



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
04/17/17

RESPOND BY:
05/23/17 2:00PM

BID NUMBER
B9339312

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:
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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
001		Elevator Maintenance & Repair		
002		REQUEST FOR QUOTATION PAGE MUST BE SIGNED.		
011		Bids must be returned with all specifications and		
021		enclosures and on University bid forms to receive		
031		consideration. Failure to comply may be cause		
041		for rejection. Alternate bids must have detailed		
051		specifications enclosed to receive consideration.		
061		Failure to comply may be cause for rejection.		
071		Bidders May Not Submit More Than One Bid.		
081		Provide contact person _____		
091		Provide email address _____		
101		Provide telephone number _____		
111		Provide fax number _____		
121		Bid Bond, Performance and Surety		
131		are required.		
001	1 LOT	Comprehensive Verticle Transportation		

CASH DISCOUNT TERMS _____

BIDDER'S SIGNATURE : _____

DATE : _____



**WILLIAM
PATERSON
UNIVERSITY**

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

Request for Proposal B9339312
Comprehensive Vertical Transportation (Elevator) Maintenance & Repair

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Purpose and Intent

The William Paterson University of New Jersey, hereinafter referred to as “WPUNJ”, is soliciting proposals for Comprehensive Vertical Transportation (Elevator) Maintenance & Repair.

The purpose of this Request of Proposal is to define the specifications and requirements and solicit proposal from prospective contractors for Comprehensive Vertical Transportation (Elevator) Maintenance & Repair. It is the intent of William Paterson University that this RFP, the response of the successful contractor, and any subsequent modifications or additions mutually agreed to in writing, will be incorporated into a subsequent Agreement between the parties.

William Paterson University is soliciting proposals for an exclusive elevator partnership. The three-year partnership periods begin on July 1, 2017 and end on June 30, 2020. There will be a provision to extend the partnership for two consecutive one-year periods at the end of year 3 and 4.

The University

WPUNJ is a public institution of higher education operating under the laws of the State of New Jersey (N.J.S.A. 18A: 64-1, etseq.)

Founded in 1855 and granted university status in 1997, WPUNJ 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 WPUNJ’s operations. Under the law, WPUNJ is an instrumentality of the State with a high degree of autonomy.

WPUNJ’s advanced facilities provide students with a wide range of learning opportunities throughout the campus and in its classrooms, laboratories, studios, and at various off-campus locations.

WPUNJ’s faculty members provide a valuable blend of accomplished scholarship and practical, applied experience. Its distinguished faculty includes 37 Fulbright scholars and recipients of numerous other awards, grants, and fellowships. Students benefit from individualized attention from faculty mentors, small class sizes, and numerous research, internship, and clinical experiences.

WPUNJ 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. WPUNJ has 1.9 million square feet in 40 main campus buildings.

SITE VISIT

There will be a mandatory pre-bid conference on May 5, 2017 at 11:00a.m, meet at the 11:00a.m. Facilities Office, Conference Room, William Paterson University, 300 Pompton Road, Wayne, NJ.

Scope of Work

1.0 SPECIFICATIONS:

SECTION 01 GENERAL CONDITIONS

A. Contractor shall, **each month**, systematically perform examinations, adjustments, cleaning and lubrication of all machinery, machinery spaces, hoistways and pits. Adjust, lubricate, clean and when conditions warrant, repair or replace the listed following items and components thereof and all other mechanical or electrical equipment as required by this Scope of Work. WPUNJ maintains the right to request additional work not contained in the Scope of Work.

NOTE: All preventative maintenance shall be performed on a minimum of once every twenty eight(28) calendar days and at a maximum of once every thirty one (31) calendar days.

B. Contractor shall be fully responsible to inspect, test and maintain, repair or replace as needed all parts of the electric and hydraulic elevators, consisting of, but not limited to machines, motors, hydropower unit, relief and check valves, hydraulic fluid hoses or pipes, scales, plungers, cylinders, motor-generators, brushes, controllers, selectors, worms, gears, thrust bearings, brake magnet coils or brakemotors, brake shoes, windings, rotating elements contacts, coils resistors for operating and motor circuits, magnet frames, leveling devices, cams, car and hoistway door hangers, tracks and guides, closers, interlocks, secondary locks, parking locks, door operating devices and door motors, car, and hall position indicators and acknowledging lights, pushbuttons, indicators, hall lanterns and all other elevator signal, scheduling and accessory equipment complete. Underground piping is not included.

C. When necessary, the Contractor shall renew guide shoe gibs or rollers as required to insure smooth and quiet operation.

D. All work, inclusive of 24 hour call back service and regular examinations, required inspections, repairs and replacements in accordance with this contract, is to be conducted during the regular business hours of the Contractor or at such other times as may be required to fulfill Contractor's obligations hereunder, at no additional cost to WPUNJ.

E. Contractor shall conform to all directives, orders and requirements of the WPUNJ and shall provide such services to the satisfaction of same. The Contractor shall employ no equipment, materials or persons to which management objects. Any order or request made by Management, shall upon request by the Contractor, be confirmed in writing.

F. Contractor shall have throughout the term hereof, availability to machine and re-wind shops that include the following:

- 1) Two lathes – one lathe shall be capable of handling stock 18" x 60".
- 2) Drill press
- 3) Power hacksaw

- 4) Milling machine
- 5) Ten ton hydraulic press
- 6) Turning tools capable of turning any hoisting machine commutators on job sit
- 7) Machine tools capable of turning main drive sheave grooves on the machine.
- 8) Testing facilities with reversing ammeters, reversing voltmeters, power source capable of supplying voltages from 0 to 600 volts A.C. or D.C. Testing equipment required for solid state components and solid state motor drives.
- 9) Machine and re-wind shop(s) shall be located within a 25 mile radius of the University.

G. Maintenance

The maintenance work outlined in this specification shall be performed during regular working hours of 8:00 AM to 4:30 PM, Monday through Friday, State holidays excluded. No preventative maintenance which requires the shutdown of a unit is to be performed without being scheduled and confirmed in advance.

Service Tickets must be submitted to the Manager of Administrative Services for all elevators serviced including monthly maintenance. Service tickets must show the date and explanation of the elevator problem or work being done and the status of the work when they leave the site. In addition, all mechanics are required to report to the Physical Plant Operations (PPO) office before and after all work and sign their time in and time out in the PPO vendor log book.

H. Callback Service

There are two types of callback service. One type is classified as emergency and the other as immediate response commonly referred to as just callback. "Response" is defined to mean on the site working.

1) Emergency callback service requires the contractor to have workers report to the site of the emergency within thirty (30) minutes after receipt of a request for such service by telephone or otherwise from the University. An emergency situation may mean when an individual is trapped inside an elevator or the existence of any other clear and present danger to health and safety.

2) Callback service requires that a worker be on site within sixty (60) minutes. The evaluation of the successful contractor's compliance with stated response times will be made within a context of response time performance. If a second shutdown occurs simultaneously worker shall be dispatched. If a third shutdown occurs at the same time as the other two, a third worker shall be dispatched. If additional simultaneous elevator down times occur, the worker shall report to the University for establishing repair priority. This callback service shall be limited to adjustments or repairs to provide uninterrupted elevator service. Callback service shall be performed as part of this contract without a charge during normal working hours and be responsive on a twenty-four hour basis, seven days a week. The contractor will provide the University with names and telephone numbers of the persons to call including supervisory and management personnel.

J. Overtime

During the term of the contract, WPUNJ may authorize the contractor to use overtime in order to expedite major repairs. This authorization will be granted only in those instances where the

Using Agency has made a determination that such action is in the overall best interest of WPUNJ.

SECTION 02 LUBRICATION

A. Contractor shall provide and display a monthly maintenance schedule in the motor room and lubricate, at regularly scheduled intervals, all of those mechanical parts recommended to be lubricated by original manufacturer of the elevator and/or escalator equipment or to otherwise lubricate at the frequency and in the manner specified by said manufacturer.

B. Contractor shall keep the guide rails clean and properly lubricated except when roller type guides are involved, no rail lubrications shall be used.

SECTION 03 LUBRICANTS

A. Lubricants shall consist of oils, hydraulic fluids, greases, and compounds, furnished by the Contractor, and shall be of the highest quality of consistencies of which shall be proper for the purposes employed and for the parts to which applied, it being understood and agreed between the parties hereto that abrasive bearing lubricants shall not be employed except on new parts installed and only, if and for the period recommended by the original manufacturer of the elevator equipment. Where abrasive bearing lubricants have been employed in conformity hereto, they are to be thoroughly removed by cleaning after the working-in period has elapsed.

B. All lubricants shall be kept properly sealed to prevent leakage, and stored in metal cabinets.

SECTION 04 CLEANING

A. Contractor shall, during the course of all routine examinations, remove and discard immediately, all accumulated oil, grease, dirt and debris from machine spaces, car tops and pit areas. Prior to each anniversary date of this contract, Contractor shall thoroughly clean down the entire hoistway of all accumulated dirt, grease, dust, and debris.

SECTION 05 CLEANING MATERIALS

A. Cleaning compounds, waste and other materials are to be supplied by the Contractor, it being understood and agreed that cleaning agents employed shall not be flammable or noxious and must always be stored in local fire department or OSHA approved metal cabinets provided by the Contractor. Equally approved metal containers shall be provided by the Contractor for the disposal of used materials.

SECTION 06 WIRE ROPE CABLES

A. Contractor shall be fully responsible for the examination of all wire rope cables, and shall maintain equalization of hoisting and compensating ropes. Contractor shall renew hoisting ropes, compensation ropes, and governor ropes, whenever necessary to insure maintenance of adequate safety factor or upon notice of violation by the governing agency, insurance carrier, or

other governmental body or agency having authority. The Contractor shall shorten hoist ropes, compensating ropes and governor ropes as required to maintain legal and proper counterweight bottom clearances, compensating and tension sheave clearances.

B. Contractor shall be responsible to maintain all wire rope cables by the application of lubricant intended for this purpose at the condition and frequency as recommended by wire rope cable manufacturer.

SECTION 07 ELECTRICALWIRING

A. Contractor shall be fully responsible for repairing and/or replacing all electrical power, control and communication traveling cable wiring and conductors extending to the entire elevator system from mainline switch in the machine room or other points of origin in the machine room and outlets in the hoistway. The main line switches, together with fuses for same, are excluded. The contractor shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design of the equipment unless changes are authorized in writing by the using agency. The contractor shall submit any proposed change to the agency for approval. This submission shall be in quadruplicate, and it shall include complete neatly prepared drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposal to WPU, the contractor shall, at its own cost and expense, have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, the contractor shall provide the State with as-built drawings of modifications.

SECTION 08 PAINTING

A. Contractor is responsible for keeping the exterior of the machinery and any other parts of the equipment subject to rust, properly painted identified and presentable at all times. Field windings and coils are to be periodically treated with proper insulating compound.

SECTION 09 DRIVE SYSTEM

A. The drive (motion control) system shall be maintained to provide smooth acceleration and retardation. Contractor shall maintain elevators in accordance with the manufacturer's or consultant's performance specifications including rated speed, floor to floor times, leveling, door timing, etc.

B. The drive (motion control) system, including setting of load weighing switches by the use of test weights, shall be checked and tested annually to insure that all circuits and controls are properly adjusted, and that the system performs as designed and installed by the manufacturer, and in accordance with the performance criteria attached.

C. Contractor shall promptly submit to owner a full description of the test of the drive system, and results of such test. The Contractor is responsible for the coordination and scheduling of inspections with the State elevator inspector.

SECTION 10 SUPERVISORY SYSTEM

A. The group supervisory system shall be checked and tested quarterly to ensure that all circuits and time settings are properly adjusted and that the system performs as designed and installed

by the manufacturer. Record of such testing shall be promptly provided to WPUNJ.

SECTION 11 COMMUNICATION SYSTEM

A. The Firemen Service system shall be tested monthly, at a time specified by Management, for operation under Phase I and Phase II, as defined by code. Management will advise the contractor at least one (1) week in advance of required test performance date and time. The elevator communication system shall be tested at the same time. Fireman Service testing may be performed in conjunction with monthly elevator maintenance.

B. Contractor must complete test log in machine room for the inspection of the State elevator inspector.

SECTION 12 SPARE PARTS

A. In addition to minor spare parts hereinbefore mentioned, the Contractor shall, at all times during the term of this contract, maintain [for immediate installation] an adequate supply of all replacement parts including, but not limited to printed circuit boards, program tapes, tape readers, lamps (minimum of two each type), hydraulic plunger seals, hydraulic fluid hoses, hydraulic pump motor drive belts, hydraulic jack drip rings, one door operator motor and gear reduction nuts for each type of door, transformers and rectifiers for each type and size used, relays and switches, controller and selector switch contacts and coils for each type and size used, leveling switches, magnets and inductors, door interlock roller, car door safety edge complete, car door photo electric safety device, hanger rollers for both car and hall doors, limit switches and terminal stopping switches, roller guides for car, electronic tubes for each type and size used, flexible guide shoe gibs, torque wrenches and other small tools, and other parts kept in each elevator motor room, for the performance of routine preventive maintenance and in order to perform his obligations pursuant to the terms of this contract without any delay whatsoever.

B. All spare parts shall be kept in locked metal storage cabinets provided by the Contractor. Major replacement parts shall be maintained within a 25 mile radius of the site and deliverable within 24 hours' notice.

SECTION 13 WIRING DIAGRAMS

A. The Contractor shall maintain one (1) complete set of "as-built" field wiring and straightline wiring diagrams in machine room, showing all electrical circuits in the hoistway as well as the machine room, showing also any changes or update of circuits. This set of diagrams is to be framed under glass or on pivoted hard boards coated with an approved plastic sealer and mounted in elevator machine room as directed by WPUNJ. These diagrams shall be the property of WPUNJ.

B. Contractor shall maintain a complete duplicate set of updated electrical wiring diagrams on file with WPUNJ - and these diagrams shall be the property of WPUNJ.

C. Contractor shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, not alter the original circuit or wiring design of the equipment unless changes are authorized in writing, by WPUNJ. The Contractor shall submit any proposed change to the State for approval. This submission shall be in quadruplicate and it shall include complete, neatly prepared drawings and wiring diagrams, as well as a complete description of the proposed change. Prior to submitting the proposed work to WPUNJ, the

Contractor shall, at its own cost and expense, have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made the Contractor shall provide the State with as-built drawings of modifications.

SECTION 14 REPAIRS, RENEWALS, AND REPLACEMENTS

A. Repairs, renewals and replacements shall be made by the Contractor as soon as regular or other examinations, or recommendations as per WPUNJ's insurance carrier or any governmental agency having jurisdiction over this equipment reveal the necessity therefore, or when WPUNJ's representative so advises the Contractor under the terms of this contract. It being understood and agreed that repairs, renewals and replacements shall be made in accordance with high standards of preventive maintenance practice and that the repairs and renewals of parts made shall be equal or superior in design, workmanship, quality, finish, fit, adjustment, operation and appearance to the original installation and that replacement shall be new and genuine parts equal or superior to those parts supplied by the manufacturer of the original elevator equipment or its successor.

All parts required herein shall be repaired and overhauled at the Contractor's sole cost and expense. The aforementioned shall apply to the repair, renewal or replacement of all mechanical, electronic, and electrical parts, including but not limited to the following:

1. automatic power operated door operator, car door hanger, tracks, gibs and mounting, car door contact, door protective device, load weighing equipment, car and counterweight frame, car and counterweight safety mechanism, elevator car and counterweight guide shoes, gibs or rollers, buffers, over speed governors,
2. machine, drive sheave, worm, gear, drive sheave shaft, all bearings, brake pulley, brake coil, brake contact, shoe linings, hydraulic power unit, hydraulic pump motors, relief and check valves, hydraulic fluid hoses or pipes seals, plungers, cylinders, (not including underground),
3. main motor, motor generator, windings, rotating element, commutator, field coil, brushes, brush holders, bearings, rotors, slip rings,
4. controller, selector and dispatching equipment, all relays solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, insulators, solenoids, resistance grids, and mechanical and electrical driving equipment, signaling equipment and accessory equipment, intercommunication equipment and wiring,
5. governor, governor sheave and shaft assembly, bearings, contacts and governor jaws, and cable tensioning equipment,
6. deflector or secondary sheaves bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly,
7. hoistway door interlocks, secondary locks, door tracks and hangers, bottom door guides and mountings, astricals, bumpers, and auxiliary door closing devices, and all accessory equipment,
8. hall lanterns, main lobby fixtures, CRTs, main (and auxiliary) car operating panel, buttons, car position indicators, electric door operators, safety edge and photo eyes,

9. Lamps, position indicators, direction indicators, master indicator, control panel, emergency lighting units, ventilating fans and emergency operation signals with related operating components and circuitry.
10. Contractor shall be responsible to re-lamp all lighting fixtures in the pit and top and bottom cab (work lights only), as required.

B. The following items of elevator equipment are excluded; car enclosures (including removable panels, suspended ceilings, light diffusers, etc.), car doors, hoistway enclosures, hoistway doors, doorframes and sills, and fluorescent light tubes.

C. Preventative Maintenance as specified herein shall be performed as approved by the University/Management. No unit may be removed from service for elective work during the peak operational periods, without express written consent from WPUNJ.

During normal working hours, the maximum number of elevators which may be out of service for preventative maintenance, emergency or other repairs and/or testing, etc. shall be one (1) unit per building.

D. When an elevator is shut down, a sign shall be placed at each opening stating: "This elevator is being serviced"

A record shall be maintained by the Contractor of non-emergency maintenance items in need of correction which come to his attention, and he shall provide this list to WPUNJ for Necessary Action during the Contractor's routine visits.

E. Contractor shall provide and keep current suitable check starts for each elevator. One shall be kept in the appropriate machine room of the building in which the elevator is located. A copy shall be turned over to WPUNJ for review. Upon completion of maintenance, the Contractor shall properly initial the chart to indicate the work has been completed.

SECTION 15 COMPLIANCE WITH THE LAW

A. Contractor shall obtain any and all government permits and licenses required for the proper and lawful conduct of the Contractor's business at Contractor's sole cost and expense. If the failure to secure such license and/or permit would, in any way, affect WPUNJ, contractor, at contractor's sole expense, shall be responsible to clear all violations and pay all fines imposed, and shall at all times, comply with the terms and conditions of each such license or permit.

B. Contractor shall, in the conducting of its operation, comply with all applicable laws, orders and regulations of any governmental agencies and authorities having jurisdiction in these matters, at no additional cost to this contract.

C. Contractor shall make all mandated and/or recommended periodic/systematic and routine inspections and tests of the elevator system in accordance with requirements as specified by the Safety Code of Elevators and Escalators (ANSI/ASME A 17.1) and Inspector's Manual for Elevators and Escalators (ANSI/AMSE 17.2) and provisions of the Uniformed Construction Code of the State of New Jersey, and all authorities having jurisdiction.

The Contractor shall perform the inspections and tests indicated herein without additional charge

to WPUNJ, under the terms of this maintenance contract. Confirmation and results of testing shall be forwarded to WPUNJ upon completion. Contractor shall file all required forms with governing authorities.

It shall be the Contractor's responsibility to contact WPUNJ to arrange mutually convenient dates and times for the performance of the inspections/tests. Where possible, the inspections/tests shall be scheduled so as to coincide with the Contractor's regular/routine maintenance inspections /examinations.

The applicable [dated] checklist, punch-list or test report for each inspection/test will be required as evidence/documentation that the inspection/test was performed.

Any deficiencies found as a result of the inspections/tests performed by the Contractor shall be corrected immediately by the Contractor without additional cost to WPUNJ. Upon correction of said deficiencies, Contractor shall re-test the equipment (at no additional cost to WPUNJ) to ensure correction to the satisfaction of WPUNJ. The Contractor shall render to WPUNJ a written statement of the results of the inspections/tests and, any re-tests.

The Contractor shall, at no additional cost to WPUNJ, perform the annual elevator and escalator mandated inspection and test as required by the Uniformed Construction Code of the State of New Jersey and ASME A17. The Contractor shall prepare a schedule for each year to perform such tests as to not interfere with any other work or procedures or building operations. Management shall review schedules for approval.

WPUNJ retains the right to have all inspections/tests, procedures performed in the presence of a representative of WPUNJ, but such representation does not limit the Contractor's responsibility for performance or recording of the procedures.

Any deficiencies discovered during the inspections/tests shall be characterized as follows:

1. Emergency Methods shall be utilized for life safety or other immediate deficiencies that adversely affect normal, safe operation of the unit. Upon occurrence of the aforementioned, the Contractor shall notify WPUNJ verbally and provide a written confirmation the following day. Work required to correct the situation shall be initiated immediately and, upon completion of repair/correction, Contractor shall render verbal and written notification to WPUNJ.

2. Critical Methods shall be utilized for those deficiencies that could become life threatening or further impair the safe operation of the unit(s) before normally scheduled routine maintenance repairs and adjustments. "Critical" deficiency classifications shall be applied to conditions that will create critical service interruptions. Required repairs, replacements, adjustments shall be scheduled with WPUNJ for corrective actions and re-inspection of the unit(s) within 48 hours of occurrence of deficiency (or critical situation).

3. A Schedule shall be utilized for deficiencies that may be addressed as soon as possible under the Contractor's preventative maintenance program. Such conditions or deficiencies shall not be considered as safety hazards or conditions that will otherwise warrant unscheduled removal from service of unit(s) or create conditions that will hamper regular building operation.

D. The following inspections/tests shall, as a minimum be performed by the Contractor at the frequencies indicated (as required by law). Compensation for the following inspections/tests is included in the Maintenance Base Price.

1. Annual Mandated Inspection in compliance with ANSI/ASME A17.1, Section 1002: Routine Inspection and Test of Elevators and Escalators.

2. Five Year Full Load Test: All applicable tests and inspections shall be performed in accordance with ANSI/ASME A17.1 Section 1002.

Note: If any violation or lien is issued against WPUNJ or its property because of Contractor' failure to perform any of its obligations hereunder in a proper and timely manner, Contractor shall, at its sole expense, remove such violation or lien of record and pay all fines, costs, damages, sums, penalties and other charges. Contractor shall provide the University with full documentation regarding each such violation or lien.

SECTION 16 NOTICE BY AUTHORITY OR COMPANY TO REPAIR OR REPLACE

A. Contractor shall provide WPUNJ with a proposed schedule of inspections, tests and maintenance for the coming years; such schedule to be provided on each subsequent anniversary date. Schedule shall incorporate minimum requirements as specified herein. Such schedule shall include anticipated times when units will be taken out of service and duration of same. If for any reason this schedule is modified at any time, WPUNJ shall be notified.

B. Contractor shall comply with regulations of all other governmental agencies having jurisdiction, and written recommendations of WPUNJ's insurance carrier or independent licensed elevator consultant for repairs as covered herein.

SECTION 17 MAINTENANCE CRITERIA

A. Monthly Requirements: Contractor shall make the following scheduled inspections for all elevators and all their components as part of maintenance, on a weekly basis:

1. See WPUNJ for any complaints and investigate and correct.
2. Operate elevator (from inside of car under normal operation) and:
 - (a) Check for any unusual noise.
 - (b) Check floor stops and leveling accuracy.
 - (c) Check alarm bell, stop switch.
 - (d) Check door protection devices.
 - (e) Perform any repairs and/or adjustments that require immediate attention.
3. Observe, examine, check all machine room and secondary equipment for normal and acceptable operations and make any necessary immediate repairs/adjustments.

B. Monthly Requirements: Contractor shall make the following scheduled inspections for all elevators and all their components as part of maintenance on a monthly basis:

1. Perform general inspection of machinery, traction motor, generator, brushes, gear box, governor, selectors or controllers, brakes, rails and lubricate as required.
2. Empty drip pans, discard oil and check level, fill as required.
3. Clean as required: controller, selectors, relays, connectors, contacts, etc.
4. Check operation of all hoistway door interlocks, leveling, smoothness of ride, stops, etc...
5. Inspect all lighting related to elevators and their equipment and areas. Replace as necessary or as required by WPUNJ.
6. Check all alarms and maintain in proper working condition, as required.
7. Remove all debris, dust and oil from all machine room equipment, door saddles, and other

elevator related areas not accessible from elevator lobby. Clean debris from elevator pit.

C. Quarterly Requirements: Contractor shall make the following scheduled inspections for all elevators and their components as part of maintenance on a quarterly basis:

1. Observe elevator operation throughout its full range and make any necessary adjustments, releveling, etc.
2. Inspect interior of the cab Test communication system, emergency lights, alarm, control panel, miscellaneous hardware.
3. Inspect hoistway and pit. Clean and lubricate equipment as required.
4. Test mechanism. Observe operation of motor, generator, brakes, governor, traction machinery and sheaves.
5. Test manual and emergency control applicable to systems.
6. Check oil level in oil buffers and add oil as required.
7. Inspect controller, selector, contacts, relays, and adjust as required.
8. Check hallway doors. Clean, lubricate and adjust tracks, hangers, gibs, interlock, etc., as required.
9. Clean, adjust and lubricate car door or gate tracks, pivots, hangers, grille, etc.
10. Correct any and all items of complaint as received from building management or representative. Perform necessary immediate repairs and/or adjustments.
11. Check all machine room and secondary equipment for acceptable operation and correct as required.
12. Check all top of car equipment and related components for normal operation and clean, lubricate and adjust as required.
13. Check pit area and all related equipment. Clean, lubricate and repair as required.
14. Record all inspection and lubricate procedures completed and issue a copy of recorded data to building management with written recommendations for work procedures to be performed by others or provide extra cost estimate to Owner for work to be performed by the Contractor.

D. Semi-Annual Requirements: Contractor shall make the following scheduled inspections for all elevators and their components as part of maintenance on a semi-annual (2 times per annum) basis:

1. Check leveling operation. Clean and adjust leveling switches, hoistway vanes, etc. Repair and/or adjust for proper leveling as needed.
2. Inspect car safety mechanism. Clean and lubricate as necessary.
3. Check and record individual car performance levels (all door performance data).
4. Check fire control Phase I and II manual operations in conjunction with the Authorities representative (additional to Fire warden's inspections, as herein before stated).
5. Check hoistway doors for proper alignment.
6. Check emergency cab lighting, communication system, door locking, safety switches and all passenger protections for acceptable operations.
7. Observe elevator operation for ride quality and safety. Make all necessary repairs and adjustments to maintain performance standards.
8. Check hydraulic pump motor for noise, misalignment and/or loose mounting.
9. Check hydraulic pump for leaks around the shaft, and unusual noises.
10. Examine the relief valve and verify that it is sealed to prompt tampering.
11. Visually examine flexible hydraulic hoses, fitting assemblies and flexible couplings for evidence of leakage, slippage of hose fittings, and damage to outer hose covering.
12. Submit to building management a written report of all examinations and procedures performed.

E. Annual Requirements: The Contractor shall make the following scheduled inspections, as a minimum, for all elevators and their components as part of maintenance on an annual basis:

1. Inspect all systems in accordance with ANSI/ASME A 17.1 and A 17.2 and provide any additional local law requirements.
2. Install a traffic analyzer and monitor response operations for a five (5) day period per group. Record all data and submit to building management a written report of all results, performance criteria and any recommended procedures.
3. Perform the following: Check controller and selectors. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, and other controller components, adjust and lubricate. Check all resistance tubes and grids. Check oil in overload, relays, settings, and operation of overloads. Clean and inspect fuses and holders and all controller connections.
4. In hoistway, examine guide rails, cams and fastenings, hoist and governor wire ropes and counterweight. Inspect and test limit and terminal switches. Check and adjust car shoes, gibs or rollers. Adjust or replace as required. Lubricate hoist wire ropes in accordance with ANSI/ASME A17.1.
5. Clean all overhead beams, sills, bottom of platform, car tops and hoistway walls, car light fixtures, car and counterweight guide rails using a nonflammable solvent to remove lint, dust and excess lubricant in accordance with ANSI/ASME A17.1.
6. Clean machine room, pit, top and bottom of car and all other elevator components and related areas.
7. Dismantle machine brake assembly. Inspect all pivot pins, bushings, collars, sleeves, guides, bearings or other operating apparatus for wear. Replace worn component parts, provide new spacers, washers, fittings, etc. to ensure unrestrictive operation. Readjust assembly in accordance with O.E.M. design criteria.
8. Drain and flush machine housings, bearings and lubrication parts. Inspect all exposed equipment for wear. Replace worn or damaged bearings, seals, packings and gaskets.
9. Blow out vacuum windings in rotational equipment. Inspect apparatus for internal damages, etc. Clean and service brush riggings, inspect bearings and shafts for wear. Apply insulating varnish to exposed windings and ensure all leads, connections or other electrical apparatus are properly insulated. Inspect grounding provisions and take necessary actions to correct deficiencies.
10. Inspect all systems in accordance with A17.1, Rule 1002.2 and every fifth (5th) year per Rule 1002.3, 1002.3C and any additional local law requirements applicable.
11. Review log of all previous procedures (performed during the year) and provide any necessary cleaning, lubrication, adjustments and/or repairs to components as conditions may warrant for proper, safe and acceptable operation.
12. Submit to WPUNJ a written report of all inspections, procedures and recorded data.

F. Master Maintenance Schedule:

(a) Attached hereto as Addendum A are the maximum "out of service" times permitted for the maintenance procedures therein specified.

(b) Prior to commencement of services, the Contractor shall formulate its proposed schedule for the forthcoming year incorporating the "minimum" requirements specified herein for all units.

(c) The schedule shall consist of the anticipated "out of service" times for each unit and the procedure to be performed.

(d) Deviations from this master schedule as desired by Contractor or mandated by other building and equipment conditions shall be reported to WPUNJ for approval.

(e) When conditions warrant or WPUNJ requests a revised schedule be submitted for the balance of the year, the Contractor shall prepare same incorporating the record history of preventative maintenance procedures accomplished prior to the revision.

G. Repairs Resulting From Negligence, Accidents, Vandalism, Etc.:

Contractor shall immediately perform all required repairs and replacements regardless of the cause thereof: except repairs or replacement work which the Contractor deems entitles him to "Extra Work Compensation", which shall not be performed without the approval of WPUNJ or his agent. Contractor shall notify WPUNJ immediately of any required repairs or replacements for which Contractor believes it is entitled to Extra Work Compensation. The Contractor shall be entitled to compensation in addition to that specified in the schedule of prices, only for such portion of the cost of any tests, repairs and replacements as needed resulting directly from negligence, accidents or vandalism, which are not the fault of the Contractor, as confirmed by him to the WPUNJ. In determining the amount of said payment, there shall not be included in the amount any payments the already depreciated cost of parts required to be repaired or replacement as part of the Contractor's maintenance obligations without separate payment. Compensation for any repairs or replacements under this paragraph shall be computed as set forth in this paragraph.

SECTION 18 RECORDS AND REPORTS

A. Contractor shall provide a complete written record of inspections, maintenance, lubrication, repairs and/or replacements, and callback service for the elevator(s) under contract. The information shall be consolidated by the Contractor into a **monthly** report to WPUNJ. The monthly report shall indicate the elevator number, date work was performed, type of work, brief description of work, man-hours expended, and materials used. Failure to submit said report will be grounds to reject payment for the period.

B. Contractor shall, at any time during the term of this contract, upon written request of WPUNJ, render a composite report of inspections, repairs or reinstallation of parts or services performed and supply samples of lubricants, compounds, or other materials employed.

SECTION 19 ACCOUNTING RECORDS

A. Contractor shall maintain complete and accurate accounting records, in a form in accordance with standard accounting practices, to substantiate Contractor's charge hereunder. Such records shall include payroll records, job cards, attendance cards and job summaries, and the Contractor shall retain such records for a period of six (6) years from the date of final payment hereunder.

B. WPUNJ shall have access to copies of such records on request for purposes of audit during normal business hours during the term of this contract and during the respective periods in which Contractor is required to maintain such records as herein provided. If such audit reveals an overcharge by Contractor, then, in addition to immediate refund and WPUNJ's other remedies hereunder and at law or equity, Contractor shall pay WPUNJ's cost of the audit.

SECTION 20 EMPLOYMENT PRACTICES

A. Contractor warrants that with respect to all employees working on WPUNJ's premises, the Contractor is, and at all times will be, in compliance with all federal, state and city laws, rules and regulations relating to labor relations, fair employment practices, pay rates, safety and similar rules and regulations. All persons performing services on behalf of Contractor are deemed employees of the Contractor and are in no way considered employed by the Owner.

B. Contractor agrees that all work performed by or at the direction of Contractor hereunder shall be performed in compliance with the requirements of the Occupational Safety And Health Act (OSHA) of 1970, latest revision and all other federal, state and local laws and codes. Contractor is fully responsible for the safety and health of all persons engaged by Contractor and acknowledges that WPUNJ, with respect to such persons, shall not be construed as, nor be held liable for, any obligations as employer within the meaning of the Act.

Should Contractor observe an unsafe condition on the premises relative to the work hereunder, or if any of the Contractor's employees working on the premises files a charge of non-compliance with the Act, Contractor shall notify WPUNJ immediately upon receiving notice of such charge.

C. Contractor shall comply with the provisions of Executive Order 11246, as amended, of the President of the United States on equal employment opportunity and the rules and regulations issued pursuant thereto. The Contractor shall establish appropriate procedures and controls so that services under this contract shall not be performed by using any alien who is not legally eligible for such employment under the United States immigration laws.

SECTION 21 PERSONNEL REQUIREMENTS/SOLE RESPONSIBILITY

A. The maintenance work shall be performed only by elevator persons directly employed and supervised by the Contractor, who are experienced and skilled in maintaining Automatic Elevators similar to those maintained under this contract and shall not be assigned or transferred to any agent or sub-Contractor.

Maintenance shall be performed by Journey persons (mechanics) competently supervised, who shall be qualified to keep the elevators adjusted and repaired and in proper and acceptable operating condition. Should WPUNJ find any such persons to be unsatisfactory or insufficiently qualified, he shall be replaced by the Contractor within a 24 hours period following the request as received from WPUNJ.

Journey persons providing maintenance and repairs under this agreement shall have successfully completed an industry accredited course covering maintenance and repair of elevators and all Journey persons must possess a minimum of five (5) years' experience in the maintaining of elevators of similar type as those covered under this agreement.

Maintenance work as outlined in this specification shall be performed during the normal working hours 7:30am to 4:30 pm, Monday through Friday, State holidays excepted.

All Contractor's employees performing the work covered under this agreement, shall at all times while working in the premises, wear distinctive uniforms and identification badges or woven insignia (to be supplied by Contractor) of type and style which shall be subject to the approval of WPUNJ.

WPUNJ shall have the right to remove any employee of the Contractor that fails to wear such uniform and identification and proper work shoes (*no sneakers*). The exercise of this right shall not limit the obligations of the Contractor to perform the work covered under this agreement.

Contractor and its employees shall observe and obey all security procedures as required by WPUNJ.

No personnel employed in performing the work covered under this agreement shall solicit or accept any gratuities, for any reason whatsoever, from passengers, tenants, customers, or any

other persons on site of work being performed. Any articles found on the premises by employees shall be turned over to the building management office.

In addition to the check charts in each machine room, the Contractor shall maintain, on the premises a log of arrival and departure times of all Contractor employees. The log shall contain columnar line entries for date, employee position classification, employee name, time of arrival, time of departure, hours worked and type and extent of work performed on each elevator. The log shall be kept with the Physical Plant Operations office and shall be completed when the Contractor's employee checks out with the Physical Plant Operations office at completion of each service visit.

SECTION 22 LABOR CONTRACTS AND OVERTIME

A. Excepting emergency over-time call back services, Contractor is to charge only for the differential between the straight time and overtime hourly wage rates for any service provided by the Contractor on an overtime (premium time) basis at the hourly wage rates, provided that such services are specifically requested, and such extra charges specifically approved in advance by WPUNJ.

SECTION 23- KEEPING GOOD RELATIONS

A. Contractor shall so conduct its obligations as to preserve good relations with WPUNJ and its buildings' residents, and shall remove from the building any employees causing breaches of the peace or other disturbances of said relations.

SECTION 24 - SUB-CONTRACTING

A. Contractor shall not subcontract any routine work or responsibility in this contract.

SECTION 25 – INSURANCE COVERAGE

A. Contractor shall not commence work under this contract until he has obtained and provided proof of current insurance coverages in which the types and respective minimum limits of coverage shall be as follows:

1. Comprehensive General Liability
 - a) Bodily Injury - not less than \$1,000,000 per person
 - b) Property Damage - combined single limit not less than \$5,000,000
2. Comprehensive Automobile Liability (covering owned, non-owned, hired or leased automobiles)
 - a) Bodily Injury - \$1,000,000 each occurrence
 - b) Property Damage - \$1,000,000 each occurrence
3. Contractor's and Manufacturer's Liability
 - a) Bodily Injury - \$1,000,000 each occurrence
4. Property Damage - \$1,000,000 each occurrence
5. Workman's Compensation: Statutory Limitations(NJ)

B. The insurance coverages required herein shall be executed with companies satisfactory to WPUNJ and written for not less than the above limits, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations, including

the hold harmless agreement set forth herein. Contractor shall submit to WPUNJ written confirmation of such liability insurance being in full force and effective, with a reputable insurance companies licensed by New Jersey State, as approved by WPUNJ, with co-insureds rated together with all necessary permits, prior to commencing any work as set forth or referred in this agreement.

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

C. Certificates in form acceptable to WPUNJ, evidencing that premiums therefore have been paid, shall be delivered to Owner simultaneously with the execution of any contract and prior to performing any work authorized under a purchase order, and within 15 days prior to expiration of such insurance, similar updated certificates shall be delivered to WPUNJ evidencing the renewal of such insurance, together with evidence satisfactory to WPUNJ of the payment of the premium.

All certificates must contain a definite provision that if such policies are cancelled or changed during the periods of coverage as stated therein, in such a manner as to affect this certificate, written notice will be mailed to WPUNJ by registered mail 30 days prior to cancellation or change. All certificates supplied to WPUNJ shall name the William Paterson University and the State of New Jersey as certificate holders and as additional parties insured.

SECTION 26 - NOTICE TO CONTRACTOR

WPUNJ agrees to give the Contractor notice within a reasonable time, of any accidents, alteration or change affecting the equipment covered by this contract and of any change of Ownership. It is understood and agreed that the Contractor will notify WPUNJ immediately when any equipment becomes unsafe or is operating in a manner which might cause injury to anyone using said equipment. It is further understood and agreed that the Contractor will immediately remove any equipment from service when the equipment becomes unsafe or is operating in a manner which might cause injury to anyone using said equipment.

SECTION 27 - CANCELLATION

A. WPUNJ shall have the right to cancel this contract upon at least 5 days written notice to the Contractor of its election to do so, for reasons of non-performance or default, as determined in the sole discretion of WPUNJ, on the part of the Contractor, or upon sale of the property.

B. WPUNJ reserves the right to terminate this contract upon at least five (5) days written notice to Contractor of WPUNJ's election to have major alteration or upgrade work performed on any elevator to the extent that this work shall be competitively bid.

C. WPUNJ shall have the right to cancel this contract immediately, by written notice, upon the occurrence of any of the following contingencies:

Bankruptcy of the WPUNJ or Contractor, transfer or sale of Contractor's business, Mortgage Foreclosure, Condemnation, Destruction, or Transfer of Conveyance of Title to the premises in which the subject is located; or if the premises in which the subject equipment is located is rendered unusable in the opinion of WPUNJ.

D. Notwithstanding the foregoing, the Contractor agrees that WPUNJ shall have the right to terminate this Agreement for its convenience at any time during the term upon giving Contractor five

(5) business days' notice in writing of such termination.

E. Transitional Period: In the event, the services are terminated either by the contract expiration or by voluntary termination by WPUNJ; it shall be incumbent upon the contractor 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. Vendor will be reimbursed for this service at the prior contract rate.

F. WPUNJ reserves the right to remove elevators from the maintenance contract as a result of elevator replacement or upgrade not specifically included within this contract or for work performed by a separate contractor. WPUNJ will deduct an amount equivalent to the monthly net bid price for the subject elevator for any period of time.

SECTION 28 - ON-WAIVER PROVISIONS

A. The failure of WPUNJ to insist, in one or more instances, upon strict performance of any of the covenants, terms, provisions or conditions of this contract or to exercise any election herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement, term, provision, conditions or election, but the same shall continue and remain in full force and effect. No waiver by WPUNJ of any covenant, agreement term, provision or conditions of this contract shall be deemed to have been made unless expressed in writing and signed by WPUNJ.

SECTION 29 TERM OF CONTRACT

A. This Contract becomes effective as of **July 1, 2017** and shall remain in full force and effect for a period of three (3) years, with an option for an additional two (2), one year renewals, unless cancelled in accordance with provisions stated herein.

Upon the expiration or earlier termination of this agreement, or effective notice of same, the Contractor shall remove its equipment, materials, supplies and/or other personal property from the work site. Failure to do so shall permit WPUNJ to remove or dispose of same at the sole cost of the Contractor.

SECTION 30 PAYMENT

A. Monthly invoices shall separately indicate the portions of the total amount due under the contract for elevator maintenance. However, any special use tax is included in the monthly maintenance charge.

B. WPUNJ may have the elevators' performance checked periodically by an independent elevator consultant to ensure the Contractor is performing in accordance with the terms and conditions of this contract. If the Consultant determines that Contractor is not performing its obligations hereunder, then, in addition to all other rights and remedies reserved to WPUNJ herein or at law or equity, including the right of cancellation. WPUNJ may retain the monthly payments to Contractor until the deficiencies are fully cured, and Contractor shall pay to WPUNJ the cost of retaining consultant.

C. It is understood and agreed that should any elevator be removed from service for the performance of work or repairs not covered under the provisions of this contract during the term of this contract, the aforesaid monthly maintenance costs shall be proportionately abated during such period. It is further understood and agreed that if the Contractor does not properly perform

or complete any item of repair, maintenance or replacement in the manner or within the times specified herein, including the maximum "out of service" times prescribed in Addendum C, attached hereto, for any reason other than the fault of WPUNJ, then in addition to WPUNJ's other rights and remedies herein provided, Contractor shall pay to WPUNJ the sum of \$250.00 per elevator for each 24-hour period (and a prorated sum for any period less than 24 hours) during which each such elevator being serviced is out of operation because of Contractor's failure to perform.

SECTION 31 CONTRACTOR'S GUARANTEE

All labor, workmanship and materials provided hereunder are unconditionally guaranteed by Contractor for period of one (1) year after completion of work and its Acceptance by WPUNJ. Contractor will respond to requests for repair and/or replacement covered by guarantee within twenty-four (24) hours after receipt of each request (and sooner in case of emergency). In addition, Contractor shall provide and, if necessary, assign to WPUNJ all manufacturer's warranties and guarantees for the equipment and materials installed hereunder.

SECTION 32 CAPTIONS

A. The captions and section identifications are inserted only as a matter of convenience and for reference, and in no way define or limit neither the scope of this contract nor the intent of any provision thereof. It is understood that wherever terms as "adequate" or "as required" or "as Necessary" or "if necessary" are indicated in the specifications, these terms shall be construed to mean "as agreed by WPUNJ and Contractor and in accordance with industry and/or manufacturer's standards."

SECTION 33 MISCELLANEOUS

A. This contract may not be assigned by Contractor nor may Contractor delegate or subcontract any of its obligations hereunder without the prior written consent of WPUNJ.

B. This contract can be modified only by written agreement of WPUNJ and the Contractor, and in all respects shall be governed by New Jersey State law. As used herein, "day" shall mean calendar days unless otherwise expressly provided.

C. This contract includes Exhibit A, Chart 1, Pricing Sheet, Alternate Additions 1 and 2 annexed hereto and made a part hereof. This contract also includes Addendum A hereto.

D. This contract shall inure to the benefit of and be binding on the successors of Contractor and the successors and assigns of WPUNJ.

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. Evaluations will consider suitability of the institutions' general qualities, expertise areas, type of clientele experience, various services availabilities, customer service capabilities, technical abilities, and other aspects of proposed services that WPUNJ feels are critical and impactful to its operations.

If WPUNJ feels it is in the best interest to the optimal outcome of this process, bidding institutions may be requested to make an on-site presentation to clarify or elaborate on their proposal. You will be notified by WPUNJ if selected to make an on-site presentation.

Delivery and Questions

Delivery of Proposal

All proposals must be sealed and received by WPUNJ's Purchasing Department on or before 2:00pm Eastern Standard Time **on May 23, 2017**. Proposals must be sent to William Paterson University – Purchasing Office, 358 Hamburg Turnpike, PO Box 913, Wayne, NJ07470-0913.

Proposals must be delivered hardcopy:

Include one (1) original and three (3) hardcopies of the proposal sent to above address

WPUNJ will not be responsible for failure to deliver any proposal at the time and place specified in the RFP.

Questions

All questions regarding this RFP should be emailed to Harrisc@wpunj.edu with a subject line heading of **RFP B9339312** - Comprehensive Vertical Transportation (Elevator) Maintenance & Repair. No phone calls will be accepted and all questions must be submitted by **May 9, 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 a clarification or addendum is required, the clarification or addendum will be posted on the purchasing Bid Opportunities website. It is the responsibility of the bidder check the Purchasing website periodically for updated information and/or addendums. Addendums will only be available on the website.

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.

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 _

WPUNJ 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

universities include: Princeton University, Seton Hall University, Rider University, and Monmouth University.

Will you extend pricing to members of NJHEPA:

YES: _____ NO: _____

WILLIAM PATERSON UNIVERSITY OF NEWJERSEY
COLLEGE HALL
358 HAMBURG TURNPIKE, PO BOX913
WAYNE NJ074740913
TELEPHONE:(973)720-2863

NOTICE TO COMPANIES

WILLIAM PATERSON UNIVERSITY WILL BE RECEIVING ON:

BID TITLE: Comprehensive Vertical Transportation (Elevator) Maintenance & Repair

SCHEDULED CLOSING DATE: **May 23, 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 Chapter 51/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 ITS CERTIFICATE THAT IT IS LICENSED TO TRANSACT BUSINESS IN THE STATE OF NEW JERSEY AND SHALL SO CERTIFY IN THE CERTIFICATE.)

INSTRUCTIONSTOCOMPANIES

General

1. Sealed proposals for **B9339312** will be received by the Purchasing Office of William Paterson University on or before **May 23, 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 therefrom shall be construed as to be applicable to all items in the group.

Request for Proposal Specifications
Comprehensive Vertical Transportation (Elevator) Maintenance & Repair
RFP Bid#: B9339312

- 1.1 This specification covers the requirements for Comprehensive Vertical Transportation (Elevator) Maintenance & Repair

- 2 **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.
 - 2.1 **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.
 - 2.2 **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.
 - 2.3 **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.
 - 2.4 **PROCEDURAL REQUIREMENTS AND AMENDMENTS:**
 - 2.4.1 Company shall comply with all procedural instructions that may be issued from time to time by the Vice President for Administration and Finance.

- 2.4.2 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.
- 2.4.3 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.
- 2.4.4 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.
- 2.4.5 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.
- 2.4.6 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.
- 2.4.7 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.
- 2.4.8 The Company shall comply with any federal, state or local laws, now in effect or hereafter promulgate.
- 2.4.9 **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.**

- 2.4.10 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.
- 2.4.11 **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.

2.4.12 **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.

2.4.13 **FORCE MAJEURE:**

If, because of force majeure, either party hereto is unable to carry out any of its obligations under this contract, other than the obligations to pay money due hereunder, and if such party promptly gives to the other party hereto written notice of such force majeure, then the obligations of the party giving such notice shall be suspended to the extent made necessary by such force majeure and during its continuance, provided that the party giving such notice shall use its best efforts to remedy such force majeure insofar as possible with all reasonable dispatch. The term "force majeure" as used herein shall mean any causes beyond the control of the party affected thereby, such as, but not limited to, acts of God, act of public enemy, insurrections, riots, strikes, lockouts, labor disputes, fire, explosions, floods, breakdowns, or damage to plants, equipment or facilities, embargoes, orders, or acts of civil or military authority, or other causes of a similar nature. Upon the cessation of the force majeure event, the party that had given original notice shall again promptly give notice to the other party of such cessation.

2.4.14 **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.

2.4.15 **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.

2.4.16 **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.

2.4.17 **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.

2.4.18 **SURVIVAL**

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

2.4.19 **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.

2.4.20 **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.

2.1 **PROPOSAL PREPARATION/EVALUATION:**

2.2 **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.

2.2.1 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.

2.2.2 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.

2.2.3 **Supply five (5) copies (one original and four copies) of your proposal to the University.** The original must be clearly marked **original**.

2.3 **PROPOSAL EVALUATION:**

2.3.1 Proposals shall be judged on the following criteria:

- a. The experience of the Company in providing this specification covers the requirements for **Comprehensive Vertical Transportation (Elevator) Maintenance & Repair Services** 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.

2.3.2 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.

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

2.4 **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.

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

3.1 **QUALIFICATION OF COMPANIES:**

3.2 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 Comprehensive Vertical Transportation (Elevator) Maintenance & Repair 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.

4.1 **INSURANCE REQUIREMENTS:**

- 4.2 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.
 - (3) 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.**
 - (4) 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.
- 4.3 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.
 - 4.4 Deleted
 - 4.5 Company should list name of insurance firm from which it intends to purchase the above insurance and a person to contact at this firm.
 - 4.6 The Company may, if it so desires, include with his proposal the applicable certificate

of insurance.

4.7 The certificate of insurance should include with RFP ID#, name of RFP and buyer's name.

4.8 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.

1.1 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS.

1.2 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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 etseq.

1.10 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.

2.1 LIABILITIES

2.2 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 its contract.

2.3 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 its 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.

2.4 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.

3.1 TERMS GOVERNING ALL PROPOSALS TO WILLIAM PATERSON University

(Unless Otherwise Specified in Bid Specifications or RFP)

3.2 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.

3.3 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)

3.4 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.

3.5 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 vender 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

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

3.9.2 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.

3.9.3 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.

3.9.4 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.

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

3.9.6 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.

3.9.7 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.

3.10 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.

3.11 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.

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

3.13 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.

9.1 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.

9.2 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. 52:13D-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.

Rev 1/2017

PROPOSAL FORM

Having carefully examined the Request and the Specifications entitled:

BID NUMBER: B9339312
CLOSING DATE: May 23, 2017 at 2:00p.m.
TITLE: Comprehensive Vertical Transportation (Elevator) Maintenance & Repair

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 required

PERFORMANCE BOND: Performance Bond required

Performance Bond and Surety Consent are required of the successful Company.

(Signature) _____

(Print or Type Name) _____

(Title) _____

(Firm) _____

(Address) _____

(Telephone) _____

(Date) _____

NON-COLLUSIONAFFIDAVIT

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

I, of the City of in the County of and the State
of NJ 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 undersignature)

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. (FORMAA302)

___ 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
Wayne, NJ 07470

Bid Title: _____

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
- ___ MacBridePrinciplesForm
- ___ New Jersey Affirmative Action compliance or Federal Letter of Approval
- ___ Source Disclosure Form
- ___ Two-Year Chapter51/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

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.

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>Lirsa 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	

Please check if requesting recertification

Part 1: Business Entity Information

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

Address _____

City _____ State _____ Zip _____ Phone _____

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

- Check off the business type and list below the required information for the type of business selected. MUST BE COMPLETED IN FULL**
- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
 - Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
 - Partnership: LIST ALL PARTNERS with any equity interest
 - Limited Liability Company: LIST ALL MEMBERS with any equity interest
 - Sole Proprietor

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

<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 Governorial or Lieutenant Governorial 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.
<input type="button" value="Remove Contribution"/> <input type="button" value="Add a Contribution"/>

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

Part 3: Certification

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

I hereby certify as follows:

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

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:
- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
 - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
 - b) During the term of office of the current Governor or Lieutenant Governor to:
 - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
 - c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
 - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:
- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
 - (b) Any State, County or Municipal political party committee; OR
 - (c) Any Legislative Leadership committee.

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

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

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

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

Procedure for Submitting Form(s)

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

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

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

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

**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: _____

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 US
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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.

Chart 1: LIST OF ELEVATORS (Including stage lifts, material lift and handicap lifts)

Name of Building – MAIN	# of	Elevator Type
1600 VALLEY ROAD	2	ARMOR PASSENGER
1600 VALLEY ROAD	1	ARMOR FREIGHT
ALUMNI HOUSE	1	(HANDICAP WHEELCHAIRLIFT)
ATRIUM	1	PASSENGER ELEVATOR
BEN SHAHN HALL	1	LIBERTY PASSENGER
CENTURY HALL	2	OTIS PASSENGER
HILLSIDE HALL	1	
HERITAGE HALL	2	LIBERTY PASSENGER
HOBART MANOR	1	BURLINGTON PASSENGER
HUNZIKER HALL	1	HAUGHTON PASSENGER
LIBRARY	1	BURLINGTON PASSENGER
LIBRARY	1	CASPER PASSENGER
MATELSON HALL	2	(HANDICAP LIFT)
MORRISON HALL	1	PASSENGER ELEVATOR
OVERLOOK NORTH	2	NATIONAL PASSENGER
PIONEER HALL	2	LIBERTY PASSENGER
RAUBINGER HALL	1	BURLINGTON PASSENGER
RAUBINGER HALL	1	OTIS PASSENGER
SCIENCE HALL East	2	ARMOR PASSENGER
SCIENCE HALL East	1	OTIS PASSENGER
SCIENCE HALL East	1	(HANDICAP WHEELCHAIRLIFT)
SCIENCE HALL West	1	Zip System
SHEA	1	HAUGHTON PASSENGER
SHEA	1	HAUGHTON STAGE LIFT
SHEA	1	DOVER PASSENGER
OVERLOOK SOUTH	2	NATIONAL PASSENGER
STUDENT CENTER	1	BURLINGTON STAGELIFT
STUDENT CENTER Dining	1	HAUGHTON PASSENGER
STUDENT CENTER	1	JENNINGS Pflow Material Lift
<i>Alternate Addition 1</i>		
COLLEGE HALL	2	DOVER PASSENGER
HIGH MOUNTAIN EAST	1	THYSSENKRUPP PASSENGER
HIGH MOUNTAIN WEST	1	THYSSENKRUPP PASSENGER
HOBART HALL	1	DOVER PASSENGER
PREAKNESS HALL	2	THYSSENKRUPP PASSENGER
STUDENT CENTER	5	THYSSENKRUPP PASSENGER
STUDENT CENTER	1	THYSSENKRUPP SERVICE ELEV

B9339312 Comprehensive Vertical Transportation (Elevator) Maintenance & Repair

PRICING SHEET- MAIN LIST (see alternate addition 1)

EXTENSION YEAR 1

EXTENSION YEAR 2

Building	No of Elevators	Name of Elevator	No. of Stops	Year Built	ANNUAL NET BID PRICE 07/01/2017 - 06/30/18	ANNUAL NET BID PRICE 07/01/2018- 06/30/2019	ANNUAL NET BID PRICE 07/01/2019- 06/30/2020	ANNUAL NET BID PRICE 07/01/2020- 06/30/2021	ANNUAL NET BID PRICE 07/01/2021- 06/30/2022
1600 VALLEY ROAD	2	ARMOR PASSENGER	5	1969					
1600 VALLEY ROAD	1	ARMOR FREIGHT	5	1969					
ALUMNI HOUSE	1	(HANDICAP WHEELCHR LIFT)	2	2003					
ATRIUM	1	M.C.E. PASSENGER	2	1996					
BEN SHAHN HALL	1	LIBERTY PASSENGER	3	2015					
CENTURY HALL	2	OTIS PASSENGER	5	1999					
HERITAGE HALL	2	LIBERTY PASSENGER	6	2015					
HILLSIDE HALL **	1		5	2017	n/a				
HOBART MANOR	1	BURLINGTON PASSENGER	4	Unknown					
HUNZIKER HALL *	1	HAUGHTON PASSENGER	2	1950	n/a	n/a			
LIBRARY	1	BURLINGTON PASSENGER	2	1965					
LIBRARY	1	CASPER PASSENGER	3	2012					
MATELSON HALL	2	(HANDICAP LIFT)	2	1960					
MORRISON HALL	1	PASSENGER ELEVATOR	2	2013					
OVERLOOK NORTH	2	NATIONAL PASSENGER	6	2012					
PIONEER HALL	2	LIBERTY PASSENGER	6	2015					
RAUBINGER HALL	1	BURLINGTON PASSENGER	5	1968					
RAUBINGER HALL	1	OTIS PASSENGER	5	2001					
SCIENCE HALL East	2	ARMOR PASSENGER	5	1972					
SCIENCE HALL East	1	OTIS PASSENGER	4	2006					
SCIENCE HALL East	1	(HANDICAP WHEELCHR LIFT)	2	2006					
SCIENCE HALL West	1	Zip System	3	2010					
SHEA	1	HAUGHTON PASSENGER	2	1968					
SHEA	1	HAUGHTON STAGE LIFT	2	1968					
SHEA	1	DOVER PASSENGER	2	1968					
OVERLOOK SOUTH	2	NATIONAL PASSENGER	6	2012					
STUDENT CENTER	1	BURLINGTON STAGE LIFT	2	1972					
STUDENT CENTER Dining	1	HAUGHTON PASSENGER	2	1958					
STUDENT CENTER Dining	1	JENNINGS Pflow Material Lift	2	2005					

**OPTIONAL YEAR
OPTIONAL YEAR**

*** IMPORTANT NOTE: Under warranty, not in contract until Year 3
TOTAL COST
YEARS 1,2&3 (ONLY) =**

Sub Group 1

COLLEGE HALL	2	DOVER PASSENGER	4	1995					
HIGH MNTN EAST	1	Thyssenkrupp PASSENGER	4	2005					
HIGH MNTN WEST	1	Thyssenkrupp PASSENGER	4	2005					
HOBART HALL	1	DOVER PASSENGER	2	1993					
PREAKNESS HALL **	2	Thyssenkrupp PASSENGER	4	2017	n/a				
STUDENT CENTER	1	Thyssenkrupp SERVICE	5	2005					
STUDENT CENTER	2	Thyssenkrupp PASSENGER	4	2005					
STUDENT CENTER	1	Thyssenkrupp PASSENGER	2	2005					
STUDENT CTR BALLRM	2	Thyssenkrupp PASSENGER	2	2005					
Total	13				\$	\$	\$		

**OPTIONAL YEAR
OPTIONAL YEAR**

TOTAL COST YEARS 1,2&3 (ONLY) =

ALTERNATE ADDITION 1

RESIDENT MECHANIC					\$	\$	\$	\$	\$
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**OPTIONAL YEAR
OPTIONAL YEAR**

TOTAL COST YEARS 1,2&3 (ONLY) =

Services beyond the scope of this contract may be requested. Provide preferred customer hourly rate structure:

YEAR 1 YEAR 2 YEAR 3 YEAR 4 YEAR 5

Labor rate-	€	€	€	€	€
Labor rate-	€	€	€	€	€
Labor rate-Holiday	€	€	€	€	€
Labor rate-	€	€	€	€	€

OPTIONAL OPTIONAL

Preferred discount rate on parts & materials = _____ % off list price

Company Name: _____

Contact Name: _____

Signature: _____

Date: _____

ALTERNATE ADDITIONS

The following are alternate additions to this proposal. Each addenda should be priced separately. WPUNJ reserves the right to award the contract with or without the alternate additions.

ALTERNATE ADDITION 1 –Sub Group 1 to List of Elevators (Chart 1 and Pricing Sheet)

- a. Contactor shall consider in their pricing the alternate addition to the List of Elevators, noted in Chart 1 and on the pricing sheet. These elevators listed under alternate addition 1 should be priced separately from the main list.

WPUNJ reserves the right to award the contract with or without the alternate addition to the elevators.

ALTERNATE ADDITION 2 – “Resident Mechanic”

- a. Contract shall be required to maintain a mechanic on-site, a “Resident Mechanic”, for 3 days a week, between the hours of 8:00am – 12:00pm, to be on call for elevator breakdowns and to perform monthly service and testing. A schedule will be completed between the Contractor and the WPUNJ representative (Manager of Administrative Services).

WPUNJ reserves the right to award the contract with or without the alternate addition of a “Resident Mechanic”.

ADDENDUM A – MAXIMUM “OUT OF SERVICE” TIMES

- A.1 – No more than one (1) elevator per bank shall be out of service at one time for routine scheduled maintenance. The time of day that each elevator can be shut down for routine maintenance shall be scheduled with the Manager of Administrative Services to minimize disruptions.
- A.2 – If an elevator will be out of service for more than four (4) hours, the contractor must notify the Manager of Administrative Services in advance and secure approval prior to commencing with the work.
- A.3 – If any elevator is not functioning properly when the contractor leaves the service site, they must inform the Manager of Administrative Services and give their best estimate of when the repair will be completed.