



# NJCU

NEW JERSEY CITY UNIVERSITY



**Request for Qualifications  
International Student Recruitment Agencies  
RFQ #17-006**

**Issuance Date: 1/11/2017**

**Bid Opening: 1/26/2017**

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# 1. INFORMATION FOR BIDDERS

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## 1.1 BACKGROUND

New Jersey City University (NJCU), located in the City of Jersey City, is one of the nine state colleges and Universities in New Jersey. The University opened its doors as the New Jersey Normal School of Jersey City on September 12, 1929, with 331 students and one building on campus, Hepburn Hall. Eighty years later, more than 8,000 degree-seeking students enjoy the fifty-two acre campus, which now features fourteen buildings. The mission of New Jersey City University is to provide a diverse population with an excellent university education. The University is committed to the improvement of the educational, intellectual, cultural, socioeconomic, and physical environment of the surrounding urban region and beyond. Through implementation of its mission, New Jersey City University has realized its vision of becoming a nationally recognized leader in urban public higher education. New Jersey City University is committed to its urban mission by: sustaining, celebrating, and promoting academically an understanding of community diversity; tapping the rich resources of the urban setting and cultures for the benefit of its learners; and employing its knowledge resources, via faculty and students and with partner organization, to identify and solve urban challenges.

NJCU is also creating a 21-acre University Place Development, which will blend academic buildings, recreational facilities, and mixed-use residential, retail, and commercial space with landscaped public areas and walkways. In expanding its campus, NJCU expects to create an urban village that will enrich the surrounding neighborhood and will encourage its neighbors to enjoy the shops, theatre and performing arts programs, cafes, and public outdoor spaces that are part of the plan. The site is bordered by Route 440, West Side Avenue, Carbon Place and the Home Depot Property. Construction began in 2012 with the development of the infrastructure, including placement of sewer lines, utilities and streets. The final stage, the construction of buildings, will be handled in phases.

## 1.2 PURPOSE AND INTENT

Pursuant to N.J.S.A. 18A:64-54, New Jersey City University (“NJCU” or the “University”) is issuing this document, a Request for Qualifications (“RFQ”) for International Student Recruitment Agencies from qualified firms to collaborate with New Jersey City University in the area of international student recruiting.

The University intends to (1) pre-qualify firms and enter into contract with the pre-qualified firms, (2) solicit Price Quotes from pre-qualified firms based on scope of work, and (3) issue amendments to the executed contract of the pre-qualified firms. New Jersey City University reserves the right to award the contract in the best interest of the University.

The University considers any information which it may have released either orally or in writing prior to the issuance of this RFQ, to be preliminary in nature and the University shall not be bound by such information.

The University's obligation is contingent upon the availability of funds.

### 1.2.1 CONTRACT TERMS

New Jersey City University intends to award the contract for one (1) year commencing from the date of award renewable at the option of the University for two (2) additional one (1) year terms.

If, at any time during the term of this award either the University or the vendor considers terminating the agreement, they shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty- (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the agreement by giving the other party thirty (30) days written notice.

Should additional work be required, which is beyond the scope of this RFQ but is related to the overall contract, the vendor will be requested to submit a written proposal and upon approval, a purchase order will be issued to authorize the work.

### 1.2.2 SUPPLIER DIVERSITY

New Jersey City University recognizes the importance of supplier diversity in its procurement practices. The University has a diverse student, staff and faculty population. In conjunction with the University's overall commitment to diversity and inclusion, the University is committed to contracting with qualified suppliers from all parts of the business community in procuring needed goods and services. By encouraging the participation of Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), collectively SMWBEs, in the procurement process, the University strengthens contracting opportunities for SMWBEs, while at the same time providing a value added strategy that increases competition to ensure that the University's funds are maximized.

### 1.3 SOLICITATION SCHEDULE

EVENT	DATE
RFQ Issued	January 11, 2017
Questions Due from Bidders	January 17, 2017
NJCU Response to Bidders with advertised Addendum #1	January 20, 2017
Bid Proposals Due	January 26, 2017, by 2:00pm

#### 1.3.1 QUESTION AND ANSWER PERIOD

Inquiries regarding this RFQ must be submitted in writing and can either be e-mailed to Edie DelVecchio, [edelvecchio@njcu.edu](mailto:edelvecchio@njcu.edu) and Amanda McGee, [amcgee@njcu.edu](mailto:amcgee@njcu.edu) or faxed to 201-200-3238.

The cut-off date for questions and inquiries relating to this RFQ is indicated on the solicitation schedule, section 1.3. Addendum to this RFQ, if any, will be posted on the Bidding Opportunities webpage and emailed to anyone who downloaded the bid on and after the date per 1.3 Solicitation Schedule

**No telephone calls will be permitted.**

NOTE: If questions are directed to any University employee other than the aforementioned designees your firm will be disqualified from further consideration.

#### 1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by Procurement Services at the appropriate location by the required time in a sealed envelope, or digital copy.

To respond to this proposal, vendors should:

##### A. DIGITAL SUBMISSION

Submit a digital copy of its proposal in accordance with the bid submission deadline contained herein, which must be received no later than **2:00 PM (EST) on January 26, 2017** to the following two (2) email addresses:

Edie DeVecchio, [edelveccio@njcu.edu](mailto:edelveccio@njcu.edu)

Associate Vice President of Business Services

Amanda McGee, [amcgee@njcu.edu](mailto:amcgee@njcu.edu)

Contract Administrator

In the event a vendor's proposal is too large to email please contact Amanda McGee, at 201-200-3532, or email [amcgee@njcu.edu](mailto:amcgee@njcu.edu)

## B. MAILED SUBMISSION

Submit one (1) hard copy marked original, and one (1) digital copy on either CD or flash drive of its proposal in accordance with the bid submission deadline contained herein, which must be received no later than **2:00 PM on January 26, 2017** to the following location:

New Jersey City University  
2039 J.F. Kennedy Blvd.  
Jersey City, NJ 07305  
Procurement Services Department  
Hepburn Hall, Room 111  
Attention: Edie DeVecchio  
Assistant Vice President of Business Services

Responses received after this time and date will not be considered. The University is not responsible for lost or misdirected documents. Bids must be enclosed in a sealed envelope/package bearing the name of the Bidder and **RFQ # 17-006** clearly marked on the outside of the envelope.

The prospective bidder assumes sole responsibility for submitting a complete bid proposal in response to this RFQ. No special consideration will be given after bid proposals are opened because of a bidder's failure to comply with all requirements of the RFQ.

## 1.4 **ADDITIONAL INFORMATION**

### 1.4.1 **BIDDER RESPONSIBILITY**

The University assumes no responsibility for the completeness or the accuracy of any information presented in this RFQ, or otherwise distributed or made available during this procurement process, except as expressly stated to the contrary. Without limiting the generality of the foregoing, the University will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those prepared in

writing. In no event may a Proposer to this RFQ rely on any oral statement made by the University or any of the University's agents, employees, advisors or consultants.

Should a Proposer find discrepancies in or omissions from, this RFQ and related documents, the Proposer shall immediately notify the University, in writing, and a written addendum of instructions, if necessary, will be emailed to each Proposer. Every Proposer requesting an interpretation of this RFQ will be responsible for delivering such requests to the University in writing and within the time limit set forth in Section 1.3

The University considers any information which it may have released either orally or in writing prior to the issuance of this RFQ to be preliminary in nature and the University shall not be bound by such information.

Proposers should satisfy themselves, by personal investigation and any other means they deem necessary, as to the conditions affecting the proposed Project and the cost thereof. Proposers are solely responsible for conducting their own independent research and due diligence for their preparation of the Proposals and the subsequent delivery of services under the Project Documents.

#### 1.4.2 COST LIABILITY

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

#### 1.4.3 CONTENTS OF BID PROPOSAL

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

The University reserves the right to complete its evaluation process prior to making bid tabulations available, through OPRA requests.

#### 1.4.4 BID ERRORS

A bidder may request that its bid proposal be withdrawn prior to bid opening. Such a request must be made, in writing, to the Assistant Vice President of Business Services. If the request is granted, the bidder may submit a revised bid proposal as long as the revised bid proposal is received prior to the announced date and time for the opening of the bid proposals and at the place specified. If, after the opening of bid proposals but before contract award, a bidder discovers an error in its bid proposal, the bidder may make written request to the Assistant Vice President of Business 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.

## **2. SCOPE OF WORK**

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New Jersey City University is seeking proposals from providers to collaborate and achieve the following:

- a) Facilitate international student access to NJCU undergraduate, graduate and doctoral programs.
- b) Provide the services necessary to help ensure acceptance into the programs.
- c) Provide the services required to ensure success of students who have been accepted into the programs.

### **2.1 SERVICE DESCRIPTION**

NJCU seeks marketing and student recruitment partners who have been screened to participate in events run by the International Consultants for Education and Fairs Conferences (ICEF) or its equivalent (please list), and/or have been part of the US Department of Commerce events to assist with its recruitment of international students.

This opportunity is open to overseas businesses and agencies that will recruit students for undergraduate and graduate degree programs and the Intensive English Program.

Qualified agencies and/or businesses must meet at least one of the following criteria:

- a) Pre-screened by ICEF, or it's equivalent (please list) and is qualified to recruit from diverse regions
- b) Qualified by a U.S. Department of Commerce overseas office to participate in U.S. Commercial Service events or university matching services.
- c) Listed on a national list by the Ministry of Education or a nationally accredited association or organization (i.e. BELTA, Brazil, JAOS, Japan)

NJCU may also extend the scope of services to use qualified agencies to develop additional programs.

Qualified agencies will provide comprehensive international student recruitment services, delivered in accord with the standards of their respective Ministry of Education or a comparable body. Agencies will provide proof of such supporting documentation as part of the application process.

### **2.2 COMPENSATION SCHEDULE**

NJCU is seeking qualified overseas student recruitment agencies to provide services on behalf of the university. Compensation will be based on a per-student commission as specified in the signed agreement, or as specified in supplemental agreements for specified marketing services, cohort-



based programs, or other assigned activities. The compensation model for this recruiting opportunity will be no less than 15% of the gross tuition paid by each fully matriculated student and then accompanied by a 5% retention bonus for every semester thereafter the first year. For the IEP, commission rates will be no less than 20% of gross tuition paid for up to one calendar year and then accompanied by a 5% retention bonus for every semester thereafter.

### **2.3 ORGANIZATION DESCRIPTION & NEED**

Situated in the New York City Metropolitan area, less than 5 miles to Downtown Manhattan and Wall Street, New Jersey City University (NJCU) is a dynamic, affordably-priced, public institution where students receive a world-class education. As one of the most diverse campuses in America, the University's global perspective transforms the teaching and learning experience. NJCU offers the opportunity for students from around the world to interact closely with each other, as well as with faculty members and the community.

At NJCU, students prepare for success by engaging in rigorous coursework, securing cooperative work placements in industry, participating in service learning opportunities in the community, and taking part in a wealth of affordable international study opportunities.

NJCU is now strategically increasing its international student population. The university has completed construction on a new student dormitory which adds 450 beds, and which official opened in September 2016 (Please visit our housing brochure here: [http://web.njcu.edu/advancement/RISE\\_EBrochure\\_html/#p=1](http://web.njcu.edu/advancement/RISE_EBrochure_html/#p=1)).

NJCU students enjoy the commuter-friendly New York City Metropolitan area, with a direct light rail train ride of 20 minutes connecting the main campus to the School of Business, and from there, a mere 5 minute PATH train ride under the Hudson River to the World Trade Center and all that Manhattan has to offer.

Already the most affordable university in the State of New Jersey, NJCU also offers scholarships to academically-qualified international students. The University offers 43 undergraduate and 27 graduate majors, in addition to 2 doctoral degree programs. International students have the option of study in competitive programs like Business, Computer Science, National Security Studies, Chemistry, Media Arts, and Music, among others. The Business-track program is preferred, but not required.

### **2.4 ADDITIONAL WORK**

Should additional work be required, which is beyond the scope of this RFQ but is related to the overall contract, the vendor will be requested to submit a written proposal and upon approval, a purchase order will be issued to authorize the work.

## 2.5 NJCU REFERENCE POINTS

- School of Business new program—Master’s in Business Analytics and Data Science, which also has a STEM designation.
- NJCU’s National Security Studies Program was designated as a National Center of Academic Excellence in Cyber Defense by the Department of Homeland Security and National Security Agency.
- NJCU has introduced a new doctorate in Civil Security Leadership, Management and Policy.
- Billboard Magazine ranks NJCU’s Music Business program in the top 10 nationally.
- Tuition remains at the lowest of all the public 4-year colleges and universities in the State of New Jersey
- Washington Monthly ranks NJCU as one of the Top 10 “Best Bang for Your Buck” schools in the U.S. Northeast, and #2 in the State of New Jersey for serving students in need.
- NJCU is the safest campus in New Jersey among all public colleges and universities according to the Clery report.
- U.S. News & World Report also ranked NJCU as the best public school in New Jersey for ethnic diversity.

NJCU is undergoing a multifaceted expansion with an ambitious West Campus development that includes a modern four-story residence hall increasing our student housing, state-of-the-art academic and mixed-use retail buildings, and new athletic facilities to accommodate our rapidly expanding intramural and interscholastic athletic offerings.

### 3. RFQ SUBMISSION DELIVERABLES

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#### 3.1 ORGANIZATIONAL SUPPORT AND EXPERIENCE

This section shall contain all pertinent information relating to bidder's organization, personnel and experience that would substantiate the firm's qualifications and capabilities to perform the service required by the scope of this RFQ. Please provide all the information requested, and tabbed as follows:

- 3.1.1 Provide the firm name, address and the names, contact information (addresses, telephone and facsimile numbers and e-mail addresses), relevant experience and proposed roles of those individuals who will be directly responsible for serving the University on a day-to-day basis.
- 3.1.2 Provide a brief history of your firm, specifically discussing your firm's experience with higher education.
- 3.1.3 Provide three references from higher education from current and/or past clients and discuss the services you have provided or are currently providing to them.
- 3.1.4 Provide a list of all clients lost within the last three years which includes:
  - a) A contact name and telephone number
  - b) Length of service at the account
  - c) Reason for the loss
- 3.1.5 Describe any pending, concluded or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas or other information requests of or involving your firm or owners, principals or employees of your firm for the past five (5) years. Describe the nature and status of the matter and the resolution, if concluded. List any sanctions or penalties brought against your firm or any of its personnel (including suspension or debarment) imposed on your firm or any of its personnel by any regulatory or licensing agencies. Please include a description of the reasons for the sanction or penalties and whether such sanctions or penalties are subject to appeal. Please describe any potential conflict that may affect your service to the University.
- 3.1.6 Describe your firm's policy relative to the prohibition of discriminatory employment practices, affirmative action and equal opportunity and note the minority and female participating employees would serve the University.
- 3.1.7 Provide all Forms and Attachments as detailed in Section 4.3.1 of this RFQ.

3.1.8 Oral Presentation - Agencies who submit a proposal in response to this RFQ may be required to give an oral presentation of their proposal to representatives of the University. This will provide an opportunity for the agency to clarify or elaborate on the proposal but in no way change the bidder's original proposal.

## 4. BID PROPOSAL PREPARATION AND SUBMISSION

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### 4.1 GENERAL

The bidder is advised to read and follow all instruction contained in the RFQ, and subsequent Addendums, in preparing and submitting its bid proposal.

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

### 4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered for award, the bid proposal must be received by Procurement Services at the appropriate location by the required time in a sealed envelope as per Section 1.3.2. The date and time is indicated on the cover sheet.

THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE RFQ NUMBER, TITLE, AND THE BIDDERS NAME AND ADDRESS.

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

### 4.3 BID PROPOSAL CONTENT

#### 4.3.1 MANDATORY SUBMITTAL FORMS

The following forms/certificates are to be included in your Proposal Response, Attachments can be found in **Appendix A**:

- a) Statement of Compliance (attached)
- b) Affirmative Action Requirements (attached)
- c) Non-Collusion Statement (attached)
- d) Certification and Disclosure of Political Contributions (EO 51 and 117) (attached)
- e) Disclosure of Investment Activities in Iran (attached)
- f) MacBride Principles Certification (attached)
- g) Source Disclosure Certification (EO 129) (attached)

- h) New Jersey Business Registration Certificate
- i) Request for Taxpayer Identification Number and Certification (Current W-9 Form/ W8-BENE)
- j) NJCU Supplier Form (attached)
- k) Terms and Conditions (attached)
- l) If applicable, NJ Small Business Enterprise (SBE), Woman Business Enterprise (WBE), and/or Minority Business Enterprise (MBE) Certification(s)
- m) Point of Contact Form (attached)

4.3.2 EXTENSION OF MEMBER PRICING

Extension of Pricing for Member Institutions

Will you extend contract prices to other State Colleges and Universities?

Yes \_\_\_\_\_ No \_\_\_\_\_

New Jersey City University is a member of the New Jersey Higher Purchasing Association (NJHEPA), whose members include the 4 year Public Colleges and Universities, as well as private institutions; the private Universities include: Princeton University, Seton Hall University, Rider University, and Monmouth University.

Will you extend pricing to members of NJHEPA?

Yes \_\_\_\_\_ No \_\_\_\_\_

## 5. DRAFT AGREEMENT

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### AGREEMENT BETWEEN NEW JERSEY CITY UNIVERSITY AND

### CONTRACT NUMBER

THIS AGREEMENT is made by and between the New Jersey City University, a public higher educational institution of the State of New Jersey, having its principal place of business located at 2039 JFK Boulevard, Jersey City, New Jersey 07305

("NJCU") and \_\_\_\_\_ ("RECRUITER") having its principal place of business located at \_\_\_\_\_ NJCU and RECRUITER, collectively, may hereinafter be referred to as the "Parties," as in the parties to this Agreement.

#### RECITALS

- A. NJCU is an accredited post-secondary educational institution, established by the State of New Jersey pursuant to N.J.S.A. 18A:64-1 et seq., to provide higher education to students who are enrolled at NJCU.
- B. NJCU desires the RECRUITER to provide services that include, but are not limited to, promoting NJCU's educational programs and finding suitable prospective students to apply for admission to NJCU in accordance with NJCU policies, procedures, and the terms of this Agreement.
- C. The RECRUITER has agreed to provide such services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, NJCU and the RECRUITER, intending to be bound, do hereby agree as follows:

#### ARTICLE I. DEFINITIONS

##### 1. DEFINITIONS

In this Agreement:

'Academic Programs' means the accredited courses and undergraduate, graduate, and doctoral degree programs offered by NJCU and made available to all enrolled students; and does not include non-credit courses or programs;

'AIRC' means the American International Recruitment Council which is a U.S. based not for profit organization which has developed standards of ethical practice, best practices and a certification program for agencies engaged in recruitment of international students to attend American educational institutions;

"FERPA" means the Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g. and the regulations thereunder;

'Full Time Study' depends upon the particular Academic Program but ordinarily means enrollment in a minimum of twelve (12) credit hours per semester for undergraduate students and nine (9) credits hours per semester for graduate students;

'Graduate Student' means a person who has completed their baccalaureate education and is now pursuing, or intending to pursue, further university studies; "Intensive English Language Program" or "IEL" means the full-time non-credit English language education program at NJCU as approved\* by the U.S. Department of Homeland Security for foreign student visa applicants; Full-Time Study in the IEL Program means attendance at the minimum number of class hours per week as may be required by the U.S. Department of Homeland Security, currently set at 18 clock hours per week.

'IEL Registration Fee' means the US. Dollar amount established by NJCU and paid by each NJCU Student enrolled full-time in the IEL Program, not including any other fees or payments made by the Student to NJCU.

'Law' or 'Laws' means the laws in force in the State of New Jersey and the United States of America, and any other laws applicable to this Agreement, including the governing laws of the nations in which the Recruiter operates;

'Marks' means logos, trademarks, and designs that belong to or are associated with the name of NJCU;

'NJCU Student' means a person who is not a citizen of the United States, who holds a current U.S. student visa and is currently enrolled full-time in the IEL Program or in an Academic Program at NJCU;

'Prospective Student' means a person who resides in a country other than the United States which is within the Territory assigned to the Recruiter, and who intends to enroll, or who has taken any steps towards enrolling, as an NJCU Student;

"Request for Qualifications" or "RFQ" means the NJCU Request for Qualifications #17-006, dated 1/11/17, and all addenda to the RFQ issued by NJCU thereafter;.

"RFQ Response" means the Response submitted by the Recruiter to NJCU RFQ # 17-006; 'Services' means the services described in clause 3 and clause 4 of this Agreement;

'Territory' means the country or regions the Recruiter has been assigned by NJCU as set forth in Schedule 1, wherein the Recruiter is authorized to provide services to Prospective Students and NJCU Students under this Agreement;

'Tuition' means the US dollar amount established by NJCU and paid by each Graduate Student or Undergraduate Student †who is an out-of-state resident, as tuition for full-time enrollment in an Academic Program during one academic semester, or paid by each IEL program student as tuition for enrollment in the IEL program, not including any other fees or payments made by the NJCU Student to NJCU;

'Undergraduate Student' means a person who is enrolled or intending to enroll in an Academic Program to pursue either an associate or a baccalaureate degree.

"Withdrawal Date" is the date established in the NJCU academic calendar for each semester as the final date when an NJCU Student may withdraw from a course with a partial (50%) tuition refund;

\*\* As Of 1/12/2016, NJCU's IEL Program application is pending before the U.S. Department of Homeland Security.

(a) In this Agreement, unless the contrary intention appears:



- (i) headings are for ease of reference only and do not affect the meaning of this agreement;
- (ii) the singular includes the plural and vice versa and words importing a gender include other genders;
- (iii) other grammatical forms of defined words or expressions have corresponding meanings;

## 2. NON-EXCLUSIVE ENGAGEMENT OF THE RECRUITER

NJCU engages the Recruiter to perform Services within the assigned Territory from the Commencement Date and for the Term specified in Schedule 1 and on the terms set out in this Agreement. This is a non-exclusive engagement. NJCU may appoint other recruiters to perform Services in any country or geographical area, including the Territory assigned to this Recruiter. The Recruiter may contract with and provide like services to other U.S. institutions of higher education.

## 3. MAIN SERVICES AND RESPONSIBILITIES OF THE RECRUITER

Under this Agreement, the Recruiter must perform the following Services:

- (a) Promote NJCU and the Academic Programs and Intensive English Language Program, if relevant, within the Territory in compliance with all ethical standards and best practices of AIRC;
- (b) Establish and maintain support staff and offices at foreign locations to recruit and assist in the recruitment of Prospective Students within the Territory who may be qualified to enroll in the NJCU Academic Programs or the Intensive English Language Program (IEP);
- (c) Assist Prospective Students to become NJCU Students, and for that purpose provide all necessary information about NJCU Academic Programs, assist in completing forms or applications which truthfully disclose all requested information about the Prospective Student, and assist in timely submitting these applications to NJCU in accordance with NJCU's policies and procedures;
- (d) Ensure that the testing of Prospective Students in the English language is carried out by qualified persons in accordance with NJCU policy and procedures;
- (e) Participate in training provided by NJCU, and provide reports or information requested by NJCU or required by this Agreement;
- (f) Work with a representative from the Office of the Provost or his/her designee;
- (g) Refrain from making any statement that guarantees or implies to guarantee a Prospective Student will be granted admission to the IEL Program or any NJCU Academic Program;
- (h) Ensure that only signed and completed applications are submitted to NJCU by Prospective Students;
- (i) Take reasonable steps in confirming the accuracy of information provided by and about each Prospective Student and submitted to NJCU in or in support of the Prospective Student's application;

- (j) Protect the confidentiality of NJCU Student records obtained in performance of this Agreement, as required by FERPA. The Recruiter shall not release or disclose NJCU Student records to any third party without the written consent of the Prospective Student or NJCU Student unless disclosure is permitted by FERPA or otherwise required by law;
- (k) Maintain applicable licensing, registration and membership in good standing in AIRC or other trade associations, and immediately notify NJCU in writing of any suspension or termination of the Recruiter's license, registration or membership privileges. The Recruiter agrees to provide copies of any and all written complaints about the Recruiter's provision of services to NJCU promptly.

#### 4. DETAILED SERVICE OBLIGATIONS OF THE RECRUITER

##### 4.1 In performing the Services, the Recruiter must:

- (a) Market and promote NJCU's IEL and Academic Programs with integrity and accuracy and recruit Prospective Students in an honest, ethical and responsible manner within the Territory through various promotional media, including education fairs;
- (b) Distribute, translate, create and use only those promotional materials reviewed and approved by NJCU to inform Prospective Students accurately about NJCU, and the requirements of NJCU's IEL and Academic Programs. When seeking information not available in approved materials, the Recruiter shall request such information through direct communication with the authorized representative of NJCU and/or NJCU campus personnel;
- (c) Assist to uphold the high reputation of NJCU and of the United States international education sector;
- (d) Collect and forward (within 3 days of receipt) all fees and charges payable to NJCU by Prospective Students and/or NJCU Students; provide each Prospective Student and/or NJCU Student with a written receipt for every payment made to or through the Recruiter for Services under this Agreement;
- (e) Ensure that relevant fees made payable to NJCU in US dollars accompany a Prospective Student's application and the Prospective Student's acceptance of offer document;
- (f) Advise every Prospective Student that they are required to provide to NJCU a permanent address and email in their country of origin (other than the Recruiter's address). The Recruiter is required to take reasonable steps in confirming the accuracy of the address information so provided and to provide change of address information to NJCU promptly;
- (g) If a Prospective Student's visa application is refused, advise the Prospective Student that NJCU will refund the Prospective Student's tuition fees and remit said tuition and fees directly to the permanent address provided (not the Recruiter's address), subject to all NJCU policies on tuition refunds;
- (h) Make sure that all necessary evidence and documents accompany a Prospective Student's application and acceptance of offer;
- (i) Provide any offer documents received from NJCU to the Prospective Student within three (3) business days of receiving the offer documents;
- (j) Provide NJCU with market intelligence about the recruitment of Prospective Students;

- (k) Only undertake promotional and marketing activities that are connected to or make reference to NJCU that are expressly authorized by NJCU;
  - (l) Comply with all applicable Laws, rules and regulations pertaining to the rendering of the services;
  - (m) Maintain all licenses required under applicable Law and furnish NJCU with copies of the appropriate license(s);
  - (n) Maintain adequate "Professional Liability Insurance" at its own cost, and furnish such evidence of insurance as the NJCU may reasonably require;
  - (o) Take no action that will result in NJCU's non-compliance with any U.S. laws or regulations or any local or national laws or regulations of the country in which the Recruiter operates.
- 4.2 The Recruiter must give Prospective Students, before they complete an application, information provided to the Recruiter by NJCU about:
- (a) NJCU and its facilities, equipment and learning resources;
  - (b) NJCU's Academic Programs including course content, duration, qualifications and modes of study;
  - (c) Academic Program fees and refund conditions;
  - (d) Living in the United States and the local environment of the relevant campus including information about campus location and costs of living;
  - (e) The minimum level of English language ability, educational qualifications and work experience required for acceptance into Academic Programs;
  - (f) Visa requirements which must be satisfied by the Prospective Student including English language proficiency levels and information on preparatory or bridging courses offered through NJCU, where these are considered necessary.
- 4.3 The Recruiter must inform Prospective Students that:
- (a) Students who come to the United States on a student visa must have a primary purpose of studying and must study on a full time basis;
  - (b) Personal information provided may be made available to Federal and State agencies in compliance with local law;
  - (c) NJCU is required by law to inform the Federal government of any changes to the NJCU Student's enrollment status or other changes of condition which may relate to visa status.
- 4.4 The Recruiter must NOT:
- (a) Engage in any dishonest practices, including suggesting to Prospective Students that they can come to the United States on a student visa with a primary purpose other than full time study;
  - (b) Facilitate applications for any individuals who do not comply with visa requirements;

- (c) Make any representations or offer any guarantees to Prospective Students about whether they will be granted a student visa;
  - (d) Make any representations or offer any guarantees to Prospective Students about the likelihood of awards of financial aid or scholarships;
  - (e) Engage in false or misleading advertising or recruitment practices;
  - (f) Make any false or misleading comparisons with any other education provider or their educational programs;
  - (g) Make any inaccurate claims of association of NJCU with any other education provider;
  - (h) Give inaccurate information to a Prospective Student about acceptance into an IEL or Academic Program for which they applied or into any other NJCU Academic Program;
  - (i) Undertake any advertising or promotional activity about NJCU or our IEL or Academic Program without the prior written consent of NJCU. Advertising or promotional activities will be at the Recruiter's expense unless otherwise agreed to in writing by NJCU in advance;
  - (j) Give inaccurate information to a Prospective Student about the fees and charges payable to NJCU;
  - (k) Charge to, or accept from, any Prospective Student or NJCU Student, any fee, payment or thing of value as consideration for facilitating an application to NJCU or acceptance of an offer from NJCU, unless a written receipt is provided to the NJCU Student or Prospective Student showing the full amount or value of the fee, payment or other consideration;
  - (l) Require Students to pay any portion of scholarship or other financial aid awards to the Recruiter as part of payment for services;
  - (m) When assisting with submission of an application to NJ, permit a Prospective Student to misrepresent any essay, or portion of the application as the Student's own work, which was actually supplied, written or created by the Recruiter or a third person (editing guidance is acceptable);
  - (n) Recruit Prospective Students who are eligible to receive Federal Fund aid under Title IV of the Higher Education Act of 1965; or,
  - (o) Evaluate, scout, or recruit Prospective Students on the basis of athletic ability;
  - (p) Take any action that will result in NJCU's violation of any U.S. laws or regulations or any local or national laws or regulations of the country in which the Recruiter operates.
- 4.5 The Recruiter is NOT authorized or permitted to:
- (a) Commit NJCU to accept any Prospective Student into either IEL or an Academic Program, and must not make representations to the contrary;
  - (b) Use any registered or unregistered trademark or logotype of NJCU without the prior written consent of NJCU.

- 4.6 Notwithstanding anything in the Agreement to the contrary, the Recruiter understands and agrees that it is responsible for the performance of the services in accordance with the terms and conditions of this Agreement. NJCU may look solely to the Recruiter for remedy, redress, liability or indemnification for any failure to so perform, whether caused by itself or its agents, employees, partners or subcontractors, affiliates or representatives, or any person, firm, or corporation directly or indirectly employed or engaged by the Recruiter.
- 4.7 Recruiter agrees to indemnify and hold NJCU harmless against all claims, suits, action, liabilities, losses, damages, cost and expenses (including reasonable attorney's fees, interest and fees) which it may hereafter suffer or pay out by reason of any claims, actions and rights of action in law or equity, valid or invalid, arising out of damage occurring to or injury suffered by any person, persons, or entity caused in whole or in part by the Recruiter, its officers, employees, agents, partners, subcontractors, affiliates or representative, or any person, firm, or corporation directly or indirectly employed or engaged by the Recruiter.

The Recruiter shall pay to NJCU or its representatives, all damages for which NJCU or its representatives shall become liable or otherwise responsible before NJCU or its representatives shall be compelled to pay the same.

In the event of any claim against NJCU under this provision, NJCU will give the Recruiter prompt written notice of any such claim, suit, action, loss, cost or alleged liability. This indemnification clause, and the indemnifications which may otherwise be contained in this Agreement, are in addition to and not in lieu of any other rights or remedies which NJCU may have against the Recruiter and shall not be construed in any way to limit the duties and obligations of the Recruiter contained in this Agreement.

#### 4.8 Mandatory Contract Provisions – State of New Jersey

- (a) **AFFIRMATIVE ACTION:** The Contractor shall not discriminate in employment and agree to abide by all antidiscrimination laws including those contained within N.J.S.A. 10:2-1 thorough N.J.S.A. 10:2-4, inclusive, N.J.S.A. 10:5-1, et seq., and N.J.S.A. 10:5-38 and all rules and regulations issued thereunder.
- (b) **AMERICANS WITH DISABILITIES ACT:** The Contractor shall abide by the provisions of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq.
- (c) **OWNERSHIP DISCLOSURE:** Pursuant to N.J.S.A. 52:25-24.2, contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of the bid submission, the bidder disclosed the names and addresses of all of its owners holding 10% or more of the corporation or partnership's stock or interest during the term of the Contract. The Contractor has the continuing obligation to notify the Division of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed.
- (d) **BIDDER'S WARRANTY:** By submitting a proposal in response to the Agency Request, the bidder warrants and represents that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, 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. The penalty for breach or violation of this provision may result in rescission of the contract award without the State being liable for damages, costs and/or attorney fees or, in the Director's discretion, a deduction from the Contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

- (e) **MACBRIDE PRINCIPLES:** The Contractor shall comply with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:34-12.2.
- (f) **COMPLIANCE WITH NJSA 19:44A-20.13 ET SEQ.** All contractors are required to comply with the "pay to play" disclosure requirements set forth in the statutes. Compliance requires the contractor to submit the Executive Order 134 Certification and Disclosure (DPP134-C & D). In addition, the contractor is under a continuing duty to disclose during the time of the contract all contributions made during the term of the contract covered under the statute. Towards satisfying that duty, the contractor shall submit the Continuing Disclosure of Political Contributions (DPP134- CD) when required under the statute. Failure to comply with any of the requirements of the statute may result in the termination of the contract. All forms and instructions are available on the Division of Purchase and Property web-site: <http://www.state.nj.us/treasury/purchase/forms.htm>.
- (g) **P.L. 2005, C 271.** 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.elect.state.nj.us](http://www.elect.state.nj.us).
- (h) **COMPLIANCE WITH REQUIREMENTS OF NJSA 52:34-13.2.** NJSA 52:34-13.2 requires that all contracts that are "primarily for the performance of services" shall be performed within the United States. This provision is not applicable to this contract because NJCU has determined in writing that the Services cannot be performed in the United States. In the RFQ Response, the Recruiter has disclosed the location by country where services under the contract will be performed;
- (i) **SET-OFF FOR STATE TAXES AND CHILD SUPPORT:** Pursuant to N.J.S.A. 54:49-19, if the Recruiter 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;
- (j) **STANDARDS PROHIBITING CONFLICTS OF INTEREST:** The following prohibitions on vendor activities shall apply to all contracts and purchase agreements made with NJCU:
  - i.) No Contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i of any such officer or employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
  - ii.) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
  - iii.) No Contractor 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 Contractor to, any State officer or employee or special State officer or employee or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any

State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A.52:13D-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 State officer or employee or special State officer or employee upon a finding the present or proposed relationship does not present the potential, actual or appearance, of a conflict of interest.

- iv.) No Contractor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- v.) No Contractor shall cause or influence, or attempt to cause or influence, any State officer or employees 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.
- vi.) The provisions cited in this paragraph shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with the Contractor under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines in the Executive Commission on Ethical Standards may promulgate under the provisions contained herein.

5. DETAILED OBLIGATIONS OF NJCU NJCU must make reasonable effort to:

- (a) Give the Recruiter sufficient information, and training to enable the Recruiter to conduct the Services;
- (b) Monitor the Recruiter's performance, review Recruiter reports, address complaints and provide feedback during the term of this Agreement;
- (c) Promptly communicate changes to NJCU policy and procedures, the IEL, and Academic Programs, academic calendars, and admissions deadlines, and provide updated training and promotional materials;
- (d) Assist the Recruiter to access information about visa requirements and the process of visa application;
- (e) Inform the Recruiter of the legal or regulatory conditions for visa requirements and of any changes to those requirements promptly after becoming aware of any such changes;
- (f) Ensure completed applications are processed promptly; but NJCU is under no obligation to accept any Prospective Students referred by the Recruiter;
- (g) Accurately disclose the contractual relationship between NJCU and the Recruiter on the NJCU website, and in all advertising and promotional materials approved by NJCU for use by the Recruiter in the Territory.

6. CONFIDENTIALITY

- (a) The parties agree that, unless otherwise indicated, all student recruitment information generated in whole or in part or in existence to be used for the purposes of performance of this Agreement (whether written, printed, graphic or electronically recorded materials) is proprietary information or student educational records and is confidential under the New Jersey Open Public Records Act, N.J.S.A. 10A: 1-1 et seq. ("OPRA").

(b) The RECRUITER acknowledges that this agreement when signed by NJCU is a government record under OPRA., which NJCU must disclose and make available to any member of the public promptly upon request;

(c) The RECRUITER shall comply with FERPA and all United States federal, New Jersey State and its country of operation's data use, access, and disclosure and breach notification laws.

## 7. RECRUITER'S FEES

7.1 Subject to the other provisions of this clause 7, NJCU shall pay the Recruiter a fee calculated in accordance with Schedule 1 for each NJCU Student who:

(a) Is recruited by the Recruiter;

(b) Is enrolled fulltime in an Academic Program or in the IEL Program; and,

(c) Has paid the respective Tuition or IEL Registration Fees to NJCU.

7.2 A Recruiter will not be regarded as having recruited an NJCU Student under this Agreement unless;

(a) The Recruiter submits the Prospective Student's application for enrollment and requisite supporting documents in accordance with the campus admission procedures and that application bears the Recruiter's name, in the form of an official stamp or online application code authorized by prior agreement by NJCU; and,

(b) The Recruiter submits an acceptance by the Prospective Student of any Letter of Offer from NJCU offering a place in an Academic Program or in the IEL Program.

7.3 No fee will be payable by NJCU to the Recruiter where the NJCU Student is recruited through NJCU's own programs for recruitment of students within the United States including any distance education course.

7.4 No fee is payable by NJCU to the Recruiter where:

(a) An NJCU Student recruited by the Recruiter enrolls in a fulltime IEL or Academic Program, pays the IEL Registration Fee or Tuition, but withdraws from fulltime status on or before the Withdrawal Date.

(b) An NJCU Student recruited by the Recruiter is accepted by NJCU but is not granted a visa; or,

(c) An NJCU Student recruited by the Recruiter is eligible to receive Title IV program funds under the Higher Education Act of 1965.

7.5 If an NJCU Student makes an application to return to study after a break of at least one semester, the application will be regarded as being made by a new NJCU Student for the purpose of paying a fee to the Recruiter provided such NJCU Student has made the application for reentry by using of the Recruiter's resources. If however, the NJCU Student has made application for reentry to a campus through the registrar, no fee to a recruiter shall be paid.

7.6 No fee is payable by NJCU in relation to a recruited NJCU Student unless the Recruiter has submitted an invoice in relation to the NJCU Student:



- (a) For an amount equal to the fee amount set forth in Schedule 1 for the IEL or Academic Program into which the NJCU Student was accepted;
- (b) Containing the family name and given names of the NJCU Student, and the NJCU Student's permanent address within the Territory;
- (c) Containing the NJCU Student reference number and the IEL or Academic Program enrolled in by the NJCU Student;
- (d) Presented on the Recruiter's letterhead, which shows current address, telephone, fax and email details of the Recruiter;
- (e) With an invoice number or reference; and,
- (f) Containing such other information as NJCU may require.

7.7 After the Withdrawal Date in each semester, NJCU will pay the fees payable to the Recruiter under this clause 7 and calculated as provided on Schedule 1, in respect of each NJCU Student who has paid Tuition for an Academic Programs and has not withdrawn from full-time enrollment. A separate payment shall be made for each semester (2 per academic year), following receipt of the Recruiter's invoice for that semester. In the event that an NJCU Student withdraws prior to completing two semesters, NJCU will only be liable to pay for the semester completed.

7.8 In the event that NJCU recalculates the amount of a fee payment set forth on a Recruiter's invoice based upon any provision above, NJCU shall timely issue a payment of the re-calculated Fee, and a written explanation of the re-calculation. If the Recruiter objects to the amount of the re-calculated Fee, the Recruiter has 90 days from receipt of the Fee payment to submit a written notice of claim to NJCU contesting the re-calculated Fee (see N.J.S.A. 59:13-5) . Claims against NJCU are governed by, and may be limited by, the provisions of the N.J. Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

## 8. TERMINATION UPON NOTICE FROM EITHER PARTY.

If, at any time during the term this Agreement either the University or the Recruiter considers terminating the agreement, they shall give the other party written notice specifying the reasons for considering termination. Following a thirty (30) day discussion/cure period, either party may elect to terminate the Agreement by giving the other party thirty (30) days written notice.

### 8.1 Suspension for Cause

- a) This Agreement may be suspended by NJCU 'for cause' based upon an action by the Recruiter which violates the terms of this Agreement, the Laws, and/or the ethical standards established by AIRC or any other similar trade association in which the Recruiter is a member.
- b) To suspend this Agreement for cause, NJCU must provide written notice of suspension to the Recruiter at least 24 hours before the suspension is to be effective, which notice shall set forth with specificity the cause for suspension. Within 30 days of the effective date of the suspension, the Recruiter may submit a written response to the notice of suspension, and request reinstatement of the Agreement. Within 45 days of the start of the suspension, NJCU shall provide written notice to the Recruiter either 1)

reinstating the Agreement; or 2) continuing the suspension and affording 30 days' notice of termination under para. 8.1.

c) The Recruiter shall perform no Services under this Agreement following the effective date of the suspension without receiving prior written permission from NJCU.

8.2 Following suspension or termination, NJCU shall continue to pay Fees due to the Recruiter under Para. 7 above for Services previously performed under, and in compliance with, this Agreement.

## 9. ASSIGNMENT AND SUBCONTRACTING

9.1 The Recruiter must not assign this Agreement or any right under this agreement without the prior written consent of NJCU (which may be withheld at its discretion).

9.2 The Recruiter shall not assign, transfer, convey sublet or otherwise dispose of its rights, title or interest in this Agreement without the prior written consent of NJCU. The Recruiter may however subcontract the performance of some of its obligations under the Agreement to other persons or entities with the prior written consent of NJCU which may be withheld at NJCU's discretion.

9.3 Notwithstanding any subcontract, the Recruiter remains fully responsible for performing its obligations under this Agreement.

## 10. INDEPENDENT RECRUITER

The Recruiter is retained by NJCU only for those purposes and to the extent set forth in this Agreement, and Recruiter's relation to NJCU shall during the term of this Agreement be that of independent contractor, and not an agent or employee of NJCU. Recruiter shall not be considered as having an employee status or as being entitled to participate in any plan, arrangements, or distributions by NJCU pertaining to or in connection with any qualified pension or retirement plan or providing any other health or welfare plan with similar benefits for regular NJCU employees. Recruiter shall be responsible for the payment of any taxes on any monies received from NJCU.

## 11. NJCU REPRESENTATIVE

The authorized representative of NJCU for the purposes of this Agreement is set out in Item 3 of Schedule 1.

## 12. NOTICES

A notice under this Agreement must be in writing and sent by prepaid airmail, facsimile or electronic mail to the party at the address specified at Item 3 of Schedule 1.

A party, which changes its address, facsimile number or electronic mail address, must give notice of that change to the other party

## 13. ENTIRE AGREEMENT

a) Schedule 1, the RFQ and the RFQ Response are incorporated into this Agreement by reference. If there is any conflict between a clause of this Agreement and a statement included in the RFQ, RFQ Response or Schedule 1, the clause of this Agreement will prevail

- b) This Agreement forms the entire agreement between the parties and supersedes all written or oral, prior or contemporaneous communications between the parties relating to the subject matter of this Agreement.
- c) Counterpart Signatures. This Agreement and Schedule 1 may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

14. REVISIONS OR AMENDMENTS

This Agreement may only be revised, amended or otherwise altered, in a writing, signed by authorized representatives of both parties.

15. GOVERNING LAW & VENUE

- a) This Agreement is governed by and construed in accordance with the laws of the United States of America and the State of New Jersey including the N.J. Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the N.J. Tort Claims Act, N.J.S.A. 59:1-1 Et seq. (the "Acts"). Claims against NJCU and/or the State of New Jersey are limited by the Acts, including the statutes of limitations and the notice of claims procedures set forth therein.
- b) It is understood that NJCU must adhere to all regulations and by laws of the NJCU Board of Trustees and the State of New Jersey in the effectuation of the partnership agreement. Should there be any conflict, the by-laws of the NJCU Board or regulation of the State of New Jersey, USA, shall supersede this agreement.
- c) The parties agree that any suits or litigation arising hereunder shall be venued in the state or federal courts located in the State of New Jersey, United States of America.

INTENDING TO BIND THEMSELVES, the parties, by their duly authorized officers, have executed this Agreement on the dates set forth below.

CONTRACT NUMBER

CONTRACTOR CERTIFICATION

"In addition to acceptance of this contract, I certify that all information provided to NJCU in the RFQ Response, and in Schedule 1, is complete, true and accurate."

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

NEW JERSEY CITY UNIVERSITY

Dr. Sue Henderson, President

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## SCHEDULE 1

Recruiter Name: \_\_\_\_\_

Recruiter Address: \_\_\_\_\_

Contract Number \_\_\_\_\_

Item 1: Commencement Date: \_\_\_\_\_  
Month Day Year

Term: One Year with the option of two additional one year terms

Item 2: Territory

You are authorized to provide services for NJCU under this Agreement within the following county or countries:

This is a non-exclusive Territory and NJCU reserves the right to contract with others for services within this Territory.

Item 3: Fee

- a. The fee will be payable by NJCU to the Recruiter following the Withdrawal Date for each semester, upon receipt of an invoice rendered in accordance with clauses 7.6, 7.7 and 7.8 above.
- b. The fee per NJCU Student will be calculated in US Dollars on the following basis:

I. For Agents Recruiting Students to an Undergraduate or Graduate Program

- a. For NJCU Students admitted to an Undergraduate or Graduate program, 15% commission percentage of the NJCU Student's Tuition for the first two semesters of full-time enrollment in an Academic Program (equivalent to one academic year) plus 5% retention bonus for each subsequent semester of full time enrollment (up to six semesters for Undergraduate Students or two semesters for Graduate Students);

II. For Agents Recruiting Students for the Intensive English Language Program

- a. For NJCU Students enrolled in the Intensive English Language Program (IEL), 20% commission percentage of the NJCU Student's Tuition for the first two semesters of full-time enrollment in an Academic Program, plus any summer semester enrollment (equivalent to one academic year) plus 5% retention bonus for each subsequent semester of full time enrollment in an Academic Program (up to six semesters for Undergraduate Students or two semesters for Graduate Students).

Item 5: Addresses for notices

FOR NJCU:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR VENDOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR CERTIFICATION

“In addition to acceptance of this contract, I certify that all information provided to NJCU is complete, true and accurate.”

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

NEW JERSEY CITY UNIVERSITY

S Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **Appendix A – Required Forms/Certificates**

**STATEMENT OF COMPLIANCE**

1. We, the Undersigned, acting through its authorized officers and intending to be legally bond, agree that this bid proposal shall constitute an offer by the Undersigned to enter into a Contract with the acts and things therein provided, which offer shall be irrevocable for 60 calendar days with additional extension upon consent, from the date of opening hereof and that the University may accept this offer at any time during said period by notifying the Undersigned of the acceptance of said offer.
  
2. We, the Undersigned, a sole proprietor/partnership/corporation created and existing under the laws of the State of \_\_\_\_\_, has its business at

Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

Sign by \_\_\_\_\_  
Proprietor/Principal/President

Attested by \_\_\_\_\_  
Secretary



**PURCHASING DEPARTMENT**  
**AFFIRMATIVE ACTION REQUIREMENTS FOR PROCUREMENT,**  
**PROFESSIONAL OR SERVICE CONTRACTING**

Contractors/Vendors must submit one of the following within seven (7) days of award of contract:

- \_\_\_\_\_ 1. If the Contractor/Vendor has a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs.  
A photo copy of the letter of approval is to be submitted to the public agency.
- \_\_\_\_\_ 2. If the Contractor/Vendor has a Certificate of Employee Information Report.  
  
A photo copy of the Certificate is to be submitted to the public agency.  
The number is:\_\_\_\_\_.
- \_\_\_\_\_ 3. If Contractor/Vendor has none of the above, the public agency is required to provide the Contractor/Vendor with an A.A.302 Affirmative Action Employee Information Report.

NOTE: The Federal Affirmative Action Plan Approval or the Certificate of Affirmative Action Employee Information Report may be requested prior to the signing of the contract.

The Affirmative Action Employee Information Report (A.A.302) is only to be provided to the Contractor/Vendor that will be awarded the contract.

The Public Agency may require the Contractor/Vendor that is to be awarded the contract to submit their Affirmative Action Employee Information Report (marked Public Agency) at the time the signed contract is returned to the Agency.

The appropriate Affirmative Action document should be submitted by the seventh day after the notification of intent to award a contract or the signing of the contract.

If the Contractor/Vendor does not submit the Affirmative Action document within the required time period, the Public Agency may extend the time period to the fourteenth calendar day.

If by the fourteenth calendar day the Contractor/Vendor does not submit the Affirmative Action document, the Public Agency must declare the Contractor/Vendor as being non-responsive and award the contract to the next lowest responder.



**P.L. 1975, C. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**PROCUREMENT, PROFESSIONAL AND 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, sex, affection or sexual orientation. The contract will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affection or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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, sex, affectional or sexual orientation;

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex,

affectional or sexual orientation 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.

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, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



**PURCHASING DEPARTMENT**

**NON-COLLUSION STATEMENT**

DATE: \_\_\_\_\_

New Jersey City University  
Purchasing Department  
2039 Kennedy Boulevard  
Jersey City, New Jersey 07305

This is to certify that the undersigned responder, \_\_\_\_\_, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with proposal submitted to New Jersey City University on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Signature of Responder \_\_\_\_\_

Corporate Seal:

Attest: \_\_\_\_\_  
Secretary

Sworn to and subscribed before this \_\_\_\_\_

day of \_\_\_\_\_ 2015.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED IN ORDER FOR THE RFQ RESPONSE TO BE CONSIDERED.

**NON-COLLUSION STATEMENT**

New Jersey City University requires as a condition precedent to acceptance of RFQ responses, a sworn statement executed by, or on behalf, of the person, firm, association or corporation to whom such contract is to be awarded certifying that such person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. The form for this sworn statement is included in the proposal and must be properly executed in order to have the RFQ response considered.

## INFORMATION AND INSTRUCTIONS

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

#### **Background Information**

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

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

#### **Two-Year Certification Process**

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

**State Agency Instructions:** Prior to the awarding of a contract, the State Agency should first send an e-mail to [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

#### **Instructions for Completing the Form**

**NOTE:** Please refer to pages 3 and 4 “USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117” for guidance when completing the form.

#### **Part 1: BUSINESS ENTITY INFORMATION**

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

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

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

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

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

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

## **Part 2: DISCLOSURE OF CONTRIBUTIONS**

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

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

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

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

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

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

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

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

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

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

## **Part 3: CERTIFICATION**

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

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

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

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

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

**Read the five statements of certification prior to signing.**

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

## Public Law 2005, Chapter 51 and Executive Order 117 (2008)

### State Agency Procedure for Submitting Form(s)

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

### Business Entity Procedure for Submitting Form(s)

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

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

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

### Questions & Information

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

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

### USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **“Business Entity/Vendor”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s civil union partner and any child residing with that person. <sup>1</sup>
- **“Officer”** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

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

**USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117**

- **“Contribution”** is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
  1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
  2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
  3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2



**Division of Purchase and Property**

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

**FOR STATE AGENCY USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

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

**Please check if requesting  
recertification**

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

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

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

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

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

**All Officers of a Corporation or PC**

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

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**All Equity partners of a Partnership**

**All Equity members of a LLC**

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

**IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>**



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

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

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

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

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

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

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
<b>If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.</b>

Remove Contribution

Add a Contribution

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

**Part 3: Certification**

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

I hereby certify as follows:

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

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

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

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

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

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

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

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

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_

**Procedure for Submitting Form(s)**

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

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

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

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

**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: \_\_\_\_\_

**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: \_\_\_\_\_

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

Contractor: \_\_\_\_\_ Waiver Number: \_\_\_\_\_

I hereby certify and say:

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

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

Instructions:

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

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

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

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

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

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

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

Contractor: \_\_\_\_\_  
[Name of Organization or Entity]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>New Jersey City University</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> <b>Other (see instructions) ▶ State Agency</b>	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>3</b> Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.) <b>2039 Kennedy Boulevard</b>	
	<b>6</b> City, state, and ZIP code <b>Jersey City, New Jersey, 07305-1597</b>	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>											
or											
<b>Employer identification number</b>											
2	2		2	8	3	0	8	8	2		

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Eddel Necho</i>	Date ▶ <i>1-1-2015</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/efw9](http://www.irs.gov/efw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)**

(Rev. February 2014)

► For use by individuals. Entities must use Form W-8BEN-E.

OMB No. 1545-1621

Department of the Treasury  
Internal Revenue Service

► Information about Form W-8BEN and its separate instructions is at [www.irs.gov/formw8ben](http://www.irs.gov/formw8ben).

► Give this form to the withholding agent or payer. Do not send to the IRS.

**Do NOT use this form if:**

**Instead, use Form:**

- You are NOT an individual . . . . . W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual . . . . . W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) . . . . . W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States . . . . . 8233 or W-4
- A person acting as an intermediary . . . . . W-8IMY

**Part I Identification of Beneficial Owner (see instructions)**

1 Name of individual who is the beneficial owner		2 Country of citizenship	
3 Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b>			
City or town, state or province. Include postal code where appropriate.			Country
4 Mailing address (if different from above)			
City or town, state or province. Include postal code where appropriate.			Country
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)		6 Foreign tax identifying number (see instructions)	
7 Reference number(s) (see instructions)		8 Date of birth (MM-DD-YYYY) (see instructions)	

**Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)**

9 I certify that the beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article \_\_\_\_\_ of the treaty identified on line 9 above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_

Explain the reasons the beneficial owner meets the terms of the treaty article: \_\_\_\_\_

**Part III Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
  - (a) not effectively connected with the conduct of a trade or business in the United States,
  - (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
  - (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

**Sign Here**



Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer

Capacity in which acting (if form is not signed by beneficial owner)



**SUPPLIER FORM**  
**Purchasing Department**  
**2039 Kennedy Blvd., Hepburn Hall, Room 111**  
**Jersey City, New Jersey 07305-1597**  
**Telephone 201/200-3159 Fax: 201/200-3238**  
**Email [ps@njcu.edu](mailto:ps@njcu.edu)**

**Instructions/Purpose:** In order to comply with various government regulations and to update our supplier information files, please complete and return this form to the Supplier Diversity Program at the address indicated above.

Please type or print clearly:

COMPANY NAME		FED. ID Number
ADDRESS (NUMBER, STREET)		(COUNTY)
CITY	STATE	ZIP
EMAIL ADDRESS		WEB SITE ADDRESS
TELEPHONE NUMBER	TOLL FREE NUMBER	FAX NUMBER
CONTACT PERSON		(TITLE)
NUMBER OF FULL-TIME EMPLOYEES	=	

TYPE OF BUSINESS: (CHECK ALL THAT APPLY)

- Broker  
  Consultant  
  Construction  
  Dealer  
  Distributor  
  Manufacturer  
  Retailer  
  Wholesaler

**ORGANIZATION TYPE**

- Individual/Sole Proprietor  
  Partnership/LLP/LLC  
  Corporation  
  Government Agency  
  Non Profit Organization  
  University/College

**New Jersey City University is committed to meeting the State's effort to ensure equal opportunity for minority and women-owned enterprises. Even though this information is optional, your response will assist us in updating our records.**

**CHECK ALL THAT APPLY**

**MINORITY BUSINESS ENTERPRISE (MBE)**

CLASSIFICATION :

- 1)  African American  
 2)  Hispanic American  
 3)  Asian American  
 4)  Native American  
 5)  Caucasian American Female  
 6)  Multiple Ethnicities  
 7)  Non-Minority  
 8)  Unspecified

**WOMEN BUSINESS ENTERPRISE (WBE)**

**SMALL BUSINESS ENTERPRISE (SBE)**

CATEGORIES: (Businesses That Have No More Than 100 Full Time Employees And Are Incorporated Or Registered To Do Business In New Jersey)

GOODS & SERVICES WITH GROSS ANNUAL REVENUES:

- Category I** – Not exceeding \$500,000  
  **Category II** – Not exceeding \$5,000,000  
  **Category III** – Not exceeding \$12,000,000

CONSTRUCTION SERVICES WITH GROSS ANNUAL REVENUES:

- Category IV** – Not exceeding \$1,000,000  
  **Category V** – Not exceeding revenue standard as set by 13 CFR 121.

- 8A**  
  **HUB ZONE**  
  **VETERAN**  
  **DISABLED VETERAN**  
  **VIETNAM VETERAN**  
  **DISADVANTAGED BUSINESS**

**IS YOUR FIRM CERTIFIED AS AN MBE, WBE, OR SBE with any of the following agencies? (If yes, attach copy of Certificate):**

- NJ COMMERCE, ECONOMIC GROWTH AND TOURISM COMMISSION, OFFICE OF BUSINESS SERVICES**  
 **NJDOT – NJ Department of Transportation**  
 **NJ Transit**  
 **NY/NJ Port Authority**  
 **Other** \_\_\_\_\_

I attest that the information contained herein is true and accurate to the best of my knowledge. I understand that any information willfully falsified or omitted may result in this firm being disbarred from bidding on contracts for a period of up to two years, and liability attendant to civil and criminal penalties. The completion of this form in no way obligates the University or guarantees opportunities to bid or receive orders.

**over**



INFORMATION FURNISHED BY	TITLE
SIGNATURE	DATE
COMPANY NAME	
PRIMARY CUSTOMERS (include any similar in size and type to New Jersey City University)	
NAME	CONTACT NAME & NUMBER
NAME	CONTACT NAME & NUMBER
PRODUCTS AND/OR SERVICES YOUR FIRM PROVIDES (Attach brochures, catalogs, equipment list, or price lists if available. <b>Web site or electronic media only.</b> )	OFFICE USE ONLY
1.	
2.	
3.	
4.	

**DEFINITIONS:**

Utilize the definitions below as a guide in determining the size and status of your business.

*For a more complete description of the following classifications visit the New Jersey Commerce and Economic Growth Commission, Office of Business Services website at [www.state.nj.gov.us/commerce](http://www.state.nj.gov.us/commerce).*

*If your firm is not certified or registered with the Office of Business Services we urge you to do so for additional procurement opportunities.*

A **Small Business** is one which is independently owned and operated, with 100 or fewer employees, and has its principal place of business in New Jersey.

A **Woman-Owned Business** is one which is at least 51% owned by a women who is a U.S. citizen, who makes policy decisions and is actively involved in the day-to-day management of the business.

A **Minority-Owned Business** is one which is 51% owned by a minority who is a U.S. citizen, who makes policy decisions and is actively involved in the day-to-day management of the business (for eligible racial groups see definitions below).

*For a more complete description of the following classifications, visit the Small Business Administration's website at [www.sba.gov](http://www.sba.gov).*

**Historically Underutilized Business Zone (HUBZone)** is one where its principal office is located within a HUBZone (which includes lands on federally recognized Indian reservations); it is owned and controlled by one or more U.S. citizens; and at least 35% of its employees reside in a HUBZone. A HUBZone Small Business must be certified as such by the Small Business Administration.

A **Veteran-Owned Business** and **Service Disabled Veteran-Owned Business** is one which is at least 51% owned and managed by one or more individuals in either of the two categories. This can include publicly owned businesses that have at least 51% of its stock unconditionally owned by one or more of these individuals, and whose management and daily business is controlled by one or more such individuals.

An **8A Owned Business** is a firm owned and operated by socially and economically disadvantaged individuals and eligible to receive federal contracts under the Small Business Administration's 8(a) Business Development Program (for eligible socially disadvantaged individuals see definitions below).

**Minority and Socially disadvantaged means a person who is:**

1. African American, which is a person having origins in any of the African American racial groups in Africa; or
2. Hispanic, which is a person of Spanish or Portuguese culture, with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race; or
3. Asian American, which is a person having origins in any of the original peoples of the Far East, Southeast Asia, Indian Sub-Continent, Hawaii, or the Pacific Islands; or
4. Native American (American Indians or Alaska Native), which is a person having origins in any of the original peoples of North America.

**NEW JERSEY CITY UNIVERSITY  
TERMS AND CONDITIONS**

The following terms and conditions apply to all contract or purchase agreements made with New Jersey City University unless specifically deleted on the University proposal form. Vendors submitting offers to the University must clearly cross out any paragraph they do not agree to meet. Any redaction or change in the University terms and conditions will be factored into the determination of an award of a contract or purchase agreement.

Bidders are notified by this statement that all terms and conditions will become part of any contracts(s) or orders(s) awarded as a request for proposal whether stated in part in summary or by reference. In the event a vendor's terms and conditions conflict with the University, the University terms and conditions shall prevail.

**1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS**

- 1.1. **CORPORATE AUTHORITY** – It is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out the State must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey. Refer to N.J.S. A. Title 14A chapter 13-3
- 1.2. **ANTI-DISCRIMINATION** – All parties to any contract with the New Jersey City University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3. **AFFIRMATIVE ACTION** – All parties to any contract with the New Jersey City University must comply with P.L. 1975, C. 127.
- 1.4. **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** – (P.L.1983. c. 315: N.J.S.A. 34:5A-1 at seq) requires employers to label all containers of hazardous substances by March 1, 1985. By August 29, 1986, employers must label all containers on University premises. Under the terms of the Act, the University is considered employer, therefore, all goods offered for purchase to the University must be labeled in compliance with the provisions of the Act.
- 1.5. **OWNERSHIP DISCLOSURE** – Contracts for any work, goods or services cannot be issued to any firm unless prior to or at the time of bid submission the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interest. Refer to N.J.P.L. 1977, Chapter 33. (N.J.S.A. 52:25-24.2)
- 1.6. **COMPLIANCE-STATE LAWS** – It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties here to shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.7. **COMPLIANCE LAWS** – The vendor must comply with all local, state and federal laws, rules and regulations applicable to the contract and to the work to be done here under.

**2. LIABILITES**

- 2.1. **LIABILITY-COPYRIGHT** – The Contractor shall hold and save New Jersey City University, its officers, agents, students, servants and employees, harmless from liability of any nature of 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 contractor shall assume all risk of and agrees to indemnify, defend, and save harmless the New Jersey City University, its officers, agents, students, servants and employees from and against any and all claims, demands, suits, actions, recoveries, judgment and costs and expenses on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under the contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3. **INSURANCE** – The successful bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. The successful bidder shall provide New Jersey City University with 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 cancelled for any reason except after thirty days written notice to New Jersey City University, Procurement Services Department.

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

1. 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. Coverage for bodily injury and property damage claims arising out of the professional acts of the general contractor and subcontractors shall also be included. 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, three million dollars (\$3,000,000) general aggregate, three million dollars (\$3,000,000) product/completed operations aggregate. A “per project endorsement” shall be included, so that the general aggregate limit applies separately to the project that is the subject of this contract.
2. Comprehensive General Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000.00 combined single limits.
3. Compensation insurance applicable to laws of the State of New Jersey and Employer’s Liability insurance with a limit of not less than \$1,000,000.00.

Upon request, the successful contractor will provide certificates of such insurance to New Jersey City University, Procurement Services Department prior to the start of the contract and periodically during the course of a multi-year contract.

- 2.4. **PROHIBITED INVESTMENT ACTIVITIES IN IRAN** – Pursuant to N.J.S.A. 52:32-55 et seq., a person or entity listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran shall be ineligible to bid on, submit a proposal for, or enter into or renew a contract with a State agency for goods or services.

**3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY CITY UNIVERSITY (Unless Otherwise Specified in Bid Specifications)**

- 3.1. **VENDOR RIGHT TO PROTEST-INTENT TO AWARD** – Within sixty (60) days of a bid opening, the University shall provide to all bidders a copy of a “Notice of Intent to Award a Contract;” and shall notify any nonresponsive/non-responsible bidder of the basis for disqualification, unless, within the sixty (60) day period, the University requests that bidders agree to permit the bids to be held for a longer time period for consideration pending issuance of a “Notice of Intent to Award.”

Any bidder, having submitted a proposal in response to this RFP and finding cause to protest the University’s disqualification of a bid, or notice of intent to award, may make written request to the Director of the Procurement Department setting forth, in detail, the specific grounds for challenging the disqualification of its bid or for challenging the University’s intent to award the Contract, as applicable. The protest shall be filed within five (5) business days following the bidder’s receipt of written notification that its bid is disqualified or of notice of the intent to award, as applicable.

The University shall consider the written record when deciding a bid protest. The written record may include, but is not limited to, the written protest, any written response to the protest submitted by the lowest responsible bidder, the terms, conditions and requirements of the RFP, the proposals submitted in response to the RFP, the evaluation committee report and/or the award recommendation document, pertinent administrative rules, statutes, and case law, and any associated documentation the University deems appropriate. In cases where no in-person presentation is deemed necessary, the University shall afford the protester and other interested parties a fair opportunity to submit written statements and documents supporting the facts and the legal arguments relevant to the bid protest.

The University has the discretion to determine if an in-person presentation is necessary to reach an informed decision on the issues raised by the protester. An in-person presentation is a fact-finding hearing for the benefit of the University. The University has the discretion to permit attendance at an in-person presentation by those parties likely to be affected by the outcome of the protest. The in-person presentation shall be recorded electronically by the University and the electronic recording shall be available for public access as a “government record” under OPRA.

In those instances where the University determines that an in-person presentation is necessary to reach an informed decision on the issues raised by the protester, the University shall provide written notification to the bid protest participants along with the date of the in-person presentation. Any bidder who intends to be represented by an attorney at an in-person presentation must notify the Director of the Procurement Department no later than two days following receipt of notification of the scheduling of an in-person presentation to give the University an opportunity to have counsel from the Attorney General’s Office, Division of Law, attend in person or by telephone. If advance notification is not provided, the University may limit the bidder’s attorney to advising and assisting the bidder by submitting questions to be asked of other participants/witnesses at the discretion of the University’s presiding officer. The in-person presentation will not be rescheduled in this situation. The University reserves the right to waive any immaterial defects in the bid or the bidding process.

Following the close of the record in the bid protest (for determinations based only upon the written record, the record shall be deemed closed at the end of the business day, five days following the bidder receipt of the “Notice of Intent to Award”; for determinations following an in-person presentation the record shall be deemed closed at the close of the in-person presentation unless or as directed by the presiding officer, whichever is later) the University Contracting Officer shall issue a written decision including findings of fact and conclusions and shall provide copies of the bid protest decision to all participants in the bid protest. The bid protest decision is a final decision of the “Contracting agent”, as that term is defined in the State College Contracts Law, N.J.S.A.18A:64-53(b). Notice of award of the Contract following a bid protest decision shall be provided to all bidders, and shall be appealable to the Superior Court of New Jersey, Appellate Division.

- 3.2. **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/her responsibilities under the contract..

In the event that the bidder proposes to subcontract for the services to be performed under the terms of the contract award, a list of said subcontractors and an itemization of the services to be supplied by them must be stated and attached to the bid for approval.

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

- 3.3. **PERFORMANCE GUARANTEE OR BIDDER** – The bidder hereby certifies that: The equipment offered is standard new equipment, as is the manufacturer's latest model in production, with parts regularly used for the type of equipment substituted or applied contrary to manufacturer's recommendations and standard practice.

All equipment supplied to the University and operated by electrical current is UL approved.

All new machines are to guarantee for a period of one year from time of delivery and/or installation and prompt service rendered without charge regardless of geographic location.

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

Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request may originate within a 48 hour period or within the time accepted as industry practice.

The contractor shall immediately replace any material which is rejected for failure to meet the requirements of the University.

All services rendered to the University shall be performed in strict and full accordance with the specifications as agreed to in the contract. A service contract shall not be considered complete until final approval by the University is rendered. Payment to vendors for services rendered may not be made until final University approval is given.

- 3.4. **DELIVERY GUARANTEES** – Deliveries shall be made at the time and in such quantities as ordered in strict accordance with conditions contained in proposal.

The vendor shall be responsible for the delivery of material in first class condition to the University or the purchaser under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with bid specifications.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the specifications, the University may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

- 3.5. **LIQUIDATED DAMAGES** – In the event that the Contractor shall fail to comply with any of the conditions herein provided and as covered by the contract, the Director of Purchasing shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) days. In the event of the failure of the Contractor to remedy the same within this period, the Director of Purchasing may take steps to terminate the contract. In this event, the Director may authorize the services to be performed by any available means, the difference between the actual cost paid and the bid of the defaulting Contractor to be deducted from any monies due the defaulting Contractor.

The Contractor will not be liable for circumstances beyond its control. However, any substantial or continuing failure to fully perform any or all of the services herein agreed to be performed by the Contractor, or any event, regardless of cause, which results in a substantial interruption of service, shall entitle New Jersey City University to terminate this Agreement as for cause. However, any right of termination which will arise from any cause beyond the Contractor's reasonable control, or which the Contractor could not reasonably have anticipated or avoided, may be exercised by New Jersey City University with agreed upon payment of termination charges.

- 3.6. **UNIVERSITY'S RIGHT TO INSPECT BIDDER'S FACILITIES** – The University reserves the right to inspect the bidder's establishment before making an award.
- 3.7. **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.
- 3.8. **CONFIDENTIALITY CLAUSE** – The University and the Contractor agree as part of this award each party shall, and shall cause its personnel, officers, agents, and representatives, to hold and deal with in strict confidence the other party's confidential information. NJCU's confidential information includes all matters relating to its business, including, but not limited to, materials and data that have been disclosed by NJCU to the Contractor and that are not publicly available at the time they are disclosed to Contractor, more specifically, including but not limited to, any and all technical and commercial information, market plans, strategy, personnel data (including, but not limited to census, salary and benefits information), benefits programs, tax filings, any information relating to the drafting of benefit plans, computer programs relating to the above described items, and new products (collectively hereinafter referred to as "Confidential Information").

Contractor's confidential information includes all Contractor's Know-how, Work Product, Deliverables, pricing structures, and other business strategies, and all other matters that the Contractor deems confidential. These confidentiality obligations shall not apply to any information that is now or becomes publicly available other than by a breach of the terms of this Agreement, was known by a party prior to its receipt from the other party, is developed by the recipient independently of any disclosures previously made under this Agreement of such information, or is required to be disclosed by legal process. Except in connection with the performance of services contemplated herein, the Contractor shall not use any trademark or service mark of NJCU or of any parent, subsidiary, or affiliate of NJCU in any published form, literature, or other documents without the express written consent of Client or its affiliates. The Contractor shall not give any press release or press interview on any matter pertaining to NJCU without first obtaining the written consent of NJCU. The Contractor may include NJCU's name on its NJCU list provided to third parties.

The Contractor agrees to hold in trust and confidence all information obtained directly or indirectly in or through the files or records of the University, or disclosed in connection with this Agreement, and to disclose and utilize such information only in connection with and to the extent necessary for the accomplishment of the work required hereunder; provided, however, the Contractor shall not disclose any such information to a third party without the prior written consent of the Contracting Officer or his duly authorized representative.

#### **4. TERM RELATING TO PRICE QUOTATION**

- 4.1. **PRICE FLUCTUATIONS DURING CONTRACT** – All prices quoted shall be firm and not subject to increase during the period of contract.

In the event of a manufacturer's price decrease during the contract period, the University shall receive the full benefit of such price reduction of any undelivered purchase order and on any subsequent order placed during the contract period. The University must be notified in writing of any price reduction with five (5) days of the effective date.

- 4.2. **DELIVERY COSTS** – Unless noted otherwise in the specifications all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipment, the vendors shall assume all liability and responsibility for the delivery of merchandise in good condition to the University of designated purchaser unless otherwise specified.

F.O.B. Destination does not cover "spotting" but does not include delivery on the receiving platform of the University unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipment made at vendors' convenience when a single shipment is ordered. The weights and measures of the University receiving the shipment shall govern.

- 4.3. **COD TERMS** – Unless otherwise stated in the RFP, C.O.D. terms are not acceptable as part of a bid proposal, and are cause for automatic rejection of a bid.
- 4.4. **TAX CHARGES** – New Jersey City University is exempt from N.J. Sales, Use Tax and Local Taxes under N.J.S.A. 54:32B-9(a)(1). As a non-profit institution, the University is exempt from Federal Excise Tax. These taxes must not be included in vendor quotations or invoices.
- 4.5. **PAYMENT TO VENDORS** – Payments for goods and/or services purchased by the University will only be made against the contractor's invoice. The contractor's invoice form in duplicate together with the original Bill of Lading receipt and other related papers must be sent to the consignee on the date of each delivery.

#### **5. CASH DISCOUNTS**

Cash discounts for periods of less than 15 days will not be considered as factors in the award of contracts for purposes of determining the University's compliance with any discount offered.

- 5.1. A discount period shall commence on the day the University receives a properly signed and

executed Contractor's invoice form for products and services that have been duly accepted by the University in accordance with the terms, conditions and specifications of the Contract/Purchase Order. If the invoice is received prior to delivery of the goods and services, the discount period begins with the acceptance of the goods or services.

- 5.2. The date on the check issued by the University in payment of that invoice shall be deemed the date of the University response to that invoice.

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AUTHORIZED SIGNATURE

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NAME

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TITLE

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COMPANY NAME

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DATE





In order to ensure we contact the correct person when issuing information about this RFP please provide the following information:

Point of Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Apt/Suite: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_