



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 01/24/17	RESPOND BY : 03/01/17 2:00PM	BID NUMBER B9339309
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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
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<p>V E N D O R</p>	<p>Bids-Print full company inform Wayne NJ 07470</p>	<p>S H I P T O</p>	<p>PURCHASING OFFICE COLLEGE HALL WILLIAM PATERSON UNIVERSITY 358 HAMBURG TURNPIKE P.O. BOX 913 WAYNE NJ 07474-0913</p>
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THIS IS NOT A PURCHASE ORDER

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

CASH DISCOUNT TERMS _____

BIDDER'S SIGNATURE : _____

DATE : _____

Revised 6/15/04

NOT VALID UNLESS SIGNED AND DATED
 SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS



**WILLIAM
PATERSON
UNIVERSITY**

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

**Request for Proposal B9333909
Investment Management Services**

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Purpose and Intent

The William Paterson University of New Jersey, hereinafter referred to as “WPUNJ”, is soliciting proposals for investment management services.

The services sought will involve establishing and maintaining an investment portfolio with WPUNJ’s excess operating cash. It will not be an endowment-style portfolio. The portfolio will be tiered with overall low risk and high liquidity, and it will be structured and maintained as per WPUNJ’s Cash and Investments Policy (Attached), accepted by the Board of Trustees in June 2016.

The contract term shall be four years plus a one-year renewal option. The start date of the contract term shall be no earlier than April 1, 2017 and no later than July 1, 2017.

All of WPUNJ’s cash balances are currently held at Lakeland Bank under a contract that will expire 3/31/2017. A 90-day transition period is defined in the contract, during which certain minimum balances and services must be maintained. This RFP for investment management services is being distributed at the same time as an RFP for banking services. The two RFPs will be evaluated independently of each other, however the selected provider(s) could be two separate providers or the same for both services.

This RFP is for services relating only to Tier 2 and Tier 3 of WPUNJ’s Cash and Investments Policy. Tier 1 is not included. The separate Banking Services RFP is for Tier 1.

If any information or requirement as expressed in section *A: Scope and Proposal Requirements* contradicts with section *B: General Terms*, the information or requirement of section A prevails.

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, et seq.)

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.

Background

It is the intention of the WPUNJ Board of Trustees that an investment portfolio be created and maintained for WPUNJ's excess operating cash in alignment with WPUNJ's Cash and Investments Policy. WPUNJ's excess operating cash represents funds that have been set aside over multiple years to fund the long term capital plan as well as funds that have been earmarked for strategic plan components and program initiatives. WPUNJ maintains sound financial practices of planning well in advance for capital and strategic spending. Sources of funding are identified, realized, and set aside prior to expending. As such, WPUNJ holds at any one time a sizable accumulation of cash.

WPUNJ is subject to State of New Jersey laws regarding investing and reinvesting of university funds (NJ Statute 18A:3B-6), essentially requiring us to invest excess cash only through the New Jersey State Treasurer unless a waiver is obtained from the State. Such waiver was obtained by WPUNJ in September, 2016.

All of WPUNJ's cash balances are currently held at Lakeland Bank in a structure that includes two interest bearing accounts – a money market account earning .75% and a depository account earning .35%. The rates are contractual and are tied to fixed monthly bank fees and required balances as established under the existing contract. The money market balance is \$91 million and typically does not fluctuate aside from posted earnings. The depository account is the sole account used for WPUNJ's incoming deposits; its monthly average balances during 2016 ranged from \$4.3 million to \$38.4 million (see Chart 1). Besides the two interest-bearing accounts, WPUNJ holds five disbursement accounts at Lakeland Bank from which all operating expenditures are made. These accounts are maintained at zero balance by way of daily automated sweeps from the depository account.

Chart 1 (attached) shows two charts of balances: first, the monthly average balances during calendar year 2016 in our Lakeland Bank money market and depository accounts, and second, an illustration of sample balances representing WPUNJ's typical cash flows, cash volume, and the parameters of the WPUNJ Cash and Investments Policy.

The sample balances chart shows annual average balances at \$13.3 million for Tier 1, \$46.5 million for Tier 2, and \$50.0 million for Tier 3. **It is important to note that this RFP does not include the Tier 1 balance.** The separate Banking Services RFP is for Tier 1 balances. This RFP is for Tiers 2 and 3.

Scope of Services Requested

This section lists the services that WPUNJ will require during the contract period. Your proposal must provide descriptions and illustrative samples of how your firm would meet each of these requirements.

Your proposal must respond to all numbered paragraphs in exactly the same sequence as shown here.

1. Working with key personnel of WPUNJ, identify a portfolio structure, investment vehicles and allocations that satisfy parameters of WPUNJ's Cash and Investments Policy. In your proposal, illustrate suitable samples or options that would fit WPUNJ given our policy, size, organization and nature of business.
2. Identify targeted rates of return and appropriate benchmarks for ongoing performance evaluation.
3. Monitor allocations on an ongoing basis to ensure compliance with policy parameters.
4. Monitor performance on an ongoing basis.
5. Provide WPUNJ with monthly, quarterly and annual reports on balances, allocations, transactions, performance and performance analysis against pre-determined benchmarks.
6. Provide monthly, quarterly and annual statements that show balances, transactions, and gains/losses at both cost and market values.
7. Provide monthly, quarterly and annually full and transparent reporting of fees, showing all layers and types of fees. Your proposal must indicate whether or not you will be able to report on embedded fees that are not normally transparent. Indicate under what circumstances you would or would not be able to do so.
8. Provide any and all necessary transactional data and reporting required to complete WPUNJ's annual audit.
9. In-person availability to talk or meet with WPUNJ personnel for information or problem resolution.
10. You may be asked from time to time to attend in-person meetings of the Board of Trustees and/or its Committee(s). Upon request, you may be required to discuss at these meetings:
 - The portfolio's investment performance and risk levels in light of the WPUNJ Cash and Investments Policy.
 - The portfolio's balances, allocations, and transactions along with underlying strategy for changes or developments.
 - Your institution's views on important developments within the economy and securities markets, and their potential effect on investment strategy and portfolio performance.
 - The impact of changes within your institution on investment philosophy, strategy and performance.

Proposal Requirements

This section lists items required to be included in your institution's response to this RFP which may relate to items listed in the Scope of Services Requested section or other areas of concern/interest.

Your proposal must respond to all numbered paragraphs in exactly the same sequence as shown here.

Section A: Organizational Background

11. All proposals must include an executive summary that provides a clear understanding of your institution's general attributes such as name, size, market position, organizational structure, business focus areas, philosophies, operational style and number of years providing investment management services.

This section should summarize your firm's strengths or particular areas of expertise and/or "good fit" that your institution would provide to WPUNJ. Explain the most salient reasons that your firm would be WPUNJ's best choice of investment management services provider.

12. Provide your institution's ownership structure and business affiliations.
13. Provide your institution's credit ratings.
14. Provide notice of any current or past Securities and Exchange Commission litigation or censure of your company or direct affiliates pertaining but not limited to investment practices or money management.
15. Identify the number of investment professionals employed by your firm, by classification.
16. Provide the name, title, address, phone number, and email address of the primary contact person that would be assigned to this account.
17. Name each person within your institution that will be involved in the relationship with WPUNJ and with the ongoing maintenance and management of our account. Specify the role each person would play, number of years' experience working with organizations similar to WPUNJ and number of years working with your institution. Provide relevant resumes or biographical/CV information.

Section B: Clientele and References

18. Provide a list of comparable organizations for whom you provide investment management services. WPUNJ will give preference to institutions with clients similar to us in size, industry (higher education), and portfolio type (operating cash portfolio vs endowment or other). Indicate the type of portfolio for each comparable organization listed.
19. Provide three client references from above with contact names, phone numbers and email addresses.

20. Provide the names of any higher education organizations for whom you no longer provide investment management services effective any time in the past two years.
21. Provide the number and size of clients to whom you provided investment management services specifically for operating cash portfolios.

Section C: Client Service

22. Provide a full list of services provided by your firm.
23. Provide the location of the office that would serve WPUNJ.
24. Indicate how you determine performance benchmarks.
25. Describe the process you will use to monitor and maintain compliance with our Cash and Investment Policy.
26. Describe your investment philosophy and process for analyzing a portfolio structure and recommending modifications.
27. Describe the performance measurement software your institution uses. Is the software proprietary or does your firm utilize the software of an outside vendor?
28. Describe your process of providing performance measurement reports, including frequency of reporting and how long after each period-end reports are available.
29. Provide illustrative samples of monthly statements and reports that can be accessed online.
30. Describe all online tools, reports, data, research, services and other capabilities that would be available to WPUNJ online.
31. How active is your management approach?
32. If your success in delivery of services as per your proposal depends on actions/timings/other of WPUNJ, please elaborate on what these expectations would be.
33. Given that we have stated a time range within which this contract term will start, indicate your firm's preferred start date, if any, and the amount of time you would require between contract award date and start date.
34. Explain how your firm would help WPUNJ transition from its current cash positions to a new portfolio with your firm.
35. Explain in detail the procedures for transferring money between our Tier 2 (contingency) funds and our Tier 1 account(s) in the case where the Tier 1 account(s) is(are) with a different banking institution.

36. Provide all contracts, forms and terms & conditions that your institution will require WPUNJ to sign and agree to in order to receive your services. Please do so for all services that are proposed or recommended in your proposal.

Section D: Fees

37. Provide details of the proposed management fees. Indicate whether your proposal is a fixed annual retainer fee, a fee calculated as a percentage of assets, or a set of itemized fees for specific services at specified durations of the contract. If you are providing more than one portfolio structure illustration (*under item 1 in Scope of Services Requested above*), provide fee information for each illustration.

38. Fully itemize any and all fees that WPUNJ might be subject to including but not limited to:

- Management fees to your institution
- Management fees to managers or other entities
- Manager revenue share
- Advisory fees
- Transaction fees
- Brokerage fees
- Conversion fees
- Reporting or data analysis fees
- Fees for asset transfers between managers
- Administrative fees, including travel and other expenses

Section E: Managers

39. Provide a detailed description of your institution's investment manager evaluation process.
40. Describe the qualitative factors you evaluate when researching investment management organizations. Describe how your firm identifies qualitative problems at investment management organizations.
41. How many managers are included in your database? Are managers required to pay your firm either soft or hard dollar fees to be included in your database?
42. Describe the circumstances under which you would terminate an investment manager and how you would notify us of the change.
43. Explain whether or not all manager fees will be transparent and reported to us, or if some fees are embedded and cannot be separately identified.

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 March 1, 2017**. Proposals must be sent to William Paterson University – Purchasing Office, 358 Hamburg Turnpike, PO Box 913, Wayne, NJ 07470-0913.

Proposals must be delivered hardcopy:

- Include one original and four (4) 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 or faxed to the WPUNJ's Purchasing Department at 973-720-2872 with a subject line heading of ***RFP B9339309-Investment Management Services***. No phone calls will be accepted and all questions must be submitted by **February 1, 2017**.

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

If an addendum is required, the 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 _____

Chart 1: WPUNJ Cash and Investment Balances

WPUNJ Cash and Investment Balances				
As-Is: 2016 Actual Lakeland Bank Balances				
		Depository Account	Money Market	Total Balances
January		19,800,000	91,000,000	110,800,000
February		17,000,000	91,000,000	108,000,000
March		38,400,000	91,000,000	129,400,000
April		33,900,000	91,000,000	124,900,000
May		25,600,000	91,000,000	116,600,000
June		15,500,000	91,000,000	106,500,000
July		6,300,000	91,000,000	97,300,000
August		4,300,000	91,000,000	95,300,000
September		8,200,000	91,000,000	99,200,000
October		20,300,000	91,000,000	111,300,000
November		25,600,000	91,000,000	116,600,000
December		<u>11,100,000</u>	<u>91,000,000</u>	<u>102,100,000</u>
Annual Avg		18,833,333	91,000,000	109,833,333
Allocation		17.1%	82.9%	100.0%
Sample Balances Under New Policy				
	Tier 1 Cash	Tier 2 Contingency	Tier 3 Core	Total All
January	15,000,000	45,800,000	50,000,000	110,800,000
February	15,000,000	43,000,000	50,000,000	108,000,000
March	15,000,000	64,400,000	50,000,000	129,400,000
April	15,000,000	59,900,000	50,000,000	124,900,000
May	15,000,000	51,600,000	50,000,000	116,600,000
June	15,000,000	41,500,000	50,000,000	106,500,000
July	10,000,000	37,300,000	50,000,000	97,300,000
August	10,000,000	35,300,000	50,000,000	95,300,000
September	10,000,000	39,200,000	50,000,000	99,200,000
October	15,000,000	46,300,000	50,000,000	111,300,000
November	15,000,000	51,600,000	50,000,000	116,600,000
December	<u>10,000,000</u>	<u>42,100,000</u>	<u>50,000,000</u>	<u>102,100,000</u>
Annual Avg	13,333,333	46,500,000	50,000,000	109,833,333
Allocation	12.1%	42.3%	45.5%	100.0%
Policy max or	10% - 50%	50%	50%	
Policy minimum	\$10 million	none	none	

William Paterson University Policy

University Policy

SUBJECT:	University Policy	TITLE:	Cash and Investments Policy		
CATEGORY:	Board of Trustees	University	Functional	School/Unit	
Check One	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>	
Responsible Executive:	VP Administration and Finance		Responsible Office:	Associate VP for Finance and Controller	
CODING:	01-10-30-10	ADOPTED:	06/16/16	AMENDED:	
LAST REVIEWED: 06/16/16					

I. PURPOSE

This policy is intended to govern the overall investment management of the University's short term investments, including cash and equivalents.

Cash balances of the University accumulate during periods of the year due to the cyclical business cycle inherent to higher education. The investment activity described in this policy is intended to safeguard and preserve the University's cash while achieving reasonable returns on idle cash. It does so by outlining a cash and investments structure within a tiered framework based on liquidity and diversification strategies.

This policy does not cover long term investments or endowment funds.

II. ACCOUNTABILITY

The Finance, Audit and Institutional Development (FAID) Committee, Vice President for Administration and Finance, and Associate Vice President for Finance and Controller are accountable for the execution and implementation of this policy as well as the ongoing investment activities under this policy. Their specific responsibilities are defined below. External investment managers are accountable for management of funds in compliance with this policy.

III. RESPONSIBILITIES

A. FAID Committee of the Board of Trustees

Responsibilities of the FAID Committee are:

1. Approve the Cash and Investments (this policy).
2. Authorize revisions to the Cash and Investments Policy (this policy).
3. Receive and review investment reports at meetings of the FAID Committee.

B. Vice President for Administration and Finance

Responsibilities of the Vice President for Administration and Finance are:

1. Recommend revisions to the Cash and Investments Policy (this policy).
2. Approve investments and investment managers for the portfolio.
3. Approve the annual investment plan for each fiscal year.
4. Ensure that Investment Managers are in compliance with their responsibilities as outlined in this policy.
5. Execute investment documents.

C. Associate Vice President for Finance and Controller

Responsibilities of the Associate Vice President for Finance and Controller are:

1. Maintain the cash flow analyses that incorporate needs of all operating and capital disbursements as defined in this policy and serve as support for transfers between the bank and/or investment accounts within the portfolio.
2. Ensure that funds are moved as needed and as planned between bank accounts and/or investment accounts or between portfolio tiers.
3. Ensure adequate liquid cash is available for timely operational payments (AP, payroll, debt service, etc.).
4. Monitor the portfolio for suitability and compliance with the Cash and Investments Policy (this policy).
5. Ensure that managers meet the deliverable responsibilities stated in this policy.
6. Reconcile reports of investment managers and the general ledger.
7. Generate monthly reports regarding portfolio performance and compliance with this policy.

D. Investment Managers

Responsibilities of the Investment Managers are:

1. Invest assets under their management according to the mandate presented and approved at time of investment.
2. Exercise discretionary authority over assets entrusted to them subject to the manager guidelines herein and separately provided.
3. Provide written documentation of portfolio activity, portfolio valuation, performance data, and portfolio characteristics no less frequently than on a monthly basis in addition to other information as requested by the University's VP for Administration and Finance or Associate Vice President for Finance and Controller.
4. Vote (and annually report to university administration) proxies vigorously in the best interest of the University, where applicable.
5. For those investment manager/products that are registered with the SEC, annually provide an updated copy of the investment advisor's form ADV Part II, if applicable.
6. Communicate with the Vice President for Administration and Finance upon the occurrence of any of the following events:
 - a. Any adverse/unfavorable shifts in the marketplace;
 - b. Any material and/or unfavorable change to the operating portfolio.
 - c. Any change to the ownership structure of the investment manager;
 - d. Any key personnel changes at the investment manager; and
 - e. Any charges levied by the SEC, CFA Institute, State Regulatory Agencies, or any other regulating body against the investment management firm or key personnel responsible for the short term investments.
7. Select and oversee custodians for assets under their management, if applicable. This role includes fund management, holding of securities, accounting of transaction, and reconciliation of reports.

IV. POLICY

A. Portfolio

The overall investment objective is to preserve principal cash balance, maintain appropriate liquidity for day-to-day operational and capital disbursements, and conservatively optimize earnings on excess cash.

Investment Managers and/or Investment Advisors may be used to meet policy objectives.

Diversification as to liquidity, maturity, market, and risk will be achieved by structuring the portfolio in three tiers: cash, contingency and core, with the following parameters specified for each tier:

1. **Cash**
 - a. Access to funds: Daily
 - b. Investment objective: Liquidity and safety
 - c. Permissible investments:
 - Current accounts with banks
 - Money market accounts
 - Certificates of deposit
 - NJ Cash Management Fund
 - No equities
 - d. Average maturity: Up to one year
 - e. Benchmark: To be defined for each individual investment or fund, where applicable
 - f. Requirement: bank balances in excess of FDIC-insured amounts must be collateralized in accordance with NJ Statue Title 18A Chapter 64
2. **Contingency**
 - a. Access to funds: At least weekly
 - b. Investment objective: Preservation of capital, contingency access to funds, returns
 - c. Permissible investments:
 - Fixed income funds
 - Short term bond funds
 - Treasury bills
 - No equities
 - d. Average maturity: Up to three years
 - e. Benchmark: To be defined for each individual investment or fund
 - f. Credit/quality ratings: Investment grade or better
3. **Core**
 - a. Access to funds: At least monthly
 - b. Investment objective: Preservation of capital, returns
 - c. Permissible investments:
 - Fixed income funds
 - Long term bond funds
 - Indexed equity funds
 - Equity max = 10% of core tier
 - d. Average maturity: Up to five years
 - e. Benchmark: To be defined for each individual investment or fund
 - f. Credit/quality ratings: Investment grade or better

Tier allocations:

- o Liquidity: minimum balance \$10 million; target range 10%-50% of total portfolio.
- o Contingency: no minimum balance; up to 50% of total portfolio.
- o Core: no minimum balance; up to 50% of total portfolio.

B. Signature Authority

The approval requirements for transfers between investment accounts or transfers between current accounts and investment accounts will be the same as those required for University cash disbursements. At a certain threshold, more than one signature may be required, and at all times approval requirements must align with organizational bylaws. The signature threshold is set by the Vice President for Administration and Finance and may change from time to time.

C. Currency Risk

All cash and investments must be denominated in US dollars.

D. Return of Measurement Objectives

Benchmarks for any portion of the portfolio managed by external investment managers will be set at the time of the engagement and will be based upon the mandate given to that investment manager.

E. Exceptions to Policy

Exceptions to this investment policy are prohibited without the prior approval of both the Vice President for Administration and Finance and the University President or Cabinet.

By Direction of the President and Cabinet:

Stephen Bolyai
Vice President for Administration and Finance



June 16, 2016
Date

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

NOTICE TO COMPANIES

WILLIAM PATERSON UNIVERSITY WILL BE RECEIVING ON:

BID TITLE: Investment Management Services

SCHEDULED CLOSING DATE: March 1, 2017 at 2:00p.m.

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

INSTRUCTIONS

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

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

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

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

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

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

INSTRUCTIONS TO COMPANIES

General

1. Sealed proposals for **B9339309** will be received by the Purchasing Office of William Paterson University on or before **March 1, 2017**, prevailing time 2:00pm at the William Paterson University Purchasing Office, Room 321, in the College Hall Building, 358 Hamburg Turnpike, Wayne, NJ, 07470 and at that time will be publicly opened and read aloud.
2. Specifications and bidding documents may be examined and obtained during normal business hours in the Purchasing Office, Room 320, of the College Hall Building, Wayne, NJ.
3. In the event that the University is closed due to inclement weather or emergency shutdown on the date and time set for bid opening in the advertisement, the bid opening will be postponed until the next available business day.

Bids

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

**Request for Proposal Specifications
Investment Management Services
RFP Bid#: B9339309**

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

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

or representations, whether oral or written, made by Company with respect to third parties shall be binding on the University.

1.5.12 **TERMINATION:**

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

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

1.5.13 **FORCE MAJEURE:**

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.

1.5.14 **NOTICES**

All notices provided for under this Agreement shall be in writing. Notice will be effective upon transmission time and date of facsimile during

normal business hours, 8:30 a.m. until 4:30 p.m., Monday through Friday. The University may also send a copy of the notice via U.S. mail. **All questions regarding said RFP must be put in writing and e-mailed to the Purchasing Office on or before February 1, 2017 at harrisc@wpunj.edu.**

ADDENDUM: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP. The signed addendum must be included with your bid response. **All addendums and clarifications will be posted on the Purchasing Website at <http://www.wpunj.edu/purchasing/bids.dot>. Companies are required to check periodically for updates.**

1.5.15 PRESENCE OF THE INSTITUTION'S PREMISES

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

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

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

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

1.5.16 LIENS

Company shall at all times keep the University free and clear from all liens asserted by any person, firm or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, or labor performed, or materials or equipment furnished) by the Company pursuant to the terms of this Agreement. If any such lien shall

at any time be filed against the University's premises, and the Company shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, the University may, but shall not be obligated to, discharge the same and all costs and expenses (including attorney's fees) incurred by the University in discharging the lien shall be either deducted from payments due Company or paid by Company directly to the University.

1.5.17 **LABOR RELATIONS**

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

1.5.18 **LAWS**

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

1.5.19 **SURVIVAL**

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

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

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

1.5.21 **ASSIGNMENT**

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

2.0 **PROPOSAL PREPARATION/EVALUATION:**

2.1 **PROPOSAL PREPARATION:**

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

THIS REQUEST FOR PROPOSAL AND SPECIFICATION WILL FORM THE CONTRACT.

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

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

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

2.2 **PROPOSAL EVALUATION:**

2.2.1 Proposals shall be judged on the following criteria:

- a. The experience of the Company in providing this specification covers the requirements for Investment Management 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.

2.2.2 Oral Presentations:

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

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

2.3 CONTRACT AWARD:

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

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

3.0 QUALIFICATION OF COMPANIES:

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

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

- a. The number of years the firm has been in Investment Management business.
- b. Location of the Company's office that will be responsible for managing this contract. Include phone number and email address.

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

4.0 **INSURANCE REQUIREMENTS:**

- 4.1 The Company shall assume responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this contract. The Company shall carry sufficient insurance to protect its and the University from any property damage or bodily injury claims arising out of the contracted work.

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

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

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

- (3) Comprehensive Automobile Liability policy covering owned, non-owned and hired vehicles with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.

- 4.2 All required insurance coverage must be in effect not later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions and to incidents occurring during the coverage period.
- 4.3 Deleted
- 4.4 Company should list name of insurance firm from which it intends to purchase the above insurance and a person to contact at this firm.
- 4.5 The Company may, if it so desires, include with his proposal the applicable certificate of insurance.
- 4.6 The certificate of insurance should include with RFP ID#, name of RFP and buyer's name.
- 4.7 Each policy of insurance should contain an endorsement as follows:

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

SIGNATURES:

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

Signature of Authorized Company:

Signature: _____

Title: _____

Date: _____

The William Paterson University of New Jersey, Wayne, NJ 07470

(973)-720-2863

TERMS AND CONDITIONS

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

Bidders are notified by this statement that all Terms and Conditions will become a part of any contract(s) or order(s) awarded as a result of the request for proposal, whether stated in part, in summary or by reference. In the event a vendor's terms and conditions conflict with the University's, the University terms and conditions shall prevail.

1.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS.

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

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

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

1.3 Public Law 2005, Chapter 51

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

1.4 Executive Order 129 - Outsourcing

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

1.5 ANTI-DISCRIMINATION - All parties to any contract with William Paterson University agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-4 N.J.S.A. 10:5-31 through 10:5-38 and all rules and regulations issued thereunder.

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

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

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

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

2.0 LIABILITIES

2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the University, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of its contract.

2.2 INDEMNIFICATION - The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the University, the State of New Jersey, and employees of both from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, resulting from the performance of the Project or through the negligence of the Contractor or through any improper or defective machinery, implements or appliances used by the Contractor in the project, or through any act or omission on the part of the Contractor or 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.

2.3 INSURANCE - The successful bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. The successful bidder shall provide the University with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to the University. The insurance to be provided by the successful bidder shall be as follows:

1. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000.00 per occurrence for property damage liability.
2. Comprehensive General Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000.00 combined single limits.
3. Worker's Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than \$1,000,000.00. Upon request, the successful contractor will provide certificates of insurance to the University prior to the Start of the contract and periodically during the course of a multi-year contract.

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

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

3.2 CONTRACT PERIOD AND EXTENSION OPTION - If it is in the best interest of the University to extend any contracts entered into as a result of this proposal for a period of all or any part of a year, the contractor will be so notified of the University's intent at least 30 days prior to termination of the existing contract. If the extension is acceptable to the contractor, at the original prices and on the original terms, notice will be given the contractor by the University in writing. In such cases a new Performance Bond must be submitted by the contractor on a pro rata basis of the original Performance Bond to cover the period of the extension unless otherwise specified. (Where required)

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

3.4 TERMINATION OF CONTRACT

a. Change of Circumstances:

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

b. For Cause:

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

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

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

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

3.6 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director or his/her designee of Purchasing. Such consent, if granted, shall not relieve the contractor of any of it's 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 it's bid and attach for approval a list of said subcontractors and an itemization of the services to be supplied by them.

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

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

All equipment supplied to the University and operated by electrical current is UL approved.

All new machines are to be guaranteed for a period of one year from time of delivery and/or installation and prompt service rendered without charge, regardless of geographic location.

Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.

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

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

All services rendered to the University shall be performed in strict and full accordance with the specifications as agreed to in the contract. A service contract shall not be considered complete until a final approval by the University is rendered. Payment to vendors for services rendered may not be made until final University approval is given.

3.8 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in proposal.

The vendor shall be responsible for the delivery of material in first class condition to the University or the purchaser under this contract and in accordance with good commercial practice.

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

3.8.2 In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the specifications, the University may obtain the material or service from any other available source, the difference in price, if any, to be paid by the contractor failing to meet it's commitments.

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

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

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

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

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

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

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

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

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

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

4.1 PRICE FLUCTUATIONS DURING CONTRACT - All prices quoted shall be firm and not subject to increase during the period of the contract.

In the event of a manufacturer's price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The University must be notified in writing of any price reduction within five (5) days of the effective date.

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

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

4.3 C.O.D. TERMS - Unless otherwise stated in the RFP, C.O.D. terms are not acceptable as part of a bid proposal, and are cause for automatic rejection of a bid.

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

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

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

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

*Unless indicated otherwise.

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

1. A discount period shall commence on the day the University receives a properly executed vendor's invoice for products and services that have been duly accepted by the University in accordance with the terms, conditions and specifications on the Contract/Purchase Order. If the invoice is received prior to delivery of the goods and services, the discount period begins with the acceptance of the goods or services.

2. The date on the check issued by the University in payment of that invoice shall be deemed the date of the University response to that invoice.

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

said automatic extension, the University shall make the award or reject such bids on or before 90 days from the date of receiving bids.

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

8.0 OBLIGATION OF BIDDER - At the time of the opening of bids, each bidder will be presumed to be thoroughly familiar with the specifications, supply and equipment lists and contract documents, including all addenda, and, if applicable, to have inspected the site. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to its bid.

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

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

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

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

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

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

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

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

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

10.0 AGENDA AND INTERPRETATION - Should the bidder find discrepancies or omissions in the specifications, bidder shall at once notify the University which will send written instructions to all bidders. No oral interpretation of the specifications or other contract documents will be given to any bidder. Every request for such interpretation shall be addressed in writing to the University; and to be given consideration, it should be received at least five (5) days prior to the date set for the opening of the bids. All such interpretations and supplemental instructions will be in the form of written addenda to the specifications and drawings and become a part of the contract documents. Failure to receive any such addenda shall not relieve any bidder from any obligation under it's 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 it's 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 it's 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 it's 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: B9339309
CLOSING DATE: March 1, 2017 at 2:00p.m.
TITLE: Investment Management Services

and acknowledges receipt of Addenda (if any) numbered:

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

_____ (\$ _____)

Bid Bond: Bid Bond is not required

PERFORMANCE BOND: Performance Bond is not required

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

(Signature) _____

(Print or Type Name) _____

(Title) _____

(Firm) _____

(Address) _____

(Telephone) _____

(Date) _____

REQUIRED AFFIRMATIVE ACTION EVIDENCE FROM CONTRACTOR OR VENDOR

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

- ___ A VENDOR AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT WAS SUBMITTED TO THE PURCHASING DEPARTMENT. (FORM AA302)
- ___ LETTER OF FEDERAL APPROVAL. (PROOF OF THIS WILL BE REQUIRED AT TIME OF AWARD.)
- ___ CERTIFICATE OF EMPLOYEE INFORMATION REPORT. THE NUMBER IS .
- ___ NONE OF THE ABOVE.

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

Firm Name _____

Signature _____

Title _____

Date _____

Bid Identification No. _____

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

EMPLOYEE OR RELATIVE DISCLOSURE REQUIREMENT

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

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

Yes____ No

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

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

Yes____ No

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

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

Yes____ No

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

By: _____
 (Name of Company) (Address)

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

Before me this day of _____, 20__ .

 Notary Public of
 My Commission Expires _____

COMPANY CONFIRMATION

William Paterson University
358 Hamburg Turnpike

Bid Title: _____

Wayne, NJ 07470

Date: _____

Gentlemen:

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

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

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

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

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

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

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

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

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

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

Name Printed _____

Signature _____

Title _____ Date _____

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

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

Revised 3/07

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

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

Background Information

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

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

Two-Year Certification Process

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

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

Instructions for Completing the Form

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

Part 1: BUSINESS ENTITY INFORMATION

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

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

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

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

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

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

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

Part 2: DISCLOSURE OF CONTRIBUTIONS

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

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

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

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

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

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

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

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

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

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

Part 3: CERTIFICATION

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

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

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

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

Read the five statements of certification prior to signing.

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

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

State Agency Procedure for Submitting Form(s)

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

Business Entity Procedure for Submitting Form(s)

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

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

Questions & Information

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

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

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

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

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

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

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


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

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

Part 1: Business Entity Information

Please check if requesting
recertification

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

Address _____

City _____ State _____ Zip _____ Phone _____

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

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

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

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

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

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

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

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

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

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
If this form is not being completed electronically, please attach additional contributions on separate page.
<input type="button" value="Remove Contribution"/> <input type="button" value="Add a Contribution"/>

Click the "Add a Contribution" tab to enter additional contributions.

- 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:

- I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
- 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: _____
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Name and Address of Committee to Which Contribution Was Made	Date of Contribution	Amount of Contribution	Contributor's Name
Indicate "none" if no Reportable Contributions were made. Attach Additional Pages As Needed			

Certification:

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

Name of Vendor: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

PB-MP.1 R5/26/09

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

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

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

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

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

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

Signature: _____

Date: _____

Print Name: _____

Title: _____

Firm Name: _____

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

Solicitation Number: _____ Bidder/ Offeror: _____

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

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

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

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

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

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

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

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____ Solicitation Number: _____

I hereby certify and say:

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

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

Instructions:

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

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

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

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

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

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

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

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

Contractor: _____
 [Name of Organization or Entity]

By: _____ Title: _____

Print Name: _____ Date: _____

EXHIBIT A

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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 **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE** you are not in compliance at this time. If, **N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27** however, you are the lowest responsive bidder and have not yet complied with the Affirmative Action regulations, we will send you the affirmative action documents for completion prior to award. Affirmative Action evidence should be submitted within 7 days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner.

- A VENDOR AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT WAS SUBMITTED TO THE PURCHASING DEPARTMENT. (FORM AA302)
- LETTER OF FEDERAL APPROVAL. (PROOF OF THIS WILL BE REQUIRED AT TIME OF AWARD.)
- CERTIFICATE OF EMPLOYEE INFORMATION REPORT. THE NUMBER IS _____.
- NONE OF THE ABOVE.

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

Firm Name _____

Signature _____

Title _____

Date _____

Bid Identification No. _____

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