND CONDITIONS (APPENDIX 1) AND THE RESPONSIVE BID PROPOSAL CONSTITUTE A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE BY THE UNIVERSITY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER ADDENDA OR THE REQUEST FOR PROPOSAL DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN CONTRACT TERMINATION. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE UNIVERSITY, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.	
ORIGINAL SIGNATURE OF BIDDER	DATE
PRINT/TYPE NAME	TITLE

ATTACHMENT #2



MONTCLAIR STATE
UNIVERSITY

OWNERSHIP DISCLOSURE FORM

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE YES OR THE NO COLUMN. ALL PARTIES ENTERING INTO A CONTRACT WITH MONTCLAIR STATE UNIVERSITY ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2. PLEASE NOTE THAT IF THE BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

	Yes	No
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the vendor bidder?		
2. Of those parties owning a 10% or greater interest in the vendor bidder, are any of those parties individuals?		
3. Of those parties owning a 10% or greater interest in the vendor bidder, are any of those parties corporations, partnerships, or limited liability companies?		
4. If your answer to Question 3 is yes, are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company in Question 3?		

IF THE ANSWERS TO QUESTIONS 2 TO 4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE INFORMATION RELATED TO QUESTIONS 2 TO 4 ANSWERED AS "YES"

If you answered yes to questions 2, 3 or 4, you must disclose identifying information related to the individuals, corporations, partnerships and/or limited liability companies owning a 10% or greater interest in the Vendor Bidder. Further if one or more of these entities is itself a corporation, partnership or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership or limited liability company. This information is required by NJ statute.

Individuals

Name _____ Date of Birth: _____

Address _____

City/State _____

Name _____ Date of Birth: _____

Address _____

City/State _____

Name _____ **Date of Birth:** _____

Address _____

City/State _____

Partnerships/Corporations/Limited Liability Companies

Entity Name _____

Partner Name: _____

Address _____

City/State _____

Entity Name _____

Partner Name: _____

Address _____

City/State _____

Entity Name _____

Partner Name: _____

Address _____

City/State _____

Attach additional sheets if necessary.

In the alternative, to comply with the ownership disclosure requirement, a Vendor Bidder with any direct or indirect partner corporation which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent and, if there is any

person that holds a 10% or greater beneficial interest, also shall submit links to the website containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest pursuant to N.J.S.A. 52:25-24.2.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this Certification on behalf of the Vendor Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that Montclair State University is relying on the information contained herein, and that the Vendor Bidder is under a continuing obligation from the date of this Certification through the completion of any contracts with the University to notify the University 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 it will constitute a material breach of my agreements with the University, permitting the University to declare any contracts resulting from this Certification void and unenforceable.

Signature (Do not enter vendor ID as signature)

Date

Print Name and Title

ATTACHMENT 3
SOURCE DISCLOSURE CERTIFICATION

N.J.S.A. 52:34-13.2 and N.J.S.A. 52:32-1 requires that all contracts for goods and services with an instrumentality of the State be performed or manufactured within the United States, except when the University Contracting Officer certifies in writing that a required service cannot be provided by the contractor or subcontractor within the United States.

SOURCE DISCLOSURE REQUIREMENTS

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

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

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

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

VI. COMMENTS:

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

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

Bidder: _____

[Name of Bidding Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

ATTACHMENT #5

PRICE SHEET(S)

Bidders are required to submit a bid for the manufacturer that they deem to be the most advantageous to the University, price and other factors considered.

The manufacturer chosen by the bidder must be taken from the list of identified suppliers found on Page 10 under "3.0 COMMODITY DESCRIPTION/SCOPE OF WORK, Section A". If any other manufacturer is submitted, the bid will be deemed non-responsive and not considered for award.

Pricing shall be based on discount off current published retail list price, FOB destination, and the bidder's submitted percentage discounting structure shall remain firm throughout the term of the contract.

**** Pricing must be submitted in the provided format. Proposals which include pricing formats other than what is provided below will be deemed non-responsive. This includes, but is not limited to, ranged pricing and estimates. ****

Pricing Part 1: Percentage Off Manufacturer's Suggested Retail Price (MSRP) & Incentives:

Manufacturer : _____	
Percentage Off Manufacturer's Listed Catalog Retail Price for APPAREL	%
Percentage Off Manufacturer's Listed Catalog Retail Price for FOOTWEAR	%
Annual Marketing Support Package (Manufacturer's brand mark only)	\$
Upfront Product Allotment to be Provided at Start of Each Contract Year (Coaches Package)	\$
Rebates Tied to Annual Spending (Rebates based on annual spending)	\$
Bonus Incentives for Performance Achievements	\$
• Regular Season/Conference Championships	\$
• NCAA Tournament Appearances	\$
• Conference/Regional Coach of the Year	\$

Pricing Part 2: Three Sport Snapshot of Proposed Discounted Pricing

Below is a pricing sheet with a snapshot of items, from both acceptable manufacturers, that the University has found to be comparable. Please provide your pricing for these certain items at the discounted rate that your company is offering to MSU. Note that bidders can only submit one (1) manufacturer's pricing with their bid. Bidders must choose either Adidas or Nike for "Pricing Part 2". If a bidder provides pricing for both manufacturers in this section their bid will be deemed non-responsive.

	ADIDAS	PRICE	NIKE	PRICE
FOOTBALL				
Jersey	PRIMEKNIT A1 Jersey		VAPOR UNTOUCHABLE Jersey (BLANK)	
Pant	PRIMEKNIT A1 Pant		VAPOR UNTOUCHABLE Pant (BLANK)	
Cleat	ADIZERO PRIMEKNIT		ALPHA MENACE ELITE 2	
Warmup Top	Team Issue Full Zip Jacket		NIKE SPHERE HYBRID JACKET	
Warmup Bottom	Team Issue Tapered Pant		NIKE CLUB FLEECE PANT	

WOMEN'S BASKETBALL		PRICE		PRICE
Jersey	MIPRIMETIME Jersey		HYPERELITE PLAYMAKER DIGITAL Jersey	
Short	MIPRIMETIME Short		HYPERELITE PLAYMAKER DIGITAL Short	
Warmup Top	Team Issue Full Zip Jacket		NIKE DRY SHOWTIME HOODIE FZ	
Warmup Bottom	Team Issue Tapered Pant		NIKE DRY SHOWTIME PANT	
Shoe	Harden Volume 4		LEBRON SOLDIER XIII SFG TB	

MEN'S BASKETBALL		PRICE		PRICE
Jersey	MIPRIMETIME Jersey		HYPERELITE PLAYMAKER DIGITAL Jersey	
Short	MIPRIMETIME Short		HYPERELITE PLAYMAKER DIGITAL Short	
Warmup Top	Team Issue Full Zip Jacket		NIKE DRY SHOWTIME HOODIE FZ	
Warmup Bottom	Team Issue Tapered Pant		NIKE DRY SHOWTIME PANT	
Shoe	Harden Volume 4		LEBRON SOLDIER XIII SFG TB	

WOMEN'S SOCCER		PRICE		PRICE
Jersey	MIREGISTA 20 Jersey		NIKE DRY US SS DIGITAL20 Jersey	
Short	MITASTIGO 19 Short		NIKE DRY DIGITAL20 Short	
Warmup Top	TIRO19 TR Jacket		NIKE DRY ACADEMY20 Jacket	
Warmup Bottom	TIRO19 TR Pant		NIKE DRY ACADEMY20 PANT KPZ	
Shoe	X 20.1 FG		Nike Mercurial Vapor 13 Elite FG Soccer Cleat	

MEN'S SOCCER		PRICE		PRICE
Jersey	MIREGISTA 20 Jersey		NIKE DRY US SS DIGITAL20 JERSEY	
Short	MITASTIGO 19 Short		NIKE DRY DIGITAL20 SHORT	
Warmup Top	TIRO19 TR Jacket		NIKE DRY ACADEMY20 Jacket	
Warmup Bottom	TIRO19 TR Pant		NIKE DRY ACADEMY20 PANT KPZ	
Shoe	X 20.1 FG		Nike Mercurial Vapor 13 Elite FG Soccer Cleat	

Pricing Part 3: Decoration & Application Costs

Screen Print										
		Quantity								
		12-23	24-47	48-95	96-143	144-287	288-499	500 +		
1 Color		\$	\$	\$	\$	\$	\$	\$		
2 Color		\$	\$	\$	\$	\$	\$	\$		
3 Color		\$	\$	\$	\$	\$	\$	\$		
4 Color		\$	\$	\$	\$	\$	\$	\$		
Screen Fees		\$								
Art Fee		\$								
Color Change per Color Fee		\$								

Screen Print Number / Names				
		1-color	2-color	3-Color
		\$	\$	\$
Numbers Screen Print 4" through 8"		\$	\$	\$
Numbers Screen Print 10" through 12"		\$	\$	\$
Player Name Screen Print		\$	\$	\$

Embroidery					
1k - 5k stitches		1 - 3	4 - 71	72 - 287	288 +
6k-12k stitches		\$	\$	\$	\$
12k - 20k stitches		\$	\$	\$	\$
20k+ stitches		\$	\$	\$	\$
Personalization		\$	\$	\$	\$
Player Names		\$	\$	\$	\$
Add Additional Lines		\$	\$	\$	\$
Player Numbers		\$	\$	\$	\$

Digital		
New Design Fee		\$
Editing (changes to existing or provided designs)		\$

Digital Fusion		
Full Front Design		\$
Full Back Design		\$
Bags		\$
Left/Right/Center Chest		\$
Back Yoke		\$
Right/Left Sleeve		\$
Right/Left Leg, Thigh		\$
Numbers Digital Fusion 2" through 6"		\$
Numbers Digital Fusion 8" through 12"		\$
Numbers 3 Digit		\$
Player Names		\$

Setup Charge per order: \$ _____

Price per Embroidered Name and or Number on Apparel \$ _____

Please certify that the prices listed above are all inclusive and do not contain any hidden fees.

Also, please note that a failure to complete the pricing sheet (Attachment 5) in the format that is provided shall result in your bid being deemed nonresponsive.

I certify that my company is not submitting apparel per this RFP and do not require a subcontractor for embroidery and screening work:

Signature_____

**ATTACHMENT # 7
MONTCLAIR STATE
UNIVERSITY**

AGREEMENT OF SURETY

Agreement of Surety Form

In consideration of the sum of *ONE DOLLAR*, lawful money of the United States, the receipt whereof is hereby acknowledged, and for other valuable consideration

herein called the Company, consents and agrees that if the project at Montclair State University, Montclair, New Jersey,

for which the preceding proposal is made, be awarded to

of

herein called the Bidder, the company will become bound as surety for its faithful performance and will execute the final bonds required and , if the Bidder shall omit or refuse to execute such contract when notified or awarded, then the company will pay to Montclair State University, hereinafter called the Obligee, the difference between the amount of the Bidder's Bid or Proposal and the lowest amount in excess of said bid or proposal for which the Obligee may be able to award said contract within a reasonable time.

Signed, Sealed and Dated

Surety:

By _____

ATTACHMENT # 8

(REVISED 4/10)

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

**ATTACHMENT # 9
MACBRIDE PRINCIPLES FORM**

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

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

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

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

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

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

Signature: _____

Print Name: _____

Title: _____

Firm Name: _____

Date: _____

ATTACHMENT # 10
State of New Jersey
Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

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

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

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

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

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

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

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

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

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

Title: _____ **Date:** _

ATTACHMENT 11

CONFLICT OF INTEREST

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

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

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

Name of Firm: _____

Please Print

By: _____

Signature

Title: _____

Date: _____

