

**RAMAPO COLLEGE OF NEW JERSEY**

**Board of Trustees Meeting**

**November 21, 2016**

**Decision Items:**

**RESOLUTION A: APPROVING BUDGET AND RESOURCES FOR CAPITAL PROJECT: GEORGE T. POTTER LIBRARY RENOVATIONS AND LEARNING CENTER ADDITION INCLUSIVE OF APPROVALS AND AUTHORIZATION OF THE REVISED TENTATIVE BUDGET FOR THE PROJECT, THE ENGAGEMENT OF BOHLIN, CYWINSKI, AND JACKSON FOR ARCHITECTURAL AND ENGINEERING SERVICES, AND THE ENGAGEMENT OF CAMBRIDGE CONSTRUCTION MANAGEMENT FOR PRE-CONSTRUCTION MANAGEMENT/COST ESTIMATOR SERVICES.**

**RESOLUTION B: APPROVING FINANCING AND RESOURCES FOR CAPITAL PROJECT: GEORGE T. POTTER LIBRARY RENOVATIONS AND LEARNING CENTER ADDITION INCLUSIVE OF APPROVALS AND AUTHORIZATION OF A NEW DEBT ISSUANCE OF TAX EXEMPT BONDS, A REFINANCING OF THE 2006I BOND SERIES, A PROVISION GENERATED FROM INSTITUTIONAL FUNDRAISING AND CAPITAL RESERVES, AND THE ENGAGEMENT OF PRAGER & CO. LLC FOR FINANCIAL ADVISORY SERVICES RELATED TO THE DEBT ISSUANCE AND REFINANCING.**

**Background:**

In January 2016, the Board of Trustees approved the College's applications for state funds for the George T. Potter Library Renovations and Learning Center Addition project and therein the Board:

- authorized the undertaking, implementation, and financing of the project in a maximum aggregate amount not to exceed \$52,500,000
- approved the financing of all or any portion of the project through the following sources:
  - Building Our Future Bond Act,
  - Higher Education Capital Improvement Fund Act,
  - Issuance of tax exempt bonds,
  - Drawdown of the College's unrestricted net assets,
  - Commercial loans, and
  - Funds otherwise available to the College.

Since January 2016, the Board has been notified by the state of New Jersey that the College was awarded a \$15 million grant for the project from the New Jersey Higher Education Capital Improvement Fund (CIF). In addition, the Board has twice formally reviewed the College's financial ratios and has also engaged in a retreat to discuss the scope of the project and its financing.

Further, the College was advised in November 2016 by Standard & Poor's that its "A" rating will be maintained despite a downgrade of the state of New Jersey's rating. Lastly, the President's Task Force for the Library/Learning Center project has reviewed the proposals of and met with eight design professional firms for the project. In order to formally advance the project and take advantage of current market conditions, two resolutions have been prepared for the Board's review and approval.

**Resolution A** is attached. It notes the revised tentative budget for the aforementioned project and approves the contract award for architectural and engineering services and the engagement of construction management services. Passage of Resolution A denotes Board approval/authorization of the following:

- the revised tentative budget for the project of \$40 million, with defined funding sources;
- the engagement of Bohlin, Cywinski, and Jackson of Wilkes Barre, PA for architectural and engineering services for the George T. Potter Library Renovations and Learning Center Addition project;
- the engagement of Cambridge Construction Management of Clinton, NJ for pre-construction management/cost estimator services; and
- a reaffirmation of the Board's commitment to renovate the George T. Potter Library and create additional space for a Learning Center.

**Resolution B** is also attached. It notes the financing for the aforementioned project inclusive of approval of a debt issuance of tax exempt bonds, a forward refinancing of existing bonds, the engagement of financial advisory services, and a provision of fundraising and capital reserves. Passage of Resolution B denotes Board approval/authorization of the following:

- a new debt issuance of \$10 million in tax exempt bonds;
- a forward refinancing of the 2006I Bond series to yield approximately \$6.6 million in future cash flow savings, which are expected to offset the costs of the new debt issuance;
- the engagement of Prager & Co. LLC of New York, NY for financial advisory services related to the debt issuance and forward refinancing;
- a provision of \$15 million generated by a combination of institutional fundraising and capital reserves with the express qualification that any drawdown from reserves will require future approval by the Board; and
- a reaffirmation of the Board's commitment to renovate the George T. Potter Library and create additional space for a Learning Center.

In order to maximize the \$15 million CIF grant the College was awarded, the College will supplement those funds with several strategies as follows:

<b>George T. Potter Library Renovations and Learning Center Addition</b>		
<b>Project Budget/Financing</b>		
Grant	\$15,000,000	Funds were awarded in June 2016 by the NJ Educational Facilities Authority via the Higher Education Capital Improvement Fund.
New Debt Issuance	\$10,000,000	<p>The total refundable par amount outstanding on the 2006I Bonds is \$96.3 million. Under current market conditions, a current refunding of all or part of the outstanding 2006I Bonds will result in significant debt service savings.</p> <p>By taking advantage of current market conditions, if tax-exempt bonds are issued to finance a portion of the cost of the Capital Project at the same time that tax-exempt bonds are issued to refinance the 2006I Bonds, total debt service on the new tax-exempt bonds will not significantly exceed current debt service on the 2006I Bonds.</p> <p>In fact, when combined with the future cash flow savings from the Series 2006I Bonds forward refinancing, the net increase in debt service to finance the \$10 million is approximately \$240,000 through maturity in 2036 based on current market rates.</p>
Fundraising/ Reserves	\$15,000,000	The College, in collaboration with the Foundation, has launched a special capital campaign for the project. It is anticipated that a combination of campaign proceeds and a drawdown from reserves will provide \$15 million for the project. Any drawdown from reserves will require future approval by the Board.
<b>Total Project Budget</b>	<b>\$40,000,000</b>	This is a modest and ambitious project budget informed by Holzman Moss Bottino Architecture, the College’s capital planning team and facility condition index, and Cambridge Construction Management.

**Options:**

1. Do not move forward with the debt transactions and renovation/addition project.

Failure to address the problems identified with the George T. Potter Library will exacerbate the building’s poor condition and jeopardize the College’s ability to provide adequate learning and study space. In addition, failure to approve the forward refinancing will not yield the estimated \$6.6 million in future cash flow savings, the College may not be able to maximize the use of the CIF grant to aid in the project, and there would not be sufficient funds available for the Learning Center addition.

2. Approve the project budget and financing as described and advance the project to complete a renovation of the existing George T. Potter Library and an addition of a Learning Center.

**Recommendations:**

1. Reaffirm the Board's commitment to renovate the George T. Potter Library and create additional space for a Learning Center (Resolutions A&B).
2. Approve the revised tentative budget for the project of \$40 million (Resolution A).
3. Approve the engagement of Bohlin, Cywinski, and Jackson as design professionals for architectural and engineering services for the project (Resolution A).
4. Approve the engagement of Cambridge Construction Management for pre-construction management/cost estimator services for the project (Resolution A).
5. Approve the provision of \$15 million generated by a combination of institutional fundraising and capital reserves with the express qualification that any drawdown from reserves will require additional approval by the Board (Resolution B).
6. Approve a forward refinancing of the 2006I Bond series noting the future cash flow savings of that refinancing (approximately \$6.6 million) will assist in offsetting the debt service costs of the new \$10 million debt issuance (Resolution B).
7. Approve the engagement of Prager & Co. LLC for financial advisory services related to the forward refinancing and new debt issuance (Resolution B).

**Benefits:**

As set forth in the January 2016 decision item approved by the Board, renovations of the George T. Potter Library and the addition of a Learning Center will extend and enhance the useful life of the existing Library space, reduce *ad hoc* and costly maintenance expenses, and provide the College with a valuable academic space on campus ideal for learning, study, and assembly. Site improvements will also enhance safety conditions and improve the appearance and utility of the Library and the broader academic complex.

**Attachments:**

1. January 2016 Resolution and Attachments Approving and Authorizing Renovations and an Addition to the George T. Potter Library
2. **Resolution A: Approving Budget and Resources for Capital Project: George T. Potter Library Renovations and Learning Center Addition** inclusive of approvals and authorization of the revised tentative budget for the project, the engagement of Bohlin, Cywinski, and Jackson for architectural and engineering services, and the engagement of Cambridge Construction Management for pre-construction management/cost estimator services
  - a. Bohlin, Cynewski & Jackson Fee Schedule Form
  - b. Project Design Schedule
  - c. Cambridge Preconstruction Services Proposal
  - d. Architectural & Engineering Bid Summaries and Tally
  - e. NJSA 18A:64-6 Powers, duties of boards.
3. **Resolution B: Approving Financing and Resources for Capital Project: George T. Potter Library Renovations and Learning Center Addition** inclusive of approvals and authorization of a new debt issuance of tax exempt bonds, a refinancing of the 2006i bond series, a provision generated from

RAMAPO COLLEGE OF NEW JERSEY

Board of Trustees

April 8, 2015

institutional fundraising and capital reserves, and the engagement of Prager & Co. LLC for financial advisory services related to the debt issuance and refinancing.

- a. Debt Assessment: Debt Capacity Quantitative Metrics
- b. Prager & Co. LLC Agreement
- c. NJSA 18A:64-56 Exceptions.

*bwg/11.18.16*

**RAMAPO COLLEGE OF NEW JERSEY**

**AMENDED 11.21.16**

**RESOLUTION A: APPROVING BUDGET AND RESOURCES FOR THE CAPITAL PROJECT: GEORGE T. POTTER LIBRARY RENOVATIONS AND LEARNING CENTER ADDITION INCLUSIVE OF APPROVALS AND AUTHORIZATION OF THE REVISED TENTATIVE BUDGET FOR THE PROJECT, THE ENGAGEMENT OF BOHLIN, CYWINSKI, AND JACKSON FOR ARCHITECTURAL AND ENGINEERING SERVICES, AND THE ENGAGEMENT OF CAMBRIDGE CONSTRUCTION MANAGEMENT FOR PRE-CONSTRUCTION MANAGEMENT/COST ESTIMATOR SERVICES.**

WHEREAS Ramapo College of New Jersey (the “College”) is moving forward with a Library Renovation and Learning Center Addition Project (the “Capital Project”) to maximize the receipt of a \$15 million New Jersey Higher Education Capital Improvement Fund (“CIF”) grant it received for the Capital Project; and

WHEREAS The College has established a tentative budget of \$40 million for the Capital Project, which consists of the \$15 million CIF grant, incurring \$10 million in a new debt issuance, and a provision of \$15 million to be generated by a combination of institutional fundraising and capital reserves with the express qualification that any drawdown from reserves will require additional approval by the Board; and

WHEREAS Pursuant, in part, to the Board of Trustees’ (the “Board”) January 2016 conceptual approval of the Capital Project; now, therefore, be it

***RESOLVED*** That the Board approves the cost for the Capital Project in the amount of \$40 million (exclusive of financing costs as approved herein) and that any increase in cost will require additional Board approval; and further be it

***RESOLVED*** That the Board approves the unanimous recommendation of the President’s Library/Learning Center Task Force to engage the firm of Bohlin, Cywinski, and Jackson for architectural and engineering services for the Capital Project at a fixed fee of \$758,450 for programmatic and schematic design and a percentage based fee of 7.68% to 8.6% for all other services for design development through project closeout; and further be it

***RESOLVED*** That pursuant to N.J.S.A. 18A:64-56 the Board **authorizes the waiving of public advertising of bids for professional services and/or construction management services** and approves the engagement of Cambridge Construction Management as pre-construction managers/cost estimators in the amount of \$160,012; and further be it

***RESOLVED*** That the Board reaffirms its commitment to the Capital Project and formalizes its support of the Capital Project as a mission-centric and invaluable investment.

**Attachments**

- a. Bohlin, Cynewski & Jackson Fee Schedule Form
- b. Project Design Schedule

- c. Cambridge Preconstruction Services Proposal
- d. Architectural & Engineering Bid Summaries and Tally
- e. NJSA 18A:64-6 Powers, duties of boards.

RAMAPO COLLEGE OF NEW JERSEY  
PROPOSED LIBRARY REHABILITATION AND LEARNING CENTER ADDITION  
RCNJ PROJECT NO. 2015-35-02C

FEE SCHEDULE FORM

Firm Bohlin Cywinski Jackson

Part I Fixed Fee – (Programming and Schematic Design)

Expressed in absolute dollars \$ 758,450

Part II Percentage Based Fee – (All other services for Design Development through Project Closeout)

Expressed as a percentage (out to two decimal places) of construction costs\* estimated by the architects and approved by the College at the completion of Schematic Design.

Up to \$15,000,000	<u>8.60</u> %
\$15,000,001 - \$25,000,000	<u>8.28</u> %
\$25,000,001 - \$40,000,000	<u>7.88</u> %
> \$40,000,001	<u>7.68</u> %

Fees proposed shall include expenses. See Paragraph XXII of the Architect Professional Service Agreement.

William D. Loose, AIA

Print Name

President

Title



Signature

October 13, 2016

Date

\*Defined as the contractor's bid to perform the work of all trades as defined in the contract documents. "Construction cost" shall not include movable equipment and furnishings. However, the architect shall be responsible for interior, tele/data, and CCTV design.



# Bohlin Cywinski Jackson

Peter G. Bohlin, FAIA  
Bernard J. Cywinski, FAIA (1940-2011)  
Jon C. Jackson, FAIA  
Frank W. Grauman, FAIA, LEED AP  
William D. Loose, AIA  
Cornelius J. Reid III, AIA  
Karl A. Backus, FAIA  
Gregory R. Mottola, AIA  
Robert L. Miller, FAIA, LLLD AP  
Raymond S. Calabro, FAIA  
Steven D. Chaitow, AIA, LLLD AP BD+C  
David Murray, AIA

13 October 2016

Ms. Debi Elezovic  
Capital Project Specialist  
Office of Administration and Finance  
Ramapo College  
505 Ramapo Valley Road  
Mahwah, NJ 07430-1623

RE: Bohlin Cywinski Jackson Fee Proposal - REVISED  
RCNJ Project No. 2015-35-02C

Dear Debi:

Bohlin Cywinski Jackson is pleased to present our revised fee schedule for the Ramapo College Library Rehabilitation and Learning Center Addition. These fees are based on our present understanding of your preliminary scope and budget, and include the services as described and required by the Request For Proposal and Architect Professional Services Agreement.

The attached clarifications offer greater detail for your consideration. We, of course, want to confirm the assumptions that were made to provide these fees with you after the project scope is resolved during the programming and schematic design phases, and as the College confirms the scope and potential phasing of the Library Rehabilitation and Learning Center Addition.

Please do not hesitate to contact us if you wish to discuss the scope and fee for our services.

Sincerely,



William D. Loose, AIA  
President  
Encl.

Architecture Planning Interior Design  
Wilkes-Barre/Pittsburgh/Philadelphia/Seattle/San Francisco

8 West Market Street, Suite 1200  
Wilkes-Barre, Pennsylvania 18701-1811  
570.825.8756 [www.bcj.com](http://www.bcj.com)

13 October 2016

## Clarifications

Based on information provided in the Request For Proposal and the Professional Service Agreement – Architect (Project No. 2015-35-02C), Bohlin Cywinski Jackson has the following clarifications relative to the attached Fee Schedule Form:

## Project Design Team

The Part I and Part II scope of services and fees included as part of the Fee Schedule Form include the Architect and the following Consultant Team:

Architecture and Interior Design	Bohlin Cywinski Jackson
Library Consultant	David Michael Pilachowski
Structural Engineering and Building Envelope	CVM Engineers
Mechanical / Electrical / Fire Protection Engineers + Information Technology	Vanderweil
Cost Estimating and Phasing	CVMNEXT
Landscape Architect	To Be Determined with Ramapo College
Civil Engineering	To Be Determined with Ramapo College
Building Code Consultation	R. W. Sullivan Engineering
NJ Dept. of Community Affairs Consultant	To Be Determined with Ramapo College

Other specialty consultants, such as the following, are not included in the Part I and Part II scope of services and fees indicated in this Fee Schedule Form:

- Acoustical Design and Audio Visual Systems Engineering
- Specialty/Custom Lighting Design Consultant
- Signage Consultant (beyond basic building room identification and life safety signage)

## Architecture/General

Establishing the phasing of the project will be included in the Part I and Part II scope of services. The Fee Schedule assumes competitive bidding to General Contractors with one bid package after the completion of the Construction Documents phase. Preparing construction documents as multiple bid packages for alternate, separate or sequential bids, or providing services in connection with bidding, negotiation or construction prior to the completion of the construction documents phase is not included, and would be compensated as Additional Services if requested by the Owner.

Application fees and fees associated with construction and code related permits are not included.

A Rendering during the Schematic design phase and a second during the Construction Documents phase are included within the Fee Schedule per the Professional Service Agreement – Architect. Fund raising and related fund raising graphics, renderings, and models are not included but may be provided as an additional

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service, unless those provided as part of the design process are suitable for the College's use. Similarly, any specific material requested of the Architect to assist in project funding may be provided as an additional service.

Construction Documents shall be 2-D printouts of our 3-D model, which will be developed to a LOD (Level of Detail) 300. The Building Information Model model is created by the Project Design Team as a working file from which the 2-D contract drawings are produced. We will furnish our model to the Owner/Contractor for information only upon the execution of an appropriate release.

## **LEED/Sustainability**

The project will be documented to facilitate LEED Silver certification. Formal application to the US Green Building Council (USGBC) for LEED certification is a discrete activity that requires additional services by the design team and also requires the involvement of others outside the design team. To this end, the Owner will retain the following consultants to perform the tasks indicated, under contracts directly with either the Owner or the Construction Manager / General Contractor.

A Construction Points LEED Documentation Coordinator retained by the Owner or the Construction Manager / General Contractor will be responsible for tracking the status of the documentation required to support the designated LEED construction-related points, prepare LEED templates for construction-related points, review construction-related submittals for format and completeness relative to USGBC LEED documentation requirements, and assemble the final LEED submittals provided by the Construction Manager and its Subcontractors for construction-related points and submit all construction-related points to the USGBC for approval.

In addition a Commissioning Agent retained by the Owner shall be responsible for tracking the status of the documentation required to support the designated LEED commissioning-related points, prepare LEED templates for commissioning-related points, review commissioning-related submittals for format and completeness relative to LEED documentation requirements, and assemble the final LEED submittals for commissioning-related points and submit all commissioning-related points to the USGBC for approval.

All LEED related registration, application, appeal and other fees are to be paid directly by the Owner.

Any studies related to determining the feasibility of achieving Net Zero status may be provided as an additional service.

## **Building Envelope**

The building envelope assessment may require owner or contractor assistance to provide access (high reaches, scaffolding, etc.) and finish removals and replacement to facilitate investigation and evaluation. Similarly, a materials testing lab may need to be engaged to test various materials that makeup

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the building envelope system. The costs for these items are not included in the proposed fee, and it is in the best interest of the College to contract for those services directly as required.

## **MEP&FP**

MEP/FP systems will be designed to be energy efficient and the design will incorporate reasonable sustainable design features consistent the project budget and with the intent upon obtaining LEED Silver certification. Building Energy Modeling is not included in the Fee Schedule Form, but may be provided as an Additional Service.

Other items not in our scope are: Environmental wind analysis or wind tunnel modeling, vibration analysis, commissioning services, rebate analyses & support, MEP&FP systems balancing, and Generator / Boiler exhaust modeling for environmental permitting.

## **Structural Engineering**

No material testing of the existing building structure is anticipated. If deemed necessary, those services will be requested to be obtained directly by the College.

## **IT/Tele/Data/Security**

Services for this scope of work are included within the Fee Schedule in consideration of the budget established by the College. If the College appreciably alters the scope and budget, we may request compensation for Additional Services.

## **Low Voltage Tele/Data Communications**

Services for this scope of work are included within the Fee Schedule in consideration of the budget established by the College. If the College appreciably alters the scope and budget, we may request compensation for Additional Services.

## **Lighting Design**

Basic Building lighting design is included within our Fee Schedule Form. If, during the course of programming and schematic design any spaces are identified that would require the services of a specialty lighting consultant, we would identify those and request, as an additional service, that a lighting designer be retained for those specific spaces.

Bohlin Cywinski Jackson

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### **Landscape Architecture**

We have allowed for fees for landscape architecture services as they directly pertain to the project within our Fee Schedule Form. We have not selected a firm for these services; one will be retained with the involvement of the College.

### **Civil Engineering**

We have allowed for fees for civil engineering services as they directly pertain to the project within our Fee Schedule Form. We have not selected a firm for these services; one will be retained with the involvement of the College.

### **Geotechnical and Surveying**

Geotechnical Engineering and site surveying services will be provided by the College, with the project design team providing a boring location plan to facilitate the procurement of geotechnical services.

# DESIGN SCHEDULE

- KEY**
- PROJECT MEETING WITH RAMAPO COLLEGE
  - CONSTRUCTION MEETINGS
  - PROGRAMMING PHASE
  - SCHEMATIC DESIGN PHASE
  - DESIGN DEVELOPMENT PHASE
  - CONSTRUCTION DOCUMENT PHASE
  - BIDDING & CONSTRUCTION PHASES
  - COST ESTIMATION
  - COST RECONCILIATION





October 27, 2016

Ms. Kirsten DaSilva, CPA  
Vice President Administration & Finance  
Ramapo College of New Jersey  
505 Ramapo Valley Road  
Mahwah, NJ 07430

Re: Ramapo College  
Library Expansion and Renovation  
**Construction Management Services Proposal - Preconstruction**

Dear Kirsten,

Thank you for the opportunity, and pursuant to your request, we have prepared a proposal to provide preconstruction phase construction management services through to the completion of the construction document phase for the renovation and addition to the existing library building.

### **Project Understanding**

The project is a building addition and renovation of the existing library building. We understand the existing 55,000 SF library will undergo a renovation, and will include a new building addition which will be sized based on the approved program and budget.

The College has targeted a 'project' budget in the range of \$30-\$35 million.

### **Schedule**

We have based our proposal on the selected architectural/ engineering firm completing programming, schematic design, design development, and construction documents in 9 months.

### **Scope of Services - Preconstruction**

The following scopes of services are proposed for the preconstruction phase of this project:

1. Project Kickoff Meeting
  - The focus of this early meeting is to outline the project objectives, scope, schedule, phasing, budget, and in particular, identify the responsibilities of all team members.

97 Grayrock Road  
Clinton, NJ 0809  
Phone 908.638.9700  
Fax 908.638.9701  
[cambridgecm.com](http://cambridgecm.com)

This will ensure a 'team' concept for implementation of the project, and all elements of service are provided to avoid duplication of services.

## 2. Project Procedures

- Establish project procedures for the administration of the project.

## 3. Milestone Schedule

- A computerized project milestone schedule will be prepared identifying milestones for design, College approvals, permitting, bid packages, bidding, contract awards, long lead delivery items, major construction activities, phasing operations and Ramapo College occupancy.
- During design, we will monitor the architect/engineer to keep the design phases on schedule. The schedule will be regularly updated.
- A construction milestone schedule including key phasing requirements will be included in the bid documents.

## 4. Project Management Information System

- Implement our web based project management information system (Procure) to track and control costs, invoices, submittals, RFI's, and project correspondence. Costs will be controlled, variances identified early in the design process, focusing on cost savings measures. Designated Ramapo College representatives will have our online web access to all project related information.

## 5. Budget, Cost Estimating and Cost Control

- Preparation of definitive construction cost estimates at the completion of the schematic, design development, and construction document phases so that the College's requirements are met within the established budget.
- Identify scope and cost variances with the approved budget.
- Should estimated costs be at variance with the established budget, Cambridge will make recommendations to bring the project in line with the College's requirements.
- Conduct estimate reconciliation meetings with the architect as required.



6. Design Meetings

- Attend regularly scheduled bi-weekly design review meetings conducted by the architect/engineer, and provide construction and cost input as required.

7. Value Engineering

- Conduct drawing and specification reviews of the design documents, and recommend alternative system and/or material designs if required, in the best interests of the Ramapo College to save money without sacrificing design intent.

8. Constructability Analysis

- Cambridge will complete constructability reviews of construction documents for compliance with the College's requirements and review for potential errors/omissions. This will also assist the architect/engineer in providing a complete bid document set.

9. Site Logistics and Phasing Plan

- A comprehensive site logistics and phasing plan for site access, deliveries, staging, and phasing will be developed focusing on safety and practicality.
- The phasing plan will determine the overall construction duration for the project.
- Provide recommendations for temporary facilities.

10. Approvals /Permits

- Coordinate submittal of construction documents to for DCA Code approval.
- Assist the architect/engineer in obtaining plan review approvals.

**Proposed Team**

We propose to continue with our established Ramapo College construction management team led by myself, firm Vice President and Project Executive. Our team will be supported by our home office technical and administrative staff.

**Compensation Proposal**

Our proposed lump sum fee to provide the services outlined in our proposal is \$ 160,012.

Thank you for your continued confidence in Cambridge Construction Management. We look forward to the opportunity to assist you and Ramapo College with this important assignment, and a favorable response.

Yours truly,

CAMBRIDGE CONSTRUCTION MANAGEMENT, INC.

*s/Daniel P. Connelly*

Daniel P. Connelly  
Vice President of Operations

cc: Gregory Romero, Cambridge Construction Management

**Library Rehabilitation and Learning Commons  
Architectural Presentations  
Comparison of top three candidates**

**First Round - at \$30 million**

		Phase I	Phase II	Total		Up to \$15M	\$15-\$25M	\$25-40M	over \$40m
1	Marvel	950,000	2,700,000	3,650,000		16.00%	12.00%	9.00%	8.00%
2	Bohlin Cywinski Jackson	781,550	2,559,000	3,340,550		9.28%	8.86%	8.53%	8.27%
3	Mitchell Giurgola	676,400	1,920,000	2,596,400		6.60%	6.50%	6.40%	6.30%
		price difference between highest and lowest		1,053,600					

**Best and Final Offer - at \$30 million**

		Phase I	Phase II	Total	Adjustment		Up to \$15M	\$15-\$25M	\$25-40M	over \$40m
1	Marvel	950,000	2,700,000	3,650,000	-	0%	16.00%	12.00%	9.00%	8.00%
2	Bohlin Cywinski Jackson	758,450	2,364,000	3,122,450	218,100	7%	8.60%	8.28%	7.88%	7.68%
3	Mitchell Giurgola	645,000	1,875,000	2,520,000	76,400	3%	6.45%	6.35%	6.25%	6.15%
		price difference between highest and lowest		1,130,000						

**Best and Final Offer - at \$25,100,000**

		Phase I	Phase II	Total		Up to \$15M	\$15-\$25M	\$25-40M	over \$40m
1	Marvel	950,000	2,259,000	3,209,000		16.00%	12.00%	9.00%	8.00%
2	Bohlin Cywinski Jackson	758,450	1,977,880	2,736,330		8.60%	8.28%	7.88%	7.68%
3	Mitchell Giurgola	645,000	1,568,750	2,213,750		6.45%	6.35%	6.25%	6.15%
		price difference between highest and lowest		995,250					

	First	Second	Third		Total Votes		RANK
Bohlin Cywinski Jackson	3	6	4		13		2
Erdy McHenry	-	-	-		-		
Mitchell-Giurgola	-	2	8		10		3
Holtzman Moss Bottino	1	-	1		2		
Marvel	10	4	-		14		1
ikon 5	-	1	-		1		
Sasaki-KSS	1	1	3		5		
NK Architects	-	-	-				

**NJSA 18A:64-6 Powers, duties of boards.**

**18A:64-6. The board of trustees of a State college shall have general supervision over and shall be vested with the conduct of the college. It shall have the power and duty to:**

- a. Adopt and use a corporate seal;
- b. Determine the educational curriculum and program of the college consistent with the programmatic mission of the institution or approved by the Commission on Higher Education;
- c. Determine policies for the organization, administration and development of the college;
- d. Study the educational and financial needs of the college; annually acquaint the Governor and Legislature with the condition of the college; and prepare and present the annual budget to the Governor, the Division of Budget and Accounting in the Department of the Treasury and the Legislature in accordance with law;
- e. Disburse all moneys appropriated to the college by the Legislature and all moneys received from tuition, fees, auxiliary services and other sources;
- f. Direct and control expenditures and transfers of funds appropriated to the college and tuition received by the college, in accordance with the provisions of the State budget and appropriation acts of the Legislature, reporting changes and additions thereto and transfers thereof to the Director of the Division of Budget and Accounting in the State Department of the Treasury and as to funds received from other sources, direct and control expenditures and transfers in accordance with the terms of any applicable trusts, gifts, bequests, or other special provisions. All accounts of the college shall be subject to audit by the State at any time;
- g. In accordance with the provisions of the State budget and appropriation acts of the Legislature, appoint and fix the compensation of a president of the college, who shall be the executive officer of the college and an ex officio member of the board of trustees, without vote, and shall serve at the pleasure of the board of trustees;
- h. Notwithstanding the provisions of Title 11, Civil Service, of the Revised Statutes, upon nomination by the president appoint a treasurer and such deans and other professional members of the academic, administrative and teaching staffs as defined in section 13 of P.L.1986, c.42 (C.18A:64-21.2) as shall be required and fix their compensation and terms of employment in accordance with salary ranges and policies which shall prescribe qualifications for various classifications and shall limit the percentage of the educational staff that may be in any given classification;
- i. Upon nomination by the president, appoint, remove, promote and transfer such other officers, agents or employees as may be required for carrying out the purposes of the college and assign their duties, determine their salaries and prescribe qualifications for all positions, all in accordance with the provisions of Title 11, Civil Service, of the Revised Statutes;
- j. Grant diplomas, certificates and degrees;
- k. Pursuant to the provisions of the "State College Contracts Law," P.L.1986, c.43 (C.18A:64-52 et seq.) enter into contracts and agreements for the purchase of lands, buildings, equipment, materials, supplies and services; enter into contracts and agreements with the State or any of its political subdivisions or with the United States, or with any public body, department or other agency of the State or the United States or with any individual, firm, or corporation, which are deemed necessary or advisable by the board for carrying out the purposes of the college;
- l. If necessary, take and condemn land and other property in the manner provided by the "Eminent Domain Act of 1971," P.L.1971, c.361 (C.20:3-1 et seq.), whenever authorized by law to purchase land or other property;

m. Adopt, after consultation with the president and faculty, bylaws and make and promulgate such rules, regulations and orders, not inconsistent with the provisions of this article, that are necessary and proper for the administration and operation of the college and the carrying out of its purposes;

n. Establish fees for room and board sufficient for the operation, maintenance, and rental of student housing and food service facilities;

o. Fix and determine tuition rates and other fees to be paid by students;

p. Accept from any government or governmental department, agency or other public or private body or from any other source grants or contributions of money or property, which the board may use for or in aid of any of its purposes;

q. Acquire by gift, purchase, condemnation or otherwise, own, lease, dispose of, use and operate property, whether real, personal or mixed, or any interest therein, which is necessary or desirable for college purposes;

r. Employ architects to plan buildings; secure bids for the construction of buildings and for the equipment thereof; make contracts for the construction of buildings and for equipment; and supervise the construction of buildings;

s. Manage and maintain, and provide for the payment of all charges and expenses in respect to all properties utilized by the college;

t. Borrow money for the needs of the college, as deemed requisite by the board, in such amounts, and for such time and upon such terms as may be determined by the board, provided that this borrowing shall not be deemed or construed to create or constitute a debt, liability, or a loan or pledge of the credit, or be payable out of property or funds, other than moneys appropriated for that purpose, of the State;

u. Authorize any new program, educational department or school consistent with the institution's programmatic mission or approved by the commission;

v. (Deleted by amendment, P.L.1994, c.48);

w. Pursuant to the "State College Contracts Law," P.L.1986, c.43 (C.18A:64-52 et seq.), award contracts and agreements for the purchase of goods and services, as distinct from contracts or agreements for the construction of buildings and other improvements, to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State college, price and other factors considered; and

x. Pursuant to the "State College Contracts Law," P.L.1986, c.43 (C.18A:64-52 et seq.), award contracts and agreements for the construction of buildings and other improvements to the lowest responsible bidder, whose bid, conforming to the invitation for bids, will be the most advantageous to the State college.

L.1967, c.271; amended 1969, c.145, s.2; 1972, c.80, s.2; 1986, c.42, s.4; 1992, c.61, s.1; 1994, c.48, s.96; 2005, c.369, s.1.

**RAMAPO COLLEGE OF NEW JERSEY**

**AMENDED 11.21.16**

**RESOLUTION B: APPROVING FINANCING AND RESOURCES FOR CAPITAL PROJECT: GEORGE T. POTTER LIBRARY RENOVATIONS AND LEARNING CENTER ADDITION INCLUSIVE OF APPROVALS AND AUTHORIZATION OF A NEW DEBT ISSUANCE OF TAX EXEMPT BONDS, A REFINANCING OF THE 2006I BOND SERIES, A PROVISION GENERATED FROM INSTITUTIONAL FUNDRAISING AND CAPITAL RESERVES, AND THE ENGAGEMENT OF PRAGER & CO. LLC FOR FINANCIAL ADVISORY SERVICES RELATED TO THE DEBT ISSUANCE AND REFINANCING**

WHEREAS Ramapo College of New Jersey (the “College”) is moving forward with a capital project known as the George T. Potter Library Renovation and Learning Center Addition Project (the “Capital Project”) to maximize the receipt of a \$15 million New Jersey Higher Education Capital Improvement Fund (“CIF”) grant it received for the project; and

WHEREAS The College has established a tentative budget of \$40 million for the project, which consists of the \$15 million CIF grant, incurring \$10 million in new debt (exclusive of costs of issuance), and generating \$15 million through a combination of institutional fundraising and capital reserves; and

WHEREAS The New Jersey Educational Facilities Authority (the “Authority”) issued its Revenue Refunding Bonds, Ramapo College of New Jersey Issue, Series 2006I (the “2006I Bonds”) for the advance refunding of 2001D, 2002H, 2002I, 2002J, 2004E and 2006D; and

WHEREAS The Board of Trustees (“The Board”) has been advised that the 2006I Bonds are callable as of July 1, 2017, and that the 2006I Bonds can be refinanced with tax-exempt debt closed 90 days prior to this date in a “current refunding”, a feature that provides the College with the privilege of redeeming outstanding 2006I Bonds before they reach maturity; and

WHEREAS The Board has been advised that the total refundable par amount outstanding on the 2006I Bonds is \$96.3 million, and that under current market conditions, a current refunding of all or part of the outstanding 2006I Bonds with proceeds of tax-exempt bonds will result in significant debt service savings; and

WHEREAS The Board has been further advised that under current market conditions, if tax-exempt bonds are issued to finance a portion of the cost of the Capital Project at the same time as tax-exempt bonds are issued to refinance the 2006I Bonds, total debt service on the new tax-exempt bonds through the estimated maturity of 2036 will not significantly exceed current debt service on the 2006I Bonds; and

WHEREAS The Board wishes the tax-exempt bonds be issued by the Authority; and

WHEREAS The bonds issued by the Authority will be secured by a lease and agreement between the Authority and the College (the “Agreement”) pursuant to which the College will be obligated to pay rent in an amount sufficient, inter alia, to pay debt service on the bonds issued by the Authority to finance a portion of the costs of the Capital Project and the refunding of all or a portion of the 2006I Bonds; and

WHEREAS Pursuant, in part, to the Board's January 2016 conceptual approval of the Capital Project and the revised tentative budget of \$40 million for the Capital Project; now, therefore, be it

*RESOLVED* That the Board approves the cost for the Capital Project in the amount of \$40 million (exclusive of financing costs as approved herein) and that any increase in cost will require additional Board approval; and further be it

*RESOLVED* That a \$15 million provision to the Capital Project will be generated by a combination of institutional fundraising and capital reserves with the express qualification that any drawdown from reserves will require additional Board approval; and further be it

*RESOLVED* That pursuant to N.J.S.A. 18A:64-56 **the Board authorizes the waiving of the public advertising of bids for professional services, extraordinary unspecifiable services and/or professional consulting services** and approves the engagement of Prager & Co. LLC for a fee of \$34,000 to assist the College with the transaction to currently refund all or a portion of the outstanding 2006I Bonds, and finance a portion of the cost of the Capital Project; and further be it

*RESOLVED* That the Board approves the issuance by the Authority of tax-exempt bonds in the amount of \$10 million to finance a portion of the cost of the Capital Project and authorizes the College to include the costs of issuance; and further be it

*RESOLVED* That the Board approves the current refunding of all or a portion of the 2006I Bonds and authorizes the President and the Vice President for Administration and Finance (the "Designated Officers") to determine: (a) whether all or a portion of the 2006I Bonds are to be refunded; (b) whether the refunding shall be done on a forward basis; and (c) the overall structure of the issuance of the bonds to finance the Capital Project and to effect the current refunding of the 2006I Bonds; provided however, that the structure of the bonds to finance the Capital Project and the current refunding of all or a portion of the 2006I Bonds must be most favorable to the College based on the financial condition and goals of the College and market conditions; and provided further the refunding must result in net present value savings of at least 3% and further be it

*RESOLVED* The Agreement, in substantially the form as prior agreements relating to the 2006I Bonds with such changes, omissions, insertions and revisions as shall be approved by the Authority and the hereinafter Authorized Officers of the College are hereby approved. The Board Chairperson, the Board Treasurer, the Chief of Staff and Board Liaison, the President, and Vice President for Administration and Finance (each an "Authorized Officer") are each hereby authorized and directed to approve, execute and deliver the Agreement and any and all other financing documents and instruments in the name of and on behalf of the Board, in as many counterparts as may be necessary, and to affix or impress the official seal of the College thereon and to attest the same. Such execution and attestation to be conclusive evidence of the approval of the form and content of such Agreement and other documents and instruments necessary to effectuate the Project, the financing of the Project by the Authority and



RAMAPO COLLEGE OF NEW JERSEY

Board of Trustees

April 8, 2015

payment by the College of related costs of issuance. The Authorized Officers are further authorized and directed to do and perform such other acts and to take such other actions as may be necessary or required, or which the Authority may deem to be appropriate to implement the purposes of this resolution to consummate the Project and the financing of the Project and payment of the costs related thereto including, without limitation, the conveyance of additional real property to the Authority; and further be it

*RESOLVED* The Board hereby authorizes and approves the submission of this resolution and other supporting information by the College to the New Jersey State Legislature relating to the financing of the Capital Project; and further be it

*RESOLVED* This resolution is intended to be, and hereby is, a declaration of the College's official intent to reimburse the expenditure of any costs of the Capital Project paid prior to the issuance of the bonds by the Authority and any interim borrowing to be incurred by the College with proceeds of the bonds, in accordance with Treasury Regulations Section 1.150-2; and further be it

*RESOLVED* The maximum principal amount of the bonds, or interim debt of the College, if any, expected to be issued to finance costs of the Capital Project is \$10 million; and further be it

*RESOLVED* That no further approval by the Board is necessary to implement this resolution; and be it further

*RESOLVED* That all resolutions, orders and other actions of the College in conflict with the provisions of this resolution to the extent of such conflict are hereby superseded, repealed or revoked; and further be it

*RESOLVED* That the Board reaffirms its commitment to the Capital Project and formalizes its support of the Capital Project as a mission-centric and invaluable investment.

**Attachments**

- a. Debt Assessment: Debt Capacity Quantitative Metrics
- b. Prager & Co. LLC Agreement
- c. NJSA 18A:64-56 Exceptions.

# Debt Assessment

## DEBT CAPACITY QUANTITATIVE METRICS

	2012	2013	2014	2015	2016
<i>ACTUAL</i>					
<b>Balance Sheet Leverage - Spendable Cash and Investments to Debt (Higher is Better)</b>					
Ramapo College	0.26	0.30	0.25	0.29	0.31
NJ Public Median	0.35	0.40	0.40	0.40	0.40
A2 Public Median	0.58	0.56	0.59	0.50	0.50
<b>Income Statement Leverage - Debt to Revenue (Lower is Better)</b>					
Ramapo College	1.98	1.86	1.76	1.63	1.54
NJ Public Median	1.40	1.15	1.30	1.35	1.35
A2 Public Median	0.84	0.83	0.79	0.76	0.76
<b>Affordability - Debt Service to Operations (Lower is Better)</b>					
Ramapo College	12.19%	12.26%	14.45%	14.06%	11.87%
NJ Public Median	8.50%	8.90%	8.40%	9.15%	9.15%
A2 Public Median	5.60%	5.65%	6.00%	5.82%	5.82%
<b>Coverage - Debt Service Coverage (Higher is Better)</b>					
Ramapo College	1.88	2.01	1.58	1.34	1.46
NJ Public Median	1.95	2.05	1.70	1.60	1.60
A2 Public Median	2.12	2.04	1.94	1.68	1.68

**CONFIDENTIAL**

September 26, 2016

Ms. Kirsten DaSilva, C.P.A.  
Vice President of Administration and Finance  
Ramapo College of New Jersey  
505 Ramapo Valley Road  
Mahwah, New Jersey 07430

Dear Kirsten:

This agreement outlines the terms and fee structure agreed to by Prager & Co., LLC (“Prager”) and Ramapo College of New Jersey (the “College”). Prager has been engaged to serve as the College’s independent registered municipal advisor (“IRMA”) and provide financial advisory services to assist the College with a transaction to refund the College’s Series 2006I Bonds and finance improvements to the College’s library. Prager will provide the College with financial advisory services related to:

**Section I. Services to be Rendered:**

**(A) Transaction-Related Services**

- a. Serving as the College’s IRMA and interacting with members of the College’s underwriting and finance team in such capacity;
- b. Assisting in the selection of one or more underwriters or lenders (if requested);
- c. Coordinating the working group and attending all meetings and conference calls;
- d. Reviewing all documents relating to a debt offering or loan;
- e. Interacting with rating agencies as desired and requested by the College, including the development of presentation materials and coordination of rating agency visits; and
- f. Reviewing and verifying all bond and loan structuring and pricing materials proposed by third parties.

**(B) Non-Covered Services**

The following services are not covered in the scope of work of this proposal, but may be included upon mutual agreement of an appropriate fee structure:

- (i) Debt Capacity Study
- (ii) Liquidity facility negotiation/renewal;
- (iii) Swap/derivative document negotiation and execution;
- (iv) Post issuance and continuing disclosure compliance;

- (v) Policy authoring; and
- (vi) Central bank analysis/services.

**(C) Exclusions**

Investment banking activities not immediately related to debt management will not be included in this engagement. Examples of these services include:

- (i) Performing remarketing agent functions;
- (ii) Serving as disclosure agent;
- (iii) Authoring fairness opinions; and
- (iv) Providing Mergers and Acquisitions advice and assistance.

**Section 2. Fees**

- a. Regarding Section 1 (A) we propose a fee of \$34,000.
  - i. These fees are to be paid at the closing of the bond transaction.
- b. The scope of services proposed herein is intended to address the matters set forth herein; and, should the College request services not included in the scope of this proposal, the fee for such services will be negotiated at that time and will be dependent upon the complexity of the project and work required.
- c. Prager would propose that normal and customary expenses, including but not limited to air travel, lodging, meals, and car rental are to be reimbursed by the College to Prager. Extraordinary expenses are to be mutually agreed upon in advance. Prager will provide supporting information and receipts as requested. These expenses will be capped at \$2,500, unless otherwise approved by the College, and billed at cost.
- d. Be advised that a potential conflict of interest exists when a financial advisor's compensation is contingent upon the closing of a transaction or the size of a transaction because it may cause a financial advisor to recommend a transaction that is unnecessary or larger than is necessary.

**Section 3. Term & Early Termination**

This agreement is deemed effective as of September 26, 2016. Unless extended by the parties, this agreement expires at the completion of the transaction, expected by April 30, 2017. Either party may terminate this agreement by written notice delivered to the other at least sixty days prior to the desired date of termination.

**Section 4. Miscellaneous**

- a. Pursuant to MSRB Rule G-42, as your Independent Registered Municipal Advisor, we serve Ramapo College in a fiduciary capacity. We accept these responsibilities and intend to carry out and uphold our fiduciary duties with the highest degree of professionalism. Further, there are no material conflicts of interest known to Prager in connection with the Scope of Services under this Agreement.
- b. Prager's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=867-00469>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD. Information provided by Prager on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, For purposes of accessing such BrokerCheck reports, Prager's CRD number is 21567.
- c. This Agreement will be governed by the laws of the State of New Jersey and will supersede and replace any and all earlier understandings, written or oral. It may be amended only by a writing signed by both parties.
- d. Prager, as a Municipal Advisor, may represent other clients whose interest may differ from yours related to the timing of accessing the public markets. Prager endeavors to avoid competition among its clients so that each client achieves the best possible outcome. Prager is also a broker dealer who may engage in a variety of security-related transactions that could pit the interests of one client against the interests of another. Prager endeavors to avoid any such conflicts.
- e. Except for information in the public domain (other than by reason of a breach of this covenant by Prager), Prager will treat any information identified as confidential and provided to it by Ramapo as confidential client information and accord such information the same degree of security and protection as it affords its own internal business information and will not release such information to any third party without the prior consent of Ramapo except under legal compulsion.
- f. Prager makes no warranty, express or implied, of any nature whatsoever as to any information or analysis supplied hereunder and does not guarantee satisfactory results. In no event may Prager be held liable for any special or consequential damages that may be incurred in using the data provided. Prager's liability hereunder is limited to damages directly caused by Prager's breach of its

# PRAGER & CO., LLC

INVESTMENT BANKERS

September 26, 2016

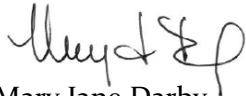
Page 4

fiduciary duties or by Prager's willful misconduct or gross negligence and may not exceed the fees paid to Prager with respect to the matter in question.

We are eager to work with Ramapo College and welcome the opportunity to discuss any aspects of this agreement with you.

If the terms of this proposal satisfy your objectives, kindly sign where indicated below and return a signed copy to me and this letter will constitute the agreement between Ramapo College and Prager.

Very truly yours,



Mary Jane Darby  
Managing Director  
**PRAGER & CO., LLC**

ACCEPTED AND AGREED  
RAMAPO COLLEGE

\_\_\_\_\_  
Ms. Kirsten DaSilva, C.P.A.

\_\_\_\_\_  
Date

**NJSA18A:64-56 Exceptions.**

**5. Any purchase, contract or agreement of the character described in section 4 of P.L.1986, c.43 (C.18A:64-55) may be made, negotiated or awarded by the State college by resolution at a public meeting of its board of trustees without public advertising for bids or bidding therefor if:**

a. The subject matter thereof consists of:

(1) Professional services; or

(2) Extraordinary unspecifiable services and products which cannot reasonably be described by written specifications, subject, however, to procedures consistent with open public bidding whenever possible; or

(3) Materials or supplies which are not available from more than one potential bidder, including without limitation materials or supplies which are patented or copyrighted; or

(4) The doing of any work by employees of the State college; or

(5) The printing of all legal notices and legal briefs, records and appendices to be used in any legal proceeding to which the State college may be a party and the use of electronic data or media services, including the internet, for the printing of these legal notices and legal briefs, records and appendices; or

(6) Textbooks, copyrighted materials, student produced publications and services incidental thereto, library materials including without limitation books, periodicals, newspapers, documents, pamphlets, photographs, reproductions, microfilms, pictorial or graphic works, musical scores, maps, charts, globes, sound recordings, slides, films, filmstrips, video and magnetic tapes, other printed or published matter and audiovisual and other materials of a similar nature, necessary binding or rebinding of library materials and specialized library services, including electronic databases and digital formats; or

(7) Food supplies and services, including food supplies and management contracts for student centers, dining rooms and cafeterias; or

(8) The supplying of any product or the rendering of any service by the public utility which is subject to the jurisdiction of the Board of Public Utilities, in accordance with tariffs and schedules of charges made, charged and exacted, filed with that board; or

(9) Equipment repair service if in the nature of an extraordinary unspecifiable service and necessary parts furnished in connection with the services; or

(10) Specialized machinery or equipment of a technical nature which will not reasonably permit the drawing of specifications, and the procurement thereof without advertising is in the public interest; or

(11) Insurance, including the purchase of insurance coverage and consulting services, which exceptions shall be in accordance with the requirements for extraordinary unspecifiable services; or

(12) Publishing of legal notices in newspapers as required by law and the use of electronic data or media services, including the internet, for the publication of the legal notices; or

(13) The acquisition of artifacts or other items of unique intrinsic, artistic or historic character; or

(14) The collection of amounts due on student loans, including without limitation loans guaranteed by or made with funds of the United States of America, and amounts due on other financial obligations to the State college, including but not limited to, the amounts due on tuition and fees and room and board; or

- (15) Professional consulting services; or
- (16) Entertainment, including without limitation theatrical presentations, band and other concerts, movies and other audiovisual productions; or
- (17) Contracts employing funds created by student activities fees charged to students or otherwise raised by students and expended by student organizations; or
- (18) Printing, including without limitation catalogs, yearbooks and course announcements and the production and reproduction of such material in electronic and digital formats, including compact discs; or
- (19) Information technology; or
- (20) Personnel recruitment and advertising, including without limitation advertising seeking student enrollment; or
- (21) Educational supplies, books, articles of clothing and other miscellaneous articles purchased by a State college for resale to college students and employees; or
- (22) Purchase or rental of graduation caps and gowns and award certificates or plaques; or
- (23) Items available from vendors at costs below State contract pricing for the same product or service, which meets or exceeds the State contract terms or conditions; or
- (24) Management contracts for bookstores, performing arts centers, residence halls, parking facilities and building operations; or
- (25) Consulting services involving information technology, curricular or programmatic review, fund raising, transportation, safety or security; or
- (26) Construction management services for construction, alteration or repair of any building or improvement; or
- (27) Purchase or rental of equipment of a technical nature when the procurement thereof without advertising is necessary in order to assure standardization of equipment and interchangeability of parts in the public interest.

b. It is to be made or entered into with the United States of America, the State of New Jersey, a county or municipality or any board, body, or officer, agency or authority or any other state or subdivision thereof.

c. The State college has advertised for bids pursuant to section 4 of P.L.1986, c.43 (C.18A:64-55) on two occasions and (i) has received no bids on both occasions in response to its advertisement, or (ii) has rejected the bids on two occasions because the State college has determined that they are not reasonable as to price, on the basis of cost estimates prepared for or by the State college prior to the advertising therefor, or have not been independently arrived at in open competition, or (iii) on one occasion no bids were received pursuant to (i) and on one occasion all bids were rejected pursuant to (ii), in whatever sequence; any contract or agreement may then be negotiated by a two-thirds affirmative vote of the authorized membership of the board of trustees authorizing the contract or agreement; provided that:

(1) A reasonable effort is just made by the contracting agent to determine that the same or equivalent materials or supplies at a cost which is lower than the negotiated price are not available from any agency or authority of the United States, the State of New Jersey or of the county in which the State college is located, or any municipality in close proximity to the State college;



(2) The terms, conditions, restrictions and specifications set forth in the negotiated contract or agreement are not substantially different from those which were the subject of competitive bidding pursuant to section 4 of this article; and

(3) Any minor amendment or modification of any of the terms, conditions, restrictions and specifications, which were the subject of competitive bidding pursuant to section 4 of P.L.1986, c.43 (C.18A:64-55), shall be stated in the resolution awarding the contract or agreement; except that if on the second occasion the bids received are rejected as unreasonable as to price, the State college shall notify each responsible bidder submitting bids on the second occasion of its intention to negotiate and afford each bidder a reasonable opportunity to negotiate, but the State college shall not award the contract or agreement unless the negotiated price is lower than the lowest rejected bid price submitted on the second occasion by a responsible bidder, is the lowest negotiated price offered by any reasonable vendor, and is a reasonable price for the work, materials, supplies or services. Whenever a State college shall determine that a bid was not arrived at independently in open competition pursuant to subsection c. (ii) of this section, it shall thereupon notify the Attorney General of the facts upon which its determination is based and, when appropriate, it may institute appropriate proceedings in any State or federal court of competent jurisdiction for a violation of any State or federal antitrust law or laws relating to the unlawful restraint of trade.

L.1986,c.43,s.5; amended 1994, c.48, s.111; 2005, c.369, s.5.