



# NJCU

NEW JERSEY CITY UNIVERSITY



## **Request for Proposals Uniform Rental and Laundering Services RFP #17-001**

**Issuance Date: 1/31/2017**

**Bid Opening: 2/23/2017**

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# 1. INFORMATION FOR BIDDERS

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## 1.1 BACKGROUND

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

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

## 1.2 PURPOSE AND INTENT

Pursuant to N.J.S.A. 18A:64-54, New Jersey City University (“NJCU” or the “University”) is issuing this document, a Request for Proposals (“RFP”) for UNIFORM RENTAL AND LAUNDERING SERVICES from qualified firms to provide rentals for uniforms, carpeted logo entrance mats and laundering services.

The intent of this RFP is to award a contract to responsible bidder, whose bid, conforming to this RFP, is most advantageous to NJCU, price and other factors considered. Should additional work be required that falls under the subject of the awarded contract during the contract term the University reserves the right to separately procure the individual requirements and subsequently requesting the vendor to submit a written proposal and upon approval, a purchase order will be issued to authorize the work.

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

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

### 1.2.1 CONTRACT TERMS

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

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

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

### 1.2.2 SUPPLIER DIVERSITY

New Jersey City University recognizes the importance of supplier diversity in its procurement practices. The University has a diverse student, staff and faculty population. In conjunction with the University's overall commitment to diversity and inclusion, the University is committed to contracting with qualified suppliers from all parts of the business community in procuring needed goods and services. By encouraging the participation of Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), collectively

SMWBEs, in the procurement process, the University strengthens contracting opportunities for SMWBEs, while at the same time providing a value added strategy that increases competition to ensure that the University's funds are maximized.

### 1.3 SOLICITATION SCHEDULE

EVENT	DATE
RFP Issued	January 31, 2017
Questions Due from Bidders	February 9, 2017
NJCU Response to Bidders with advertised Addendum #1	February 16, 2017
Bid Proposals Due	February 23, 2017, by 2:00pm

#### 1.3.1 QUESTION AND ANSWER PERIOD

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

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

**No telephone calls will be permitted.**

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

#### 1.3.2 SUBMISSION OF BID PROPOSAL

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

envelope. The date and time is indicated on the cover sheet. To respond to this proposal, vendors should:

Submit one (1) hard copy marked original, three (3) additional hard copies, and one (1) digital copy on either CD or flash drive of its proposal in accordance with the bid submission deadline contained herein, which must be received no later than **2:00 PM on February 23, 2017** to the following location:

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

Responses received after this time and date will not be considered. E-mailed and/or faxed proposals will not be accepted. The University is not responsible for lost or misdirected documents. Bids must be enclosed in a sealed envelope/package bearing the name of the Bidder and **RFP # 17-001** clearly marked on the outside of the envelope.

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

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 BIDDER RESPONSIBILITY**

The University assumes no responsibility for the completeness or the accuracy of any information presented in this RFP, or otherwise distributed or made available during this procurement process, except as expressly stated to the contrary. Without limiting the generality of the foregoing, the University will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those prepared in writing. In no event may a Proposer to this RFP rely on any oral statement made by the University or any of the University's agents, employees, advisors or consultants.

Should a Proposer find discrepancies in or omissions from, this RFP and related documents, the Proposer shall immediately notify the University, in writing, and a written addendum of instructions, if necessary, will be emailed to each Proposer. Every Proposer requesting an interpretation of this RFP will be responsible for

delivering such requests to the University in writing and within the time limit set forth in Section 1.3

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

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

#### 1.4.2 COST LIABILITY

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

#### 1.4.3 CONTENTS OF BID PROPOSAL

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

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

#### 1.4.4 PRICE ALTERATION

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

#### 1.4.5 BID ERRORS

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

If, after the opening of bid proposals but before contract award, a bidder discovers an error in its bid proposal, the bidder may make written request to the Assistant Vice President of Business Services for authorization to withdraw its bid proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the bid proposal would be unconscionable; that the mistake relates to a



material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal of the bid proposal.

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

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

## 2. SCOPE OF WORK

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New Jersey City University is seeking proposals from firms to provide rentals for uniforms, carpeted logo mats and laundering services.

### 2.1 SCHEDULE OF SERVICE REQUIRED:

- 2.1.1 Provide sample NJCU sewn on emblems and name emblems for each set of uniforms at no additional cost within 7 calendar days after award for NJCU review. Also, provide a sewn out sample for direct embroidery of supervisory uniforms.
- 2.1.2 Take accurate fitting measurements within 7 calendar days after award and within 7 calendar days after receipt of notification for any new measurements.
- 2.1.3 Furnish brand new never worn pants, shirts, coveralls, shop coats, shop towels and fender covers for starting inventory; within 7 calendar days after fitting measurements have been taken.
- 2.1.4 Make and complete necessary alterations of uniforms within 7 calendar days after furnishing the uniforms.
- 2.1.5 Provide cleaned uniforms and cleaned shop towels once per week per NJCU employee.
- 2.1.6 Replace all irreparably damaged, or permanently stained, or worn out uniforms with all brand new ones within 7 calendar days of pick up.
- 2.1.7 The successful proposer shall, at minimum, provide the University with the following services:
  - a. Provide New Jersey City University (NJCU) with “Uniform Rental and Laundering Services” as required herein, including but not limited to furnishing new shirts, pants, overalls, jackets, winter coats, emblems, shop towels, fender covers; measuring, fitting, hemming, taking in and letting out, adjusting, stitching, sewing, repairing; laundering, stain-removing, pressing; inventorying, delivering, picking up, and replacing uniforms.
  - b. Provide NJCU with color coordinated, carpeted entrance mats (logo mats where necessary) as described.

- c. Provide the services to the University locations as required and by the times required for each NJCU department and/or employee.
- d. Provide and maintain “new” uniform lockers onsite at each location as required including key control for each employee and master key access for supervisors. This includes both clean garment and soiled garment lockers.

2.1.8 This base bid for the cleaning and rental of uniforms per week, per person for approximately 115 employees.

2.1.9 Service complaints that are reported to the Contractor will be responded to within twenty-four (24) hours with a course of corrective action to be completed within 48 hours.

2.1.10 The University, with notification, reserves the right to change the amount of uniforms and/or mats at our discretion without monetary penalties from the vendor, including option to terminate contract if service is unsatisfactory

## **2.2 PROPER FIT**

2.2.1 Measure each NJCU employee individually at NJCU designation location to assure that the to-be-provided uniforms fit properly. Each employee will be individually measured by trying on sample uniforms to insure proper sizing, including any unusual sizes necessary to insure comfortable wear, and first class appearance. Any size mistakes or corrections will be performed by the vendor at no additional charge.

2.2.2 Check with each NJCU employee individually to assure that the provided uniforms fit properly; make necessary alterations to the uniforms at no additional cost.

2.2.3 After the initial acceptance of the uniforms fitting properly, the vendor must make necessary alterations or supply new never worn uniforms for employees whose uniforms no longer fit properly; at no additional charges.

## **2.3 STARTUP INVENTORY**

2.3.1 Provide each employee with the following: 11 long sleeve shirts, 11 short sleeve shirts, 11 pants, 2 jackets, 1 winter coat, 2 non-insulated coveralls, 2 insulated bib overalls, & smocks as per specific area(s) (see Uniform Description).

2.3.2 Provide the Fleet Auto Shop with 25 shop towels and 4 fender covers. Fleet Department employees also receive a Motorsport type work shirt. Red Kap SP18BG or an equivalent type of shirt.

2.3.3 Furnish startup inventory consists of new uniforms as follows:

- a) Provide requested number of uniform articles per employee plus a one week startup quantity;
- b) Provide a one week amount of shop towels plus a one week startup quantity.

Note that new employees must be furnished with startup inventory of temporary uniforms within one week and brand new never worn uniforms within two weeks at no additional prep charges or any other charge.

All Inventories shall remain the property of the Contractor, in the event that a uniform is damaged and NJCU is being charged a replacement cost, NJCU should be given the option of keeping the damaged uniform at no additional cost.

## 2.4 **GARMENT CONTROL IDENTIFICATION**

2.4.1 Provide a garment control identification tag for each employee uniform and location as follows: Employee name, department, location, date uniform was placed into service, and service record of pick up, delivery, and repairs.

2.4.2 Ensure that the garment control identification permits the grouping together of uniforms by each employee and are deliverable to the correct location. A bar-coded identification label should be affixed to each garment and clean and soiled garments should be scanned to verify the completeness and accuracy of each delivery. A weekly report should be supplied to the internal point of contact.

## 2.5 **UNIFORM PICK UP AND DROP OFF:**

Uniforms will be picked up and dropped off at the following location(s) once a week:

Facilities Building located @ 251 West Side Avenue  
Vodra Hall, Housekeeping Dept., located @ Audubon Avenue  
Hepburn Hall, Boiler Room @ 2039 J.F. Kennedy Blvd.  
Hepburn Hall, Mailroom @ 2039 J.F. Kennedy Blvd.

- 2.5.1 A laundry collection uniform locker for both clean and soiled work uniforms must be installed at each location with a separate laundry collection uniform locker for executive wear uniforms as required by location.
- 2.5.2 Soiled executive garments must be kept separate from soiled work uniforms during the transportation process.
- 2.5.3 Pick up all to-be-laundered shop towels and fender covers once a week; note only the number of shop towels and fender covers that are actually being laundered are to be billable.
- 2.5.4 Submit a numbered pick- up list of items to be picked up from each location.
- 2.5.5 Review the pick-up list with the NJCU Representative or Designee; revise as necessary.
- 2.5.6 Obtain the signature of the NJCU Representative or Designee at each location on the finalized pick up list confirming the exact number of items being picked up.
- 2.5.7 Provide a copy of the pick-up list to the NJCU Representative(s) or Designee(s) and retain a copy for Contractor's records.

## **2.6 UNIFORM CLEANING**

- 2.6.1 On a weekly basis, the vendor will pick up soiled shirts, pants, coveralls, jackets, shop towels, and fender covers for laundering.
- 2.6.2 Ensure that all uniforms and items are cleaned in a manner that is appropriate to remove all soils, dirt, grease and oils without damaging the material to the point of detracting from the appearance of the uniform.
- 2.6.3 Use, whenever possible, "Green" cleaning agents and never use cleaning agents that are potentially hazardous or harmful to health, property, environment, or finishes of any items being serviced.
- 2.6.4 Uniforms which retain an offensive smell or residual odor or excessive stains will not be acceptable and should be replaced at no additional cost.
- 2.6.5 Any special orders for persons allergic to soaps, cleaning solutions, starches will be handled on an individual basis at no additional cost. In the past, a separate wash process was established to accommodate employees with allergies to certain detergent products.

2.6.6 Vendors wash process must include soiled garment separation, i.e. executive wear must not be laundered with standard work uniforms.

## **2.7 UNIFORM REPAIRING**

2.7.1 Make repairs to all uniforms as required. Note that such repairs are for sewing and stitching of uniform seams or patches and replacement of buttons.

2.7.2 Supply uniform repair tags that may be affixed to the to-be-repaired uniforms for each location at no additional cost.

## **2.8 UNIFORM PRESSING**

2.8.1 Press uniforms (if applicable). All supervisory uniforms, cotton garments, etc. must be hand pressed.

2.8.2 Ensure that all delivered uniforms are wrinkle-free; NJCU may reject or not pay for any uniforms delivered with wrinkles.

2.8.3 Use, whenever possible, "Green" cleaning agents and never use cleaning agents that are potentially hazardous or harmful to health, property, environment, or finishes of any items being serviced

## **2.9 UNIFORM REPLACEMENT**

2.9.1 Uniforms that are worn out, dingy in color, damaged, lost, or stained from cleanings or exchanges will be replaced at vendor's sole expense.

2.9.2 Uniforms for that are damaged beyond repair, permanently visibly stained, or lost due to employee's misuse, will be replaced at the prorated uniform costs.

2.9.3 Replacements uniforms requested by NJCU due to change of color, style, etc will be replaced at the prorated uniform costs.

Note: uniforms shall be replaced with brand new never worn uniforms only.

## **2.10 UNIFORM DELIVERING**

- 2.10.1 Provide hangers, and if necessary, plastic bags for all uniforms to be delivered to ensure that the uniforms are dry, clean, wrinkle-free, and ready to wear. Also provide hanger recycling stands.
- 2.10.2 Ensure that the delivered uniforms are grouped together by each employee and delivered to the correct location according to the garment control identification.
- 2.10.3 Obtain the signature of the NJCU Representative and/or Designee on the finalized delivery list confirming the exact number of items being delivered. Provide a copy of the delivery list to the NJCU and retain a copy for Contractor's records.

Note that only the exact number of shirts, pants, coveralls, shop coats, shop towels, and fender covers that were actually laundered, cleaned, repaired, replaced, furnished as new, wrinkle-free, and grouped and delivered to the correct NJCU location are billable, NO EXCEPTIONS.

## **2.11 UNIFORM REJECTIONS**

- 2.11.1 The NJCU Representative may reject any items that do not meet the requirements of the bid specifications.
- 2.11.2 Reload rejected items immediately on the same delivery as they were originally being delivered.
- 2.11.3 Pickup rejected items within 2 business days if such rejection was discovered by NJCU after delivery was made.
- 2.11.4 Restore to acceptable state or replace, as necessary, rejected items within 7 business days after the rejection was made, at Contractor's sole expense.

## **2.12 UNIFORM RETURN CONDITIONS**

- 2.12.1 New Jersey City University (NJCU) shall notify the vendor of termination, leave or new hires by verbal or written notice. Garments of terminated employees shall be given to the pick-up driver within two (2) weeks of notice. No charges shall be made for the rental of the terminated employee upon return of uniforms. New hires shall be furnished with startup inventory of brand "new" uniforms without any additional charges for proper fit.
- 2.12.2 At the termination of the contract, all rental uniforms will be returned to the vendor within thirty (30) working days.

2.12.3 Employees on extended leave, four (4) weeks or longer will not be charged rental until their resumption of duty. It is the sole responsibility of NJCU to notify the Vendor of leave and return dates, failure to notify the Vendor will result in additional rental fees.

## **2.13 LOST/DAMAGED ARTICLES**

2.13.1 State the full cost of each shirt, pants, coverall, and jacket.

2.13.2 Prorate each uniform article by the number of weeks in service by taking the full the item and dividing it by 52 weeks and multiplying it by the number of weeks in service; Example: if a shirt is \$5.20 at full cost of replacement, \$5.20 divided by 52 weeks equals \$0.10 per week; if it's been in service for 26 weeks, then the prorated replacement cost is \$2.60. These prorated charges apply to any emblems on the uniform and are in addition to the weekly uniform rentals. Note that shop towels and fender covers are not subject to prorating.

2.13.3 If items are lost or damaged by any means by the University contractor shall charge NJCU for the then current replacement value for each item.

2.13.4 All garments and other rented items shall remain the property of the contractor.

2.13.5 All garments that require replacement due to normal wear shall be replaced by the contractor at no charge to NJCU with a brand "new" garment.

## **2.14 UNIFORM DESCRIPTION**

2.14.1 Provide each employee with the following: 11 long sleeve shirts, 11 short sleeve shirts, 11 pants, 2 jackets, 1 winter coat, 2 non-insulated coveralls, 2 insulated bib overalls, & 2 smocks as per specific area(s) (see Uniform Description).

### **2.14.2 WORK SHIRTS - QTY (11)**

#### **a) BUTTON DOWN - LONG SLEEVE:**

- Fabric: Polyester/Cotton: 65/35 blends - Pre-shrunk
- Texture: Twill
- Style: Work Shirt
- Collar: no button-downs
- Cuffs: long sleeve only, button down
- Pocket, Breast: one, heart-side, with buttons
- Stress Points: bar tacked
- Sleeve: Long



- Color: (see Uniform Colors 2.16)
- Fit: Gender specific (men's and ladies)

#### 2.14.3 WORK SHIRTS - QTY (11) - EMPLOYEE OPTION# 1

##### a) **BUTTON DOWN - SHORT SLEEVE:**

- Fabric: Polyester/Cotton: 65/35 blends - Pre-shrunk
- Texture: Twill
- Style: Work Shirt
- Collar: no button-downs
- Pocket, Breast: one, heart-side, with buttons
- Stress Points: bar tacked
- Sleeve: Short
- Color: (see Uniform Colors 2.16)
- Fit: Gender specific (men's and ladies)

NOTE; Fleet Department receives Motorsport shirts in their choice of styles and colors. They currently wear Red Kap SP18BG.

#### 2.14.4 POLO SHIRTS – QTY (11) – EMPLOYEE OPTION# 2

##### a) **SHORT SLEEVE W/POCKET:**

- Fabric 60/40 cotton/poly blend or 50/50 or 100% Polyester
- Texture: Knit
- Style: Polo w/pocket
- Collar: no button-downs
- Pocket, Breast: one, heart-side
- Sleeve: Short
- Color: (see Uniform Colors 2.16)
- Fit: Gender specific (men's and ladies)
- NOTE: AT THIS TIME, DEPARTMENTS HAVE THEIR CHOICE OF ANY POLO IN THE RED KAP CATALOGUE INCLUDING THE FOLLOWING STYLES; SK28, 58, 14, 50, 52, 02, 08, 94, 30, 87, 72, 82 AND 7702.

#### 2.14.5 WORK PANTS – QTY (11) - STANDARD:

- Fabric: 65/35 Poly/Cotton fabric
- Style: non-pleated pant
- Pockets: Front, two; Rear, two with buttons
- Fly: Zipper, metal
- Seams: Seat, Crotch Point, Center Seam: double-stitched
- Stress Points: bar tacked

- Hem: Hemmed inside, not cuffed
- Color: (see Uniform Colors 2.16)
- Fit: Gender specific (men's and ladies)

NOTE; Some employees who have an allergic reaction to 65/35 material will be allowed to substitute 100% cotton wrinkle resistant pants at no additional charge. In addition, some employees receive 100% cotton duck painter pants.

#### 2.14.6 WORK JACKETS – QTY (2) - HIP LENGTH:

- Fabric: Polyester/Cotton: 65/35 blends - Pre-shrunk
- Texture: Twill – Perma-lined
- Style: Work Standard
- Collar: no button-downs
- Cuffs: long sleeve only, button down
- Pocket, Work Standard
- Stress Points: bar tacked
- Sleeve: Long
- Color: (see Uniform Colors 2.16)
- Fit: Gender specific (men's and ladies if available)

#### 2.14.7 WINTER COATS – QTY (1) EMPLOYEE OPTION# 2

##### a) HEAVYWEIGHT TWILL PARKA $\frac{3}{4}$ LENGTH W/ REMOVABLE HOOD:

- 3M reflective stripes installed (front, back and sleeves).
- Fabric: 65% Polyester 35% twill fabric & permanent press
- Texture: Twill with 8oz fiber fill insulation and inside drawstring
- Style: Parker  $\frac{3}{4}$  long
- Water-repellent finish
- Pre-cured durable press
- 8 oz. polyester fiber fill insulation, nylon lining
- Snap-down fly front over heavy duty zipper
- Inside knit wristlets and inside drawstring
- 2 upper slash & 2 lower flap pockets
- 34" long for size large
- Washable, detachable quilt lined hood
- Color: (see Uniform Colors 2.16)
- Fit: Gender specific (men's and ladies if available)
- 

#### 2.14.8 WINTER COATS – QTY (1) EMPLOYEE OPTION# 2

##### a) DUCK CLOTH HOODED ZIP FRONT JACKET:

- 3M reflective stripes (front, back and sleeves).
- Shell: 12-oz. 100% cotton duck
- Body: Heavyweight insulation quilted to 100% polyester brushed tricot
- Sleeves: Medium-weight insulation quilted to 100% polyester taffeta
- Color: (see Uniform Colors 2.13)
- Water repellent finish
- Triple-needle stitched main seams
- Heavy-duty brass front zipper
- Two front patch pockets
- Three-piece insulated hood with drawstring
- Three inside chest pockets, right with zipper closure
- Pleated bi-swing action back
- Pleated elbows
- Knit cuffs and waistband
- Color: (see Uniform Colors 2.16)
- Fit: Gender specific (men's and ladies if available)

#### 2.14.9 COVERALLS – QTY (2) – NON-INSULATED

Coveralls will be provided to employees that regularly work on equipment in the garage and boiler room. Two (2) sets of coveralls will be provided for each employee. The rental and cleaning of the coveralls will be included for this item:

- Fabric: 65/35 poly/cotton twill
- Style: employees' choice (if available)
- Pockets: Top grippers snap pass-through side pockets and chest pockets
- Fly: two-way zipper front closure, metal
- Seams: Seat, Crotch Point, Center Seam: double-stitched
- Stress Points: bar tacked
- Hem: Hemmed inside, not cuffed
- Color: (see Uniform Colors 2.16)

#### 2.14.10 INSULATED DUCK BIB OVERALLS – QTY (2)

Insulated Duck Bib coveralls will be provided to employees that regularly work outdoors (i.e. Grounds etc.). Two (2) sets of insulated coveralls will be provided for each employee. The rental and cleaning of the coveralls will be included for this item:

- 3M reflective stripes (Legs).
- Shell Fabric: Heavy-duty 100% cotton duck
- Insulation/Liner: Medium-weight insulation quilted to 100% polyester taffeta

- Brass leg zipper with snap closure at hand opening
- Water repellent finish
- Triple-needle stitched main seams
- Insulated “High Back” design for added warmth
- Four-needle stitching on waistband with elastic inserts
- Two reinforced hip pockets, left with brass zipper
- Side utility pockets
- Hammer loop
- Brass two-way front zipper
- Adjustable elasticized bib straps
- Two swing pockets
- Adjustable leg snaps
- Double inside chest pockets
- Heavy-duty nylon protects leg hem from wear
- Color: (see Uniform Colors 2.16)
- Fit: Gender specific (men’s and ladies if available)

#### 2.14.11 SMOCKS – QTY (2) – DUPLICATING EMPLOYEES ONLY

- 5.25 oz. poplin, 65% polyester/35% cotton
- Pre-cured durable press
- 4 pearl buttons
- Notched lapel collar
- 2 large lower pockets
- Front darts, yoke back with inverted pleat
- Color: (see Uniform Colors 2.16)
- Fit: Gender specific (men’s and ladies if available)

### 2.15 EXECUTIVE UNIFORMS

Provide uniforms to departmental managers and supervisors that regularly wear uniforms and manage area department(s). Departmental managers and supervisors can vary color choices (per request) for shirts and pants. Overalls, jackets, and winter coats must match departmental colors of work area. Note: working subordinate supervisors will be issued standard work uniforms.

#### 2.15.1 EXECUTIVE SHIRTS - QTY (11)

##### a) **BUTTON DOWN - LONG SLEEVE:**

- Fabric: 4.25 oz. Poplin 65% polyester/ 35% cotton
- Style: Durable press with seven wood tone button front. Two-button cuffs and back box pleat
- Collar: button-down
- Cuffs: long sleeve only, button down

- Pocket, Breast: one, heart-side, with buttons
- Sleeve: Long
- Color: (employees' choice of colors)
- Fit: Gender specific (men's and ladies)

#### 2.15.2 EXECUTIVE SHIRTS - QTY (11) - EMPLOYEE OPTION# 1

##### a) BUTTON DOWN – SHORT SLEEVE:

- Fabric: 4.25 oz. Poplin 65% polyester/ 35% cotton
- Style: Durable press with seven wood tone button front. Two-button cuffs and back box pleat
- Collar: button-down
- Pocket, Breast: one, heart-side, with buttons
- Sleeve: Short
- Color: (employees' choice of colors)
- Fit: Gender specific (men's and ladies)

#### 2.15.3 EXECUTIVE POLO SHIRTS – QTY (11) – EMPLOYEE OPTION# 2

##### a) SHORT SLEEVE W/POCKET OPTION:

- NOTE: AT THIS TIME, DEPARTMENTS HAVE THEIR CHOICE OF ANY POLO IN THE RED KAP CATALOGUE INCLUDING THE FOLLOWING STYLES; SK28, 58, 14, 50, 52, 02, 08, 94, 30, 87, 72, 82 AND 7702.
- Fabric 60/40 cotton/poly blend or equivalent (50/50 or 100% polyester)
- Texture: Knit
- Color: (employee's choice of colors)
- Style: Polo w/pocket
- Collar: no button-downs
- Pocket, Breast: one, heart-side – (optional – employee's choice)
- Sleeve: Short
- Fit: Gender specific (men's and ladies)

#### 2.15.4 EXECUTIVE PANTS - QTY (11)

- Fabric: 65/35 Poly/Cotton Blend- Comfort Flex or Brushed Twill Fabric
- Polywool or 100% Polyester Executive Fabric must be an option
- Color: (employees choice of colors)
- Style: non-pleated pant
- Pockets: Front, two; Rear, two with buttons
- Fly: Zipper, metal

- Seams: Seat, Crotch Point, Center Seam: double-stitched
- Stress Points: bar tacked
- Hem: Hemmed inside, not cuffed
- Fit: Gender specific (men's and ladies)

## **2.16 UNIFORM COLORS BY DEPARTMENT/AREA**

The following color choices by department are for examples only, final colors will be determined at time of bid award. (NJCU may change colors prior to order).

### **2.16.1 BOILER OPERATIONS (FACILITIES)**

- Shirts –Postman Blue
- Polo's – Medium Blue
- Pants – Navy Blue
- Jackets – Navy Blue
- Non- Insulated Coveralls – matching color

### **2.16.2 FLEET MANAGEMENT SERVICES (FACILITIES)**

- Shirts – Automotive Motorsport Style –
- Polo's – Automotive Style –
- Pants- Charcoal
- Jackets – Charcoal
- Non- Insulated Coveralls – matching color
- Insulated Duck Bib Coveralls – matching color

### **2.16.3 GROUNDS MAINTENANCE SERVICES (FACILITIES)**

- Shirts – Dark Green
- Polo's – Dark Green
- Pants- Dark Green
- Jackets – Dark Green
- Winter Coat – matching color
- Insulated Duck Bib Coveralls – matching color

### **2.16.4 HOUSEKEEPING SERVICES (FACILITIES)**

- Shirts – Tan
- Polo's – Tan
- Pants- Brown
- Jackets – Brown
- Winter Coat – matching color
- Insulated Duck Bib Coveralls – matching color

#### 2.16.5 LOCKSMITH SERVICES (PUBLIC SAFETY)

- Shirts –Navy Blue
- Polo's –Navy Blue
- Pants- Navy Blue
- Jackets –Navy Blue
- Winter Coat – matching color

#### 2.16.6 MAINTENANCE SERVICES (FACILITIES)

- Shirts Long Sleeve – Post Blue
- Shirts Short Sleeve – Post Blue
- Pants- Navy Blue
- Jackets – Navy Blue
- Winter Coat – matching color
- Non- Insulated Coveralls – matching color
- Insulated Duck Bib Coveralls – matching color

#### 2.16.7 MAILROOM SERVICES (PROCUREMENT)

- Shirts – Burgundy
- Polo's – Burgundy
- Pants- Black
- Jackets – Black
- Winter Coat – matching color

#### 2.16.8 DUPLICATING SERVICES (PROCUREMENT)

- Smocks – matching color

#### 2.16.9 PARKING SERVICES (PUBLIC SAFETY)

- Shirts – Light Blue
- Polo's – Light Blue
- Pants- Navy Blue
- Jackets – Navy Blue
- Winter Coat – matching color

#### 2.16.10 STOREROOM SERVICES (FACILITIES)

- Shirts – Light Gray
- Polo's – Light Gray
- Pants- Black

- Jackets – Black
- Winter Coat – matching color

## **2.17 UNIFORM PATCHES**

Vendor shall provide and sew in place all patches at vendor's costs sole expense, except for the employee damaged or missing patches, which must be identified at the time of the pickup and signed by the NJCU Representative or Designee.

2.17.1 The designated location of all emblems will be consistent for all employees.

2.17.2 Patches will be sewn on all “work” shirts, polo’s, jackets, and coveralls.

2.17.3 The sizes of the emblems are nominal; they may vary +/- 0.5”.

2.17.4 Fabric: blended: 65% Dacron, 35% cotton pre-shrunk.

2.17.5 Employee Name Emblem: Rectangular, 3.5”, two-color: black print on a white base located right side of chest. Note: no employee name emblem patches on executive uniforms.

2.17.6 NJCU Logo Emblem: Rectangular, 4.5”, two-color: Green & Gold print on a white base located left side of chest, heart-side (see NJCU Sample logo & official NJCU color codes see 2.15). Note: executive uniforms will have embroidered NJCU Logo Emblem only.

2.17.7 Department Name Emblem: Rectangular, 3.5”, two-color: black print on a white base sewn with thread color matching the shirt color at the location designated (I.E. FACILITIES DEPT.)

2.17.8 All patches must be sewn with thread color matching the shirt color.

## **2.18 LOCKER DESCRIPTION**

2.18.1 Uniform vendor will provide brand “new” garment lockers for each location; including a laundry collection uniform locker for clean and soiled work uniforms and a separate laundry collection uniform locker for executive wear uniforms and regular work uniforms as required by location.

2.18.2 Lockers will be the largest available with individual key access for employees and master door access to all compartments for supervisor.

2.18.3 Lockers will remain the property and responsibility of the Vendor



## 2.19 RENTAL OF ENTRANCE MATS

2.19.1 Rental of entrance mats with NJCU logo(s) and official NJCU color codes.

2.19.2 Rotated and cleaned weekly (or when additionally requested - quantity and size as follows:

<b><u>BUILDINGS</u></b>	<b><u>SIZE</u></b>	<b><u>QTY</u></b>
West Campus Village	4x8	2
School of Business	3x10	2
	6x10	3
Science Bldg. Mats	4x6	1
Fries Hall-Mats	4x6	1
Student Services.- Mats	4x6	2
	6x4	3
Grossnickle Hall	4x8	1
Library	4x8	1
	3x10	2
	6x9	1
	3x5	1
George Karnoutsos Hall	4x6	3
	4x8	1
Rossey Hall	4x6	8
	3x5	2
Hepburn Hall	4x6	10
	6x4	1
	4x8	2
	6x9	3
Vodra Hall	4x6	1
	6x4	1
	4x8	2
	3x5	1
	3x10	2
J. Moore Athletic Center	3x5	1
	3x10	1
	4x6	1
	6x9	1
Visual Arts Center	4x6	1
Professional Bldg.	4x8	1
	4x6	1

Facilities	3x5	1
	4x6	1
CO-OP Dorm	4x6	1

**2.20 MICROFIBER RAGS- OPTIONAL**

White Microfiber bar mops ribbed 14x17 will be part of the rental program with four color stripe options (red, blue, yellow and green) for our housekeeping department. A weekly pick-up and delivery service will be provided. Quantities will be determined.

**2.21 NJCU LOGO AND SCHOOL COLORS**

New Jersey City University is in the process of selecting an official logo as well as colors which shall be given to the vendor after the award of this RFP.

**2.22 ADDITIONAL AREAS OF CONCERN**

The University will insist that the following provisions are adhered to with regard to this bid:

- 2.22.1 A majority of new orders, exchanges, replacements and repairs shall be completed within a one week cycle. All new garments are to be provided (no previously used garments will be accepted).
- 2.22.2 Garments owned or purchased by the University for seasonal Help will be laundered at no charge.
- 2.22.3 All laundered garments to be returned on hangers and put in proper lockers.
- 2.22.4 All supervisor garments and button down shirts shall be hand-pressed and not tunnel finished and plastic bagged.
- 2.22.5 A bar-coded form of garment check-in and check-out must be provided each week to insure that garments are processed completely and accurately.
- 2.22.6 The vendor will have 48 hours to correct missing garment issues upon delivery.
- 2.22.7 Vendor management must be readily available to discuss by telephone or in person any ongoing issues with the uniform rental service. Once monthly quality audits must be conducted to maintain a high standard of quality.

2.22.8 No additional fees whatsoever will be honored including but not limited to, reflective striping charge, make-up or preparation fees, cost of living pricing adjustments or annual price increases, garment insurance programs, restocking charges, oversized garment surcharges, etc.

## **2.23 BILLING REQUIREMENTS & PROCEDURES**

The requirements for the weekly and monthly billing of our accounts must be followed as noted. There are approximately 24 delivery locations that require weekly invoices and three billing departments with responsibility for various delivery locations. Three purchase orders are issued that correspond to each department. Individual locations within each department must have the correct purchase order number on their invoice to insure proper accounting.

2.23.1 Detailed weekly invoices noting the wearers name and garment inventory and weekly rental rate or the floor mat quantity, size and weekly rate must be prepared for each delivery location. There are currently 24 locations that will require separate weekly invoices. Each invoice must be signed by an authorized staff member of the University and a copy left at each department to verify delivery acceptance.

2.23.2 Monthly, a summary spreadsheet shall be prepared for our three departments; Facilities, Mailroom and Security. The spreadsheet will summarize the weekly cost per employee (or floor mat), the number in service and the number of weeks in the month along with a total per line item. This shall be forwarded to the University for review. Individual invoice copies for each location will be attached to each monthly spreadsheet to verify completeness and the accuracy of the charges.

2.23.3 Each month, one individual invoice will be created for each of the three departments noted above. Each of these three monthly "invoices" will list the monthly totals for each delivery location within the department. A total charge for the entire department will be calculated based upon the sum of the monthly delivery locations on this "invoice". This invoice will agree with the total monthly cost on the detailed monthly spreadsheet prepared for each department. These three monthly "invoices" (one for each of the Facilities, Mail Room and Security Departments) will be submitted for payment each month.

2.23.4 This format must be followed to meet the University's procedures for the review and payment of these individual department weekly deliveries.

## **2.24 ADDITIONAL WORK**

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

### 3. RFP SUBMISSION DELIVERABLES

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#### 3.1 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

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

- 3.1.6 Describe your firm's policy relative to the prohibition of discriminatory employment practices, affirmative action and equal opportunity and note the minority and female participating employees would serve the University.
- 3.1.7 Provide all information as detailed in Section 5. Financial Proposal of this RFP.
- 3.1.8 Provide all Forms and Attachments as detailed in Section 4.3.1 of this RFP.
- 3.1.9 Oral Presentation - Agencies who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to representatives of the University. This will provide an opportunity for the agency to clarify or elaborate on the proposal but in no way change the bidder's original proposal.

## 4. BID PROPOSAL PREPARATION AND SUBMISSION

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### 4.1 GENERAL

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

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

### 4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

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

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

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

### 4.3 BID PROPOSAL CONTENT

#### 4.3.1 MANDATORY SUBMITTAL FORMS

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

- a) Statement of Compliance (attached)
- b) Affirmative Action Requirements (attached)
- c) Non-Collusion Statement (attached)
- d) Certification and Disclosure of Political Contributions (EO 51 and 117) (attached)

- e) Disclosure of Investment Activities in Iran (attached)
- f) MacBride Principles Certification (attached)
- g) Source Disclosure Certification (EO 129) (attached)
- h) New Jersey Business Registration Certificate
- i) Request for Taxpayer Identification Number and Certification (Current W-9 Form)
- j) Supplier Form (attached)
- k) Terms and Conditions (attached)
- l) If applicable, NJ Small Business Enterprise (SBE), Woman Business Enterprise (WBE), and/or Minority Business Enterprise (MBE) Certification(s)
- m) Point of Contact Form (attached)

4.3.2 EXTENSION OF MEMBER PRICING

Extension of Pricing for Member Institutions

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

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

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

Will you extend pricing to members of NJHEPA?

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



## 5. FINANCIAL PROPOSAL

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The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees that may accrue over the course of the contract.

RFP SECTION	ITEM DESCRIPTION	WKLY RENTAL RATE	LOST GARMENT CHARGE
2.14.2	WORK SHIRT	EACH	EACH
2.14.3	WORK SHIRT	EACH	EACH
2.14.4	POLO SHIRT	EACH	EACH
2.14.5	WORK PANTS	EACH	EACH
2.14.6	WORK JACKETS	EACH	EACH
2.14.7	WINTER COATS	EACH	EACH
2.14.8	WINTER COATS	EACH	EACH
2.14.9	COVERALLS	EACH	EACH
2.14.10	INSULATED DUCK BIB OVERALLS	EACH	EACH
2.14.11	SMOCKS	EACH	EACH
2.15.1	EXECUTIVE SHIRTS	EACH	EACH
2.15.2	EXECUTIVE SHIRTS	EACH	EACH
2.15.3	EXECUTIVE POLO SHIRTS	EACH	EACH
2.15.4	EXECUTIVE PANTS	EACH	EACH
2.17	EMPLOYEE NAME EMBLEM	EACH	EACH
2.17	NJCU EMBLEM	EACH	EACH
2.17	NJCU DIRECT EMBROIDERY	EACH	EACH
2.18	8 COMPARTMENT LOCKER	EACH	EACH
	SOILED GARMENT DISPENSER	EACH	EACH
	25 SHOP WIPERS	EACH	EACH
	4 FENDER COVERS	EACH	EACH
2.19.2	3'X5' LOGO MAT	EACH	EACH
2.19.2	4'X6' LOGO MAT	EACH	EACH
2.19.2	4'X8' LOGO MAT	EACH	EACH
2.19.2	6'X9' LOGO MAT	EACH	EACH
2.19.2	3'X5' PLAIN MAT	EACH	EACH
2.19.2	3'X10' PLAIN MAT	EACH	EACH
	MICROFIBER CLOTH	EACH	EACH

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

**STATEMENT OF COMPLIANCE**

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

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

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

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

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

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

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



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

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

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

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

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

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

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

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

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

**P.L. 1975, C. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

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

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

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

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

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

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

affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



**PURCHASING DEPARTMENT**

**NON-COLLUSION STATEMENT**

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

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

This is to certify that the undersigned responder, \_\_\_\_\_, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with proposal submitted to New Jersey City University on the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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

Corporate Seal:

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

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

day of \_\_\_\_\_ 2017.

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

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

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

**NON-COLLUSION STATEMENT**

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

## INFORMATION AND INSTRUCTIONS

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

#### **Background Information**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

## **Part 3: CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Questions & Information

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

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

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

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

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

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

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



**Division of Purchase and Property**

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

**FOR STATE AGENCY USE ONLY**

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

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

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

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

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

**Please check if requesting  
recertification**

**Part 1: Business Entity Information**

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

Address \_\_\_\_\_

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

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

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

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

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

**All Officers of a Corporation or PC**

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

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**All Equity partners of a Partnership**

**All Equity members of a LLC**

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

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

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

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

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

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

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

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

Municipal Political Party Committee  
Legislative Leadership Committee

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

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

**Part 3: Certification**

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

I hereby certify as follows:

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

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

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

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

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

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

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

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

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

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

**Procedure for Submitting Form(s)**

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

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

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

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

**State of New Jersey**  
**Division of Purchase and Property**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Solicitation Number:** \_\_\_\_\_ **Bidder/Offeror:** \_\_\_\_\_

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

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

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

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

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

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

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

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

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

**MACBRIDE PRINCIPLES FORM**

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

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

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

- has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

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

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

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

Firm Name: \_\_\_\_\_

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



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

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

I hereby certify and say:

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

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

Instructions:

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

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

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

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

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

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

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

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

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

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

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

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

# Request for Taxpayer Identification Number and Certification

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

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

## Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
					-				

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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



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

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

Please type or print clearly:

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

TYPE OF BUSINESS: (CHECK ALL THAT APPLY)

- Broker  
  Consultant  
  Construction  
  Dealer  
  Distributor  
  Manufacturer  
  Retailer  
  Wholesaler

**ORGANIZATION TYPE**

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

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

**CHECK ALL THAT APPLY**

**MINORITY BUSINESS ENTERPRISE (MBE)**

CLASSIFICATION :

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

**WOMEN BUSINESS ENTERPRISE (WBE)**

**SMALL BUSINESS ENTERPRISE (SBE)**

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

GOODS & SERVICES WITH GROSS ANNUAL REVENUES:

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

CONSTRUCTION SERVICES WITH GROSS ANNUAL REVENUES:

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

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

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

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

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

**over**

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

**DEFINITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

**NEW JERSEY CITY UNIVERSITY  
TERMS AND CONDITIONS**

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

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

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

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

**2. LIABILITES**

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

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

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

1. Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. Coverage for bodily injury and property damage claims arising out of the professional acts of the general contractor and subcontractors shall also be included. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) general aggregate, three million dollars (\$3,000,000) product/completed operations aggregate. A “per project endorsement” shall be included, so that the general aggregate limit applies separately to the project that is the subject of this contract.
2. Comprehensive General Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000.00 combined single limits.
3. Compensation insurance applicable to laws of the State of New Jersey and Employer’s Liability insurance with a limit of not less than \$1,000,000.00.

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

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

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

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

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

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

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

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

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

- 3.2. **SUBCONTRACTING OR ASSIGNMENT** – The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the University. Such consent, if granted, shall not relieve the contractor of any of his/her responsibilities under the contract..

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

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

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

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

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

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

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

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

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

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

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

Items delivered must be strictly in accordance with bid specifications.

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



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

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

- 3.6. **UNIVERSITY'S RIGHT TO INSPECT BIDDER'S FACILITIES** – The University reserves the right to inspect the bidder's establishment before making an award.
- 3.7. **MAINTENANCE OF RECORDS** – The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request.
- 3.8. **CONFIDENTIALITY CLAUSE** – The University and the Contractor agree as part of this award each party shall, and shall cause its personnel, officers, agents, and representatives, to hold and deal with in strict confidence the other party's confidential information. NJCU's confidential information includes all matters relating to its business, including, but not limited to, materials and data that have been disclosed by NJCU to the Contractor and that are not publicly available at the time they are disclosed to Contractor, more specifically, including but not limited to, any and all technical and commercial information, market plans, strategy, personnel data (including, but not limited to census, salary and benefits information), benefits programs, tax filings, any information relating to the drafting of benefit plans, computer programs relating to the above described items, and new products (collectively hereinafter referred to as "Confidential Information").

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

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

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

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

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

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

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

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

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

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

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

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

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

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AUTHORIZED SIGNATURE

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NAME

---

TITLE

---

COMPANY NAME

---

DATE



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

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

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

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

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

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

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

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

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

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

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