



Request for Proposals

HEATING, VENTILATION AND AIR CONDITIONING PREVENTATIVE MAINTENANCE AND REPAIR CONTRACT

RFP #18-010

Issuance Date: 3/13/2018

Bid Opening: 3/29/2018

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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") to secure the services of a qualified Heating, Ventilation and Air Conditioning (HVAC) contractor to provide preventative maintenance services as specified in the Scope of Work and

routine and emergency service for the duration of the contract on all specified air conditioning, refrigeration, ventilation and heating systems.

The intent of this RFP is to award a contract to a 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 contractor 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 commencing from the date of award renewable at the option of the University for two (2) additional one (1) year terms.

If, at any time during the term of this award either the University or the contractor 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 ninety (90) days written notice.

Should additional work be required, which is beyond the scope of this RFP but is related to the overall contract, the contractor 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	March 13, 2018
Pre-Bid Meeting and Site Inspection	March 16, 2018 at 10:00 am
Questions Due from Bidders	March 21, 2018
NJCU Response to Bidders with advertised Addendum #1	March 26, 2018
Bid Proposals Due	March 29, 2018, by 2:00pm

1.3.1 PRE-BID MEETING AND SITE INSPECTION

A Pre-Bid Meeting and Site Inspection will be held on **March 16, 2018; at 10:00 a.m. at New Jersey City University, 2039 Kennedy Boulevard, Hepburn Hall, First Floor, Room H111, Jersey City, New Jersey 07305. Bidders are advised that attendance at both the Pre-bid Meeting and Site Inspection is strongly recommended.** The University has scheduled one (1) Site Inspection. Please ensure that all sub-contractors and/or your project team are present. There will not be any additional Site Inspections scheduled. No special consideration will be provided to any bidder that does not attend the recommended Pre-Bid Meeting and/or Site Inspection.

1.3.2 QUESTION AND ANSWER PERIOD

Inquiries regarding this RFP must be submitted in writing and can either be e-mailed to Edie DelVecchio, edelvechchio@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.

1.3.3 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, contractors should:

Submit one (1) hard copy marked original, and one (1) digital copy on either CD or flash drive of its proposal in accordance with the bid submission deadline contained herein, which must be received no later than **2:00 PM on March 29, 2018** to the following location:

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

Responses received after this time and date will not be considered. 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 # 18-010** 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 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 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

The scope of work for this contract is broken down into four (4) service levels:

- Chiller Maintenance Service
- Preventative Maintenance Service
- Premium Contract Service
- Boiler Maintenance Services

On the attached equipment list, Appendix C, the associated service level for each piece of equipment will be indicated. Details for each of the service levels shall be as follows:

2.1 CHILLER MAINTENANCE SERVICES

2.1.1 The contract price shall include the cost of all preventive maintenance work, emergency and routine service calls.

2.1.2 The contractor during the months of May, June, July, August and September will perform an inspection of all equipment under this service level once per week. The contractor will ensure proper operation of the equipment, perform a purge on the units as required and ensure the equipment is producing the chilled water at the required set point. If the chiller is not producing chilled water at set point, the contractor is to notify the Director of Facilities before leaving the campus. At a minimal, the contractor shall perform the following each week:

- a) Record the chiller operating data and general conditions on a log book that will be left at each chiller. At the start of the contract, the contractor shall provide the log book for each chiller.
- b) Review the chiller operating history (if available on the unit) and review with University personnel any issues during the past week.
- c) Check the solution and refrigerant pump / refrigerant compressors for proper operation.
- d) Check the purge pump operation and change the oil as required.

- 2.1.3 Inspect all electrical connections, switches, contactors, relays, etc. for tightness and operation. If check requires shut down of the chiller, approval from the Director of Facilities or his designate must be obtained before shutting down the unit.
- 2.1.4 Contractor shall check the condenser fan(s) for proper operation. This shall include checking fan conditions to ensure fans are operating correctly. If check requires shut down of the piece of equipment, approval from the Director of Facilities or his designate must be obtained before shutting down the unit.
- 2.1.5 The contractor during the months of May, June, July, August and September shall respond at no additional cost to the University for a Service Call on the equipment included in this equipment list. The contractor shall respond within 2 hours of a service call regardless of the time. The buildings serviced by these chillers do not have a backup cooling system. A quote shall be provided for all materials necessary for repairs
- 2.1.6 The replacement labor and material costs of the following parts or components for each natural gas and steam absorption chiller shall not be included in the contract price:
- a) Refrigerant pump and motor
 - b) Absorber pump and motor
 - c) Solution pump and motor
 - d) Absorber tube bundle
 - e) Evaporator tube bundle
 - f) Condenser tube bundle
 - g) Generator tube bundle
 - h) Steam control valve.
 - i) Refrigerant Cost
- 2.1.7 The replacement labor and material costs of the following parts or components for each water cooled and air cooled electric chiller shall not be included in the contract price:
- a) Chilled water tube bundle
 - b) Condenser tube bundle
 - c) Air Cooled Condenser Section
 - d) Drive Line (compressor and associated motor)
 - e) Refrigerant Cost (labor to add refrigerant to the system shall be part of the contract

2.1.8 A quote shall be provided for all materials needed for repair of above listed components

2.1.9 All parts replaced by the vendor must be of correct design and compatible with existing components. Parts are to be installed in accordance with manufacturers' recommendations. All replacement parts shall be new unless the use of rebuilt or reconditioned items is approved by the University prior to installation.

2.1.10 All pre-season / winter work shall be completed by March 1 of the current year of the contract.

2.1.11 PRE-SEASON / WINTER WORK

- a) The contractor must drop heads at both ends of the machines and mechanically brush clean the condenser and absorber tubes on the absorption chillers and the condenser tubes on the electric chillers. All materials, including gaskets, to perform the cleaning shall be included in the price.
- b) The contractor shall power wash the air cooled condenser portion of the unit. Contractor shall take before and after pictures of the condenser to demonstrate the equipment has been cleaned.
- c) Once per year, contractor shall change the oil in the compressor on applicable units.
- d) Contractor shall check the condenser fan(s) for proper operation. This shall include checking fan conditions to ensure fans are operating correctly.
- e) On the second year of the contract, the contractor shall drop one evaporator head and mechanically brush clean the evaporator tubes.
- f) The contractor must check out each machine to insure that all parts and components of the machine are in satisfactory working condition. The contractor is to identify any worn or defective parts. The contractor must replace solution filters and gaskets and dispose of old solution filters on the absorption chillers at no cost to the university.
- g) The contractor must check all electrical connections at starters and controls.
- h) Check the system for leaks and identify any leak sources.
- i) Add refrigerant to the system
- j) Check the operation of the chiller control system.
- k) Cooling season startup shall be performed between April 16 and May 1 each year.

2.1.12 OPERATION

- a) The contractor must check condition and operation of all controls and safeties and recalibrate controls relating to the operation of the chiller. This shall include checking

safety shutdown operations (condenser water flow, evaporator water flow, high condenser water temp shutdown, etc.), checking all terminals, contactors and tightening connectors as required. Contractor shall report any issues found

- b) After Contractor has started the machines and unit is on line, all temperatures within the absorber, condenser, evaporator and generator must be recorded on each unit and submitted with a report on the performance of each unit.
- c) During PM work, and with approval from the director, contractor is to simulate problems on all safety controls to insure that they are all working properly. This shall include but not limited to condenser and evaporator flow switches, system shutdown safety due to high condenser or evaporator temperatures, etc. A separate quote shall be provided for any materials needed for restoration of equipment to proper operation.
- d) Contractor shall check the refrigerant level once the system is operational and add refrigerant as required. Contractor shall furnish proposal to add refrigerant.

2.1.17 The contractor is to draw a solution sample from each absorber after 21 days of operation. The contractor is to take a sample of the refrigerant in each absorber and have it analyzed for inhibitor level and impurities. If inhibitor is adjusted, an additional sample is to be taken and re-tested within 7 days. Check specific gravity of refrigerant and adjust as required. The contractor is to submit a written report to the using agency showing the chemical make-up of the solution samples, this report is to be from an independent laboratory approved by the using agency, with a minimum of 3 years' experience in the testing of absorber solutions. Contractor must also take necessary action within ten days of receipt of solution analysis to supply and install any and all required chemicals and additives, to bring absorber solutions to within manufacturers specifications; all at no cost to the University. Contractor is to leak test the machines and add Octyl alcohol as required. Contractor is to check the operation of the vacuum pump, change the oil and repair the vacuum pump if necessary.

2.1.18 The contractor as part of the bid shall contract with Broad USA or equivalent to perform the required annual maintenance on the Broad Natural Gas Fired Absorber located within the Visual Arts Building in order to maintain the current warrantee on the unit. The contractor shall submit to the University the associated service report indicating that the maintenance and operation of the unit is in compliance with the warrantee requirements each season and meets the warrantee requirements of Broad USA.

2.1.19 The contractor shall include as part of the service contract the associated labor to change the Broad Natural Gas Fired Chiller in the Visual Arts Building from cooling mode to heating mode at the end of the cooling season and back to cooling mode at the end of the heating season. The contractor shall perform each operation once per year. The Visual Arts Building does have a backup hot water boiler for building heat. Low pressure boiler equipment list is attached as Appendix C.

2.2 PREVENTATIVE MAINTENANCE SERVICE

2.2.1 The contract price shall include the cost of all preventive maintenance work, tools, equipment, and transportation during contract period for the unitary refrigeration equipment as per the equipment list.

2.2.2 During the first visit, the contractor shall put an identification tag on each piece of equipment so that in the event of a piece of equipment failure during the contract, the University can call in for service with the equipment identification number.

2.2.3 The contractor shall perform 4 (four) preventative maintenance services on the equipment during each year of the service contract. The contractor shall develop the schedule of the preventative maintenance with the Director of Facilities at the beginning of the service contract. The services visits should be spread out during the year for those equipment that runs year round (ice machines, refrigerators, freezers, etc.) and closer for the seasonal equipment (air cooled chillers, DX Air Handling Units, etc.).

2.2.4 The preventative maintenance services shall include but not limited to the following:

- a) Check the system for refrigerant leaks and identify any leak sources.
- b) Check refrigerant level in the equipment. Labor to add refrigerant to the system shall be part of the contract but the cost of the refrigerant shall not be included in the maintenance cost.
- c) Inspect all electrical connections, switches, contactors, relays, etc. for tightness and operation. If check requires shut down of the piece of equipment, approval from the Director of Facilities or his designate must be obtained before shutting down the unit.
- d) Contractor shall check the condenser fan(s) for proper operation. This shall include checking fan conditions to ensure fans are operating correctly. If check requires shut down of the piece of equipment, approval from the Director of Facilities or his designate must be obtained before shutting down the unit. Note that the University

is closed on Friday's during the months of June, July and August. The University maintenance staff does work on these days which are a good time to perform such checks as most equipment is off.

- e) Contractor to check oil level.
- f) Check hot gas bypass for proper operation on applicable units.
- g) Check low ambient operation on applicable equipment.
- h) Check and record chilled water inlet and outlet temperature on applicable units. If chilled water temperature is above set point, contractor to notify the Director of Facilities prior to leaving the campus.

2.2.5 Once a year, the contractor shall clean (vacuum interior units or power wash exterior units) the air cooled condenser portion of the unit. Contractor shall take before and after pictures of the condenser to demonstrate the equipment has been cleaned.

2.2.6 Once per year, contractor shall change the oil in the compressor on applicable units.

2.2.7 Any component that requires replacement is not to be included in the cost of the contract. Replacement parts and labor to replace said items shall be invoiced separate. Contractor to obtain approval from the Director of Facilities prior to ordering / replacing such parts. Any material ordered without prior approval will not be charged to the University.

2.2.8 The contractor is not responsible for the air side components of DX air handling units. This includes the air handling units air moving fan(s), belts, filters, dampers, etc. If during the inspection the contractor notices any issues with the unit, the contractor is to notify the Director of Facilities prior to leaving the campus.

2.2.9 Record the equipment operating data and general conditions on a log sheet/book that will be left at each piece of equipment. At the start of the contract, the contractor shall provide the log sheet / book for each piece of equipment.

2.3 PREMIUM CONTRACT SERVICE

2.3.1 As part of the Premium Service Contract, the contractor shall include all services listed in the Preventative Maintenance Service section of this RFP and the additional services as listed in this section. The equipment listed in this section is considered critical equipment to the University. The contractor will be responsible to maintain all aspects of the equipment, including repair or replacement materials, parts and labor of the evaporator section and condenser section.

2.3.2 The contractor is responsible for parts on the equipment that fails at no additional cost to the University. This shall include but not limited to the following:

- a) Evaporator and condenser fan motor(s) and fan wheel(s)
- b) Drive Line (compressor and associated motor)
- c) Equipment Humidifier
- d) Refrigerant components (TXV, hot gas bypass, low ambient, refrigerant filter, etc.)
- e) Electrical Components within the equipment.
- f) Damper and damper actuators
- g) Associated space temperature control component (space thermostat or return air temperature sensors)
- h) All safety components of the unit
- i) All temperature, humidity and pressure sensors on the unit
- j) Any microprocessors or control board that operates the unit.
- k) Any local display units on the equipment

2.3.3 The contractor will be responsible to respond to any service call for this equipment 24 hours per day year round. The cost of these service calls shall be included in the price of the maintenance contract. The contractor shall have a two (2) hour response time for emergency service calls.

2.3.4 The contractor is responsible for performing the follow additional preventative maintenance work on the equipment:

- a) Grease fan and motor bearings on applicable units
- b) Replace air filters at a minimal twice per year or as needed to maintain the unit in good operating condition.

2.3.5 As listed in the previous section, if refrigerant is needed to be added to the unit, the cost of the refrigerant shall not be included in the cost of the contract but the labor to add the refrigerant shall be included in the cost of the contract.

2.4 BOILER MAINTENANCE SERVICES

On the attached Appendix B, the University has provided the boiler list with locations and model numbers.

2.4.1 The contract price shall include the cost of all preventive maintenance work, tools, equipment, and transportation during contract period for the natural gas fired boilers / hot water generators.

- 2.4.2 During the first visit, the contractor shall put an identification tag on each piece of equipment so that in the event of a piece of equipment failure during the contract, the University can call in for service with the equipment identification number.
- 2.4.3 The contractor shall perform 3 (three) preventative maintenance services on the equipment during each year of the service contract. The contractor shall develop the schedule of the preventative maintenance with the Director of Facilities at the beginning of the service contract. The service visits should be spread out during the year for that equipment that runs year round (hot water heaters and reheat boilers) and closer for the seasonal equipment (boilers that provide heat in the winter only).
- 2.4.4 The preventative maintenance services shall include but not limited to the following:
- a) Check equipment safeties (low water cut off, etc.) for proper operation. If check requires shut down of the piece of equipment, approval from the Director of Facilities or his designate must be obtained before shutting down the unit.
 - b) Check combustion controls to ensure proper and efficient operation (gas valve, forced draft air damper, etc.) of the boiler.
 - c) Check combustion air damper / device to ensure combustion air is being supplied to the boiler room.
 - d) Check boiler recirculation pump to ensure proper operation.
 - e) Once per year, the contractor shall perform a stack gas analysis to ensure the boiler is operating as efficient as possible. The contractor shall tune the boiler as required to ensure efficient operation of the boiler.
 - f) Record the equipment operating data and general conditions on a log sheet/book that will be left at each piece of equipment. At the start of the contract, the contractor shall provide the log sheet / book for each piece of equipment.
 - g) Chemical treatment of the boilers is not included in this contract. This is already under contract.
 - h) Additional Requirements:
 - i. Environmental Compliance
 - The contractor must comply with all Environmental Protection Agency and State of New Jersey regulations regarding the service and the disposal of refrigerants. The contractor shall bear all costs and perform

all work associated with adverse environmental situations caused by the contractor. The contractor must provide copies of applicable EPA refrigerant recovery and recycling device certification and technician certifications. In the event waste or other material that requires special storage or handling under state or federal regulations is generated, the contractor shall notify the Engineer in Charge of Maintenance, an Associate Director of Facilities, or Director of Facilities.

ii. Supervision and Qualifications of Personnel

- Recognizing the need to maintain diligent managerial supervision pursuant to this Agreement, the contractor shall appoint maintenance Supervisor who will be responsible for supervision and coordination of all on-site employees and their duties herein specified. Diligent efforts shall be made by the Maintenance Supervisor for weekly visits as appropriate.
- It is recognized that at times the nature of work performed does not lend itself to being neat, but every reasonable effort should be expended to present a clean and neat appearance at all times in public areas. The contractor shall remove all debris and waste generated by his work. Such debris and waste must be removed from the University property by the contractor. Each person will be required to wear his name tag at all times and safety equipment as appropriate.
- The Maintenance Supervisor and the Mechanic will each be authorized by the contractor to receive and put into effect promptly all reasonable orders, directions and instructions from the New Jersey City University provided the instructions do not adversely affect this Agreement or the safe operation of the equipment. Either the Supervisor or the Mechanic must be available and must be on-page call to revise such orders, directions and instructions.
- The contractor will use all reasonable care, consistent with its rights to manage and control its operation, not to employ any person or use any labor, or use or have any equipment or permit any condition to exist which will or may cause or be conducive to any labor complaints, troubles, disputes, controversies, or unsafe conditions at the buildings of New Jersey City University. Any non-conforming employees of the contractor or his sub-contractors will be removed immediately from the buildings and from the immediate surrounding areas.

- The contractor will observe and obey (and compel its officers, employees, guests, invites and those doing business with it to observe and obey) the rules, and security regulations of the New Jersey City University in effect for visitors and employees and such further reasonable rules and regulations which may be in effect during the period of this Agreement for reasons of safety, health, preservation of property, maintenance of an orderly appearance, or efficient operation of the Building.

iii. Misuse or Negligence

- It is agreed that the contractor shall not make replacements or repairs necessitated by reason of negligence or misuse of the equipment on the part of university personnel, or by reason of any other cause except ordinary wear and tear. No part is to be replaced without prior written approval by the Engineer-in-Charge or his representative.
- Renewals or repairs necessitated by reason of negligence or misuse of the equipment by university personnel, or by reason of any other cause beyond the control of the contractor, except ordinary wear and tear, shall not be the responsibility of the contractor.

iv. Loss, Damage or Delay

- Neither party to this Agreement will be liable to the other party hereto for any loss due to any cause beyond each party's reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or act of God. Provided, however, that, should loss of or damage to air conditioning or refrigerant material or work occur at the Buildings, New Jersey City University will compensate the contractor therefore unless such loss of damage results from the contractor's own acts or omissions. Under no circumstances will either party be liable to the other for consequential damages.

2.4.5 Emergency Service Calls for each of the Service Levels shall be as follows:

a) Chiller Maintenance Services

- As part of the maintenance contract cost, the contractor shall include the labor and material cost to repair the chillers included in this service level during the stated cooling season (May, June, July, August and September) for all material detailed in the Chiller Maintenance Services

section. The contractor shall respond with 2 hours of a service call of an issue with the chiller. If the operational issue is not related to the chiller itself, the contractor can submit for invoicing based on the contracted hourly rate.

b) Preventative Maintenance Service

- i. If the contractor is called for services for any equipment listed under this service level, the associated labor and material can be invoiced outside of the maintenance contract cost based on the contracted hourly rate.

c) Premium Contract Service

- i. If the contractor is called for services for any equipment listed under this service level, the associated labor and material cost for the repair shall be included in the service contract cost. The contractor shall respond with 2 hours of a service call, 24 hours per day, year round.

d) Boiler Maintenance Services

- i. If the contractor is called for services for any equipment listed under this service level, the associated labor and material can be invoiced outside of the maintenance contract cost based on the contracted hourly rate.
- ii. For any Emergency Service Calls, repairs shall be made to restore the equipment to operating order. If repairs cannot be made immediately, the contractor shall notify the Director of Facilities as to the reason why.

2.4.6 Reports by New Jersey City University

- a) New Jersey City University shall, at its discretion, retain the services of a consultant to review the installation and quality of maintenance being performed. Said consultant may, at its discretion, provide a report of his findings, portions of which shall be forwarded to the contractor for appropriate action.

2.4.7 Accidents Reports

- a) In the event of accidents of any kind, the contractor shall furnish New Jersey City University and the Engineer in Charge with copies of all accident reports. The reports shall be sent without delay and at the same time that they are forwarded to any other parties.

2.4.8 Preventative Maintenance Program

- a) Within one month of the commencement of the contract, the contractor must present a preventive Maintenance Program to the Facilities Department. This program shall detail proposed PM work and schedules for each type of equipment listed in Appendix B attached. No payments will be made until this program is approved by the Director of Facilities.

2.4.9 Inspection

- a) Designated New Jersey City University's employees or third parties will have the right at all times to examine the supplies, materials, equipment used by the Contractor at the Buildings, and to observe the operations of the contractor.

2.4.10 Safety and Accident Prevention

- a) The contractor shall comply with the health and safety regulations of governing codes, laws and ordinances. Contractor shall take all reasonable steps and precautions to protect health, and minimize danger from all hazards to life and property. The contractor is responsible for conducting all work activity associated with this contract in strict conformance with all applicable OSHA standards and/or local and state regulations.

2.4.11 Protection of Work and Property

- a) The contractor shall continuously maintain adequate protection of all his work from damage and shall protect New Jersey City University property from injury or loss arising out of this contract. The contractor shall make good any such damages, injury or loss, except such as may be directly caused by agents or employees of New Jersey City University.
- b) The contractor will erect barricades and railings, give warnings, display lights, screens or signs and exercise precautions as may be reasonably necessary to prevent injury or damage, and to avoid inconvenience to pedestrian movements.

2.4.12 Contractor Obligations

- a) Immediately report by telephone to New Jersey City University all accidents of which it has knowledge arising out of, or in connection with, the contractor's operations hereunder which result in death or injury to any person or damage to, or theft of, any property. As soon thereafter as practical, such accidents will be reported in writing to New Jersey City University setting forth such details as New Jersey City University's representatives may reasonably require. The contractor will also comply

with all current or future OSHA requirements including those regarding notification in case of fatal or other serious accidents and its safety practices in the Buildings.

- b) The contractor shall exercise every reasonable precaution performance of the contractor's obligations hereunder to prevent injury to persons or damage to property and avoid inconvenience to the employees of New Jersey City University, employees of the tenants of their invites and visitors while in the Buildings.
- c) The contractor will erect barricades and railings, give warnings, display lights, screens or signs and exercise precautions as may be reasonably necessary to prevent injury or damage, and to avoid inconvenience to pedestrian movements.

2.4.13 Method of Inspection of Work and Liquidation of Damages for Non-Performance

- a) 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.
- b) 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 maintenance functions herein agreed to be performed by the contractor, or any event, regardless of cause, which results in a substantial interruption of service of the equipment to be maintained hereunder, 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 (without intending to limit the generality of the foregoing, it shall be deemed that strikes, lockouts, fire or explosion occurring outside the equipment, theft, floods, riots, civil commotion, war, acts of God and acts of government not yet specifically proposed or taken are beyond the contractor's control), may be exercised by New Jersey City University with agreed upon payment of termination charges.
- c) New Jersey City University reserves the right to make inspections and tests with its own resources or by those of a third party as and when deemed necessary.
- d) New Jersey City University reserves the right to temporarily employ other qualified service personnel if the contractor has defaulted in carrying out its obligations hereunder and has failed to correct such default within a reasonable time, as

mutually agreed upon, following written notice from New Jersey City University. New Jersey City University reserves the right to temporarily suspend or cancel this Agreement on 24 hours written notice in the event that the contractor has materially breached the terms of this Agreement.

- e) Approximately three months prior to the end of the contract term, New Jersey City University will make a thorough maintenance inspection of all systems covered under the contract. At the conclusion of this inspection, New Jersey City University shall give the contractor written notice of any deficiencies found. The contractor shall be responsible for correction of these deficiencies within 30 days after receipt of such notice.

2.4.14 Transitional Period

- a) Upon contract expiration and prior to commencement of a new contract, the contractor shall continue service until the new contract commences. At no time shall this service extend more than 60 days beyond the expiration date of the existing contract. Vendor will be reimbursed for this service at the prior contract rate schedule.
- b) Periodically and prior to expiration, university and contractor personnel shall jointly inspect work performed by the contractor during the period of the contract. All deficiencies and deviations from scope of work and specifications shall be corrected prior to final payment.

2.5 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

New Jersey City University Proposal Form

Date: _____

New Jersey City University HVAC Preventive Maintenance & Service Contract

Proposal submitted by: _____

Having carefully read and examined the Contract Documents entitled New Jersey City University Bid Specifications for Preventative Maintenance and Service Contract for Heating, Air Conditioning and Refrigeration Systems RFP #18-010 opening March 6, 2018 at 2:00 PM, and having inspected the site and conditions affecting the work, the undersigned proposes to furnish everything, called for by the said Documents for the lump sum as follows:

Year 1 Monthly Cost for each Service Level

Chiller Maintenance Service	\$ _____
Preventative Maintenance Service	\$ _____
Premium Contract Service	\$ _____
Boiler Maintenance Service	\$ _____

Year 1 Hourly Rate for Emergency Service Calls:

Monday through Friday between 7:30am and 4pm	\$ _____ per hour
Monday through Friday between 4pm and 7:30am	\$ _____ per hour
Saturday and Sunday between 12am and 12 pm	\$ _____ per hour
Standard Federal Holidays between 12am and 12 pm	\$ _____ per hour

Percent Markup for material purchased under the contract. _____

**New Jersey City University
Proposal Form**

Date: _____

New Jersey City University HVAC Preventive Maintenance & Service Contract

Proposal submitted by: _____

Having carefully read and examined the Contract Documents entitled New Jersey City University Bid Specifications for Preventative Maintenance and Service Contract for Heating, Air Conditioning and Refrigeration Systems RFP #18-010 opening March 6, 2018 at 2:00 PM, and having inspected the site and conditions affecting the work, the undersigned proposes to furnish everything, called for by the said Documents for the lump sum as follows:

Year 2 Monthly Cost for each Service Level

Chiller Maintenance Service	\$ _____
Preventative Maintenance Service	\$ _____
Premium Contract Service	\$ _____
Boiler Maintenance Service	\$ _____

Year 2 Hourly Rate for Emergency Service Calls:

Monday through Friday between 7:30am and 4pm	\$ _____ per hour
Monday through Friday between 4pm and 7:30am	\$ _____ per hour
Saturday and Sunday between 12am and 12 pm	\$ _____ per hour
Standard Federal Holidays between 12am and 12 pm	\$ _____ per hour

Percent Markup for material purchased under the contract. _____

**New Jersey City University
Proposal Form**

Date: _____

New Jersey City University HVAC Preventive Maintenance & Service Contract

Proposal submitted by: _____

Having carefully read and examined the Contract Documents entitled New Jersey City University Bid Specifications for Preventative Maintenance and Service Contract for Heating, Air Conditioning and Refrigeration Systems RFP #18-010 opening March 6, 2018 at 2:00 PM, and having inspected the site and conditions affecting the work, the undersigned proposes to furnish everything, called for by the said Documents for the lump sum as follows:

Year 3 Monthly Cost for each Service Level

Chiller Maintenance Service	\$ _____
Preventative Maintenance Service	\$ _____
Premium Contract Service	\$ _____
Boiler Maintenance Service	\$ _____

Year 3 Hourly Rate for Emergency Service Calls:

Monday through Friday between 7:30am and 4pm	\$ _____ per hour
Monday through Friday between 4pm and 7:30am	\$ _____ per hour
Saturday and Sunday between 12am and 12 pm	\$ _____ per hour
Standard Federal Holidays between 12am and 12 pm	\$ _____ per hour

Percent Markup for material purchased under the contract. _____

**New Jersey City University
Proposal Form**

Date: _____

New Jersey City University HVAC Preventive Maintenance & Service Contract

Proposal submitted by: _____

Having carefully read and examined the Contract Documents entitled New Jersey City University Bid Specifications for Preventative Maintenance and Service Contract for Heating, Air Conditioning and Refrigeration Systems RFP #18-010 opening March 6, 2018 at 2:00 PM, and having inspected the site and conditions affecting the work, the undersigned proposes to furnish everything, called for by the said Documents for the lump sum as follows:

Optional Year 4 Monthly Cost for each Service Level

Chiller Maintenance Service	\$ _____
Preventative Maintenance Service	\$ _____
Premium Contract Service	\$ _____
Boiler Maintenance Service	\$ _____

Year 4 Hourly Rate for Emergency Service Calls:

Monday through Friday between 7:30am and 4pm	\$ _____ per hour
Monday through Friday between 4pm and 7:30am	\$ _____ per hour
Saturday and Sunday between 12am and 12 pm	\$ _____ per hour
Standard Federal Holidays between 12am and 12 pm	\$ _____ per hour

Percent Markup for material purchased under the contract. _____

**New Jersey City University
Proposal Form**

Date: _____

New Jersey City University HVAC Preventive Maintenance & Service Contract

Proposal submitted by: _____

Having carefully read and examined the Contract Documents entitled New Jersey City University Bid Specifications for Preventative Maintenance and Service Contract for Heating, Air Conditioning and Refrigeration Systems RFP #18-010 opening March 6, 2018 at 2:00 PM, and having inspected the site and conditions affecting the work, the undersigned proposes to furnish everything, called for by the said Documents for the lump sum as follows:

Optional Year 5 Monthly Cost for each Service Level

Chiller Maintenance Service	\$ _____
Preventative Maintenance Service	\$ _____
Premium Contract Service	\$ _____
Boiler Maintenance Service	\$ _____

Year 5 Hourly Rate for Emergency Service Calls:	
Monday through Friday between 7:30am and 4pm	\$ _____ per hour
Monday through Friday between 4pm and 7:30am	\$ _____ per hour
Saturday and Sunday between 12am and 12 pm	\$ _____ per hour
Standard Federal Holidays between 12am and 12 pm	\$ _____ per hour

Percent Markup for material purchased under the contract. _____

Please note: Failure to complete form where indicated, signed and dated will result in rejection of bid.

Appendix A – Required Forms/Certificates

Appendix B

New Jersey City University

Low Pressure Boilers

Gilligan Student Union Building

Boiler 1. DeDietrich model GT409A plan #8229-3591 sr#44726-1
drawing#73113487

Burner Cleaver Brooks Model #HG-20-1

Boiler 2 DeDietrich GT409A plan#82293591sr 44726-2

Drawing#73113487

Burner: Cleaver Brooks Model #HG-20-1

Co-Op Dorm

Boiler 1 & 2

Both

Laars - NTH 600NJX3B

Boiler 1 sr # G13221032

Boiler 2 sr # G13221031

Grossnickle Hall

Boiler 1,2,3

Laars model # PH1430IN09K1ACJX

Boiler 1 sr# CO3JO7450

Boiler 2 sr# CO3JO7448

Boiler 3 sr# CO3JO7449

Visual Arts Bldg.

Weil McLain Model 88 sr # CP4730451

Burner: Power Flame model #WCK3G25 sr # 010458113

John J Moore Athletic Center

Boiler 1 Smith - model # 19HESW11

Burner 1: Power Flame CR2G2OA sr# 091247091

Boiler 2 Smith- model 19HESW11

Burner 2 Power Flame CR2G2OA sr# 091247092

University Academy Charter School/Business Development Incubator

Boiler 1&2 Weil McLain Series 88 Model 788

Burner 1: Power Flame model J50A15 sr#090356598

Burner 2: Power Flame model J50A15 sr#055035505

Appendix C

New Jersey City University

Equipment List

APPENDIX C
EQUIPMENT LIST

	<u>BUILDING</u>	<u>MFG</u>	<u>TYPE</u>	<u>MODEL</u>	<u>SERIAL</u>	<u>LOCATION</u>	<u>SERVES</u>	<u>Service Level</u>
1	Rossey	Thermax	Absorber	SD40BCX	14	Penthouse	Building	Chiller Maintenance Service
2	Rossey	Toshiba	Cond. Unit	RAV-SP420AT2-UL	002B0003	Lower Roof	Server Rm. Ceiling Unit	Premium Contract Service
3	Rossey	Toshiba	Cond. Unit	RAV-SP420AT2-UL	002B0005	Lower Roof	Server Rm. Ceiling Unit	Premium Contract Service
4	Rossey	Toshiba	AHU	RAV-SP420UT-UL	912A0003	Server Rm. Ceiling	Server Rm.	Premium Contract Service
5	Rossey	Toshiba	AHU	RAV-SP420UT-UL	912A0005	Server Rm. Ceiling	Server Rm.	Premium Contract Service
6	Rossey	Liebert	Cond. Unit	DCDF415-Y	1110C33709	Lower Roof	Server Rm. Liebert	Premium Contract Service
7	Rossey	Liebert	Data Ctr. Cooler	DS077ASC0E1716A	C11B8E0104	Server Rm.	Server Rm.	Premium Contract Service
8	Rossey	Ari	Luxaire	TCJD60S43S3A	W1B1748456	North Side of Rossey	Server Rm. Unitary Unit	Preventative Maintenance Service
9	Rossey	Unitary	AHU	MC60D3XH1H	W1D19S3964	Server Rm.	Server Rm.	Preventative Maintenance Service
10	Fries	Trane	M Series AHU	MCCB008UA0C0UA	K05E63173	MER Dance Studio	Dance Studio/Maint. Shop	Preventative Maintenance Service
11	Fries	Trane	Pkg. System	TCD151CA40NBA	510100248D	Fries Roof	Room 146	Preventative Maintenance Service
12	Fries	McQuay	A/C Cond. Unit	ALP0370Y27	59B8511901	Fries Roof	Media AHU4	Preventative Maintenance Service
13	Fries	McQuay	A/C Cond. Unit	ALP0370Y27	59B8512001	Fries Roof	Media AHU3	Preventative Maintenance Service
14	Fries	McQuay	Pkg. System	RPS030CLS	39D0056000	Fries Roof	Media AHU1	Preventative Maintenance Service
15	Fries	Trane	A/C Cond. Unit	TTA150B405EA	50820CSAD	Fries Roof	Dance Studio AHU	Preventative Maintenance Service
16	Hepburn	Carrier	AHU	50B2N00661	04088B335543	Tele. Server Rm.	Server Rm. (H103)	Preventative Maintenance Service
17	Hepburn	McQuay	Absorber	TSA-NC-41U-ROZ	81624581	Penthouse	Building	Chiller Maintenance Service
18	Hepburn	Trane	Package Unit	SAUA-1004B	76J-15894	2nd Fl. Elev. Rm.	Elev. 1st/2nd/3rd Fl.	Preventative Maintenance Service
19	Hepburn	Unitary	Split System	BRC500601BE	40320578	Chem. Storage Roof	Rm. 131	Preventative Maintenance Service
20	Hepburn	Snyder General	Split System	C100C0	R89420022	Chem. Storage Roof	Rm. 144	Preventative Maintenance Service
21	Hepburn	Snyder General	Split System	C100C0	R89420021	Chem. Storage Roof	Rm. 147	Preventative Maintenance Service
22	Hepburn	Russell	Split System	AC5005B-10V	E04C24315106007	Outside Rm. 104	Rm. 104	Preventative Maintenance Service
23	Hepburn	Lennox	Split System	HS29-048-11Y-OPT	5803H23957	Breezeway/112E	Rm. 112E	Preventative Maintenance Service
24	Hepburn	Lennox	Split System	HS29-048-11Y-OPT	5803H23964	Breezeway/112D	Rm. 112D	Preventative Maintenance Service
25	Hepburn	Trane	Split System	TTD018C100A2	3433LFX5F	Rm. 207A Roof	Buss. Office Rm. 106	Preventative Maintenance Service
26	Hepburn	G.E.	Split System	TTA042A300A0	E23127608	Outside Rm. 113	Rm. 220	Preventative Maintenance Service
27	GSUB	McQuay	Chiller	ALS218C27ER11	STNU050800017	Roof	Entire Bldg.	Chiller Maintenance Service
28	GSUB	McQuay	Chiller	ALS218C27ER11	STNU050700017	Roof	Entire Bldg.	Chiller Maintenance Service
29	GSUB	Liebert	Split System	PFH020APL3	0525N109629	Roof	210	Preventative Maintenance Service
30	GSUB	Liebert	Split System	PFH020APL3	0525N109773	Roof	210	Preventative Maintenance Service
31	GSUB	Victory	Refrigerator	WD-500	21488	Kitchen	Kitchen	Preventative Maintenance Service
32	GSUB	Beverage Air	Refrigerator	MT45	404303	Kitchen	Kitchen	Preventative Maintenance Service
33	GSUB	TurboAir	Refrigerator	MST 28	MS2T607113	Cafeteria	Cafeteria	Preventative Maintenance Service
34	GSUB	Scotsman	Ice Machine	CME1356WE-3A	208360-11P	Cafeteria	Cafeteria	Preventative Maintenance Service
35	GSUB	Mannitonic	Ice Machine	Series 600	860618414	Kitchen	Kitchen	Preventative Maintenance Service
36	GSUB	Mannitonic	Ice Machine	QD0603W	990365088	Kitchen	Kitchen	Preventative Maintenance Service
37	GSUB	Beverage Air	Refrigerator	PT67	3406812	Kitchen	Kitchen	Preventative Maintenance Service
38	GSUB	Lennox	Cond. Unit	HS29-240-2G	5605A08711	Roof	Roof	Preventative Maintenance Service
39	GSUB	Aaon	Cond. Unit	64265	200508-BNGV01184	Roof	Roof	Preventative Maintenance Service
40	GSUB	Atlas	Buffet	WCM5	424698	Round Table Café	Round Table Café	Preventative Maintenance Service
41	GSUB	Heatcraft	Walk-in	LET106BJ	D02E04087	Kitchen	Cafeteria	Preventative Maintenance Service
42	GSUB	Heatcraft	Walk-in	ADT090AK	D04C00777	Kitchen	Cafeteria	Preventative Maintenance Service
43	GSUB	Heatcraft	Walk-in	ADT104AK	DO4B00095	Kitchen	Cafeteria	Preventative Maintenance Service
44	GSUB	QBD	Refrigerator	BC26HB	1AAA07204071005	Kitchen	Cafeteria	Preventative Maintenance Service
45	GSUB	Traulsen	Refrigerator	AHT232WVTFHG	T37242K02	Kitchen	Cafeteria	Preventative Maintenance Service
46	GSUB	Federal	Refrigerator	RSSM678SC	5092234267	Kitchen	Cafeteria	Preventative Maintenance Service
47	GSUB	True	Refrigerator	G49	1-4169898	Cafeteria	Cafeteria	Preventative Maintenance Service
48	GSUB	True	Refrigerator	TUC48LP	1-4118252	Cafeteria	Cafeteria	Preventative Maintenance Service
49	GSUB	True	Refrigerator	GMD26	1-3295102	Cafeteria	Cafeteria	Preventative Maintenance Service
50	GSUB	True	Refrigerator	GDM-12	1-3545063	Cafeteria	Cafeteria	Preventative Maintenance Service
51	GSUB	True	Refrigerator	TR2R2G	1-4216760	Cafeteria	Cafeteria	Preventative Maintenance Service
52	GSUB	True	Refrigerator	TR2R	1-4216760	Cafeteria	Cafeteria	Preventative Maintenance Service
53	GSUB	True	Freezer	T49F	1-4202343	Kitchen	Cafeteria	Preventative Maintenance Service
54	GSUB	True	Refrigerator	GDM49	1-2978170	Cafeteria	Cafeteria	Preventative Maintenance Service
55	GSUB	True	Refrigerator	GDM49	5076845	Cafeteria	Cafeteria	Preventative Maintenance Service
56	GSUB	True	Refrigerator	GDM49EM	5390324	Cafeteria	Cafeteria	Preventative Maintenance Service
57	GSUB	True	Refrigerator	GDM49EM	53877360	Cafeteria	Cafeteria	Preventative Maintenance Service
58	GSUB	IDW	Refrigerator	GS1.5	520120608 0021	Cafeteria	Cafeteria	Preventative Maintenance Service
59	Vodra	Sanyo	Heat Pump (1)	CHDX09663	12813	Roof	3 East	Preventative Maintenance Service
60	Vodra	Sanyo	Heat Pump (2)	CHDX09663	11413	Roof	3 West	Preventative Maintenance Service
61	Vodra	Sanyo	Heat Pump (3)	CHDX09663	16114	Roof	4 East	Preventative Maintenance Service
62	Vodra	Sanyo	Heat Pump (4)	CHDX09663	10313	Roof	4 West	Preventative Maintenance Service
63	Vodra	Sanyo	Heat Pump (5)	CHDX09663	12013	Roof	5West	Preventative Maintenance Service
64	Vodra	Sanyo	Heat Pump (6)	CHDX09663	12213	Roof	5 East	Preventative Maintenance Service
65	Vodra	Panasonic	Cond. Unit	U-26PS1U6	9422	Roof	Elev. MER	Preventative Maintenance Service
66	Vodra	Panasonic	AHU	S-26PK1U6	2314	Elev. MER	Elev. MER	Preventative Maintenance Service
67	Vodra	Trane	AHU (6)	T (C / F) D241F30CAB	122210620D	Roof	211, 203 218 &/or 1st Floor Hall	Preventative Maintenance Service
68	Vodra	Trane	AHU (2)	TSC072F3R0A	122310150L	Roof		Preventative Maintenance Service
69	Vodra	Trane	AHU (3)	TSC120F3R0A	122210278L	Roof		Preventative Maintenance Service
70	Vodra	Trane	AHU (4)	TSC092F3R0A	122310238L	Roof		Preventative Maintenance Service
71	Vodra	Accurex	SF (1)	XDGX-118-H32-HZ	12968928	Roof	Cafeteria	Preventative Maintenance Service
72	Vodra	Trane	ACC (2)	RAUJC40EBC13A0D	C12E03361	Roof	AHU7	Preventative Maintenance Service
73	Vodra	Trane	AHU (5)	TSC120F3R0A01G0B1A1B001A7D	122210288L	Roof	Rm. 143	Preventative Maintenance Service
74	Vodra	Trane	Cond. Unit	TTR024C100A1	H29268848	Roof	Security Dispatch	Preventative Maintenance Service
75	Vodra	Trane	Pkg. Unit	YHC092A3RLA0H	219100379L	Roof	Public Safety	Preventative Maintenance Service
76	Vodra	Trane	Pkg. Unit	YHC092A3RLA0H	218101761L	Roof	Health Services	Preventative Maintenance Service
77	Vodra	Trane	AHU (7)	CSAA025UAC00	K12E49871	Career Planning	Career Planning	Preventative Maintenance Service
78	Vodra	Manitowoc	Ice Machine	B570	50322731	Kitchen	Kitchen	Preventative Maintenance Service
79	Vodra	Kolpak	Walk-in Refer	955390	410049049A	Kitchen	Kitchen	Preventative Maintenance Service
80	Vodra	Kolpak	Walk-in Refer	955390	410049049B	Kitchen	Kitchen	Preventative Maintenance Service
81	Vodra	Kolpak	Walk-in Refer	955390	410049049C	Kitchen	Kitchen	Preventative Maintenance Service
82	Vodra	Taylor	Ice Cream Machine	161-27	K1102573	Cafeteria	Cafeteria	Preventative Maintenance Service
83	Vodra	Trane	AHU (1)	BCVC072E1F0A2106P	T12E27648	Housekeeping	Housekeeping	Preventative Maintenance Service
84	Vodra	Trane	Cond. Unit	TTA090D3H0AA	12212T5XYA	Roof	AHU1	Preventative Maintenance Service
85	PSB	Trane	Chiller	TTE34)H0K2AA	877335509F	Basement	Building	Chiller Maintenance Service
86	JMAC	Carrier	Chiller	30RBD15055	1812Q77400	Roof	Building	Chiller Maintenance Service
87	JMAC	Prodigy	Ice maker	F0822A-1A	-	Lower level	Training room	Preventative Maintenance Service
88	Gerrity Field	Manitowoc	Ice Maker	QD0803N	1056677	Team House	Team	Preventative Maintenance Service
89								
90								
91								
92								
93								
94								
95	A. H. Moore	Powers	Freezer	569	A085357	Cafeteria	Cafeteria	Preventative Maintenance Service
96	A. H. Moore	Caravell	Freezer	N/A	N/A	Cafeteria	Cafeteria	Preventative Maintenance Service
97	A. H. Moore	Electrolux	Freezer	CF136	WB54628835	Cafeteria	Cafeteria	Preventative Maintenance Service

APPENDIX C
EQUIPMENT LIST

98	A. H. Moore	Traulsen	Freezer	G22010	T83845D08	Cafeteria	Cafeteria	Preventative Maintenance Service
99	A. H. Moore	Traulsen	Refridgerator	RLT232NREFHS	T037730C98	Cafeteria	Cafeteria	Preventative Maintenance Service
100	A. H. Moore	Traulsen	Refridgerator	RLT232NREFHS	T037740C98	Cafeteria	Cafeteria	Preventative Maintenance Service
101	A. H. Moore	Traulsen	Refridgerator	G12010	T990530G00	Cafeteria	Cafeteria	Preventative Maintenance Service
102	A. H. Moore	Traulsen	Refridgerator	23	505	Kitchen	Cafeteria	Preventative Maintenance Service
103	A. H. Moore	Traulsen	Refridgerator	23	506	Kitchen	Cafeteria	Preventative Maintenance Service
104	Karnoutsos	Tithe	Split System	BU012H1	H05-0002	Basement MER	Studio MAA-1	Preventative Maintenance Service
105	Karnoutsos	McQuay	Absorber	TSA-NC-42U-ROZ	81628171	Hepburn Penthouse	Karnoutsos	Chiller Maintenance Service
106	Karnoutsos	Tithe	TBU	MAA012/018/024/036-H1-BU	TBU-1-1	Studio Comm. Ceiling	Basement Studio	Preventative Maintenance Service
107	Grossnickle	Trane	Rotary Screw	CFCA170FAK01B11B11B1A1C0	N06E07657	Outside	Building	Chiller Maintenance Service
108	Library	Trane	Absorber	ABSC-01A-16C	L98J05898	Basement	Building	Chiller Maintenance Service
109	Library	Carrier	Cond. Unit	38BNB024311	1604V59306	Loading Dock	Server Rm. AHU	Premium Contract Service
110	Library	Carrier	Fan Coil	40BNB024301	40BNB024---30	2nd Fl. Tele. Rm.	Computer Server Rm.	Premium Contract Service
111	Visual Arts	Broad	Chiller	B2100NCH4	1113191	Basement	Building	Chiller Maintenance Service
112	Visual Arts	Liebert	Split System	PFH227APL3	0223N64851	Roof	Telephone Rm.	Preventative Maintenance Service
113	UACHS	Trane	Chiller	RTHC1B1FOHOC1LFVQUOD	U03D09026	Penthouse	Building	Chiller Maintenance Service
114	UACHS	Trane	Chiller	RTHDUB1FXBOUAB1A3RALB -	U04G07012	Penthouse	Building	Chiller Maintenance Service
115				1AZRALAVXQAEXAADXY145 -				
116				DAUAXZXXRXXX				
117	UACHS	Traulsen	Refrigerator	G30010	T16395G12	Kitchen	Cafeteria	Preventative Maintenance Service
118	UACHS	True	Freezer	TWT-60F	7504309	Kitchen	Cafeteria	Preventative Maintenance Service
119	UACHS	Vollrath	Holding cooler	R38718	C233055-6439-001	Kitchen	Cafeteria	Preventative Maintenance Service
120	UACHS	Electrolux	Freezer	FCCS201FW4	WB23349811	Kitchen	Cafeteria	Preventative Maintenance Service
121	UACHS	Powers	Refrigerator	780	D047647	Kitchen	Cafeteria	Preventative Maintenance Service
122								
123								
124								
125								
126								

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



State of New Jersey
Department of the Treasury

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.**

Remove Contribution

Add a Contribution

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

Part 3: Certification

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

I hereby certify as follows:

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

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

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

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

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

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

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

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

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

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

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

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

Forms should be submitted either electronically to: cd134@treas.nj.gov , 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 THE 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, 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 Director 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 Director finds 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 Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and 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 information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

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.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

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 for Part II, later.

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. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.



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
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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. LIABILITIES

- 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: _____