

**N.J. PINELANDS COMMISSION
REQUEST FOR QUOTATION
RFQ #10-001
Cover Page**

DATE ISSUED: February 22, 2010

Vendor Name:	Vendor Federal Tax Id Number:
---------------------	--------------------------------------

Vendor Address: Telephone Number: Fax Number: Email:	Return To: N.J. Pinelands Commission Attn: Purchasing, Dawn M. Rago 15C Springfield Road PO Box 359 New Lisbon, NJ 08064 Telephone Number: (609) 894-7300 ext. 147 Fax Number: (609) 894-7334
--	---

RESPONSE TO THIS REQUEST FOR PROPOSAL SHALL BE RETURNED BY:
Friday, March 10, 2010 at 1:00 P.M.

QUALIFY AS: (CHECK IF APPLICABLE) _____ SMALL BUSINESS

NAME: **FIRE AND SECURITY EQUIPMENT**
(ANNUAL INSPECTION, ANNUAL MONITORING, ONE TIME PROGRAMMING)

1. Fire Alarm Equipment Annual Inspection \$_____ (cost per year)
 2. Fire/Burglar Alarm Monitoring Rate \$_____ (cost per year)
 3. One Time Programming fee for existing Fire Panels and existing Security Panels \$_____
- Total of Items #1, #2, and #3 \$_____

For information purposes only:
Security/Fire Alarm/Keri Access System Service - Hourly Rate 7:00 am – 5:00 pm (M-F) \$_____

Security/Fire Alarm/Keri Access System Service - Hourly Rate for After Hours \$_____

Important Instructions To Vendor: Fill in all requested information. After you have completed this solicitation request, it must be signed in ink and returned to the address indicated above. The Pinelands Commission General Terms and Conditions are included as a part of this solicitation and any contracts pursuant thereto.

Bidder's Signature:	Title:
	Date:

SPECIFICATIONS

The New Jersey Pinelands Commission is requesting Quotations for the below identified tasks for their office complex. The office complex consists of four buildings. An optional site inspection will be held on March 1, 2010 at 10:00 a.m. to familiarize the vendors with the Commission's systems.

The New Jersey Pinelands Commission will award to the lowest bidder and reserves the right to award in whole or in part. It is the intention of the New Jersey Pinelands Commission to award this contract to one vendor. The work will be awarded based on Commission's priorities and available funds. Any work, including repairs, outside of the specifications will need prior approval.

The successful vendor will be awarded a contract through June 30, 2012. The first year's Fire Equipment Inspection must be performed within 30 days of the contract award.

TASKS:

1. Fire Equipment Annual Inspection
2. Fire and Security Alarm Monitoring for Four Buildings on a 12 Month Basis
3. One Time Programming Fee for Four Existing Fire Panels and Four Existing Security Panels

TASK SPECIFICATIONS:

1. Fire Alarm & Related Equipment Inspection

Testing all operations of the control panel and remote annunciators.

Cleaning of all smoke detectors.

Testing all smoke detectors for proper operation and proper calibration.

Testing of all manual pull stations.

Testing of heat detectors in each zone.

An itemized report must be submitted with any deficiencies, report is due within 7 days of scheduled test.

2. Fire/Security Alarm Monitoring

Beginning May 1, 2010, basic monitoring service 24 hours a day, 7 days per week, and a 24 hour phone line test is required. Monitoring service will include transmission of all alarm signals and system trouble signals for both Fire/Security for each of the four buildings. All buildings must be with same monitoring company.

3. One time Programming fee for the four existing Fire Alarm panels the four existing Security Alarm panels

The one time programming of the fire alarm panel and security alarm panel must be coordinated with the Commission's current monitoring vendors to unlock all necessary codes.

EQUIPMENT SPECIFICATIONS:

Fenwick Building (15-A)

Fire and Alarm Equipment

One Simplex 4005 Fire Alarm Panel

Heat Detectors-3

Photo Smoke Detectors-38

Pull Station-Single Action-3

Strobe/Horn-9

Burglar Alarm Equipment

One Ademco Vista-32FB Annunciator

Motion Detectors-7

Note: Two dedicated phone lines travel through the Simplex Fire 4005 Panel and dial out for both fire and burglar alarms.

Carriage House (15-B)

Fire and Alarm Equipment

One Simplex 4005 Fire Alarm Panel

Heat Detectors-3

Photo Smoke Detector-5

Pull Station-Single Action-3

Strobe/Horn-2

Burglar Alarm Equipment

One Ademco Vista-32FB Annunciator

Motion Detectors-3

Note: Two dedicated phone lines travel through the Simplex Fire 4005 Panel and dial out for both fire and burglar alarms.

Barn (15-D)

Fire and Alarm Equipment

One Simplex 4005 Fire Alarm Panel

Heat Detectors -9

Photo Smoke Detectors-10

Pull Station-Single Action-3

Strobe/Horn-7

Burglar Alarm Equipment

One Ademco Vista-32FB Annunciator

Motion Detectors-7

Note: Two dedicated phone lines travel through the Simplex Fire Panel and dial out for both fire and burglar alarms.

RJS Building (15-C)

Fire and Alarm Equipment

One Simplex 4005 Fire Alarm Control Panel

Heat Detectors– 9

Photo Smoke Detectors– 47

Pull Station –Single Action– 7

Strob/Horn-12

Burglar Alarm Equipment

Motion Detectors– 6

Exterior Door Contact- 1

One Ademco Annunciator

Note: Two dedicated phone lines travel through the Simplex Fire Panel and dial out for both fire and burglar alarms.

Keri Access System

PXL- 500/510 Tiger Controller panels

MS5000 MiniStar Proximity readers

5000 Series strike

Total doors with Proximity readers 9 exterior & 3 interior

Computer Control Software

Service Calls

Vendor must respond and be onsite within four (4) hours of emergency call from an authorized Pinelands Commission employee. A list of employees authorized to make emergency service calls will be given to the successful vendor. The Commission will not pay for travel to and from their office complex, therefore, all quoted hourly rates must include travel costs, if applicable.

For information purposes only, please indicate these hourly rates on the cover page.

Site Inspection

An optional site inspection will be held on March 1, 2010 at 10:00 a.m. to familiarize the vendors with the Commission's systems.

Instructions to Vendors

If you have received this RFQ from the Pinelands Commission website, you must call Dawn Rago at (609) 894-7300 ext. 147 to provide your telephone and fax numbers for any potential addenda.

The quotation must be received by the Pinelands Commission no later than **March 10, 2010 at 1:00 p.m. (prevailing Eastern)**, and should be mailed or faxed to the attention of:

Purchasing, Dawn M. Rago
Pinelands Commission
FAX # 609-894-7334
15C Springfield Rd
PO Box 359
New Lisbon, NJ 08064

Quotation must remain valid for a period of 180 days.

In addition to the quotes for the specifications indicated above, the following documents must be included with your bid submission or may be a cause for rejection:

- The vendor shall complete and submit the Request for Quotation cover page. This page must be signed and dated. If issued, a signed verification of receipt of addenda must be included.
- New Jersey State Business Registration Certificate, the bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate. If a sub-contractor is used, they also must provide proof of a valid New Jersey Business Registration Certificate.
- Source Disclosure Certificate - Attachment A-2

The following documents must be submitted before Contract Award. Vendors are strongly encouraged to submit these documents with the Quotation:

- Non-Collusion Affidavit - Attachment A-3
- Affirmative Action - Attachment A-5
- MacBride Principals Certification - Attachment A-6
- W-9 - Attachment A-8

Attachments

Attachment A-1

New Jersey Pinelands Commission Terms and Conditions

Attachment A-2

Source Disclosure Certification

Attachment A-3

Non-Collusion Affidavit

Attachment A-4 (Not needed; Not included)

Ownership Disclosure Statement

Attachment A-5

Affirmative Action Regulations

Attachment A-6

Mac Bride Principles Certification

Attachment A-7

No Bid Response Form

Attachment A-8

W-9

Attachment A-9 (Not needed; Not included)

Chapter 51/Executive Order 117

ATTACHMENT A-1
NEW JERSEY PINELANDS COMMISSION
TERMS AND CONDITIONS

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey Pinelands Commission as a result of this Request. Refer to RFP/RFQ NO. (see Request for Proposal/Quotation cover page) in all written and verbal correspondence.

1. **LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered or services performed, including but not limited to Anti-Discrimination Laws (N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38); The Workers and Community Right to Know Act (N.J.S.A. 34:5A-1 et seq.); Corporate Authority (N.J.S.A. 14A: 1-1 et seq.); Americans with Disabilities Act (42 U.S.C. §12101, et seq.); Set-Off for State Taxes and Child Support (N.J.S.A. 54:49-19, 20); Prompt Payment Act (N.J.S.A. 52:32-32 et seq.); and Compliance of Codes (New Jersey Uniform Construction Code {NJUCC}, NEC70, B.O.C.A. Basic Building Code, OSHA and must be responsible for securing and paying for all necessary permits where applicable.

2. **STATE LAWS** - Any contracts and/or orders placed as a result of this proposal shall be governed and construed in accordance with the laws of the STATE OF NEW JERSEY.

3. **LIABILITY-COPYRIGHT** - The contractor shall hold, save the State of New Jersey Pinelands Commission, 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 un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

4. **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey Pinelands Commission and its employees from and against any and all claims, demands, suits, actions, recoveries, judgment 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, 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.

5. **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as follows:

a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

1. Broad Form Comprehensive General Liability
2. Products/Completed Operations
3. Premises/Operations

The Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

b. Automobile liability insurance, which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

c. Workers' Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits of not less than:

- \$100,000 Bodily Injury, Each Occurrence
- \$100,000 Disease Each Employee
- \$500,000 Disease Aggregate Limit

The insurance certificates effectuating these coverages must provide for thirty (30) day written notice to the attention of the Director, Division of Purchase and Property prior to cancellation. The vendor/contractor shall, upon the Pinelands Commission's request, provide current certificates of insurance for all coverages and renewals thereof.

6. PERFORMANCE GUARANTEE OF VENDOR - The vendor certifies that:

a. The equipment offered is standard new equipment, is in current production and the latest model of regular stock product, 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.

b. All equipment supplied to the Pinelands Commission and operated by electrical current is UL listed where applicable.

c. For all equipment purchases, the vendor shall provide the manufacturer's standard warranty. The contractor will render prompt service, without charge, regardless of geographic location. During the warranty period, the contractor shall replace immediately any material, which is rejected to failure to meet the requirements of the contract.

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

e. All services rendered to the Pinelands Commission shall be performed in strict and full accordance with the specifications stated in the contract/purchase order. The contract shall not be considered complete until final approval by the Pinelands Commission is rendered.

f. All goods and services to be provided are warranted and fit the particular purpose for which the using agency solicits this quotation.

7. BRAND NAME ALTERNATIVES - Brand names and/or descriptions used in this proposal are to acquaint vendors with the type of commodity desired and will be used as a standard by which alternate or competitive materials will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered must be fully explained by the vendor in an accompanying letter. In the absence of any changes by the vendor, it will be presumed and required that material as described in the proposal be delivered.

8. PRICE QUOTATIONS - Insert prices for furnishing all or any portion of the goods or services described. All prices quoted shall be firm through issuance of contract/purchase order and for delivery of quantities specified, and shall not be subject to increase during the period of the contract/purchase order. Prices shall be net and must include all transportation charges fully prepaid by the contractor, F.O.B. Destination.

9. TAX CHARGES - The State of New Jersey Pinelands Commission is exempt from State sales or use taxes and Federal excise taxes, and they must not be included in the proposal price or invoice.

10. PAYMENT - Payments will only be made against vendor's invoices. All goods and services are to be billed at the prices quoted. Payment will be made within sixty (60) days of receipt of invoice or certification that goods and/or services have been received, whichever is later.

11. CASH DISCOUNTS - Vendors are encouraged to offer cash discounts based on expedited payment by the Pinelands Commission. The Pinelands Commission will make efforts to take advantage of discounts, but discounts offered will not be considered in determining the lowest quote.

a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods and services, and received a proper invoice.

b. The date on the check issued by the Pinelands Commission in payment of that invoice shall be deemed the date of the Pinelands Commission's response to that invoice.

12. STANDARDS PROHIBITING CONFLICTS OF INTEREST - All contracts or purchase agreements made with the State of New Jersey Pinelands Commission must comply with N.J.S.A. 52:13D-12 et seq., concerning standards prohibiting conflicts of interest on the part of public officials, and

Executive Order No. 189 (1988) relating to the solicitation and/or payment of any fee, commission, compensation, gift, gratuity or other thing of value by a vendor to a public official to secure favored treatment. The provisions of N.J.S.A. 52:13D-12 et seq. and Executive Order No. 189 (1988) will be included on the purchase order issued to the award-winning vendor.

13. **AFFIRMATIVE ACTION** - If awarded a contract your company/firm will be required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27).

14. **BUSINESS REGISTRATION CERTIFICATE** – Effective September 1, 2004 all contractors and subcontractors providing goods/services to State Agencies are required to provide the contracting agency with proof of registration with the State of New Jersey, Department of the Treasury, Division of Revenue. This proof is to be submitted in the form of a Business Registration Certificate.

15. **PUBLIC LAW 2005, CHAPTER 271/ EXECUTIVE ORDER 117-** In order to safeguard the integrity of State government procurement by imposing restriction to the award of contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005 Chapter 271 was created. In definition this requires the vendor or entity to report all Contributions made in the twelve (12) months prior to and including the date of signing of the 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.

16. **COMPLIANCE WITH REQUIREMENTS OF NJSA 52:34-13.2.** -

A. NJSA 52:34-13.2 requires that all contracts that are "primarily for the performance of services" shall be performed within the United States. This provision applies to all contractors and sub-contractors performing such contracts for the State. This provision is not applicable to a contract that is "primarily for the performance of services" if:

- the Executive Director, of the New Jersey Pinelands Commission, certifies in writing a finding that the service cannot be provided by a contractor or sub-contractor within the United States; or
- the Executive Director, of the New Jersey Pinelands Commission, certifies in writing that the inclusion of the provision set forth within the statute for a contract would violate the terms, conditions, or limitations of any grant, funding or financial assistance from the federal government or any agency thereof.

B. **SOURCE DISCLOSURE REQUIREMENTS** -Pursuant to NJSA 52:34-13.2, all vendors seeking a contract with the State of New Jersey must disclose:

- The location by country where services under the contract will be performed; and
- The location by country where any subcontracted services will be performed.

Accordingly, the vendor should submit the Source Disclosure Certification Form filled out with the sourcing information required for it and any proposed subcontractor under the contract with the State of New Jersey Pinelands Commission. If the information is not submitted with the vendor's proposal, it shall be submitted within five (5) business days of the Pinelands Commission's request for the information.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE PINELANDS COMMISSION SHALL PRECLUDE AWARD OF A CONTRACT TO THE VENDOR.

C. BREACH OF CONTRACT

A SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause.

17. POST EMPLOYMENT RESTRICTIONS OF THE NJ CONFLICTS OF INTEREST LAW

Firms are advised to be aware of Post Employment restrictions for former Pinelands Commission employees who may be utilized for work under this proposed contract. Failure to comply with this law may result in disqualification from the Project. Please refer to NJSA 52:13D-17, which states:

No State officer or employee or special State officer or employee, subsequent to the termination of his office or employment in any State agency, shall represent, appear for, negotiate on behalf of, or provide information not generally available to members of the public or services to, or agree to represent, appear for, negotiate on behalf of, or provide information not generally available to members of the public or services to, whether by himself or through any partnership, firm or corporation in which he has an interest or through any partner, officer or employee thereof, any person or party other than the State in connection with any cause, proceeding, application or other matter with respect to which such State officer or employee or special State officer or employee shall have made any investigation, rendered any ruling, given any opinion, or been otherwise substantially and directly involved at any time during the course of his office or employment. Any person who willfully violates the provisions of this section is a disorderly person, and shall be subject to a fine not to exceed \$1000.00 or imprisonment not to exceed six months, or both.

In addition, for violations occurring after the effective date of P.L. 2005, c.382, any former State officer or employee or former special State officer or employee of a State agency in the Executive Branch found by the State Ethics Commission to have violated any of the provisions of this section shall be assessed a civil penalty of not less than \$500 nor more than \$10,000, which penalty may be collected in a summary proceeding pursuant to the "Penalty Enforcement Law of 1999," P.L. 1999, c.274 (C.2A:58-10 et seq.).

18. PREVAILING WAGE ACT-

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the New Jersey Pinelands Commission except those contracts, which are not within the contemplation of the Act. The bidders signature on the proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contactor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by this proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

19. NEGOTIATION AND BEST AND FINAL OFFER (BAFO)-

Following the opening of bid proposals, the New Jersey Pinelands Commission may, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the consulting services offered, the terms and conditions, and/or the price of a proposed contract award, with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bid proposals and, if necessary, select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the Pinelands Commission, price and other factors considered. The Committee shall not be required to contact all bidders to negotiate and/or to submit a BAFO.

In response to the Pinelands Commission's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original proposal in any revised proposal. However, any revised proposal that does not continue to satisfy all mandatory requirements will be rejected

as non-responsive and the original proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the Pinelands Commission's request for a BAFO, bidders may submit a revised proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised proposal that is higher in price than the original will be rejected as non-responsive and the original bid proposal will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and will prepare an Award Recommendation to the Executive Director. The Evaluation Committee's Award Recommendation will include the responsive bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the Pinelands Commission, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised bid proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award is issued.

ATTACHMENT A-2

N.J.S.A. 52:34-13.2 CERTIFICATION

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____ Purchase Order 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 as part of a bid proposal in response to the referenced solicitation issued by the by the Pinelands Commission, an independent political subdivision of the State of New Jersey created pursuant to Section 4 of the Pinelands Protection Act, N.J.S.A. 13:18A-1 et seq., in accordance with the requirements of N.J.S.A. 54:34-13.2.

The following is a list of every location where services will be performed by the contractor and all subcontractors.

Contractor and/or Subcontractor	Description of Services	Performance Location(s) by COUNTRY

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Executive Director, Pinelands Commission, (hereinafter the "Executive Director") the entity issuing the purchase order.

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 Executive Director, Pinelands Commission, that the services can not be performed in the United States, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section number 17 of the New Jersey Pinelands Commission Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Pinelands Commission to accept a bid proposal or quote, with knowledge that the Pinelands Commission 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: _____

ATTACHMENT A-3

NON-COLLUSION AFFIDAVIT

TO: The Pinelands Commission

I, _____ residing in _____
(Name of affidavit) (Name of Town)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or Position) (Name of firm)
_____ the bidder making this Proposal for the bid proposal
entitled _____, and that I executed the said proposal with full
(Proposal Name)
Authority to do so, that said bidder has not, directly or indirectly entered into any
agreement, participated in any collusion, or otherwise taken any action in
restraint of free, competitive bidding in connection with the above named project;
and that all statements contained in said proposal and in this affidavit are true
and correct, and made with full knowledge that the New Jersey Pinelands
Commission relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the
said project.

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

(Signature)

Type or print Name)

Attachment A-4

OWNERSHIP DISCLOSURE FORM					
<p>INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.</p>					
NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)	
<p>INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.</p>					
NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)	
COMPLETE ALL QUESTIONS BELOW					
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>				YES _____	NO _____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance.)</i>				_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? <i>(If yes, attach a detailed explanation for each instance.)</i>				_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance.)</i>				_____	_____
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes to any part of this question, attach a detailed explanation for each instance.)</i>				_____	_____
<p>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 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 or 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.</p>					
<p>I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of 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.</p>					
COMPANY NAME: _____				_____ (Signature)	
ADDRESS: _____		PRINT OR TYPE { _____		(Name)	
_____		{ _____		(Title)	
FEIN/SSN#: _____			Date: _____		

ATTACHMENT A-5

AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C.127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P. L. 1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent: This could have a cost associated with its compliance to the State of New Jersey bidder is responsible for obtaining this information.

1. A photocopy of a valid letter from the U. S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).
2. A photocopy of approved Certificate of Employee Information Report.
3. An affirmative Action Employee Information Report (Form AA302).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

All bidders must answer the following questions:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
YES _____ NO _____
2. Do you have a Certificate of Employee Information Report Approval from the State of New Jersey?
YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, C.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NAME (print): _____

ATTACHMENT A-6

**MacBRIDE PRINCIPLES CERTIFICATION
NOTICE TO ALL VENDORS
REQUIREMENT TO PROVIDE CERTIFICATION
IN COMPLIANCE WITH MacBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c.a34, a responsible bidder selected, after public bidding, by the New Jersey Pinelands Commission, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, the Pinelands may determine, in accordance with applicable law and rules, that it is in the best interest of the Pinelands Commission 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 Pinelands Commission find vendors 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 for by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages or declaring the party in default.

I certify, pursuant to N.J.S.A. 52:34-12.2, 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-89.5 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 of Bidder

Name/Title

Dated: _____ Company Name: _____

ATTACHMENT A-7

NO BID RESPONSE FORM

Bid or Quote Name and Number _____

Bid or Quote Opening Date: _____

If you decide not to submit a bid or quote, won't you please complete the following?

We are not submitting a bid for the following reason(s)?

___ Can not comply with specifications

___ Unable to meet Delivery

___ Can not comply with terms/conditions. (Please state which ones.)

___ Do not sell/manufacture type of items involved.

___ Not interested at this time.

___ We do ___ do not ___ want to remain on the mailing list for future bid.

Other: _____

Please make any changes, if necessary.

Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person _____ Title: _____

Telephone Number _____ Fax Number: _____

**Please return to the above address attention to Dawn M. Rago by Fax 609-894-7334

ATTACHMENT A-8

Form W-9 (Rev. January 2005) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
--	--	---

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

ATTACHMENT-9

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

For AGENCY USE ONLY	
General Information	
Solicitation, RFP or Contract No. _____	Award Amount _____
Description of Services _____	
Agency Contact Information	
Agency _____	Contact Person _____
Phone Number _____	Agency Email _____

Part 1: Vendor Information

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

Business Type Corporation Limited Partnership Professional Corporation General Partnership
 Limited Liability Company Sole Proprietorship Limited Liability Partnership

Address 1 _____ Address 2 _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**;
 - (ii) Any State, county, **municipal** political party committee; OR
 - (iii) Any **legislative leadership committee**.
 - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
 - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

Check this box if no reportable contributions have been made by the above-named business entity or individual.

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 _____	
Contributor Address _____	
City _____	State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. 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.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A) I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

- (B) I am certifying on behalf of the above-named business entity only.

- (C) I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

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

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.