

#### NEW JERSEY CITY UNIVERSITY



Request for Proposals
Financial Budgeting, Planning and Management
Software Solution
RFP #18-017

**Issuance Date: 8/9/2018** 

**Bid Opening: 9/6/2018** 

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#### 1.1 BACKGROUND

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

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

#### 1.2 PURPOSE AND INTENT

Pursuant to N.J.S.A. 18A:64-54, New Jersey City University ("NJCU" or the "University") is issuing this document, a Request for Proposals ("RFP") for a

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Financial Budgeting, Planning and Management Software Solution to help our institution reduce manual processes and enhance the speed and depth of our analytic capabilities.

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 to commence by the end of September 2018, with completion by May 2019.

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

Should additional work be required 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 supplier 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	August 9, 2018
Questions Due from Bidders	August 17, 2018
NJCU Response to Bidders with advertised Addendum #1	August 24, 2018
Bid Proposals Due	September 6, by 2:00pm

#### 1.3.1 QUESTION AND ANSWER PERIOD

Inquiries regarding this RFP must be submitted in writing and can either be e-mailed to Edie DelVecchio, <a href="mailto:edelvecchio@njcu.edu">edelvecchio@njcu.edu</a> and Amanda McGee, <a href="mailto:amcgee@njcu.edu">amcgee@njcu.edu</a> or faxed to 201-200-3238.

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

#### Telephone calls will not be permitted.

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

#### 1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by Procurement Services at the appropriate location by the required time in a sealed envelope. The date and time is indicated on the cover sheet. To respond to this proposal, suppliers 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 September 6, 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 DelVecchio Associate 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 # 18-017 clearly marked on the outside of the envelope.

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

#### 1.4 ADDITIONAL INFORMATION

#### 1.4.1 BIDDER RESPONSIBILITY

The University assumes no responsibility for the completeness or the accuracy of any information presented in this RFP, or otherwise distributed or made available during this procurement process, except as expressly stated to the contrary. Without limiting the generality of the foregoing, the University will not be bound by or

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be responsible for any explanation or interpretation of the proposed documents other than those prepared in writing. In no event may a Proposer to this RFP rely on any oral statement made by the University or any of the University's agents, employees, advisors or consultants.

Should a Proposer find discrepancies in or omissions from, this RFP and related documents, the Proposer shall immediately notify the University, in writing, and a written addendum of instructions, if necessary, will be emailed to each Proposer. Every Proposer requesting an interpretation of this RFP will be responsible for delivering such requests to the University in writing and within the time limit set forth in Section 1.3

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

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

#### 1.4.2 COST LIABILITY

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

#### 1.4.3 CONTENTS OF BID PROPOSAL

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

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

#### 1.4.4 PRICE ALTERATION

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

#### 1.4.5 BID ERRORS

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

If, after the opening of bid proposals but before contract award, a bidder discovers an error in its bid proposal, the bidder may make written request to the Assistant Vice President of Business Services for authorization to withdraw its bid proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the bid proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal of the bid proposal.

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

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

#### 2.1 BACKGROUND & OVERVIEW

With an annual operating budget in excess of \$100 million and increasingly complex operating and reporting needs, New Jersey City University ("NJCU" or "the University") seeks a provider of financial management/performance management software to complement our existing financial management processes currently administered through PeopleSoft, our ERP. Key capabilities of the provider should include, but are not limited to:

#### 2.1.1 GENERAL

- a) Seamless integration with our ERP, PeopleSoft version 9.2, which houses the pertinent financial, operating and student/employee data;
- Ability for the system to be maintained and run primarily by finance staff, with minimal coding requirements, and minimal IT intervention and support;
- Strong provider support for initial implementation and project mapping, and ongoing technical support;
- d) Experience with the higher education industry.

#### 2.1.2 REPORTING/ANALYSIS

- a) Generate reports and metrics incorporating five years of prior data history for all attributes (as defined by NJCU);
- b) Position Control capabilities to include position number, unique identification number, FOAP (Fund Organization Account Program), name, employee class, current salary, budgeted salary, and actual salary expenditure. Includes reports that can be run by account number or any portion of the FOAP.
- c) Student level reporting capabilities, including tuition/fee revenue, financial aid, credit hours and/or other attributes, as defined.
- d) Ability to easily drill down through reports to source data. Budgeting/Budget Management:
- e) Facilitating collection and management of annual fiscal year budget requests for personnel and operating expenses;
- f) Workflow management capabilities;
- g) Ability for users to enter comments/explanations that "flow" with the data;

h) Enabling end-user visibility to budget status, expenditure activity, and other, userdefined "dashboard" metrics.

#### 2.1.3 FORECASTING

- a) Enabling forecasts based on actual trends and/or user defined assumptions;
- b) Ability to create assumption sheet/guidelines to develop multi-year forecasts;
- c) Ability to manage multiple scenarios and conduct "what if" analyses.

#### 2.2 **EVALUATION CRITERIA:**

Our key criteria in identifying a solution provider include:

- 2.2.1 Seamless integration with our ERP, PeopleSoft
- 2.2.2 Minimal need for IT intervention and support
- 2.2.3 Ease of use for both financial staff and non-financial budget "end users"
- 2.2.4 Ability to integrate budget automation, workflow, short and long range financial planning, and financial reporting in one solution
- 2.2.5 Experience with the distinct needs of higher education clients.

#### 2.3 ADDITIONAL WORK

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

#### 3. SUBMISSION DELIVERABLES

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 RESPONSE REQUIREMENTS

#### 3.1.1 Proposed Solution Summary

Describe how the company will address all of the requirements by outlining, briefly, the functionality of the system, including but not limited to:

- a) Basic system design and operation
- b) Provide a description of how the Budget Office, School, and departments interact with the system to conduct:
  - i. annual budgeting
  - ii. multi-year planning
  - iii. scenario planning
  - iv. analytics and reporting
- c) Estimate the University resources and skill level needed to maintain the system
- d) Provide how departmental users will interact with the system to access and use reports and/or dashboards

#### 3.1.2 <u>Implementation</u>

Describe the implementation process and support:

- a) Provide a description of your implementation process, including a typical timeline and milestones:
- b) List typical policy and procedure decisions needed by the University to complete implementation;
- c) List data feeds required from University data systems;
- d) Describe how you will staff the implementation using partners or internal resources

#### 3.1.3 Architecture & Integration

Describe in as much detail as possible how the University's data will flow through the application. Please describe the key advantages of your technical application architecture.

#### 3.1.4 Training

Describe training required for University staff (both finance and non-finance) in order to effectively administer, use, and support the system, including:

- a) Training for the project implementation team.
- b) Initial or required training for system administrators and end-users.
- c) Provide estimates of how long it typically takes users in the various roles to become comfortable with your product based on previous implementations for other higher education clients.

#### 3.1.5 Support and Maintenance

Provide a description of the nature and levels of support channels available during and after the implementation.

- a) Options for telephone, email, and online support;
- b) Response times for each channel;
- c) Support escalation path for unresolved or emergency issues;
- d) Delivery method and frequency of future upgrades/product enhancements;
- e) Services for adding data elements and corresponding reports;
- f) Identify any fees or additional costs associated with support and maintenance.

#### 3.1.6 <u>License and Maintenance Agreements</u>

Please append sample license and maintenance agreements/contracts to the proposal for all components of the recommended solution.

#### 3.2 ORGANIZATIONAL SUPPORT AND EXPERIENCE

3.2.1 Provide the a cover letter and resume including 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.

- 3.2.2 Provide a brief history of your firm, specifically discussing your firm's experience with higher education. Explain why your company is best qualified to manage our program and would be the best partner for us at this time.
- 3.2.3 Provide three references from higher education from current and/or past clients and discuss the services you have provided and/or are currently providing to them.
- 3.2.4 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
- 3.2.5 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.
- 3.2.6 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.
- 3.2.7 Provide all information as detailed in Section 5. Financial Proposal of this RFP.
- 3.2.8 Provide all Forms and Attachments as detailed in Section 4.3.1 of this RFP.
- 3.2.9 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.

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#### 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) If applicable, NJ Small Business Enterprise (SBE), Woman Business Enterprise (WBE), and/or Minority Business Enterprise (MBE) Certification(s)
- I) 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
1 00	.' 10

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?

Ye	S	N	0

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#### 5. FINANCIAL PROPOSAL

Please provide a financial proposal based on the Scope of Services outlined in Section 2 of this RFP. All costs must be itemized and included in the vendor's response as per Section 5.3 (e.g., license or service fees, fees for modifications, training, travel expenses, installation, documentation, discounts, etc.).

- 5.1 Describe the pricing model (e.g., purchase a perpetual license and subscribe to ongoing maintenance; subscribe to a hosted service; fee rate based on number of users; etc.).
- 5.2 Clearly distinguish one-time costs and recurring costs and specify an estimate for the percentage annual increase in recurring costs.

5.3

Base Bid Pricing					
Item Description	Costs				
item Description	One-time	Ongoing / Annual			
Base price of system					
Implementation, including consulting, training, configuration assistance					
Post implementation training					
Post implementation support					
Additional modules/capabilities					

The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees not listed that may accrue over the course of the contract.

#### 6. 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.

- 6.1 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS
- 6.1.1 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
- 6.1.2 **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.
- 6.1.3 **AFFIRMATIVE ACTION** All parties to any contract with the New Jersey City University must comply with P.L. 1975, C. 127.
- 6.1.4 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.
- 6.1.5 **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)
- 6.1.6 **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

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- and the rights and obligations of the parties here to shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 6.1.7 **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.

#### 6.2 **LIABILITES**

- 6.2.1 **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.
- 6.2.2. 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.
- 6.2.3. 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:

a. 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.
- b. Comprehensive General Automobile Liability policy covering owned, nonowned, and hired vehicles with minimum limits of \$1,000,000.00 combined single limits.
- c. 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.
- 6.2.4 **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.
- 6.3 TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY CITY UNIVERSITY (Unless Otherwise Specified in Bid Specifications)
- 6.3.1 **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.

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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

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protest decision is a final decision of the "Contracting agent", as that term is defined in the State College Contacts 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.

6.3.2 **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.

6.3.3 **PERFORMANCE GUARANTEE OR BIDDER** – The bidder herby 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 contactor 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.

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Payment to vendors for services rendered may not be made until final University approval is given.

6.3.4 **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.

6.3.5 **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.

6.3.6 **UNIVERSITY'S RIGHT TO INSPECT BIDDER'S FACILITIES** – The University reserves the right to inspect the bidder's establishment before making an award.

- 6.3.7 **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.
- 6.3.8 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.

#### 6.4 TERM RELATING TO PRICE QUOTATION

- 6.4.1 **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.
- 6.4.2 **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.
- 6.4.3 **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.
- 6.4.4 **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.
- 6.4.5 **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.

#### 6.5 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.

6.5.1 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.

6.5.2 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.

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

#### **STATEMENT OF COMPLIANCE**

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

2.	_	sole proprietor/partnership/corporation created and existing te of, has its business at
	Vendor Name	
	Vendor Address	
	Telephone	
	Fax	
	E-Mail	
	Sign by	
	Proprietor/Principal/Pres	ident
	Attested by	
	Secretary	



## PURCHASING DEPARTMENT <u>AFFIRMATIVE ACTION REQUIREMENTS FOR PROCUREMENT,</u> 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.
	<ul><li>A photo copy of the letter of approval is to be submitted to the public agency.</li><li>2. If the Contractor/Vendor has a Certificate of Employee Information Report.</li></ul>
	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 <u>Federal Affirmative Action Plan Approval or the Certificate of Affirmative Action Employee Information Report</u> may be requested prior to the signing of the contract.
	The <u>Affirmative Action Employee Information Report (A.A.302</u> ) 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

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

the contract.

If by the fourteenth calendar day the Contractor/Vendor does not submit the Affirmative Action document, the Public Agency <u>must</u> 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 of 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	
Jersey City, New Jersey 07303	
This is to certify that the undersigned responder,	, has not, either directly or
indirectly, entered into any agreement, participated in any collusion, or o	otherwise taken any action in
restraint of free competitive bidding in connection with proposal submitted t	to New Jersey City University
on the day of 2018.	
Signature of Responder	
Corporate Seal:	
Attest:	
Secretary	
Sworn to and subscribed before this	
day of 2018.	
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 <a href="mailto:cD134@treas.nj.gov">CD134@treas.nj.gov</a> 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 <u>and all</u> 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 <u>and all</u> individuals and/or entities whose contributions are attributable to the business entity <u>with the exception</u> 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: <a href="mailto:cd134@treas.nj.gov">cd134@treas.nj.gov</a> 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.
- "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.

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

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

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



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

	FOR STATE AGENCY U	SE ONLY
Solicitation, RFP, or Contract No		Award Amount
Description of Services		
State Agency Name	Contact Perso	on
Phone Number	Contact Emai	1
Check if the Contract / Agreement	is Being Funded Using FHWA Fu	unds
Part 1: Business Entity Informa	ation_	Please check if requesting recertification $\Box$
Full Legal Business Name	(Including trade name if	- Parkia
Address		аррисаріе)
		p Phone
Vendor Email	Vendor FEIN (SS# if	sole proprietor/natural person)
□ Corporation: LIST ALL OFFICERS a □ Professional Corporation: LIST ALL □ Partnership: LIST ALL PARTNERS v □ Limited Liability Company: LIST AL □ Sole Proprietor  Note: "Officers" means President, Vice	MUST BE COMPLETED:  nd any 10% and greater shareho . OFFICERS and ALL SHAREHOLD with any equity interest .L MEMBERS with any equity interest .President with senior management orporation, or any person routinel	older ERS
All Officers of a Corporatio		or <u>all</u> shareholder of a PC
All Equity partners of a Pa	artnership	All Equity members of a LLC

IMPORTANT NOTE: You <u>must</u> 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: <a href="http://www.state.nj.us/treasury/purchase/forms.shtml#eo134">http://www.state.nj.us/treasury/purchase/forms.shtml#eo134</a>

## <u>Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.</u>

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  $\frac{1}{2}$  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.		
Remove Contribution Click the "Add a Contribution" tab to enter additional contributions.		
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) $\square$ I am certifying on behalf of the business entity <u>and all</u> individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under <u>Part 1: Vendor Information</u> .		
(B) I am certifying on behalf of the business entity <u>and all</u> individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under <u>Part 1: Vendor Information</u> , 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) $\square$ 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		

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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 Legisative 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 statemer	s 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:	
renew a contract must complete the certifi- the person or entity's parents, subsidiaries, the Treasury as a person or entity engagi violation of the principles which are the sul	erson or entity that submits a bid or proposal or otherwise proposes to enter into or cation below to attest, under penalty of perjury, that the person or entity, or one of or affiliates, is not identified on a list created and maintained by the Department of ing in investment activities in Iran. If the Director finds a person or entity to be in opject of this law, s/he shall take action as may be appropriate and provided by law, to, imposing sanctions, seeking compliance, recovering damages, declaring the 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 provides oil or liquefied natural gas t liquefied natural gas, for the energy s	\$20,000,000 or more in the energy sector of Iran, including a person or entity that ankers, or products used to construct or maintain pipelines used to transport oil or sector of Iran, AND	
is not a financial institution that exter if that person or entity will use the cre	nds \$20,000,000 or more in credit to another person or entity, for 45 days or more, edit to provide goods or services in the energy sector in Iran.	
subsidiaries, or affiliates has engage description of the activities must be pro	unable to make the above certification because it or one of its parents, ed in the above-referenced activities, a detailed, accurate and precise vided in part 2 below to the Division of Purchase and Property under penalty III result in the proposal being rendered as non-responsive and appropriate assessed as provided by law.	
You must provide a detailed, accurate and subsidiaries or affiliates, engaging in EACH BOX WILL PROMPT YOU TO PRO	THER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN deprecise description of the activities of the bidding person/entity, or one of its parents, in the investment activities in Iran outlined above by completing the boxes below.  VIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE N. 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	
	Contact Phone Number	
ADD AN ADDITIONAL ACTIVITIES ENT	RY	
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:	Waive	er Number:
I hereby certify and say:		
I have personal knowledge the Contractor.	of the facts set forth herein ar	nd am authorized to make this Certification on behalf of
	partment of the Treasury, Sta	ne referenced contract issued by the Division of te of New Jersey (the "Division"), in accordance with the
If any of the services cannot	ot be performed within the Unit	erformed by the Contractor and all Subcontractors. ted States, the Contractor shall state, with specificity the sh additional pages if necessary.
Contractor and/or Subcontractor	Description of Services	Performance Location[s] Reasons why services by COUNTRY cannot be performed in USA
	xtension thereof will be immed	ation during the term of any contract awarded under the diately reported by the Contractor to the Director, Division of
		on has been provided by the Contractor to form the basis in the United States and whether to seek the approval of
services declared above to written determination by the failure to shift the services	be provided within the Unite ne Director that extraordinary would result in economic hard act, which contract will be subj	ntractor, it is determined that the Contractor has shifted d States to sources outside the United States, prior to a circumstances require the shift of services or that the dship to the State of New Jersey, the Contractor shall be ject to termination for cause pursuant to Section 3.5b.1 of
		behalf of the Contractor in order to induce the Division to n is relying upon the truth of the statements contained
	ny knowledge and belief, the f illfully false, I am subject to pu	foregoing statements by me are true. I am aware that if nishment.
Contractor:[Na	me of Organization or Entity]	
Ву:		Title:
Print Name:		Date:



## Request for Taxpayer Identification Number and Certification

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

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

	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							
on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.    Individual/sole proprietor or   C Corporation   S Corporation   Partnership   Trust/estate				4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
single-member LLC			Exe	Exempt payee code (if any)				
typ igo	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne	rship) ▶	_					
Trust/estate    Comportion   Signature   Signature				code (if any)				
_ iji	is disregarded from the owner should check the appropriate box for the tax classification of its owner.  Other (see instructions)   (Applies to accounts maintained outside the U.				S.)			
Spe	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's nan						
See (						,		
6 City, state, and ZIP code								
	7 List account number(s) here (optional)							
Par	Taxpayer Identification Number (TIN)							
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to a	oid Social	security	number				
backu	up withholding. For individuals, this is generally your social security number (SSN). However,				7			
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 <i>How to get a</i>				-	-			
entities, it is your employer identification number (EIN). If you do not have a number, see now to get a				_				
, <u></u>			yer iden	ridentification number				
			] _ [					
Par	t   Certification							
Under	r penalties of perjury, I certify that:							
	e number shown on this form is my correct taxpayer identification number (or I am waiting for n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b					mal Day		
Ser	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (c vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest longer subject to backup withholding; and							
3. I an	n a U.S. citizen or other U.S. person (defined below); and							
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	ng 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 Signature of U.S. person ▶ Date ▶

#### **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 ORDE	ER INFORMATION				
Mailing Address:					
City:		State:		ZIP:	
Sales Contact:			Title:		
Direct Phone:		General Phone:		Fax:	
Email Address:		General Email:			
PO Dispatch Email Ac	ldress (for use in auto dispa	tch):			
REMIT TO INFOR	MATION (if different fro	om above)			
Mailing Address:					
City:		State:		ZIP:	
AP Contact:			Title:		
Direct Phone:		General Phone:		Fax:	
Email Address:		General Email:			
	: (CHECK ALL THAT APF ITY BUSINESS ENTERPR	·			
African American Asi		sian American	Multiple Ethnicities		
Hispan	ic American N	lative American	Unspecified		
WOMEN BUSINESS ENTERPRISE (WBE)					
SMALL BUSINESS ENTERPRISE (SBE)					
NONE (	OF THE ABOVE	OTHER (please desc	ribe):		
I ATTEST THAT INFORMATI	ON CONTAINED HEREIN IS TRUE A	AND ACCURATE TO THE BEST OF	MY KNOWLEDGE. I UNDE	RSTAND T	HAT 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 LIABILTY ATTENDANT TO CIVIL AND CRIMINIAL PENALTIES. THE COMPLETTION OF THIS FORM IN NO WAY OBLIGES THE UNIVERSITY OR

SIGNATURE DATE

GUARANTEES OPPORTUNITIES TO BID OR RECEIVE ORDERS.



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:	