



PURCHASING OFFICE

College Hall - William Paterson University
 P.O. Box 913, Wayne N.J. 07474-0913
 Phone: (973) 720-2863 Fax: (973) 720-2872

DATE
 06/06/17

RESPOND BY:
 06/27/17 2:00PM

BID NUMBER
 B9339314

An Agency of the
 State of New Jersey

REQUEST FOR QUOTATION

PRICES QUOTED MUST INCLUDE TRANSPORTATION CHARGES

Purchasing Contact

Purchasing Department

Phone Number

(973) 720-2101

Request Number

Vendor Number

855360762

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Bidders address below:
 Blank ZZ 00000

**S
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PURCHASING OFFICE
 COLLEGE HALL
 WILLIAM PATERSON UNIVERSITY
 358 HAMBURG TURNPIKE
 P.O. BOX 913
 WAYNE NJ 07474-0913

THIS IS NOT A PURCHASE ORDER

NO	QTY/UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
010		Bids must be returned with all specifications and enclosures and on University bid forms to receive consideration. Failure to comply may be cause for rejection. Alternate bids must have detailed specifications enclosed to receive consideration. Failure to comply may be cause for rejection. Bidders May Not Submit More Than One Bid. REQUEST FOR PROPOSAL PAGE MUST BE SIGNED. Bid Bond, Performance Bond and Surety not required. Provide contact person _____ Provide email address _____ Provide telephone number _____ Provide fax number _____		
020				
030				
040				
050				
060				
070				
080				
090				
100				
110				
120				
130				
140				
001	1 LOT	Purchase of Yamaha Pianos		

CASH DISCOUNT TERMS _____

BIDDER'S SIGNATURE : _____

DATE : _____



**WILLIAM
PATERSON
UNIVERSITY**

P.O. BOX 913 • WAYNE, NEW JERSEY 07474-0913

**Request for Proposal B9339314
Purchase Yamaha Pianos or Equivalent
(Equipment Only)**

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PURPOSE AND INTENT

The William Paterson University of New Jersey, hereinafter referred to as “WPUNJ”, is soliciting proposals from companies for the Purchase of Yamaha Pianos or Equivalent. All proposals must be sealed and received by the University’s Purchasing Department on or before 2:00pm Eastern Standard Time on **June 27, 2017**. Proposals must be sent to William Paterson University – Purchasing Office, 358 Hamburg Turnpike, PO Box 913, Wayne, NJ 07470-0913.

THE UNIVERSITY

William Paterson University is a public institution of higher education established pursuant to Chapter 64 of the laws of the State of New Jersey (N.J.S.A. 18A: 64-1, et seq.)

Founded in 1855 and granted university status in 1997, The William Paterson University of New Jersey is one of the nine state colleges and universities of the State of New Jersey (“the State”), with a mission that incorporates teaching, research and creative activity and service. The State legislature annually appropriates funds to support the University’s operations. Under the law, the University is an instrumentality of the State with a high degree of autonomy.

The University is located in Wayne New Jersey, approximately 20 miles west of New York City, on approximately 370 acres including the main campus and four remote sites within a 2 mile radius of the main campus. The University has 1.9 million square feet in 40 main campus buildings.

1.0 Scope of Work: William Paterson University proposes to purchase lamps for the period of one year from the date of award. Bids are requested from qualified vendors to provide the William Paterson University with the following pianos per the following specifications. This request for bid is for materials only. Pricing must include all cost associated with the purchase including freight, inside delivery and set-up.

1.1 Companies providing alternate Yamaha Pianos “or equivalent” must provide, with their submission, proof that their alternate/equivalent meets or exceeds the item(s) identified in this RFQ. Alternate/or equivalent must be clearly identified.

1.2 Estimated delivery schedule August 2017.

1.3 Delivery is FOB, William Paterson University.

1.4 The selected vendor shall be responsible for replacing any item received in a damaged condition at no cost to the University.

1.5 The exterior of all bid proposal packages are to be labeled with the bid identification number and the final bid opening date or risk not being received in time.

1.6 All material delivered shall be OEM

1.7. Companies providing alternate/or equivalent lamps will be required to provide specifications for the or equivalent pianos.

1.8 The University reserves the right to award a primary and secondary contract, if it is in the best interest of the University.

2.0 Pricing:

- 2.1 All packaging, shipping and delivery charges to William Paterson University are to be included within the bid price.
- 2.2 In the event the manufacturer's price decrease during the contract period, the University shall receive the full benefit of such reduction on any undelivered purchase order and any subsequent order placed during the contract period. The Associate Director of Physical Plant and Operations or his/her designee must be notified in writing of any reduction within five (5) days of the effective date.
- 2.3 The attached equipment is listed only as examples, it should not be construed as a complete list or that the list by omission excludes any items.
- 2.4.1 The specifications are estimated quantities of units and for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of bids, selection of the most responsible contractors, and negotiations of agreements to insure proper execution of contract.

3.0 PERIOD OF CONTRACT:

Not applicable.

4.0 Proposal Evaluation and Contract Award

This contract will be awarded to the responsible bidder whose bid, conforming to the invitation to bid will be the most advantageous to WPUNJ, price and other factors considered. The vendor's prior history with regard to these services will be considered in determining whether the vendor is responsible and whether the award of contract to the vendor is in the best interest of the University.

5.0 Delivery of Proposal

William Paterson University of New Jersey will not be responsible for failure to deliver any proposal at the time and place specified in the bid document. It is the vendor's responsibility to ensure the timely delivery of their proposal.

This solicitation does not commit William Paterson University of New Jersey to award a contract, to pay any cost incurred in the preparation of the proposal, or to procure or contract for the goods or services. The University reserves the right to accept or reject any or all proposals received as a result of this Request, or to cancel in part or in its entirety this proposal if it is in the best interest of William Paterson University of New Jersey.

6.0 Questions

All questions regarding this RFP should be emailed to Harrisc@wpunj.edu with a subject line heading of **RFP B93393914 – Purchase Yamaha Pianos** No phone calls will be accepted and all questions must be submitted by **June 27, 2017**.

Verbal comments or discussions by WPUNJ relative to this solicitation cannot add, delete, or modify any written provision. Any alteration to this RFP must be in the form of a written addendum and must be made to all bidding institutions.

If an addendum or clarification is required, the addendum or clarification will be posted on the purchasing Bid Opportunities website. It is the responsibility of the bidder check the Purchasing website periodically for updated information. Addendums or clarifications will only be available on the website.

All proposals must be sealed and received by WPUNJ's Purchasing Department on or before 2:00pm Eastern Standard Time **on June 27, 2017.** Proposals must be sent to William Paterson University – Purchasing Office, 358 Hamburg Turnpike, PO Box 913, Wayne, NJ 07470-0913.

7.0 Price Extension

Vendor will hold price for a period of six months after award of contract, in the event other similar projects are required

Yes _____ No _____

Will you extend contract prices to other State Colleges and University's? Yes _____ No _____

William Paterson University is a member of the New Jersey Higher Education Purchasing Association (NJHEPA), whose members include the 4 year Public University's as well as private institutions. The private University's include: Princeton University, Seton Hall University, Rider University, and Monmouth University. Kean University has expressed an interest in being a party to this Request for Proposal.

Will you extend pricing to members of NJHEPA:

YES: _____

NO: _____

8.0 Other Terms and Requirements

This solicitation does not commit WPUNJ to award a contract, to pay any cost incurred in the preparation of the proposal, or to procure or contract for the goods or services. WPUNJ reserves the right to accept or reject any or all proposals received as a result of this Request, or to cancel in part or in its entirety this proposal if it is in the best interest of WPUNJ.

Disclosure of Investigations or Actions Involving Bidding Institution

Bidding institutions shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by WPUNJ to bidding institutions are confidential. Bidding institutions are required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the institution or any individual or entity in the institution's charge or employ, will be considered a violation of this contract and may result in contract termination and the institution's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

Ownership of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the WPUNJ and shall be delivered to WPUNJ upon 30 days' notice by WPUNJ. With respect to software or other intellectual property developed for the WPUNJ, the work shall be considered work for hire, i.e.; WPUNJ, not the institution or subcontractor, shall have full and complete ownership of the software or intellectual property developed.

To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this agreement, the institution or subcontractor hereby assigns to WPUNJ all right, title and interest in and to any such property, and WPUNJ shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available. Should the institution anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the institution's proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidding institution identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the institution on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the institution. Upon contract award, the institution shall grant WPUNJ a non-exclusive, perpetual royalty free license to use any of the institution's Background IP delivered to WPUNJ for the purposes contemplated by the contract.

Pricing Sheet: B9339314

See Attachment

WILLIAM PATERSON UNIVERSITY OF NEW JERSEY
 COLLEGE HALL
 358 HAMBURG TURNPIKE, PO BOX 913
 WAYNE NJ 074740913
 TELEPHONE: (973)720-2863

NOTICE TO COMPANIES

WILLIAM PATERSON UNIVERSITY WILL BE RECEIVING ON:

BID TITLE: Purchase Yamaha Pianos

SCHEDULED CLOSING DATE: June 27, 2017 at 2:00p.m.

PLACE OF OPENING: William Paterson University, College Hall, Room 321, 358 Hamburg Turnpike, Wayne, New Jersey, 07470.

INSTRUCTIONS

It is imperative that the bid is submitted in a sealed envelope referencing the bid number, title and due date and received before the scheduled date and time of the bid opening.

Bids delivered in person must be brought to Room 320 of the Purchasing Office and registered with the Purchasing Department. Bids received after the indicated closing date will be rejected. The University will not be responsible for late postal delivery service nor will postmark dates be considered in honoring bids.

THE FOLLOWING ENCLOSURES ARE PREREQUISITES WHICH MUST BE RETURNED WITH YOUR BID RESPONSE INCLUDING THOSE REQUIRING NOTARIZED SEAL AND SIGNATURE. FAILURE TO INCLUDE THESE FORMS LISTED BELOW WILL DISQUALIFY YOUR BID.

1. Bid Reply Documents
2. Non-Collusion Affidavit
3. Employee or Relative Disclosure Requirement
4. Bid Security (If Applicable)
5. Disclosure of Investment Activities in Iran
6. MacBride Principles Form
7. New Jersey Affirmative Action compliance or Federal Letter of Approval
8. Source Disclosure Form
9. Two-Year Chapter51/Executive Order 117 – Vendor Certification
10. Public Law 2005 – Chapter 271
11. Business Registration Certification (BRC) - If you do not currently hold a New Jersey BRC you can apply on-line at <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

The Executive Order can be accessed <http://www.state.nj.us/infobank/circular/eom134.htm>

12. **SURETY'S CONSENT (PERFORMANCE BOND) (If Applicable)**
 A certificate signed by a surety company or its authorized Agent is required and must be submitted with this bid stating that it will provide the required performance bond within thirty (30) days if the company is awarded this bid or any part thereof. THE SURETY COMPANY MUST INDICATE IN IT'S CERTIFICATE THAT IT IS LICENSED TO TRANSACT BUSINESS IN THE STATE OF NEW JERSEY AND SHALL SO CERTIFY IN THE CERTIFICATE.)

INSTRUCTIONS TO COMPANIES

General

1. Sealed proposals for **B9339314** will be received by the Purchasing Office of William Paterson University on or before **June 27, 2017**, prevailing time 2:00pm at the William Paterson University Purchasing Office, Room 321, in the College Hall Building, 358 Hamburg Turnpike, Wayne, NJ, 07470 and at that time will be publicly opened and read aloud.
2. Specifications and bidding documents may be examined and obtained during normal business hours in the Purchasing Office, Room 320, of the College Hall Building, Wayne, NJ.
3. In the event that the University is closed due to inclement weather or emergency shutdown on the date and time set for bid opening in the advertisement, the bid opening will be postponed until the next available business day.

Bids

1. All bids shall be made on the "Form of Bid" which is a part of the specifications.
2. All bids shall be sealed, distinctly marked, and shall be addressed to William Paterson University, Purchasing Office, Room 321, College Hall, Wayne, NJ 07470. Any person in the office of the University shall be absolved of all responsibility for the premature opening of any proposal not so marked.
3. No company may withdraw a bid after the actual date of the opening thereof.
4. Each company shall indicate on the form of bid the earliest date when he can make delivery of the supplies, equipment, or service. Date of delivery will be considered in the award of the contract.
5. Bids must be signed in ink by the company; all prices shall be made with typewriter or pen and ink. Any price showing any erasure alteration must be initialed by company in ink. All companies are to indicate unit prices for individual items, total bid price for each individual item, and total bid price for the separate groups. The price quoted for any one item shall in no way be conditional upon the purchase of any other item or group of items. Prices quoted shall include freight or other charges incidental to the delivery of the items bid upon. A blanket discount for the entire list or any group of items there from shall be construed as to be applicable to all items in the group.

**Request for Proposal Specifications
Purchase Yamaha Pianos or Equivalent
RFP Bid#: B9339314**

- 1.0 This specification covers the requirements for **Purchase** Yamaha Pianos or Equivalent.
- 1.1 **TERMS:** William Paterson University of New Jersey intends to enter into a contract, commencing with the formal date of the award, with the company(s) who, in its judgment best meets or exceeds the requirements set forth in the RFP, offers the best total evaluated cost for their products and services and is in the best interest of the University.
- 1.2 **AVAILABILITY OF FUNDS:** The University's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the University for payment of any money shall arise unless and until funds are made available each year to William Paterson University.
- 1.3 **TRANSITIONAL PERIOD:** In the event the services are terminated either by the contract expiration i.e., written or by any form of termination by William Paterson University or the Company, it shall be incumbent upon the Company to continue the service until new services can be completely operational. At no time shall this service extend more than 90 days beyond the expiration date of the existing contract. Company will be reimbursed for this service at the prior contract rate.
- 1.4 **METHOD OF INSPECTION OF WORK AND LIQUIDATION DAMAGES FOR NON-PERFORMANCE:** In the event that the Company shall fail to comply with any of the conditions herein provided and as covered by the Contract, the University shall notify the Company of such failure or default and demand that the same be remedied within thirty (30) days. In the event of the failure of the Company to remedy the same within said period, the University shall take steps to terminate the contract. In this event the University will authorize the service to be performed by any available means, the difference between the actual cost paid and the bid of the defaulting Company to be deducted from any monies due. It shall also be incumbent upon the Company to continue operations until relieved by a newly selected Company, including administrative expenses.
- 1.5 **PROCEDURAL REQUIREMENTS AND AMENDMENTS:**
 - 1.5.1 Company shall comply with all procedural instructions that may be issued from time to time by the Vice President for Administration and Finance.

- 1.5.2 During the period of contract, no change is permitted in any of its conditions and specifications unless the Company receives written approval from the Vice President for Administration and Finance.
- 1.5.3 Modifications to the specifications can only be authorized by the Purchasing Office of William Paterson University. Any changes will always be confirmed, in writing, by an addendum to the RFP.
- 1.5.4 Should the Company find at any time that existing conditions make modification in requirements desirable, it shall promptly report such matter to the Vice President for Administration and Finance for consideration and decision.
- 1.5.5 During the period of the contract or the extension thereof, the University reserves the right to add or delete specific services. Company will be given seven (7) days' notice to effect requested change.
- 1.5.6 The Company, or its authorized representatives, may be required to meet periodically with the Vice President for Administration and Finance, or its representatives, to discuss all services.
- 1.5.7 There may be a meeting with the successful Company and the University prior to the start of the contract. At this time the Company may be required to submit a plan of operation to the University.
- 1.5.8 The Company shall comply with any federal, state or local laws, now in effect or hereafter promulgate.
- 1.5.9 **PREVAILING WAGE RATES:**
- The Company acknowledges and affirms that it has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates applicable to our campus, as issued by the Commissioner of the Department of Labor and Industry, Trenton, NJ 08625. Where applicable Companies must comply with **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT@,P.L. 1999. C.238.**
- 1.5.10 By submitting a proposal, the Company covenants and agrees that it is satisfied from its own investigation of the conditions to be met. Company fully understands its obligation and it will not make any claim for, or have right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information.
- 1.5.11 **INDEPENDENT COMPANY:**
- All of Company's employees furnishing services to the University shall be deemed employees solely of Company and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the University. Company shall perform all services as an independent Company and shall discharge all its liabilities as such. No acts performed or representations, whether oral or written, made by Company with respect to third parties shall be binding on the University.

1.5.12 **TERMINATION:**

(a) In the event that either party shall fail to maintain or keep in force any of the material terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via Certified Mail of such failure and demand that the same be remedied within thirty (30) business days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Agreement thirty (30) days after the expiration of the thirty (30) day notification period. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) business days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointment shall not be vacated within thirty (30) business days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate this Agreement by giving in no case more than five business days' notice in writing of such termination.

(b) Notwithstanding the foregoing, the Company agrees that the University shall have the right to terminate this Agreement for its convenience at any time during the term upon giving Company thirty (30) business days' notice in writing of such termination.

1.5.13 **FORCE MAJEURE:**

Company shall notify the University promptly of any material delay in performance of specified services and shall specify in writing to the University's Purchasing Department the proposed revised performance date as soon as practicable after notice of delay. Company shall not be liable for delays in performance due to causes beyond its reasonable control, but it will be liable for delays due to its fault or negligence. In the event of any excusable delay the date of performance shall be extended for a period equal to the time slot by reason of such delay on written approval of the University's Purchasing Department.

1.5.14 **NOTICES**

All notices provided for under this Agreement shall be in writing. Notice will be effective upon transmission time and date of facsimile during normal business hours, 8:30 a.m. until 4:30 p.m., Monday through Friday. The University may also send a copy of the notice via U.S. mail. **All questions regarding said RFP must be put in writing and e-mailed to the Purchasing Office on or before 6/19/17 at harrisc@wpunj.edu.**

ADDENDUM: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP. The signed addendum must be included with your bid response. **All addendums and clarifications will be posted on the**

Purchasing Website at <http://www.wpunj.edu/purchasing/bids.dot>. Companies are required to check periodically for updates.

1.5.15 PRESENCE OF THE INSTITUTION'S PREMISES

(a) Company agrees that all persons working for or on behalf of Company whose duties bring them upon William Paterson University's premises shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of the University's officers.

(b) Company shall be responsible for the acts of its employees and agents while on the University's premises. Accordingly, Company agrees to take all necessary measures to prevent injury and loss to persons or property located on the University's premises. Company shall be responsible for all damages to persons or property caused by Company or any of its agents or employees. Company shall promptly repair, to the specifications of the University's Facilities Director, any damage that it, or its employees or agents, may cause to the University's premises or equipment; on Company's failure to do so, the University may repair such damage and Company shall reimburse the University promptly for the cost of repair.

(c) Company agrees that, in the event of any accident of any kind, Company will immediately notify the University's Police Department and thereafter furnish a full written report of such accident.

(d) Company shall perform the services contemplated in this Agreement without interfering in any way with the activities of the University's faculty, students, staff, or visitors.

1.5.16 LIENS

Company shall at all times keep the University free and clear from all liens asserted by any person, firm or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, or labor performed, or materials or equipment furnished) by the Company pursuant to the terms of this Agreement. If any such lien shall at any time be filed against the University's premises, and the Company shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, the University may, but shall not be obligated to, discharge the same and all costs and expenses (including attorney's fees) incurred by the University in discharging the lien shall be either deducted from payments due Company or paid by Company directly to the University.

1.5.17 LABOR RELATIONS

Company agrees to take immediate and reasonable steps to maintain its provision of service under this Agreement in the event of any labor action involving its employees.

1.5.18 **LAWS**

Company shall comply with all laws, rules, and regulations of duly constituted authorities having jurisdiction over its activities. Any and all actions relating to the provisions of this Agreement shall be brought in the courts of New Jersey. New Jersey law shall apply to all issues in this Agreement regardless of any principles of conflict of law policies, statutes or case law. This Agreement shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. This Agreement shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

1.5.19 **SURVIVAL**

The terms, conditions, representations, and warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

1.5.20 **BUSINESS REGISTRATION CERTIFICATION (BRC):**

Effective September 1, 2004, pursuant to P.L. 2004, c.57, all New Jersey and out of State Companies must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business with the University. A copy of the BRC must be submitted by Companies at the time of bid. Failure by a Company to submit a copy of a valid BRC with its bid will result in rejection of the bid as being materially non-responsive.

1.5.21 **ASSIGNMENT**

Neither party may assign or subcontract any of its rights or obligations under this Agreement in whole or in part. Any attempted assignment under this Agreement shall be void and of no effect.

2.0 **PROPOSAL PREPARATION/EVALUATION:**

2.1 **PROPOSAL PREPARATION:**

Companies should submit this Request for Proposal with the first page, signed by an authorized representative of the bidding firm and with all other data filled in. All financial information must be clearly identified in your proposal. Failure to comply may result in your proposal being considered as non-responsive. **Prior performance shall be a factor in award of contract.**

THIS REQUEST FOR PROPOSAL AND SPECIFICATION WILL FORM THE CONTRACT.

2.1.1 Failure to submit all information requested may result in your proposal being considered non-responsive. Companies are requested to hold financial considerations firm for a minimum of sixty (60) days in order that an award can be made.

2.1.2 The selected Company shall be required to assume sole responsibility for the complete effort as required in this specification. No special consideration shall be given after proposals are opened because of the Company's failure to be knowledgeable of all conditions existing at the University.

2.1.3 **Supply four (4) copies (one original and three (copies) of your proposal to the University.** The original must be clearly marked **original**.

2.2 **PROPOSAL EVALUATION:**

2.2.1 Proposals shall be judged on the following criteria:

- a. The experience of the Company in providing this specification covers the requirements for **Purchase Yamaha Pianos** based on the information submitted in their written presentation.
- b. The ability to efficiently, accurately and successfully perform these services is considered essential to the contract. The Company's prior history with regard to these services will be considered in determining whether the Company is responsible and whether the award of the contract to that Company is in the best interest of the University.
- c. Whether the Company is responsive to all specification requirements in sufficient detail for the evaluator(s) to analyze the proposal and make sound judgments about it.
- d. Price. The University reserves the right to evaluate price(s) and award contracts, based on the present worth analysis when it is determined to be in the best interest of the University. Companies should submit prices exactly as instructed.
- e. The William Paterson University staff will be the sole decision-maker concerning which proposal(s) meet the University's specifications and which proposal best meets the University's needs. Their decision to award will be final.

2.2.2 **Oral Presentations:**

Companies who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to University personnel. This will provide an opportunity for the Company to clarify or elaborate on their proposal but will in no way change the Company's original proposal. The Purchasing Office will schedule the time and location of these presentations.

2.2.3 The University reserves the right to request all Companies to explain the method used to arrive at any or all figures.

2.3 **CONTRACT AWARD:**

Contract award shall be made on the basis of the most responsive, responsible proposal received which is most advantageous to the University, price and other factors considered.

2.3.1 The Purchasing Department of the University is the only department authorized to award contract for the proposed services.

3.0 **QUALIFICATION OF COMPANIES:**

3.1 Companies shall be of known reputation and shall have sufficient qualified personnel and equipment to perform adequately the prescribed service as per specifications. Companies must have a minimum of 5 years' experience in area identified in this RFP. Companies shall submit evidence of qualifications to meet all requirements as required by the Director of Purchasing.

As evidence of Company's qualification, the Company should submit the following information with their proposals by completing the attached "Company Data Sheets" (See Attachment) and returning said sheets with their proposal. Statements such as "see previous proposals or lists submitted" are not acceptable and may be cause for proposals to be considered non-responsive.

- a. The number of years the firm has been **Purchase Yamaha Pianos** business.
- b. Location of the Company's office that will be responsible for managing this contract. Include phone number and email address.
- c. Name(s) and phone number(s) of management personnel to be contacted if problems or emergencies occur.
- d. Name of individual that can be contacted at all times if service or information is requested by the University and email address.
- e. A list of New Jersey State Agencies, US Governmental Agencies, public and private universities and universities now under contract with the bidding firm.
- f. A list of contracts the Company has lost during the last three years with the reason the contract was terminated for each job.

4.0 **INSURANCE REQUIREMENTS:**

4.1 The Company shall assume responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this contract. The

Company shall carry sufficient insurance to protect its and the University from any property damage or bodily injury claims arising out of the contracted work.

Evidence of required insurance coverage shall be provided in the form of a certificate which shall be submitted no later than (10) days after receipt of notice of intent to award contract.

- (1) Worker's Compensation Insurance applicable to the laws of the State of New Jersey and employer's liability insurance as required by applicable State and Federal Law.
- (2) Comprehensive general liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey, New Jersey Educational Facilities Authority, WPUNJ Auxiliary Association Inc., and WPUNJ Foundation as an additional insured.

Limits of liability shall not be less than \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and not less than \$1,000,000 per occurrence for property damage liability.

- (3) Comprehensive Automobile Liability policy covering owned, non-owned and hired vehicles with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- 4.2 All required insurance coverage must be in effect not later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions and to incidents occurring during the coverage period.
 - 4.3 Deleted
 - 4.4 Company should list name of insurance firm from which it intends to purchase the above insurance and a person to contact at this firm.
 - 4.5 The Company may, if it so desires, include with his proposal the applicable certificate of insurance.
 - 4.6 The certificate of insurance should include with RFP ID#, name of RFP and buyer's name.
 - 4.7 Each policy of insurance should contain an endorsement as follows:

"It is understood and agreed that _____ Insurance Company shall notify in writing, the Director of Purchasing, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy."

SIGNATURES:

The signature of the Company's duly authorized representative certifies that the Company shall and will provide the services as proposed and guarantees all prices proposed to be firm for the full term of the contract.

Signature of Authorized Company:

Signature: _____

Title: _____

Date: _____

The William Paterson University of New Jersey, Wayne, NJ 07470
(973)-720-2863

TERMS AND CONDITIONS

The following terms and conditions apply to all contracts or purchase agreements made with the William Paterson University of NJ (University) unless specifically deleted in the University's proposal form.

Bidders are notified by this statement that all Terms and Conditions will become a part of any contract(s) or order(s) awarded as a result of the 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's, the University terms and conditions shall prevail.

1.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS.

1.1 CORPORATE AUTHORITY - It is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, NJ. Refer to N.J.S.A. Title 14A Chapter 13-3.

1.2 Business Registration of Public Contractors - (P. L. 2004, C57)

All business organizations that do business with a local contracting agency are required to be registered with the State and provide proof of that registration to William Paterson University before the contracting agency may enter into a contract with. William Paterson University is a state University.

1.3 Public Law 2005, Chapter 51

All business organizations that do business with a local contracting agency are required to complete and return the certification documents as established under this Executive Order. No contract may be awarded until the Department of Treasury approves the request for certification.

1.4 Executive Order 129 - Outsourcing

All business organizations that do business with a William Paterson University are required to comply with this Executive Order. A contract cannot be awarded to a vendor that submits a bid proposal to perform services, or have a subcontractor perform services, pursuant to the contract at a site outside the United States.

1.5 ANTI-DISCRIMINATION - All parties to any contract with William Paterson University 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 thereunder.

1.6 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150, is hereby made a part of every contract entered into on behalf of William Paterson University except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is it's guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

1.7 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT (P.L. 1963, c. 315, N.J.S.A. 34:5A-1 et. seq.) requires employers to label all containers of hazardous substances by March 29, 1985. By August 29, 1986, employers must label all containers on their premises. Proper compliance shall be deemed a term and condition of any University purchasing contract.

1.8 COMPLIANCE - STATE LAWS - This agreement shall be governed by the laws of the State of New Jersey. Any and all actions relating to the provisions of this Agreement shall be brought in the courts of New Jersey. New Jersey law shall apply to all issues in this Agreement regardless of any principles of conflict of law policies, statutes or case law. This Agreement shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. This Agreement shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

1.9 COMPLIANCE - LAWS - The vendor must comply with all local, State of New Jersey and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder.

2.0 LIABILITIES

2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the University, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented

or unpatented invention, article or appliance furnished or used in the performance of it's contract.

2.2 INDEMNIFICATION - The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the University, the State of New Jersey, and employees of both from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, resulting from the performance of the Project or through the negligence of the Contractor or through any improper or defective machinery, implements or appliances used by the Contractor in the project, or through any act or omission on the part of the Contractor or it's agents, employees or servants, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

2.3 INSURANCE - The successful bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. The successful bidder shall provide the 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 canceled for any reason except after thirty days written notice to the University. The insurance to be provided by the successful bidder shall be as follows:

1. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000.00 per occurrence for property damage liability.

2. Comprehensive General Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000.00 combined single limits.

3. Worker's Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than \$1,000,000.00. Upon request, the successful contractor will provide certificates of insurance to the University prior to the Start of the contract and periodically during the course of a multi-year contract.

3.0 TERMS GOVERNING ALL PROPOSALS TO WILLIAM PATERSON University (Unless Otherwise Specified in Bid Specifications or RFP)

3.1 CONTRACT AMOUNT - The estimated amount of the contract(s), as stated in Advertised Bid Proposal Form shall not be construed as either the maximum or the minimum amount which the University shall be obligated to order as the result of this proposal or any contract entered into as a result of this proposal.

3.2 CONTRACT PERIOD AND EXTENSION OPTION - If it is in the best interest of the University to extend any contracts entered into as a result of this proposal for a period of all or

any part of a year, the contractor will be so notified of the University's intent at least 30 days prior to termination of the existing contract. If the extension is acceptable to the contractor, at the original prices and on the original terms, notice will be given the contractor by the University in writing. In such cases a new Performance Bond must be submitted by the contractor on a pro rata basis of the original Performance Bond to cover the period of the extension unless otherwise specified. (Where required)

3.3 VENDORS RIGHT TO PROTEST - INTENT TO AWARD - Except in the case of emergencies, bidders have the right to protest the award of a contract. Only bypassed responsible bidders will be notified by certified mail that their bids were not accepted. Bidders will then have a 10 working day period from the date of the notice to file a written protest with the University. The University may eliminate the right to protest when it deems it is in the public interest to do so. N.J.S.A., Chapter 64, Title 18A.

3.4 TERMINATION OF CONTRACT

a. Change of Circumstances:

Where circumstances and/or the needs of the University significantly change or the contract is otherwise deemed no longer to be in the public interest, the University may terminate a contract entered into as a result of the bid, upon no less than 5 days' notice to the vendor.

b. For Cause:

Where a vendor fails to perform or comply with a contract, the University may terminate the contract upon 5 days' notice to the vendor with an opportunity to cure.

Where a vendor continues to perform a contract poorly as performance or service, short-shipping, etc. the University may terminate the contract upon 5 days' notice to the vendor with an opportunity to respond. In cases of emergency, the University may shorten the time period of notification and may dispense with opportunity to respond.

Pursuant to N.J.S.A. 40A:11-15, all multi-year leases and contracts shall be subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

3.5 COMPLAINTS - Where a vendor has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause, as per **3.4** a vendor may be bypassed for this award unless the vendor submits with the bid (A) an explanation of why these past performances occurred, and (B) the steps the vendor has taken which will provide an acceptable cure.

3.6 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 Director

or his/her designee of Purchasing. Such consent, if granted, shall not relieve the contractor of any of its 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, bidder shall state so in its bid and attach for approval a list of said subcontractors and an itemization of the services to be supplied by them.

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

3.7 PERFORMANCE GUARANTEE OF BIDDER -The bidder hereby certifies that: The equipment offered is standard new equipment, and is the manufacturer's latest model in production with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued: also, that no attachment or part has been 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 be guaranteed 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 at distribution points and service headquarters.

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

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

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

3.8 DELIVERY GUARANTEES - Deliveries shall be made at such 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.

3.8.1 Items delivered must be strictly in accordance with bid specifications.

3.8.2 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 obtain the material

or service from any other available source, the difference in price, if any, to be paid by the contractor failing to meet its commitments.

3.8.3 Vendors are authorized to ship only those items and quantities indicated that are covered by the contract. If a review of material received indicates that material other than that covered by the contract has been ordered and delivered, the Director or his/her designee of Purchasing will take such steps as are necessary to have the material returned regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be demanded. Compliance with this requirement is the full responsibility of the vendor. Violation of this clause may result in the removal of the offending vendor's name from the mailing list for a period of up to three years.

3.8.4 Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required. All freight or other delivery charges shall be pre-paid by the vendor.

3.8.5 The University will accept deliveries during normal business hours 9 a.m. to 4 p.m. on normal business days (Monday through Friday).

3.8.6 All items must be delivered into and placed at a point within the buildings as directed by the University. Notification must be given 24 hours in advance on any single item that weighs over 500 pounds by calling our Receiving Clerk at 973-720-2156.

3.8.7 Unloading and the placing of any supplies or equipment at any specified site in this bid is the sole responsibility of the successful bidder with notification given to their assigned trucker for implementation of this requirement at no additional cost to the University.

NOTE: ANY EXCESS QUANTITY SHIPPED OTHER THAN THAT SPECIFIED AND AWARDED WILL BE RETURNED TO THE VENDOR ON A C.O.D. BASIS.

3.9 UNIVERSITY'S RIGHT OF FINAL BID ACCEPTANCE - The University reserves the right to reject any or all bids, or to award in whole or in part if deemed to the best interest of the University to do so. In case of tie bids, the University shall have the authority to award orders or contracts to the bidder or bidders best meeting all specifications and conditions.

3.10 BID ACCEPTANCES AND REJECTIONS - Pursuant N.J.A.C. Title 17, Chapter 12, Subchapter 2.4 through 2.5 the terms and conditions defined therein relating to informalities in bidding and automatic rejections of bids shall apply to all proposals and bids.

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

3.12 MAINTENANCE OF RECORDS - The contractor shall maintain record for products and/or services delivered against the contract for a period of seven (7) years from the date of final payment. Such records shall be made available to the University upon request.

4.1 PRICE FLUCTUATIONS DURING CONTRACT - All prices quoted shall be firm and not subject to increase during the period of the 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 on 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 within five (5) days of the effective date.

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

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

4.3 C.O.D. 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.

The University reserves the right to deduct from the vendor's invoice submitted for payment, all charges incurred in the event any items are shipped and delivered on a "Collect" basis via common carrier in lieu of the specified F.O.B. delivered terms as indicated in this bid award.

4.4 TAX CHARGES - The University is exempt from all New Jersey sales, use and local taxes under N.J.S.A. 54:32B-9A. As a non-profit institution the University is exempt from Federal Excise Tax. These taxes must not be included in vendor quotations or invoices.

4.5 PAYMENT TO VENDORS - Payments for goods and/or services purchased by the University will only be made against the vendor's invoice and the University certification of receipt of goods or service.

The University agrees to pay the **CONTRACTOR** in current funds for the performance of the contract subject to additions and deductions, said payment to be made within 30 days after such supplies or equipment have been delivered, inspected and found in compliance with the agreement. *Payments for partial deliveries will only be made upon completion of at least 90% of the total order to occur within a 30-day period from the time of the bid award and/or acknowledgment by the supplier. The University will reserve the right to either accept the remaining items as an open order or cancel them after this 60-day period depending on the need for these items and their availability from the latest delivery information forwarded by the supplier.

*Unless indicated otherwise.

5.0 CASH DISCOUNTS - Cash discounts for periods of less than fifteen (15) days will not be considered as factors in the award of contracts for purposes of determining the compliance of any discount offered.

1. A discount period shall commence on the day the University receives a properly executed vendor's invoice for products and services that have been duly accepted by the University in accordance with the terms, conditions and specifications on 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.

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.

6.0 TIME FOR CONTRACT AWARD - The Award of the Contract or the rejection of the bid(s) shall be made within 60 days of the date of receiving bids. Bidders and its surety agree that the time for acceptance of its bid shall be automatically extended for an additional 30-day period for the making of the award, unless bidder and its surety notify the University in writing by certified mail, not more than 10 days or less than 5 days from a date 30 days after the receipt of bids, that bidder and its surety do not agree to said 30-day automatic extension. In the event of said automatic extension, the University shall make the award or reject such bids on or before 90 days from the date of receiving bids.

7.0 ASSIGNMENTS - The contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the University. In case the contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied under this contract.

8.0 OBLIGATION OF BIDDER - At the time of the opening of bids, each bidder will be presumed to be thoroughly familiar with the specifications, supply and equipment lists and contract documents, including all addenda, and, if applicable, to have inspected the site. The failure or

omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to its bid.

If any item is withdrawn by the successful lowest bidder **after award** by the Board of Trustees and has to be purchased from the next lowest bidder, the Director or his/her designee of Purchasing of the University reserves the right to charge any additional difference paid to the original bidder for its cancellation in the form of a deduction from its invoice for other items purchased or as a separate billing.

9.0 PROHIBITED INTERESTS - No official of the University who is authorized in such capacity and on the behalf of the University to negotiate, make, accept or approve, or to take part in negotiating, making accepting, or approving any material or supply contract or any subcontract in connection with the furnishing of supplies, services, and/or equipment, shall become directly or indirectly interested personally in this contract or in any part hereof.

9.1 STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in their official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, their official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

10.0 AGENDA AND INTERPRETATION - Should the bidder find discrepancies or omissions in the specifications, bidder shall at once notify the University which will send written instructions to all bidders. No oral interpretation of the specifications or other contract documents will be given to any bidder. Every request for such interpretation shall be addressed in writing to the University; and to be given consideration, it should be received at least five (5) days prior to the date set for the opening of the bids. All such interpretations and supplemental instructions will be in the form of written addenda to the specifications and drawings and become a part of the contract documents. Failure to receive any such addenda shall not relieve any bidder from any obligation under its bid as submitted. In the event of a dispute as to the true meaning of these instructions or the specifications, the interpretations of the Board of Trustees of the University shall be final and binding.

11.0 MANUFACTURERS TRADE NAME AND CATALOG REFERENCES - The Trustees of William Paterson University will consider products of manufacturers which are equal in quality to the items on the equipment list and in all ways meet the specifications, and O.S.H.A. requirements.

When a catalog reference follows the description of an item, such catalog reference is intended as a means of more fully describing the item in the shortest possible space and is to be regarded as part of the description of the item. The use of catalog references is not intended to limit competition. These catalog numbers have been adopted from their respective sources for purposes of identification and to establish minimum requirements for quality and design. All manufacturers' names, brand names, and catalog numbers contained herein are intended to designate type, size materials, finish, and quality only. The bid may be based on equipment by other manufacturers having similar design, equal quality, and/or equivalent. However, if another brand is submitted, it must be accompanied with documentation by an independent testing lab certifying that it meets the equivalency of those specifications contained in this bid, if applicable. Decision of the University as to quality, conformance to any enclosed specifications shall be final. Any enclosed specifications with this bid are to be used as a reference by those vendors who can offer the University another brand who does meet at least the minimum standards indication or who can furnish evidence that its product or service are equivalent in size, configuration, testing, or operation in its intended use. Bidders shall designate manufacturer's name and catalog number on which its bid is based where these differ from those designated. **Where**

brand names are not indicated, supplier must specify brand names In any instance, where the proposed supply or equipment differs from the items on the equipment list contained in these specifications, such differences must be explained by way of detailed specifications and descriptions submitted as part of the bid.

Failure to change descriptions as above indicated will be interpreted to mean that the bidder intends to furnish the particular make of article specified, and the University will insist upon delivery of the specified item. Substitutions will not be permitted after bids have been opened.

The decision of the University as to whether an alternate or substitution is in fact "equal" shall be final.

12.0 SAMPLES - The University reserves the right to request a representative sample of the item quoted upon prior to the award.

Samples, when required, must be submitted in accordance with instructions, otherwise bids may not be considered.

When samples are requested subsequent to bid opening, they shall be delivered within 10 days of the request, or as directed.

Samples shall be delivered free of charge and shall be removed by the bidder at its expense.

The University will not be responsible for any samples damaged or destroyed by examination.

13.0 SUBSTITUTIONS - Substitutions shall not be allowed by William Paterson University except in cases in which it is impossible for the contractor to provide the required services or materials which were offered in the bid. The bidder will be required to furnish written proof of its revised costs for the service or material to the Director or his/her designee of Purchasing. If the substitutions are lower in cost than the original specified materials or services, the difference in value between the original specified materials or services and the substituted services or materials shall be a credit to William Paterson University and shall be deducted from the contract price. If the substitutions are greater in cost than the original specified materials or services, such added cost shall be borne by the successful bidder. Notwithstanding the foregoing, William Paterson University reserves the right to pursue all lawful remedies in the event that a vendor fails to provide the materials or services that it has offered in its bid.

14.0 BID SECURITY (If applicable) - As a guaranty, each bid must be accompanied by a deposit of a certified check, cashier's check or bid bond acceptable to William Paterson University, and payable to William Paterson University, Wayne, NJ, in the sum of ten (10) percent of the total amount of the bid, not in excess of \$20,000. In the event that any law or regulation of the United States imposes any condition upon the awarding of a monetary grant to any contracting unit, which condition requires the depositing of a guaranty in an amount other than ten (10) percent of the bid or in excess of \$20,000, the provisions stated herein shall not apply and the requirement of the law or regulation of the United States shall govern. (N.J.S.A. 40A:11-21).

The bid security, except the security of the three lowest responsible bidders, shall be returned within ten (10) days after the opening of bids, Sundays and holidays excluded, after the awarding and signing of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them. (N.J.S.A. 40a:11-24)

15.0 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT - The successful bidder, upon failure or refusal to execute and deliver the contract and signed acknowledgment copy of Purchase Order required or Performance Bond when requested within ten (10) days after he has received notice of the acceptance of its bid, shall forfeit to the owner, as liquidated damages for such failure or refusal the bid security deposited with its bid.

16.0 DEFAULT OF Bidder - (If applicable) If the University shall declare the said Contract in Default in whole or in any part, such declaration of default shall in no way relieve or effect the liability of the Contractor and its surety for breach of any of the covenants and conditions of said contract.

If the work or services to be done hereunder is either incomplete, neglected or delayed, unsatisfactory, abandoned by the contractor or otherwise in violation of the provisions of the contract, or if this Contract shall be assigned or the work or services sublet by him otherwise than as specified in the contract, or if at any time or for any reason the University declares the Contractor in default, the University may notify the Contractor to discontinue all work or services or any part thereof or may notify the Contractor to remedy or correct the conditions or any part thereof or may notify the Contractor to remedy or correct the conditions or breaches enumerated by a written notice served upon the Contractor at its last known address. In the event that the work or services is ordered discontinued as herein provided or in case the said conditions or breaches are not remedied and corrected to the satisfaction of the University within three (3) days or from the service of said written notice, the University will thereupon have power to have the work or services completed by the surety or to contract for the completion of the work or services or such parts thereof, in the manner prescribed by law or to employ such persons as it may deem advisable to complete the work or services or to complete the work or services itself and to charge to the expenses so incurred and any resulting damages to the Contractor. Without limitation of its remedies and reserving the right to maintain an action to recover damages arising from any default, the University may deduct the expense incurred there from the payments due or to become due and the Contractor shall be liable for any deficiencies.

17.0 SUMMARY - Bidders must be cognizant that William Paterson University is a public, tax supported institution in the State of New Jersey, and the County of Passaic. As such, William Paterson University has the desire, the requirement, and the responsibility to adhere to all the applicable statutes, policies, practices, and individual judgments which protect or advance the interests of the Citizenry, Bidders, therefore, must agree, if applicable, to execute and provide all affidavits, agreements, certificates, statements, authorizations, and other assurances or documents of Compliance which William Paterson University may require in such cases as Affirmative Action, Non-Collusion, Manufacturer's Certificate, Ability to Perform Certificates, Stock Disclosure, and various other forms required by law and the Board of Trustees.

PROPOSAL FORM

Having carefully examined the Request and the Specifications entitled:

BID NUMBER: **B9339314**
CLOSING DATE: **June 27, 2017 at 2:00p.m.**
TITLE: **Purchase Yamaha Pianos or Equivalent**

and acknowledges receipt of Addenda (if any) numbered:

The undersigned proposes to provide the services called for by the said document and to furnish all necessary equipment, labor, and materials to complete the entire general contract work as shown and described herein within a period of fifteen working days or as noted in the request, of written notice to proceed, for a not to exceed price of:

_____ (\$ _____)

Bid Bond: Bid Bond is not required

PERFORMANCE BOND: Performance Bond is not required

Performance Bond and Surety Consent are not required of the successful Company.

(Signature) _____

(Print or Type Name) _____

(Title) _____

(Firm) _____

(Address) _____

(Telephone) _____

(Date) _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

I, _____ of the City of _____ in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am (Name and Title)
of the firm of _____

The company making the Proposal for the above named service, and that I executed the said Proposal with full authority so to do; that said company has not, 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 the above named service; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that The William Paterson University relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said service.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(Name of Company)

Subscribed and sworn to
(Also type or print of affiant under signature)

before me this _____ day
of _____ 201__.

Notary Public of _____
My commission expires _____

REQUIRED AFFIRMATIVE ACTION EVIDENCE FROM CONTRACTOR OR VENDOR

Bidders are required to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27). All successful vendors must submit one of the following forms of evidence. Indicate on the applicable lines below whether you have met any criteria for compliance with the New Jersey Affirmative Action Regulations. Your bid will be accepted even if you are not in compliance at this time. If, however, you are the lowest responsive bidder and have not yet complied with the Affirmative Action regulations, we will send you the affirmative action documents for completion prior to award. Affirmative Action evidence should be submitted within 7 days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner.

___ A VENDOR AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT WAS SUBMITTED TO THE PURCHASING DEPARTMENT. (FORM AA302)

___ LETTER OF FEDERAL APPROVAL. (PROOF OF THIS WILL BE REQUIRED AT TIME OF AWARD.)

___ CERTIFICATE OF EMPLOYEE INFORMATION REPORT. THE NUMBER IS .

___ NONE OF THE ABOVE.

I certify that the above information is correct to the best of my knowledge.

Firm Name _____

Signature _____

Title _____

Date _____

Bid Identification No. _____

VENDOR: THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID PROPOSAL.

EMPLOYEE OR RELATIVE DISCLOSURE REQUIREMENT

This form is to be completed by all companies seeking the award of any contract. No company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any public funds by William Paterson University unless prior to the receipt of the bid or accompanying the bid, the company has submitted a statement setting forth the information solicited below.

1. State if you, or your employee (if known) are currently employed at William Paterson University.

Yes____ No

If so, please indicate name and position held at William Paterson University.

2. State if any shareholder who owns 10% or more of your stock, if a corporation or partner who holds 10% or more of an interest, if a partnership, is currently employed at William Paterson University.

Yes____ No

If so, please indicate name and position held at William Paterson University.

3. State if you, or any stockholder, who owns 15% or more of your stock, if a corporation, or any partner who owns 10% or more of an interest, if a partnership, as the case may be, has any relatives employed at the University.

Yes____ No

If yes, please indicate their names and the nature of the relationship (e.g., brother, cousin, parent or child).

By: _____
 (Name of Company) (Address)

Subscribed and sworn to _____
 (Type or print name of affiant along with signature)

Before me this day of _____, 20 .

 Notary Public of
 My Commission Expires

COMPANY CONFIRMATION

William Paterson University
358 Hamburg Turnpike

Bid Title: _____

Wayne, NJ 07470

Date: _____

Gentlemen:

In compliance with your instructions we have completed and are returning to you the following documents:

___	Bid Reply Documents
___	Non-Collusion Affidavit
___	Employee or Relative Disclosure Requirement
___	Bid Security (If Applicable)
___	Disclosure of Investment Activities in Iran
___	MacBride Principles Form
___	New Jersey Affirmative Action compliance or Federal Letter of Approval
___	Source Disclosure Form
___	Two-Year Chapter 51/Executive Order 117 – Vendor Certification
___	Public Law 2005 – Chapter 271
___	Business Registration Certification (BRC)

We have read and understand the specifications which are a part of this proposal.

It is our intent to furnish and deliver the materials as specified on or before (date) _____.

All of the documents enumerated above are attached hereto and are hereby a part thereof.

The Company hereby certifies that all of the figures, computations, and additions used in estimating the bid herein have been carefully checked and are accurate in all respects and no further claims shall be made as a basis for withdrawal of this bid after opening on these grounds.

Minimal quantities have been specified. The University reserves the right to purchase additional quantities at the bid price at any time up to (90) days. After the final delivery date specified.

Bid Security (If Applicable) in the sum of \$ _____ in the form of _____ is submitted herewith in accordance with specifications.

This bid shall remain in effect and will not be withdrawn for any reason for a period of sixty (60) days from date specified for opening bids.

This is to confirm that the undersigned is a representative of the corporation bidding on this requirement and is legally authorized to obligate its firm to the terms and prices submitted for this request on the attached documents.

Name Printed _____

Signature _____

Title _____ Date _____

SUPPLIER INFORMATION
RETURN TO: WILLIAM PATERSON UNIVERSITY-PURCHASING OFFICE
 358 Hamburg Turnpike, PO Box 913, Wayne, NJ 07474-0913
 Telephone (973) 720-2101 Fax (973) 720-2872

COMPANY NAME:		Federal/State Employer ID or Social Security Number
PO BOX/RD #:		
ADDRESS (NUMBER, STREET):		
CITY, STATE, ZIP:		
CONTACT PERSON:		CONTACT/TITLE:
TELEPHONE NO:	TOLL FREE NUMBER:	CONTACT EMAIL ADDRESS:
	FAX NO:	
STATE INCORPORATED IN:	OWNERSHIP OF BUSINESS: <input type="checkbox"/> CORPORATION <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> NON PROFIT	IS THIS THE PRIMARY BUSINESS LOCATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
TOTAL # FULL TIME EMPLOYEES: _____ #FULL TIME EMPLOYEES THIS SITE: _____	DO YOU WISH TO REGISTER AS: SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES <input type="checkbox"/> NO Are you currently certified or registered by the State of New Jersey: Yes _____ No _____	
PLEASE LIST THE COMMODITIES THAT YOUR FIRM IS ENGAGED IN: _____		
INFORMATIONAL ONLY		
Check appropriate fields.		
SMALL BUSINESS ENTERPRISE: <\$50,000 _____, \$500,000- \$5,000,000 _____, \$5,000,000 less than \$12,000,000 _____		
MINORITY BUSINESS ENTERPRISE: <\$50,000 _____, \$500,000- \$5,000,000 _____, \$5,000,000 less than \$12,000,000 _____		
WOMEN BUSINESS ENTERPRISE: <\$50,000 _____, \$500,000- \$5,000,000 _____, \$5,000,000 less than \$12,000,000 _____		
OWNER'S NAME(S)	PERCENT OWNERSHIP	ETHNICITY (SEE ABOVE)
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
Please check All That Apply:		
Large Business <input type="checkbox"/>	African American <input type="checkbox"/>	Native American <input type="checkbox"/>
Women Owned <input type="checkbox"/>	Asian American <input type="checkbox"/>	Veteran <input type="checkbox"/>
Small Business <input type="checkbox"/>	Hispanic/Latino <input type="checkbox"/>	Service Disabled Veteran <input type="checkbox"/>
Certifications: State of NJ <input type="checkbox"/>	NJDOT <input type="checkbox"/>	SBA <input type="checkbox"/>
I attest that the information herein is true and accurate to the best of my knowledge, I understand that any information willfully falsified or omitted may result in this firm's being disbarred from bidding on contracts for a period of up to two years, and liability to attendant civil and criminal penalties.		
INFORMATION FURNISHED BY: _____		TITLE: _____
SIGNATURE: _____		DATE: _____

Revised 3/07

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

INFORMATION AND INSTRUCTIONS
For Completing the "Two-Year Vendor Certification and Disclosure of
Political Contributions" Form

Background Information

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

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

Two-Year Certification Process

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

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

Instructions for Completing the Form

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

Part 1: BUSINESS ENTITY INFORMATION

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

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

Vendor Email – Enter the vendor's primary email address.

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

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

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

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

Part 2: DISCLOSURE OF CONTRIBUTIONS

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

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

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

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

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

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

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

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

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

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

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

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

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

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

Read the five statements of certification prior to signing.

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

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

State Agency Procedure for Submitting Form(s)

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

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency. The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

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

Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>
Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>

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


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

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

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

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

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


 State of New Jersey
 Department of the Treasury
Division of Purchase and Property
 Two-Year Chapter 51/Executive Order 117 Vendor Certification and
 Disclosure of Political Contributions

FOR STATE AGENCY USE ONLY	
Solicitation, RFP, or Contract No. _____	Award Amount _____
Description of Services _____	
State Agency Name <u>William Paterson University</u>	Contact Person <u>Lirse P. Jones</u>
Phone Number <u>973 720-2862</u>	Contact Email <u>Jonesl@WPUNJ.EDU</u>
<input type="checkbox"/> Check if the Contract / Agreement is Being Funded Using FHWA Funds	

Part 1: Business Entity Information

Please check if requesting
recertification

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

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

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

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

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

<p style="text-align: center;">All Officers of a Corporation or PC</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p style="text-align: center;">10% and greater shareholders of a corporation or all shareholder of a PC</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p style="text-align: center;">All Equity partners of a Partnership</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p style="text-align: center;">All Equity members of a LLC</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

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

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

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

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

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)
2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee
3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
If this form is not being completed electronically, please attach additional contributions on separate page. 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) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

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

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

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

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

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

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

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

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

Signed Name _____ Print Name _____
 Title/Position _____ Date _____

Procedure for Submitting Form(s)

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

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

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

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

**PUBLIC LAW 2005
and CHAPTER 271**

**Vendor Certification
Political Contribution Disclosure Form**

Contract Reference: _____ **Vendor:** _____

At least ten (10) days prior to entering into the above-referenced contract, the Vendor must complete this Certification and Disclosure Form, in accordance with the directions below and submit it to the State contact for such contract.

Please note that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no vendor will be precluded from entering into a contract by any information submitted on this form, a vendor's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

Disclosure

Following is the required Vendor disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor is required to disclose Reportable Contributions by: the Vendor itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor or more than 10% of the stock of the Vendor, if the Vendor is a corporation for profit; a spouse or child living with a natural person that is a Vendor; all of the principals, partners, officers or directors of the Vendor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed reportable."

PUBLIC LAW 2005 CHAPTER 271	Vendor: _____
--	----------------------

Name and Address of Committee to Which Contribution Was Made	Date of Contribution	Amount of Contribution	Contributor's Name
Indicate "none" if no Reportable Contributions were made. Attach Additional Pages As Needed			

Certification:

I certify as an officer or authorized representative of the Vendor that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Name of Vendor: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

PB-MP.1 R5/26/09

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

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

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

_____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

Signature: _____

Date: _____

Print Name: _____

Title: _____

Firm Name: _____

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

Solicitation Number: _____ Bidder/ Offeror: _____

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

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

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

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

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

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

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

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): _____ Signature: _____
 Title: _____ Date: _____

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____ Solicitation Number: _____

I hereby certify and say:

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

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

Instructions:

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

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

Contractor and/or Subcontractor	Description of Services	Performance Location[s] by Country	Reasons why services cannot be performed in U'S
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

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

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

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

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

Contractor: _____
 [Name of Organization or Entity]

By: _____ Title: _____

Print Name: _____ Date: _____

EXHIBIT A

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The bidder 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the bidder will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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 bidder 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 bidder or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the bidder, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The bidder 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 bidder's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The bidder or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

EXHIBIT A (Cont)

The bidder or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The bidder or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

In conforming with the targeted employment goals, the bidder 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The bidder shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The bidder and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

B9339314 Purchase of Yamaha Pianos or Equivalent					
Brand	Model	Description	Qty	Price	Percentage off List Price
Yamaha	U1	Upright	1	\$	
Yamaha	U3	Upright	1	\$	
Yamaha	C2X	Grand	1	\$	
Yamaha	C3X	Grand	1	\$	
Yamaha	C5X	Grand	1	\$	
Total Cost				\$	

This is for equipment purchase and delivery only.

This is not a commitment to purchase all of the equipment listed.

All equipment must be new and unused, not refurbished.

Proposal must include manufacturers warranty information.

Company's providing (or equivalent) equipment must provide specifications for equipment they are offering

The University will be the final authority as to whether or not substitute/or equivalent equipment is acceptable.

Prices shall include all cost associated with the delivery and installation to the university.

Company Name: _____

Contact Name: _____

Signature: _____

Date: _____

