



NJCU

NEW JERSEY CITY UNIVERSITY



Request for Proposals Office Supplies RFP #17-013

**Issuance Date: 5/4/2017
Bid Opening: 6/1/2017**

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1. INFORMATION FOR BIDDERS

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 OFFICE SUPPLIES from qualified office supply distributors.

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 three (3) years.

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	May 4, 2017
Questions Due from Bidders	May 11, 2017
NJCU Response to Bidders with advertised Addendum #1	May 23, 2017
Bid Proposals Due	June 1, 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 DelVecchio, edelvechio@njcu.edu and Amanda McGee, 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

Telephone calls will not 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 June 1, 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 # 17-013** 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 does not assume any 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 does not assume any responsibility and does not bear any 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

New Jersey City University is seeking proposals that will adhere to the following:

2.1 DELIVERY and RETURNS/ MINIMUM ORDERS:

- 2.1.1 The contract will include direct desktop delivery to individual departments and labs. A list of delivery locations will be provided to the vendor awarded this contract. It shall be the responsibility of all bidders to become familiar with the delivery requirements on the NJCU campus in order to ascertain any delivery difficulties. The successful vendor will be responsible for following the rules and regulations provided by the University, including parking requirements. All delivery costs must be included with item pricing discounts and all items will be shipped FOB destination.
- 2.1.2 (96%) of all orders placed must be delivered within (24) hours. Back ordered items must be delivered within (72) hours or sooner. The University shall be notified of any delays which extend beyond (72) hours.
- 2.1.3 The University reserves the right to add or delete delivery locations during the term of the contract. A request indicating additions or deletions of delivery sites shall be electronically mailed to the vendor. A single department may have more than one (1) delivery location, which may or may not be located in the same building.
- 2.1.4 The vendor shall unconditionally accept and pick-up all returns of any unused or damaged products, or products judged by recipients to be ill suited to their intended use within (24) hours of notification by the originating unit. The original delivery location will be the point of pickup for all returns unless specified otherwise. Returns shall be promptly credited.
- 2.1.5 The vendor shall assign a dedicated salesperson for the University who will be the liaison between the vendor and the University community. Problems encountered with ordering, pricing, backorders, returns, billing, and deliveries shall be funneled through the designated vendor sales representative.
- 2.1.6 The vendor shall assign a dedicated customer service person to receive and process orders and quote prices pursuant to this contract and can inform the ordering party of estimated delivery terms for any order.

2.1.7 An indexed receipt listing of all items ordered shall be provided with each desktop delivery. Each University department shall designate a staff member and alternates to sign for deliveries. A list of all staff, qualified to accept orders, for each department, would be provided to the vendor prior to the start of and throughout the contract term.

2.1.8 All packages shall be labeled with the following information: The University, department name, room number, and the staff member's name having placed the order.

2.1.9 Orders placed prior to 3:00PM Monday through Friday shall be delivered the next business day. Normal business hours are generally Monday through Friday from 8:30am to 4:30pm. A schedule of University business hours and holidays shall be provided to the vendor(s) prior to the start of the contract.

2.1.10 Minimum Order Amount Established

- a. Vendors are instructed to furnish their minimum order for delivering goods to the ordering department of the University if applicable.

2.1.11 Delivery Vehicles and Personnel:

- a. All delivery vehicles shall be clearly marked with the vendor's name and / or company logo. Vehicle operators must adhere to all traffic regulations while on campus.
- b. Vehicle operators/delivery personnel shall be neatly dressed (casual or company uniform) and wear a picture identification tag. The tag shall identify the company and the name of the driver. The vendor(s) shall supply copies of all valid operator identification tags to Campus Security and Purchasing prior to the start of the contract and provide immediate updates during the term of the contract. Delivery personnel arriving at the University without the required identification will be asked to leave the campus.
- c. The vendor shall have adequate staffing to meet all components/terms of this contract.
- d. Internal delivery carts, hand trucks, etc., shall be fitted with tires that leave no markings or damage to vinyl tile flooring. The vendor agrees to pay for the repair or replacement of all University property damaged because of their operating procedures.

2.2 WEB BASED ORDERING REQUIREMENTS:

The vendor(s) awarded this contract shall provide a Web Based Internet ordering system in conjunction with NJCU's existing PeopleSoft software. The vendor(s) must have the capability to integrate and link their web software with New Jersey City University's PeopleSoft software as a "Direct Connect vendor."

2.2.1 Web Based Ordering shall include the following online features:

- a. The catalog and individual pricing for all contract supplies used by the University.
- b. A shopping cart, line item, unit price, tabulation of merchandise ordered.
- c. A picture representation for each standard catalog item including those referenced by the supplies list provided by the University. The name, account number, delivery location(s) of the University department placing the order.
- d. The current Purchase Order number from the University department.
- e. A history and favorites list shall be provided for all items ordered by the University/department.
- f. A mechanism for the blocking of individual commodities
- g. A reporting mechanism showing the total dollar value, and quantity for each item ordered by the University shall be provided.
- h. A (1- 800) hotline phone number to the vendor's technical support staff shall be provided Monday through Friday, 8:30AM to 4:30 PM, for questions raised by the University staff on the use of the web-based ordering system, security access and other problems.
- i. The vendor's representatives shall exclusively perform staff training for the online ordering system. Initial and ongoing training shall be scheduled by the University and completed by the vendor within 3 working days.

2.2.2 Please note that NO order is to be processed without a valid University purchase order.

- a. Orders placed via electronic means may be changed or cancelled on the same business day by the University provided all changes are received by the vendor(s) prior to 3:00pm.
- b. The vendor, at the beginning of and throughout the contract term, must deliver office supplies catalogs to the University ordering departments at no additional costs.

2.3 INVOICING AND BILLING:

2.3.1 The monthly electronic invoice must show the vendors list price, net price and the extended price for each line item purchased by each department.

- a. A monthly summary of invoices will be provided to the University Accounts Payable department. The following items shall be included on each monthly billing summary:
 - i. All credits invoices shall provide the same data as requested for standard invoice billing.
 - ii. Payment terms are net (30) days. Specify additional discounts if invoices are paid in less than (30) days.
 - iii. The University department staff responsible for billing and the vendor(s) accounts receivable/billing department shall handle discrepancies between the quantities/items ordered and quantities/items delivered.
 - iv. Pricing errors shall be credited on a credit invoice indicating the difference between the erroneous and correct pricing. A restocking charge may not be applied when items are ordered in error and returned to the vendor(s)
 - v. New Jersey City University works on a fiscal year system that starts July 01 and runs through June 30. All supply orders must be delivered, invoiced and completed by June 30. All open purchase orders at the end of each fiscal year are cancelled. New purchase orders shall be issued starting July 01.

2.4 REBATES/COMMISSIONS/SCHOLARSHIP:

Please provide information on any rebate program, scholarship program, or student intern/employment program you may offer to New Jersey City University.

2.5 PRICE INCREASES:

Vendor(s) are instructed to hold all prices firm for a period of one (1) year from award of contract. Any future price increase can be requested after completion of the one (1) year contract award and must be in writing with supporting documentation. Any agreement for increase in product cost must be approved in writing from the University Procurement Department.

The University reserves the right to audit any, and all price increases.

2.6 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

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

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

Part I:

Fill in the best net price for each item listed below: (no substitutions are preferred)

If a particular Brand is not available you are instructed to include your Brand replacement.

LINE ITEM	MODEL NUMBER	ITEM DESCRIPTION	VENDOR	UOM	PRICE
1	3R2047CT	HP COPY 10-R CASE	XEROX	CT	
2	3R2047CT	HP COPY REAM 20# 11	XEROX	RM	
3	SCP050	RECYCLED COPY 10-R CASE	SUGAR MADE	CT	
4	W35165-03	GOJO FMX GREEN CERTIFIED SOAP	GOJO	CT	
5	P1OX9001-CTN	10-REAM CASE X-9 11"	BOISE	CT	
6	S1CE505A	HP TONER CE505A 05A BLK	HP	EA	
7	S1CE412A	HP TONER CE412A 305A YLW	HEWLET	EA	
8	S1CE411A	HP TONER CE411A 305A CYN	HEWLET	EA	
9	S1CE413A	HP TONER CE413A 305A MAG	HEWLET	EA	
10	P1OX9001-CTN	10-REAM CASE X-9 11"	BOISE	CT	
11	S1CE285A	HP TONER CE285A 85A BLK	HP	EA	
12	S1CE285D	HP TONER CE285D 85A BLK DUAL	HEWLET	PK	
13	S1CE390A	HP 90A BLACK TONER CARTRIDGE	HEWLET	EA	
14	S1C2P01FN#140	HP INK 951 CMY/950XL BLK CMB PCK	HEWLET	EA	
15	S1CE278D	HP TONER CE278D 78A BLK DUAL	HEWLET	PK	
16	S1CE410A	HP TONER CE410A 305A BLK	HEWLET	EA	
17	S1CE255A	HP TONER CE255A 55A BLK	HP	EA	
18	S1C9353FN#140	HP INK 96/97 COMBO BLK/CLR	HP	PK	
19	S1CE251A	HP TONER CE251A CYAN	HP	EA	
20	S1CE252A	HP TONER CE252A YELLOW	HP	EA	
21	S1CF370AM	HP 305A CYM TRIPK LJ TONER CTG	HEWLET	EA	
22	L23200720	LAM POUCH 3 MIL 11.25X17.25 CR	GBC	BX	
23	S1CE253A	HP TONER CE253A MAGENTA	HP	EA	

LINE ITEM	MODEL NUMBER	ITEM DESCRIPTION	VENDOR	UOM	PRICE
24	S1CZ138FN#140	HP INK 61 CLR/61XL BLK CMB PCK	HEWLET	EA	
25	E4LLR54850	CHAIR,MESH,ERGO	LORELL	EA	
26	A530252	LABELS FOR LABERWRITER PRINTER	ESSELT	BX	
27	J427E	HD INSTANT EASEL 15"- 63"	QUARTE	EA	
28	S1CF212A	HP TONER 131A YELLOW LJ	HEWLET	EA	
29	S1CF211A	HP TONER 131A CYAN LJ	HEWLET	EA	
30	E5785LP	5 DRW LAT FILE BLK	HON	EA	
31	A574541	NAMEBADGE CLIP 3X4 100PK	AVERY	BX	
32	CE390A	HP 90A BLACK TONER	HP	EA	
33	E4OM06656	MFMC 400 MULTIFUN MNGR BLACK	TUL	EA	
34	S1TN310Y	BROTHR STDRD YLD TN310Y YW TNR	BROTHER	EA	
35	S1CF213A	HP TONER 131A MAGENTA LJ CRTDG	HEWLET	EA	
36	S1CB436A	HP TONER CB436A 36A BLK	HP	EA	
37	S1CF280A	HP 80A BLACK TONER CARTRIDGE	HEWLET	EA	
38	Q81752264	LABELWRITER 450	DYMO	EA	
39	S1MCR90AM	HP 90A MICR TONER	MICR P	EA	
40	11987	FOLDERS FILE LTR-SIZE ASSTD	SMEAD	BX	
41	N280001	EXPO LOW ODOR CHISEL BLACK DZ	EXPO	DZ	
42	S1CF402A	HP 201A YELLOW LJ TONER	HP	EA	
43	S1CF210A	HP TONER 131A BLACK LJ CART	HEWLET	EA	
44	S1CE278A	HP TONER CE278A 78A BLK	HP	EA	
45	S1CH563WN#140	HP 61XL BLACK INK CARTRIDGE	HP	EA	
46	A731108	PAPER TABLECOVER 54"X108" WHT	TATCO	CT	
47	S1C9363WN#140	HP INK 97 TRI CLR	HP	EA	
48	E6EF200XLB	ANTI-GLARE RADIATION FILTER	3M	EA	
49	S1CF400A	HP 201A BLACK LJ TONER	HP	EA	
50	600K12	TAPE CELO .75X1296 16 PACK	3M	PK	

LINE ITEM	MODEL NUMBER	ITEM DESCRIPTION	VENDOR	UOM	PRICE
51	H154501	545 STANDARD STAPLER BLACK	SWINGL	EA	
52	N1GSM609BK	ROUND STIC 60-COUNT BLACK	BIC	BX	
53	N1GSM609BE	ROUND STIC BLUE 60CT	BIC	BX	
54	A8C-38-BK	TAPE DISP BASIC BLACK	SCOTCH	EA	
55	J481505	EXPO DRY ERASER	EXPO	EA	
56	10401	FILE FLDR LTR 1/3CUT MAN 100CT	SMEAD	BX	
57	N513830	TICONDEROGA #2 PENCIL	TICOND	BX	
58	63975	LEGAL PAD CAN 8.5X11 12PK	TOPS	DZ	
59	4152-15	HANG FILE FLDR LGL 1/5CUT 25BX	PENDAFLEX	BX	
60	B3702600517	2017RY MTHLY PLNR BK BLK 9X11	AT-A-G	EA	
61	A7101243	NATURAL SPRING WATER 1/2L 24PK	DEER P	CT	
62	N189465	PROFILE RT BP BLK DZ	PAPER	DZ	
63	A5TZE-231	BRTHT LT BLK ON WHT 1/2"	BROTHE	EA	
64	CPOA	COLOR PUSH PINS 250CT	GEM	BX	
65	A735110	COFFEEMATE LIQUID CREAMER RE	NESTLE	BX	
66	72100	VALUE PK LRG BNDR CLIPS 48PK	ACCO	PK	
67	N189466	PEN PROFILE PAPERMATE BLUE	PAPER	DZ	
68	W39674-12	ALOE SANITIZER PUMP 8OZ	PURELL	EA	
69	P13R05857	PAPER,COPY,20#,LTR,GRN,500 SHT	XEROX	RM	
70	A9WOELP418	EXACTLINER CORR FILM 4 PACK	BIC	PK	
71	P13R05856	PAPER,COPY,20#,LTR,BLUE,500SHT	XEROX	EA	
72	B3E7175017	2017RY DAILY DESK CAL REFL 3X6	AT-A-G	EA	
73	L9QU1500B20Z10	QUANTUM AA 20/PK	DURACE	PK	
74	A2DS330SSVA	POP-UP NOTE DISPENSER	POST-I	PK	
75	N281045	LOW ODOR CHISEL MRKR 16CT ASST	EXPO	ST	
76	63975	LEGAL PAD CAN 8.5X11 12PK	TOPS	DZ	
77	B3E717T5017	2017RY DLY DSKCAL TAB RFL 3X6	AT-A-G	EA	
78	A9WOFQD12WHI	LIQUID PAPER WHT 12/BX	BIC	DZ	

LINE ITEM	MODEL NUMBER	ITEM DESCRIPTION	VENDOR	UOM	PRICE
79	P13R05858	PAPER,COPY,20#,LTR,YELW,500SHT	XEROX	RM	
80	S13730	FF 1/3 CUT LEGAL MANILA 100 CT	SJ PAPER	BX	
81	DPSXL	100Z GAS DUSTER	DUST OFF	PK	
82	A2R330-14YWM	POP-UP NOTES 3X3 YELLOW/NEON	POST-I	PK	
83	N280003	EXPO LOW ODOR CHISEL BLUE DZ	EXPO	DZ	
84	N281043	EXPO MARKER 4NEW COLORS 12CT	EXPO	BX	
85	P1OX9004	CASCADE COPY PAPER LEGAL	BOISE	RM	
86	L288010	QUICKFIT RR VIEW BNDR 1" WE	STRIDE	EA	
87	W377925	4IN1 WIPES OCEAN FRESH 80	LYSOL	EA	
88	R330-18CP	3M NOTE 3X3 18PK YELLOW	3M	PK	
89	N283001	EXPO MARKER BLACK 12 PACK	EXPO	DZ	
90	F162702	FF MICROBGRD MN 1/3 LTR 100/BX	PENDAF	BX	
91	L2OM02885	FOLDER 2 POCKET GREEN 25PK	OFFICE	PK	
92	A8C-40-BK	DELUXE TAPE DISPENSER-BLK	SCOTCH	EA	
93	GG250000-11	2011RY TWO-COLOR DSK PD,22X17	AT-A-G	EA	
94	L288030	QUICKFIT RR VIEW BNDR 2" WE	STRIDE	EA	
95	35101	STANDARD STAPLES-3PK	SWINGLINE	PK	
96	L288020	QUICKFIT RR VIEW BNDR 1.5" WE	STRIDE	EA	
97	H135450	FULL STRIP STAPLES 5000 BOX	SWINGL	BX	
98	600H2	3M INVISIBLE TAPE 3/4"X1296" 2PK	3M	PK	
99	S1CH564WN#140	HP 61XL TRI-COLOR INK	HP	EA	
100	W330112	DISINFECTING WIPES CLOROX 3 PK	CLOROX	BX	

Part II:

Fill in the best net price and Generic Brand name only for each item listed below:

LINE ITEM	MODEL NUMBER	ITEM DESCRIPTION	VENDOR	UOM	PRICE
1	3R2047CT	HP COPY 10-R CASE	XEROX	CT	
2	3R2047CT	HP COPY REAM 20# 11	XEROX	RM	
3	SCP050	RECYCLED COPY 10-R CASE	SUGAR MADE	CT	
4	W35165-03	GOJO FMX GREEN CERTIFIED SOAP	GOJO	CT	
5	P1OX9001-CTN	10-REAM CASE X-9 11"	BOISE	CT	
6	S1CE505A	HP TONER CE505A 05A BLK	HP	EA	
7	S1CE412A	HP TONER CE412A 305A YLW	HEWLET	EA	
8	S1CE411A	HP TONER CE411A 305A CYN	HEWLET	EA	
9	S1CE413A	HP TONER CE413A 305A MAG	HEWLET	EA	
10	P1OX9001-CTN	10-REAM CASE X-9 11"	BOISE	CT	
11	S1CE285A	HP TONER CE285A 85A BLK	HP	EA	
12	S1CE285D	HP TONER CE285D 85A BLK DUAL	HEWLET	PK	
13	S1CE390A	HP 90A BLACK TONER CARTRIDGE	HEWLET	EA	
14	S1C2P01FN#140	HP INK 951 CMY/950XL BLK CMB PCK	HEWLET	EA	
15	S1CE278D	HP TONER CE278D 78A BLK DUAL	HEWLET	PK	
16	S1CE410A	HP TONER CE410A 305A BLK	HEWLET	EA	
17	S1CE255A	HP TONER CE255A 55A BLK	HP	EA	
18	S1C9353FN#140	HP INK 96/97 COMBO BLK/CLR	HP	PK	
19	S1CE251A	HP TONER CE251A CYAN	HP	EA	
20	S1CE252A	HP TONER CE252A YELLOW	HP	EA	
21	S1CF370AM	HP 305A CYM TRIPK LJ TONER CTG	HEWLET	EA	
22	L23200720	LAM POUCH 3 MIL 11.25X17.25 CR	GBC	BX	
23	S1CE253A	HP TONER CE253A MAGENTA	HP	EA	
24	S1CZ138FN#140	HP INK 61 CLR/61XL BLK CMB PCK	HEWLET	EA	

LINE ITEM	MODEL NUMBER	ITEM DESCRIPTION	VENDOR	UOM	PRICE
25	E4LLR54850	CHAIR,MESH,ERGO	LORELL	EA	
26	A530252	LABELS FOR LABERWRITER PRINTER	ESSELT	BX	
27	J427E	HD INSTANT EASEL 15"- 63"	QUARTE	EA	
28	S1CF212A	HP TONER 131A YELLOW LJ	HEWLET	EA	
29	S1CF211A	HP TONER 131A CYAN LJ	HEWLET	EA	
30	E5785LP	5 DRW LAT FILE BLK	HON	EA	
31	A574541	NAMEBADGE CLIP 3X4 100PK	AVERY	BX	
32	CE390A	HP 90A BLACK TONER	HP	EA	
33	E4OM06656	MFMC 400 MULTIFUN MNGR BLACK	TUL	EA	
34	S1TN310Y	BROTHR STDRD YLD TN310Y YW TNR	BROTHER	EA	
35	S1CF213A	HP TONER 131A MAGENTA LJ CRTDG	HEWLET	EA	
36	S1CB436A	HP TONER CB436A 36A BLK	HP	EA	
37	S1CF280A	HP 80A BLACK TONER CARTRIDGE	HEWLET	EA	
38	Q81752264	LABELWRITER 450	DYMO	EA	
39	S1MCR90AM	HP 90A MICR TONER	MICR P	EA	
40	11987	FOLDERS FILE LTR-SIZE ASSTD	SMEAD	BX	
41	N280001	EXPO LOW ODOR CHISEL BLACK DZ	EXPO	DZ	
42	S1CF402A	HP 201A YELLOW LJ TONER	HP	EA	
43	S1CF210A	HP TONER 131A BLACK LJ CART	HEWLET	EA	
44	S1CE278A	HP TONER CE278A 78A BLK	HP	EA	
45	S1CH563WN#140	HP 61XL BLACK INK CARTRIDGE	HP	EA	
46	A731108	PAPER TABLECOVER 54"X108" WHT	TATCO	CT	
47	S1C9363WN#140	HP INK 97 TRI CLR	HP	EA	
48	E6EF200XLB	ANTI-GLARE RADIATION FILTER	3M	EA	
49	S1CF400A	HP 201A BLACK LJ TONER	HP	EA	
50	600K12	TAPE CELO .75X1296 16 PACK	3M	PK	
51	H154501	545 STANDARD STAPLER BLACK	SWINGL	EA	

LINE ITEM	MODEL NUMBER	ITEM DESCRIPTION	VENDOR	UOM	PRICE
52	N1GSM609BK	ROUND STIC 60-COUNT BLACK	BIC	BX	
53	N1GSM609BE	ROUND STIC BLUE 60CT	BIC	BX	
54	A8C-38-BK	TAPE DISP BASIC BLACK	SCOTCH	EA	
55	J481505	EXPO DRY ERASER	EXPO	EA	
56	10401	FILE FLDR LTR 1/3CUT MAN 100CT	SMEAD	BX	
57	N513830	TICONDEROGA #2 PENCIL	TICOND	BX	
58	63975	LEGAL PAD CAN 8.5X11 12PK	TOPS	DZ	
59	4152-15	HANG FILE FLDR LGL 1/5CUT 25BX	PENDAFLEX	BX	
60	B3702600517	2017RY MTHLY PLNR BK BLK 9X11	AT-A-G	EA	
61	A7101243	NATURAL SPRING WATER 1/2L 24PK	DEER P	CT	
62	N189465	PROFILE RT BP BLK DZ	PAPER	DZ	
63	A5TZE-231	BRTH LT BLK ON WHT 1/2"	BROTHE	EA	
64	CPOA	COLOR PUSH PINS 250CT	GEM	BX	
65	A735110	COFFEEMATE LIQUID CREAMER RE	NESTLE	BX	
66	72100	VALUE PK LRG BNDR CLIPS 48PK	ACCO	PK	
67	N189466	PEN PROFILE PAPERMATE BLUE	PAPER	DZ	
68	W39674-12	ALOE SANITIZER PUMP 8OZ	PURELL	EA	
69	P13R05857	PAPER,COPY,20#,LTR,GRN,500 SHT	XEROX	RM	
70	A9WOELP418	EXACTLINER CORR FILM 4 PACK	BIC	PK	
71	P13R05856	PAPER,COPY,20#,LTR,BLUE,500SHT	XEROX	EA	
72	B3E7175017	2017RY DAILY DESK CAL REFL 3X6	AT-A-G	EA	
73	L9QU1500B20Z10	QUANTUM AA 20/PK	DURACE	PK	
74	A2DS330SSVA	POP-UP NOTE DISPENSER	POST-I	PK	
75	N281045	LOW ODOR CHISEL MRKR 16CT ASST	EXPO	ST	
76	63975	LEGAL PAD CAN 8.5X11 12PK	TOPS	DZ	
77	B3E717T5017	2017RY DLY DSKCAL TAB RFL 3X6	AT-A-G	EA	
78	A9WOFQD12WHI	LIQUID PAPER WHT 12/BX	BIC	DZ	
79	P13R05858	PAPER,COPY,20#,LTR,YELW,500SHT	XEROX	RM	

LINE ITEM	MODEL NUMBER	ITEM DESCRIPTION	VENDOR	UOM	PRICE
80	S13730	FF 1/3 CUT LEGAL MANILA 100 CT	SJ PAPER	BX	
81	DPSXL	100OZ GAS DUSTER	DUST OFF	PK	
82	A2R330-14YWM	POP-UP NOTES 3X3 YELLOW/NEON	POST-I	PK	
83	N280003	EXPO LOW ODOR CHISEL BLUE DZ	EXPO	DZ	
84	N281043	EXPO MARKER 4NEW COLORS 12CT	EXPO	BX	
85	P1OX9004	CASCADE COPY PAPER LEGAL	BOISE	RM	
86	L288010	QUICKFIT RR VIEW BNDR 1" WE	STRIDE	EA	
87	W377925	4IN1 WIPES OCEAN FRESH 80	LYSOL	EA	
88	R330-18CP	3M NOTE 3X3 18PK YELLOW	3M	PK	
89	N283001	EXPO MARKER BLACK 12 PACK	EXPO	DZ	
90	F162702	FF MICROBGRD MN 1/3 LTR 100/BX	PENDAF	BX	
91	L2OM02885	FOLDER 2 POCKET GREEN 25PK	OFFICE	PK	
92	A8C-40-BK	DELUXE TAPE DISPENSER-BLK	SCOTCH	EA	
93	GG250000-11	2011RY TWO-COLOR DSK PD,22X17	AT-A-G	EA	
94	L288030	QUICKFIT RR VIEW BNDR 2" WE	STRIDE	EA	
95	35101	STANDARD STAPLES-3PK	SWINGLINE	PK	
96	L288020	QUICKFIT RR VIEW BNDR 1.5" WE	STRIDE	EA	
97	H135450	FULL STRIP STAPLES 5000 BOX	SWINGL	BX	
98	600H2	3M INVISIBLE TAPE 3/4"X1296" 2PK	3M	PK	
99	S1CH564WN#140	HP 61XL TRI-COLOR INK	HP	EA	
100	W330112	DISINFECTING WIPES CLOROX 3 PK	CLOROX	BX	

Part III:

Vendors are instructed to apply the best percentage of discount for each of the following categories:

<u>CATEGORY</u>	<u>PERCENT OF DISCOUNT</u>
1. General office supplies excluding contracted items in Section 5; Part I and Part II	_____
2. Office Furniture	_____
3. Electronics/Technology	_____
4. Toner Cartridges: a. OEM	_____
b. Generic	_____

Authorized Signature: _____

Title: _____

Date: _____

Appendix A – Required Forms/Certificates

STATEMENT OF COMPLIANCE

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

2. We, the Undersigned, a sole proprietor/partnership/corporation created and existing under the laws of the State of _____, has its business at

Vendor Name _____

Vendor Address _____

Telephone _____

Fax _____

E-Mail _____

Sign by _____
Proprietor/Principal/President

Attested by _____
Secretary



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

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

- _____ 1. If the Contractor/Vendor has a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs.
A photo copy of the letter of approval is to be submitted to the public agency.
- _____ 2. If the Contractor/Vendor has a Certificate of Employee Information Report.

A photo copy of the Certificate is to be submitted to the public agency.
The number is:_____.
- _____ 3. If Contractor/Vendor has none of the above, the public agency is required to provide the Contractor/Vendor with an A.A.302 Affirmative Action Employee Information Report.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



PURCHASING DEPARTMENT

NON-COLLUSION STATEMENT

DATE: _____

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

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

NON-COLLUSION STATEMENT

New Jersey City University requires as a condition precedent to acceptance of RFP 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 RFP 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 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 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. ¹
- **“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.

¹Contributions 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**

All Equity partners of a Partnership

All Equity members of a LLC

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 _____
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.
<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 , 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 COUNTRY	Reasons why services cannot be performed in USA
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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.

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.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one 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) ▶ _____ Note. 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) ▶ _____	
	4 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>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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.

Social security number											
				-			-				
or											
Employer identification number											
				-							

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.

Sign Here	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.

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

Procurement 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

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 email above.

Supplier Name:					
PURCHASE ORDER INFORMATION					
Mailing Address:					
City:		State:		ZIP:	
Sales Contact:				Title:	
Direct Phone:		General Phone:		Fax:	
Email Address:		General Email:			
PO Dispatch Email Address <i>(for use in auto dispatch):</i>					
REMIT TO INFORMATION <i>(if different from above)</i>					
Mailing Address:					
City:		State:		ZIP:	
AP Contact:				Title:	
Direct Phone:		General Phone:		Fax:	
Email Address:		General Email:			

 TYPE OF BUSINESS: (CHECK ALL THAT APPLY)

MINORITY BUSINESS ENTERPRISE (MBE):

- | | | |
|--|--|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian American | <input type="checkbox"/> Multiple Ethnicities |
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Native American | <input type="checkbox"/> Unspecified |

WOMEN BUSINESS ENTERPRISE (WBE)

SMALL BUSINESS ENTERPRISE (SBE)

NONE OF THE ABOVE

OTHER *(please describe):* _____

I ATTEST THAT 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 OBLIGES THE UNIVERSITY OR GUARANTEES OPPORTUNITIES TO BID OR RECEIVE ORDERS.

SIGNATURE _____ DATE _____

**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.

AUTHORIZED SIGNATURE

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: _____