

REQUEST FOR PROPOSAL

DESCRIPTION: RECRUITMENT ADVERTISING SERVICES

PROPOSAL NO: P02-027

ADVERTISED: 11/6/01

DUE DATE: 11/20/01

TIME: 2pm

LOCATION: UMDNJ-PURCHASING DEPARTMENT
LIBERTY PLAZA
335 George Street, 2nd Floor
New Brunswick, New Jersey 08901

Important Note: Bidders should check Section 1.3 of this document to verify if attendance at a mandatory event (e.g., pre-bid conference, site visit, etc.) is required for this procurement. Failure to attend a mandatory event will result in the rejection of your proposal.

In accordance with the requirements of this proposal the undersigned offers and agrees, if their proposal is accepted, to furnish any and all services for which the parties are submitted in accordance with the attached conditions as specified in this proposal.

ADDRESS OF BIDDER

SIGNATURE AND TITLE OF
AUTHORIZED INDIVIDUAL

Title

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1.0 Information for Bidders

1.1 Purpose and Intent

The University of Medicine and Dentistry of New Jersey (UMDNJ) is seeking a firm to provide Recruitment Advertising Services to aid in the recruitment of personnel for professional, para-professional and non-professional employment opportunities.

It is the University's intent to maximize its image and to publicize in an efficient and cost-effective manner for future recruitment of employees. The Contractor will provide advertising services in a uniform manner for all units of UMDNJ.

1.2 Background

The University of Medicine and Dentistry of New Jersey (UMDNJ) is the largest health sciences University in the nation. Over the past several years, the University has experienced significant growth. Employment opportunities are possible at UMDNJ on five (5) campuses: Newark, Piscataway, New Brunswick, Camden and Stratford. The University employs approximately 13,000 people University-wide. The University places approximately \$1,000,000 of recruitment advertising annually.

The Human Resources departments are utilizing innovative advertising methods such as the Internet and the New Jersey Job Bank for the purpose of job placements. These state-of-the art methods, as well as the standard tri-state periodicals, play a significant role in the recruitment of qualified external applicants for faculty and staff level positions.

1.3 Key Events

1.3.1 Questions and Inquiries

It is the policy of UMDNJ, Purchasing Services to accept questions and inquiries from all potential Bidders receiving this RFP.

Written questions should be mailed or faxed to UMDNJ, Purchasing Services to the attention of the assigned buyer at the following address:

UMDNJ, PURCHASING SERVICES
335 GEORGE STREET, 2ND FLOOR
NEW BRUNSWICK, NEW JERSEY 08903
ATTN: Daniel Young
(732) 235-9007, Fax (732) 235-9024

1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is **November 16, 2001**

1.3.1.2 Question Protocol

Questions should be submitted in writing to the attention of Daniel Young, UMDNJ, Purchasing Services. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Purchasing Services will accept telephone inquiries related to procedural matters.

1.3.2 Pre-Bid Conference

There will be no pre-bid conference for this RFP.

1.4 Additional Information

1.4.1 Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

1.4.2 Addendum as a part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 Issuing Office

This RFP is issued by UMDNJ, Purchasing Services. The buyer noted in Section 1.3.1 is the sole point of contact between the Bidder and UMDNJ for purpose of this RFP.

1.4.4 Bidder Responsibility

The Bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a Bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the Bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

1.4.5 Cost Liability

UMDNJ assumes no responsibility and bears no liability for costs incurred by Bidders in the preparation and submittal of proposals in response to this RFP.

1.4.6 Contents of Bid Proposal

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a Bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with UMDNJ, Purchasing Services.

1.4.7 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and, if applicable, foreign (out of State) corporation registration must be supplied for each party to joint venture.

2.0 Definitions

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

Addendum – Written clarification or revision to this RFP issued by UMDNJ, Purchasing Services.

Amendment – A change in scope of work to be performed by the Contractor. An amendment is not effective until it is signed by the Vice President for Finance and Treasurer.

Bidder – An individual or business entity submitting a bid in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the Bidder's proposal submitted in response to this RFP and UMDNJ's Notice of Acceptance.

Contractor – The Contractor is the Bidder awarded a contract.

Director – Director, Purchasing Services UMDNJ.

Evaluation Committee – A committee established to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director of Purchasing Services.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking of services that are the subject of this RFP.

Request for Proposal (RFP) – This document, which established the bidding and contract requirements and solicits proposals to meet the purchase needs as identified herein.

Shall or Must – Denoted that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

Subtasks – Detailed activities that comprise the actual performance of a task.

Task – A discrete unit of work to be performed.

UMDNJ-University of Medicine and Dentistry of New Jersey or otherwise referred to as University.

3.0 Scope of Work

3.1. Overview

The Contractor shall work with representatives of the University to develop an advertising campaign to attract highly qualified applicants for the many employment opportunities offered by the University of Medicine and Dentistry of New Jersey.

The Campaign must maintain the uniformity of theme, approach, and general style developed over the past years, and provide an infusion of new ideas.

Because of the variety of geographic locations, programs and personnel requirements, the Contractor must familiarize itself thoroughly with the unique employment opportunities, geography, and demographics of each organization it will be servicing.

The University has a strong commitment to the practice of Affirmative Action/Equal Employment Opportunities. Thus, the Contractor should consider the use of, and recommend publications and journals that targets or focuses on a diversified pool of applicants.

Newspapers and advertising rates change and the University recognizes that the Contractor has no control over the changes. The University may place ads in non-commissionable journals and/or Internet web sites directly to avoid a production charge or commission. All charges for artwork and other services must be firm during the initial contract period and any extensions.

The Contractor will act as the Recruitment Advertising Agency for all units of the UMDNJ, on an as needed basis, in order to provide advertising services for the following locations:

1. Central Administration (All Campuses)
2. University Hospital (Newark)
3. New Jersey Dental School (Newark/Somerdale)
4. Graduate School of Biomed. Science (Newark/Stratford/Piscataway)
5. New Jersey Medical School (Newark)
6. School of Health Related Professionals (Newark/Stratford)
7. University Behavioral Health Center (Newark/New Brunswick)
8. Robert Wood Johnson Medical School
(Piscataway/NewBrunswick/Camden)
9. University Behavioral HealthCare (Piscataway/Newark/Cherry Hill)
10. School of Osteopathic Medicine (Stratford)
11. School of Nursing (Newark/Stratford)
12. School of Public Health (Newark/NewBrunswick/Stratford/Piscataway)
13. Any other facilities included in UMDNJ (Scotch Plains/Plainfield/Atlantic City/Northfield /Newark)

3.2 Tasks

- 3.2.1 The Contractor shall develop an attractive design for UMDNJ advertisements that will include utilizing the UMDNJ logo.
- 3.2.2 The Contractor shall advise UMDNJ of special advertising Health Care, Academic, and Research Sections as they are planned by major newspapers and periodicals. The Contractor shall develop cooperative relationships with Human Resources Management at UMDNJ campuses and act in an advisory capacity as advertising is coordinated and planned for each unit.
- 3.2.3 The Contractor shall audit all advertising placed to ensure correctness of copy, proper position, frequency and size of ads placed.

NOTE: Should discrepancies occur, the Contractor will notify the Project Manager and take immediate corrective action, and obtain appropriate credits.

- 3.2.4 The Contractor shall render such other services as are customarily performed by advertising agencies in connection with advertising campaigns as set forth by the "American Association of Advertising Agencies".
- 3.2.5 The Contractor is required to maintain accounting records and other evidence pertaining to cost incurred on the program and to make the records available to the UMDNJ upon request during the contract period and for three (3) full years from the date of the final payment.
- 3.2.6 The Contractor shall place all advertising in accordance with the schedules developed and the rates quoted in the RFP.

3.3 Project Management

The Project Manager for the UMDNJ will be:
 Allen C. Abramson, Vice President
 Department of Human Resources
 University of Medicine & Dentistry of New Jersey
 Stanley S. Bergen Building
 65 Bergen Street
 Newark, New Jersey 07107

The Project Manager, or his designee, will be the sole point of contact between the UMDNJ and the Contractor.

The Project Manager will be responsible for reviewing and approving deliverables, specifications and reports.

For the purposes of scheduling this project, the Contractor may assume a two (2) day turnaround on any submission requiring review and approval of the Project Manager.

3.4 Communication Equipment

The Contractor must install and maintain, at their expense, communication equipment with each campus of the University of Medicine & Dentistry of New Jersey, via approved facsimile transcribers.

Four fax machines are required (one (1) for each campus Human Resources Office and one (1) for University Hospital/Nurse Recruitment Office); the specific make and model of the fax machine must be approved by the University's Project Manager and Purchasing Department.

3.5 Billing System

The Contractor shall submit billing to the University in accordance with the University's specifications. Billing should be maintained on a departmental level and summarized and remitted on a campus basis. The Project Manager should receive quarterly summaries of amounts spent for advertising on a University-wide basis. The Contractor shall provide an electronic billing system. UMDNJ retains the final review and approval of ads before placement.

3.6 Internet Sites

The Contractor shall develop a package that consists of a flat annual fee with employment web sites for the placement of all UMDNJ vacancies that are posted weekly. As advertisements are placed, the Contractor shall advise departments of the appropriate and most cost-effective web sites to utilize for their hiring needs.

The University reserves the right to directly place internet advertising without utilizing the services of the Contractor.

The internet web sites will be utilized as an additional source for key and/or hard to fill positions, e.g., executive level, administrative, nursing, research and IST.

The web sites should include, but not be limited to the following:

- Monster Board
- Medical Web
- Med Search
- Hospital Web
- New Jersey On Line
- The Science Global Career Network
- Newspapers with employment web sites (NY, NJ and PA)
- Physician Recruit Net
- National Job Network
- National Urban League
- American College of Healthcare

Executive Job Bank (ACHE)
Higher EdJobs.com
Hire Diversity.com
The Hispanic Network (Hispanstar)
Affirmative Action Register
Hispanic Online

4.0 Proposal Preparation and Submission

4.1 General

The Bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The Bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the Bidder to the RFP's requirements could result in a determination that the Bidder's proposal is materially non-responsive. Each Bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each Bidder is cautioned, however that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The Bidder is instructed to clearly identify any requirement of this RFP that the Bidder cannot satisfy.

4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at UMDNJ, Purchasing Services in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. UMDNJ regulation mandates that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name. All of this information is set forth at the top of the RFP cover sheet.

4.3 Number of Bid Proposal Copies

Each Bidder should submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each Bidder should submit five (5) full, complete and exact copies of the original. The copies required are necessary in the evaluation of your bid. It is suggested that the Bidder make and retain a copy of its bid proposal.

4.4 Proposal Content

The proposal should be submitted in one volume and that volume divided into four (4) Sections as follows:

4.4.1 Section 1 – Forms

4.4.1.1 Ownership Disclosure Form

In the event the Bidder is a corporation or partnership, the Bidder must complete the attached Ownership Disclosure Form. A complete Ownership Disclosure Form must be received prior to or accompanying the bid. Failure to do so will preclude the award of the contract.

4.4.1.2 MacBride Principles Certification

The Bidder must complete the attached MacBride Principles Certification N.J.S.A. 52:18A-89.8 and Northern Ireland Act of 1989, evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another Bidder.

4.4.1.3 Affirmative Action

The Bidder must complete the attached Affirmative Action Employees Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the Bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition of entering into a valid and binding contract.

4.4.1.4 Set Aside Contracts

Not applicable to this request

4.4.2 Section 2 – Technical Proposal

In this Section, the Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The Bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract.

The Bidder must demonstrate creative ability and have extensive experience in the Health Care Advertising, Academic and Research Fields. The Bidder shall include sketches of whatever copy it may wish to present, include a detailed list of the publications it would recommend for various positions to be filled, and finally, mention the "Special Interest" publications it might use and under what circumstances it would use them. In addition, the Bidder shall recommend approaches other than traditional classified advertising to maximize the recruitment potential in certain employee categories.

The Bidder must demonstrate the ability to coordinate the consolidation of advertisements University-wide to effectuate cost savings.

In addition, this section of the proposal should contain at least the following information:

4.4.2.1 Management Overview

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince UMDNJ that the Bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. The narrative should convince UMDNJ that the Bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's ability to complete the contract. The Bidder's response to this Section should be designed to convince UMDNJ that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Bidder's proposal will lead to successful contract completion.

4.4.2.2 Contract Management

The Bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the Bidder's approach to communicate with the designated Project Manager including, but not limited to, status meetings, status reports, etc.

4.4.2.3 Contract Schedule

The Bidder should include a contract schedule. If key dates are a part of this RFP, the Bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable items(s) to be submitted as evidence of completion of each task and/or subtask.

The Bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the Bidder.

4.4.2.4 Implementation Plan

It is essential that UMDNJ move forward quickly to have the contract in place. Therefore, the Bidder must include as part of its proposal an implementation plan, beginning with the date of notification of contract award. Such implementation plan should include the following elements:

A detailed timetable for the implementation period.

The timetable should be designed to demonstrate how the Bidder will have the contract up and operational within the period from the date of notification of award.

- (a) The Bidder's plan for the deployment and use of management, supervisory or other key personnel during the implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the Bidder's implementation of the contract within the period specified.

NOTE: The Bidder should clearly identify management, supervisory or other key staff that will be assigned only during the implementation period.

The Bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date and at the end of the implementation period. The Bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract required start date.

The Bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how many subcontractor(s) identified will be involved in the implementation plan.

4.4.2.4.1 Develop and Plan the Overall Advertising Campaign Approach

This task will be partially completed with the preparation of the RFP, since the overall approach will be documented and delivered at that time. Some revision should be expected, however;

NOTE: Bidders must include in their response an outline of their general approach to satisfying the needs of the University as outlined in this invitation. Specifically address such questions as:

- How continuity of theme, etc., will be achieved while implementing new ideas?
- How the Bidder intends to ensure the unique qualities of each location, program, and position will be understood, and that resulting copy will reflect this uniqueness while maintaining the units of the program?
- How the Bidder will coordinate their efforts with those of the various University "Clients", and with the general coordination point: The Project Manager?

- 4.4.2.4.2 An outline that shows procedures for communication between the UMDNJ and the Bidder concerning requests for placement of advertisements.

- 4.4.2.4.3. An outline that shows procedures for approval of Copy.

4.4.2.4.4 An outline that shows procedures for processing, reviewing, and auditing of media billing.

Following approval of the general plans, the Bidder will develop and present its detailed plans to the Project Manager. This task is essentially a "fleshing out" of the general plan. In the proposal, the Bidder will provide a detailed outline of this task to allow for reasonable evaluation judgments to be made.

4.4.2.5 Potential Problems

The Bidder should set forth a summary of any and all problems that the Bidder anticipates during the term of the contract. For each problem identified, the Bidder should provide its proposed solution.

4.4.2 Section 3 – Organizational Support and Experience

The Bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications and capabilities to perform the services required by this RFP.

4.4.3.1 Location

The Bidder should include the location of the Bidder's office that will be responsible for managing the contract. The Bidder should include the telephone number and name of the individual to contact.

4.4.2.4 Organizational Chart (Contract Specific)

The Bidder should include a contract organizational chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.2.5 Resumes

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contract should be given and should demonstrate how the individual's work on the completed contract related to the individual's ability to contribute to successfully providing the services required by this RFP. With respect to each similar contract, the Bidder should include the name and address of each reference together with a person to contact for a reference check and telephone number.

In the event the Bidder must hire or otherwise engage management, supervisory and/or key personnel if awarded the contract; the Bidder should include a recruitment plan for such personnel. Such recruitment plan should demonstrate that the Bidder would be able to initiate and complete the contract within the time frame required by this RFP.

4.4.2.6 Backup Staff

The Bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must clearly be identified as backup staff.

In the event that the Bidder must hire management, supervisory and/or key personnel if awarded the contract, the Bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or must be replaced during the contract term.

4.4.2.7 Organization Chart (Entire Firm)

The Bidder should include an organizational chart showing the Bidder's entire organizational structure. This chart should show the relationship of the individuals assigned the contract to the Bidder's overall organizational structure.

4.4.2.8 Experience of Bidder on Contracts of Similar Size and Scope

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should include and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the Bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.2.9 Financial Capability of the Bidder

The Bidder should provide proof of its financial capabilities to undertake and successfully complete the contract. A certified financial statement for the most recent fiscal year and current bank reference(s) are acceptable.

4.4.2.10 Subcontractor(s)

Should the Bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the Bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

4.4.2.10.2 The Bidder should provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

4.4.2.10.3 The Bidder should provide detailed resumes for each subcontractor's management supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work, which the subcontractor is designated to perform.

4.4.2.10.4 The Bidder should provide documented experience demonstrating that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the Bidder's proposal.

4.4.3 Section 4 – Cost Proposal

The Bidder must submit all requested pricing information. Failure to submit all requested pricing information may result in the Bidder's proposal being considered materially non-responsive. Each Bidder must hold its price(s) firm for a minimum of 120 days following bid opening to permit the completion of the evaluation of proposals received and the contract award process.

The Cost Proposal (Attachment A) is divided into two parts. Cost by Lines, Part I, must be a firm rate for all recruitment advertisements. Rates may be quoted for Additional/Optional Services, Part II, which MAY be required.

Should any rebates result from any contracts between the media and the Agency, the amount of those rebates will be credited to the UMDNJ account. Should any rebate monies be outstanding at the close of the contract period, either by reason of cancellation or termination, then these monies shall be remitted to UMDNJ within thirty (30) days after receipt by the Agency.

Rates, prices, or discounts quoted by the bidder must be held firm for the duration of the contract and any extensions.

Once submitted, there can be NO alterations or modifications to the pricing of the original proposal without UMDNJ approval.

5.0 Contractual Terms and Conditions

5.1 Precedence of Contractual Terms and Conditions

The contract resulting from this procurement shall consist of this RFP (including UMDNJ's Standard Terms and Conditions); any addendum to this RFP, the Contractor's bid proposal and UMDNJ's Contract Term Sheet.

Unless specifically noted within this RFP, UMDNJ's Standard Terms and Conditions take precedence over the Special Terms and Conditions contained in this Section of the RFP. The Standard Terms and Conditions in effect for this procurement can be found at the following Internet address: www.umdj.edu/purchweb

The version of the Standard Terms and Conditions that apply to this procurement is as follows:

- 1) If a mandatory event is conducted as part of this procurement (e.g., mandatory pre-bid conference, mandatory site visit, etc.), the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the mandatory event; or,
- 2) If no mandatory event is conducted as part of this procurement, yet an addendum is issued (e.g., in response to questions from bidders), the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the date of issuance of the addendum; or,
- 3) If no mandatory event is conducted and no addendum is issued for this procurement, the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the bid opening date.

In the event of a conflict between the provisions of this RFP, including UMDNJ's Standard Terms and Conditions and the Special Terms and Conditions contained in this Section, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 Performance Bond

Not applicable to this request

5.3 Foreign (Out of State) Corporations

All foreign corporations receiving a notice of contract award shall be afforded seven (7) days thereafter to register with the State of New Jersey, Division of Revenue, Trenton, New Jersey 08625.

5.4 Contract Term and Extension Option

The contract will be awarded for a minimum of one (1) year, commencing from the date of award, with an option to extend for a second and/or third year. It shall be the decision of UMDNJ to select the bid response (s), which it deems to be in the best interest of the University. Pricing for each optional year is to remain the same as the first year. Such extension may be made by UMDNJ giving notice to the awarded Contractor in writing not less than thirty (30) days prior to the expiration date of the original terms and conditions will remain in effect for the extended period.

5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Director, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and UMDNJ to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than ninety (90) days beyond the

expiration date of the contract or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by UMDNJ.

5.6 Availability of Funds

UMDNJ's obligation to pay the Contractor is contingent upon the availability of appropriate funds from which payment for contract purposes can be made. No legal liability in the part of UMDNJ for payment of any money shall arise unless funds are made available each fiscal year to UMDNJ by the Legislature.

5.7 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the Contractor and the Director.

5.8 Contractor Responsibilities

The Contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contract shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that UMDNJ may have arising out of the Contractor's performance of this contract.

5.9 Substitution of Staff

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor will identify the substitute personnel and the work to be performed.

The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Contractor shall forward a request to substitute staff to UMDNJ, Purchasing Services for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from UMDNJ, Purchasing Services.

5.10 Substitution or Addition of Subcontractor(s)

This section supplements the Standard Terms and Conditions of this RFP.

If it becomes necessary for the Contractor to substitute and/or add a subcontractor, the Contractor will identify the proposed new subcontractor and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge ability and experience relevant to that part of the work, which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar proposed by the Contractor in its bid proposal.

The Contractor shall forward a written request to substitute or add a subcontractor to UMDNJ, Purchasing Services for consideration and approval by the Director of Purchasing Services.

No substitute or additional subcontractors are authorized to begin work until the Contractor has received written approval from the Director.

5.11 Ownership of Material

All data, technical information, materials gathered, oriented, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of UMDNJ and shall be delivered to UMDNJ upon 30 days notice by UMDNJ.

With respect to software computer programs and/or source codes developed for UMDNJ, the work shall be considered "work for hire", i.e./ UMDNJ, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

5.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by UMDNJ to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's

charge or employ, will be considered a violation of this contract and may result in contract termination and the Contractor's suspension or debarment from UMDNJ contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.13 News Releases

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without prior written consent of the Director, Purchasing Services, UMDNJ.

5.14 Advertising

The Contractor shall not use UMDNJ's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director, Purchasing Services, UMDNJ.

5.15 License and Permits

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply UMDNJ, Purchasing Services with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Bidder in its bid proposal.

5.16 Claim and Remedies

5.16.1 Claims

The following shall govern claims made by the Contractor regarding contract award rescission, contract interpretation, Contractor performances and/or suspension or termination.

Final decisions concerning all disputes relating to contract award rescission, contract interpretation Contractor Performance and/or reduction, suspension or termination are to be made in a manner consistent with N.J.A.C. 17:12-1.1, et seq. The Director of Purchasing Services final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

All claims asserted against the State by the Contractor shall be subjected to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

However, any claim against the State relating to a final decision by the Director, Purchasing Services regarding contract award rescission, contract interpretation, Contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A.

59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Director, Purchasing Services was improper.

5.16.2 Remedies

Nothing in the contract shall be construed to be a waiver by UMDNJ of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressed stated in writing executed by the Director, Purchasing Services.

5.17 Late Delivery and Liquidated Damages

Not applicable to this request

5.18 Retainage

Not applicable to this request

5.19 Option to Reduce Scope of Work

UMDNJ has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director, Purchasing Services shall provide advanced written notice to the Contractor.

Upon receipt of such written notice, the Contractor will submit, within five (5) working days to the Director, Purchasing Services, an itemization of the work effort already completed by task or subtasks. The Contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.19 Suspension of Work

UMDNJ, Purchasing Services may, for valid reason, issue a stop order directing the Contractor to suspend work under the contract for a specific time. The Contractor shall be paid until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order, or upon such other date as UMDNJ, Purchasing Services may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Director, Purchasing Services and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.20 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the Contractor shall advise the Director, Purchasing Services in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director, Purchasing Services

and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.21 Additional Work and/or Special Projects

The Contractor shall not begin performing any additional work and/or special projects without first obtaining written approval from UMDNJ, Purchasing Services.

In the event of additional work and/or special projects, the Contractor must present a written proposal to perform the additional work to UMDNJ, Purchasing Services. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the based contract work must be clearly established by the Contractor in its proposal.

The Contractor's written proposal must provide a detailed description of the work to be performed broken down into task and subtask. The proposal should contain details on the level of effort, including hours; labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt of the Contractor's written proposal, it shall be forwarded to the Director, Purchasing Services for written approval.

Complete documentation from the using department, confirming the need for the additional work, must be submitted. Documentation forwarded by UMDNJ, Purchasing Services must include all other required UMDNJ and State approvals.

No additional work and/or special project may commence without the Director, Purchasing Services written approval. In the event the Contractor proceeds with additional work and/or special projects without the Director, Purchasing Services written approval, it shall be at the Contractor's sole risk. UMDNJ shall be under no obligation to pay for work done without the Director, Purchasing Services written approval.

5.22 Form of Compensation and Payment

This section supplements the Standard Terms and Conditions. The Contractor must submit invoices in triplicate to UMDNJ with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the Purchase Order Number and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on

the RFP pricing sheet. The Project Manager, or his designee, must approve all invoices before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.23 Tax Exempt Status

UMDNJ is tax exempt. N.J.S.A. 54:32b-1 et. seq. exempts the material listed in this RFP from New Jersey State Sales or Use Taxes.

5.24 Cancellation Clause

UMDNJ reserves the right to terminate with or without cause, any contract entered into as a result of this proposal provided written notice has been given by the Executive Director of Materials Management to the Contractor at least sixty (60) days prior to such proposed termination date.

6.0 Proposal Evaluation/Contract Award

6.1 Proposal Evaluation Committee

Proposals may be evaluated by an Evaluating Committee composed of members of affected departments together with representative(s) from UMDNJ, Purchasing Services. On occasion, the Evaluation Committee may choose to make use of the expertise of an outside consultant in an advisory role.

6.2 Oral Presentation and/or Clarification of Proposal

A Bidder may be required to give an oral presentation to the Evaluating Committee concerning its bid proposal. The Evaluation Committee may also require a Bidder to submit written responses to questions regarding its proposal.

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

It is within the Evaluation Committee's discretion whether to require a Bidder to give an oral presentation or require a Bidder to submit written responses to questions regarding its proposal. Action by the Evaluating Committee in this regard should not be construed to imply acceptance or rejection of a proposal. UMDNJ, Purchasing Services buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

- 6.3.1 The Bidder's general approaches and plans in meeting the requirements of this RFP.
- 6.3.2 The Bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.
- 6.3.3 The Bidder's documented experience in successfully completing contracts of a similar size and scope of those required by this RFP.
- 6.3.4 The qualifications and experience of the Bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.
- 6.3.5 The Bidder's Cost Proposal

6.4 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible Bidder whose bid, conforming to the invitation for bids, will be most advantageous to UMDNJ, price and other factors considered. Any or all bids may be rejected when UMDNJ, Purchasing Services determines that it is in the public interest to do so.

7.0 Bidder's Data Sheets

Not applicable to this request

8.0 Price Sheet's and Supporting Detail

Bidders are to use Attachment A for Cost Proposal.

Submit pricing as per Section 4.4.4

9.0 Exhibits/Attachments

- 9.1 Insurance Requirements
- 9.2 Non-Collusive Affidavit
- 9.3 Ownership Disclosure Form
- 9.4 Affirmative Action Employee Information Report
- 9.5 MacBride Principle Certification

CONTINUATION SHEET		Invitation No.	Page No.
Item No.	SUPPLIES OR SERVICES		
	<p><u>INSURANCE:</u></p> <p>The Contractor shall assume all responsibility for his actions and those of anyone else working for him while engaged in any activity connected with this contract. The Contractor shall carry sufficient insurance to protect him and UMDNJ from any property damage or bodily injury claims arising out of the contracted work. Evidence of current insurance coverage shall be provided in the form of a Certificate of Insurance, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract. IN ORDER TO PREVENT ANY UNNECESSARY DELAY, BIDDERS MAY SUBMIT EVIDENCE OF REQUIRED INSURANCE WITH THEIR BID PROPOSALS.</p> <p>(1) <u>Workers Compensation Insurance</u> applicable to the laws of the State of New Jersey and Employer’s Liability Insurance as required by applicable State and Federal Law.</p> <p>(2) <u>Comprehensive General Liability Policy</u> as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. <u>The policy shall include and endorsement (broad form), for contractual liability and completed operations and shall include UMDNJ, as an additional insured.</u> Limits of liability shall not be less than \$1,000,000.00 per person and \$3,000,000.00 per occurrence for bodily injury and not less than \$500,000.00 per occurrence for property damage liability.</p> <p>(3) <u>Comprehensive Automobile Liability Policy</u> covering owned, non-owned and hired vehicles with maximum limits of \$100,000.00 per person and \$300,000.00 per occurrence for bodily injury liability and \$250,000.00 per occurrence for property damage liability.</p> <p><u>All required insurance coverage’s must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.</u></p> <p><u>INDEMNIFICATION:</u></p> <p>The agency shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the University of Medicine and Dentistry of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and cost and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body of property of any person or persons whatsoever including UMDNJ, its agents, servants or employees, which shall arise from or result directly or indirectly from the services and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement. This agreement shall be subject to all the provisions of the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et. seq., and all other laws applicable to the parties involved.</p>		
NAME OF BIDDER			

CONTINUATION SHEET	Invitation No.	Page No.
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Item No.	SUPPLIES OR SERVICES
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SPECIAL NOTE:

No contract will be issued to the successful Bidder until such time as the Bidder has supplied UMDNJ with a Certificate of Insurance verifying the above-indicated coverage. The successful Bidder is not authorized to begin service until UMDNJ is in receipt of said certificate.

The Bidder may, if he so desires, include with his bid/proposal the applicable Certificate of Insurance.

The Certificate of Insurance should include the bid/proposal identification number and name of bid/proposal.

Liability insurance must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work.

The Bidder may, if he so desires, list the name of the insurance firm from whom he contemplates purchasing the above insurance and a person to contact at this firm.

NAME OF FIRM AND ADDRESS: _____

NAME OF CONTACT PERSON: _____

TELEPHONE NUMBER (INCLUDE AREA CODE): _____

This job requires payment of prevailing wage rates to all laborers and mechanics employed in fulfilling the requirements hereof.

NAME OF BIDDER

CONTINUATION SHEET	Invitation No.	Page No.
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Item No.	SUPPLIES OR SERVICES
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NON-COLLUSIVE AFFIDAVIT
(Prime Bidder)

STATE OF _____)

COUNTY OF _____)

Deposes and says:

That he is _____ (a partner, or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the University of Medicine and Dentistry of New Jersey of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE OF:
 BIDDER, IF THE BIDDER IS AN INDIVIDUAL
 PARTNER, IF THE BIDDER IS A PARTNERSHIP
 OFFICER, IF THE BIDDER IS A CORPORATION

SUBSCRIBED AND SWORN TO
 BEFORE ME THIS DAY
 OF , 20

My commission expires
 _____, 20

NAME OF BIDDER

	CONTINUATION SHEET	Invitation No.	Page No.																														
Item No.	SUPPLIES OR SERVICES																																
	<u>OWNERSHIP DISCLOSURE FORM</u>																																
	<p>INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If addition space is necessary, provide on an attached sheet.</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align:left;">Name</th> <th style="text-align:left;">Home Address</th> <th style="text-align:left;">Date of Birth</th> <th style="text-align:left;">Office Held</th> <th style="text-align:left;">Ownership Interest</th> </tr> </thead> <tbody> <tr> <td colspan="5">-----</td> </tr> <tr> <td colspan="5">-----</td> </tr> </tbody> </table> <p>INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on any attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to UMDNJ, Purchasing Department in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align:left;">Name</th> <th style="text-align:left;">Home Address</th> <th style="text-align:left;">Date of Birth</th> <th style="text-align:left;">Office Held</th> <th style="text-align:left;">Ownership Interest</th> </tr> </thead> <tbody> <tr> <td colspan="5">-----</td> </tr> <tr> <td colspan="5">-----</td> </tr> </tbody> </table> <p style="text-align:center;">COMPLETE ALL QUESTIONS BELOW</p> <ol style="list-style-type: none"> 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes complete and attach a separate disclosure form reflecting previous ownership interests.) Yes _____ No _____ 2. Has any person listed in this form or its attachments ever been arrested, charged, indicted, plead guilty or been convicted in a criminal or disorderly persons matter by the State of New Jersey, any other Political subdivision state or the U.S. Government? (If yes, attach a detailed explanation for each instance.) Yes _____ No _____ 3. Has any person or entity listed in this form or its attachments ever been excluded suspended, debarred or otherwise declared ineligible by any agency of government from bidding or Contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.) Yes _____ No _____ 4. Are there now any criminal matters, suspension or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.) Yes _____ No _____ 5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attach a detailed explanation for each instance.) Yes _____ No _____ <p>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 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 or any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation, 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 o 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.</p> <p>I, Being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of 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. (Print or Type)</p> <p>Date: _____ Signature _____</p> <p style="margin-left: 300px;">Name _____</p> <p style="margin-left: 300px;">Title _____</p>			Name	Home Address	Date of Birth	Office Held	Ownership Interest	-----					-----					Name	Home Address	Date of Birth	Office Held	Ownership Interest	-----					-----				
Name	Home Address	Date of Birth	Office Held	Ownership Interest																													

Name	Home Address	Date of Birth	Office Held	Ownership Interest																													

NAME OF BIDDER																																	

NOTICE TO ALL BIDDERS
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 for 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.

Dated: _____

Signature of Bidder

Print or Type

Name

Title

AFFIRMATIVE ACTION DOCUMENTATION

Dear Bidder:

As a State Agency, New Jersey State Regulations N.J.A.C. 17:27 requires us to obtain documentation regarding our Bidders "Affirmative Action" status. In order for us to be in compliance and do business with your company for the procurement of goods, and services, it will be necessary for you to provide only one of the following documents with your bid/proposal response.

1. State of New Jersey "Certificate of Employee Information Report Approval".
2. Form AA/302 Affirmative Action Employee Information Report Approval.
3. Federal letter of approval from the Department of Labor.

Please understand the importance of this request. Although you may have already submitted this information, our files must be updated annually with current employment statistics. Your noncompliance of this request may result in suspension of any future business with your company.

Sincerely,

Purchasing Services

Attachment A

Cost Proposal

1. Cost by Lines (cost per line(s):

Up to 100 lines	100-200 Lines	201-300 Lines	301-400 Lines	401-500 Lines	Over 500 Lines
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

2. Additional/Optional Services Price

Alteration(s)..... \$ _____

Artwork..... \$ _____

Border Design

continued use.....\$ _____

one time use.....\$ _____

Box Charge(s) (blind ads) \$ _____

Copywriting (change in verbage).....\$ _____

Overnight Mail (FedEx).....\$ _____

Logo Charge for continued use.....\$ _____

Minimum Revision Charge(s)

draft ads.....\$ _____

typeset ads.....\$ _____

one or more paragraph type revision.....\$ _____

Phone Charge.....\$ _____

Photography (estimates for shooting
sessions)..... \$ _____

Revised Headline

Stats (camera ready art).....\$ _____

Typesetting.....\$ _____

Telecopier (charge for faxing ad(s) to newspapers\$ _____

Additional Stats/Artwork

If standard ad.....\$ _____

Cost per Ad for each internet site\$ _____

The University reserves the right to place Internet advertising without utilizing the services of the Contractor.

Non-Commissionable Publications(cost per ad).....\$ _____

The University reserves the right to place advertising with non-commissionable publications without utilizing the services of the Contractor.

Discounts.....\$ _____

Rebates.....\$ _____