



**MONTCLAIR STATE**  

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**UNIVERSITY**

**REQUEST FOR PROPOSALS**

**FOR**

**Kasser Theater Facade Repair**

**LUMP SUM GENERAL CONSTRUCTION**

**RFP NO. 1436**

**February 14, 2020**

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**Kasser Theater Facade Repair**  
**Bid Due Date & Time: Friday March 18, 2020 @ 10:00AM**

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*NOTE: The \* denotes pages that require some level of completion by the Bidder. All forms must be completed and returned in your bid package. The above listing represents the order of precedence with respect to conflicting terms or requirements.*

# MONTCLAIR STATE UNIVERSITY

## NOTICE TO BIDDERS

**The Director of Procurement Services at Montclair State University will receive bids for Request for Proposal # 1436 Kasser Theater Facade Repair, through 10:00 AM, March 18, 2020 when they will be publicly opened at the Facilities Conference Room 3002, Third Floor, Overlook Corporate Center, 150 Clove Road, Little Falls, NJ 07424.**

Scope of Work: Clean, repair and protect the exterior façade of the Kasser Theater building located on the campus of Montclair State University.

**A Pre-Bid Meeting and Site Inspection will be held on Tuesday February 25, 2020 at 11:00 AM at the Montclair State University Campus @ the Kasser Theater Building. Bidders are advised that attendance at the pre-bid meeting and site visit is strongly recommended, and no special consideration will be provided to any bidder that does not attend.**

Copies of the request for proposal, including Information for Bidders, bidding forms and specifications may be downloaded on or about February 17, 2020 at <http://www.montclair.edu/finance/news/index.php?ChannelID=92>

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. regarding Affirmative Action; State of New Jersey Prevailing Wage Rate Act, N.J.S.A. 34:11-56.26 et seq.; and N.J.S.A. 52:25-24.2 regarding Ownership Disclosure. Bidders shall also be classified by the Division of Property Management and Construction (DPMC). Montclair State University is an Equal Opportunity Purchaser.

In accordance to N.J.A.C., 17:14-1.2 et seq. and Executive Order 71, signed by Governor James E. McGreevey in 2003, the University requires bidders to make a good faith effort to provide opportunities for Small Business Enterprises (SBE) to participate in the performance of this contract as subcontractors consistent with the overall goals established for construction services by the New Jersey Commerce and Economic Growth Commission (NJ Commerce).

SBE subcontracting goals are not applicable if the bidder is currently registered with NJ Commerce as an SBE firm.

Details regarding the requirements for vendors bidding this work are contained in this request for proposal. Questions shall be in writing and may be directed to Tony Markowsky, Director of Construction Procurement, via fax at 973-655-7468, or e-mail at [markowsky@montclair.edu](mailto:markowsky@montclair.edu). No oral questions or answers shall be authorized or relied upon by bidders.

By: Tony Markowsky, Director of Construction Procurement, Montclair State University.

**CONTRACT: Request for Proposal # 1436  
Kasser Theater Facade Repair  
Lump Sum General Construction**

Event	Date	Time
<b>Pre-bid Conference location: MSU Campus – Brantl Lecture Hall (Inside Dickson Hall)</b>	Tuesday February 25, 2020	11:00AM
<b>Site Visit</b>	Tuesday February 25, 2020	11:00AM
<b>RFP Question Cut Off Date</b>	Wednesday March 4, 2020	12:00PM
<b>Bid Proposal Submission Due Date</b>	Wednesday March 18, 2020	10:00AM

**All responses to questions will be issued via formal addendum and posted to our website prior to the bid due date. There are no designated dates for release of addendum. In accordance with University Procurement Policy #15, the advertisement of addenda will be provided to all interested bidders by posting on the Procurement Services' webpage. Interested Bidders should check the Procurement Services webpage on a daily basis from the time of RFP issuance through bid proposal submission.**

**Qualifications –**

Bidders shall include in their bid information about all subcontractors to be used on this project as outlined in the bid documents. Contractors and sub-contractors must be licensed under the provisions of the New Jersey State construction code. All contractors and sub-contractors performing work on the project must be certified (Public Works Contractor) pursuant to N.J.S.A. 34:11 – 56:48 et seq. at the time of submission of bid. Bidders shall include in their bid documents all sub-contractors to be used on this project as required in the bid documents.

Each proposal shall be accompanied by a Proposal Guarantee payable to Montclair State University, that if a contract is awarded, the bidder shall enter into contract, and shall furnish a Performance Bond (100%). The Proposal Guarantee shall be in the amount of ten (10) percent and shall be given, at the option of the Bidder, by Certified Check, Cashier's Check or Bid Bond.

In accordance with N.J.S.A. 52:32-44, all New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey.

**Bidders are required to be registered with the New Jersey Department of Property Management and Construction (DPMC) and possess a valid C008 or C009 classification with a minimum bonding rating of \$2,000,000 or more at the time of proposal submission and contract execution.**

In accordance to N.J.A.C., 17:14-1.2 et seq. and Executive Order 71, signed by Governor James E. McGreevey in 2003, the University requires bidders to make a good faith effort to provide opportunities for Small Business Enterprises (SBE) to participate in the performance of this contract as subcontractors consistent with the overall goals established for construction services by the New Jersey Commerce and Economic Growth Commission (NJ Commerce).

SBE subcontracting goals are not applicable if the bidder is currently registered with NJ Commerce as an SBE firm.

Bidders are required to comply with the requirements of N.J.S.A. 52:34-13.2 regarding Source Disclosure for Service.

Bidders are required to comply with the requirements of N.J.S.A. 19:44A-20.13, et. seq. and Executive Order 117 regarding Political Contribution Disclosures.

No bid shall be withdrawn for a period of sixty (60) days after the scheduled time and date of the bid opening.

Montclair State University reserves the right to reject all bids in accordance with N.J.S.A. 18A:64-69.

A Project Labor Agreement will not be a requirement for this project.

By:

Tony Markowsky  
Director of Construction Procurement  
Montclair State University

**PROPOSAL FORM**  
**State of New Jersey**  
**MONTCLAIR STATE UNIVERSITY**  
**Montclair, NJ 07043**

**PROJECT NO. 1436**

**KASSER THEATER FACADE REPAIR**

This proposal is to be returned in a sealed envelope. All inquiries and correspondence shall be addressed to:

Montclair State University  
Office of Procurement Services  
Third Floor, Overlook Corporate Center  
150 Clove Road, Little Falls, NJ 07424

This proposal will be accepted no later than **10:00 AM on March 18, 2020** after which time all proposals will be publicly opened and read in the **Facilities Conference Room, Third Floor, Overlook Corporate Center, 150 Clove Road, Little Falls, NJ 07424.**

**Firm Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The undersigned proposes to furnish all labor and materials as called for in the specifications and drawings for **Kasser Theater Facade Repair**

**SINGLE BID** (*Lump Sum All Trades*)     \$ \_\_\_\_\_

**SINGLE BID** (*Lump Sum All Trades in words*)

\_\_\_\_\_

**SCHEDULE: Project must be completed by 100 days after Notice To Proceed and can start any time after May 22, 2020**

**BY SUBMITTING THIS BID, THE BIDDER HAS REVIEWED THE SCHEDULE, AND ACKNOWLEDGES THE SCHEDULE AND MILESTONES INDICATED, AND HAS INCLUDED CONSIDERATION TO COMPLETE THE WORK WITHIN THE SCHEDULE REQUIRED.**

Pricing to hold good through 60 days after the bid due date. The contractor must complete required information on the original and all supplemental pages of this proposal. If the information is not properly completed and is not received on time, Montclair State University reserves the right to reject any bid proposal in accordance with any applicable laws.

**SUBMIT ONLY ONE BID PROPOSAL AND BID BOND FORM** and please refer to Montclair State University's RFP Number in all correspondence.

**PLEASE NOTE:** A Certified Check, Cashier's Check or Bid Bond in the amount of 10% of the base bid is required.

**CHECK \$** \_\_\_\_\_ **BID BOND \$** \_\_\_\_\_

## **Form Submittal Confirmation**

In compliance with your instructions we have completed and returned to you the following documents. We understand that the following forms are required to be completed and submitted by the Bidder as part of a complete proposal, unless otherwise noted. We further understand that failure to submit all information requested may result in the Bid Proposal to be considered non-responsive.

- ☐ **Proposal Form -- Completed (Page 4)**
- ☐ **Form Submittal Confirmation – Signed by Principal of Company (Page 5)**
- ☐ **Acknowledgement of Addenda – Signed by Principal of Company (Page 6)**
- ☐ **Single Bid Subcontractor Listing – Complete (Page 7)**
- ☐ **Pricing Sheets – Complete as applicable (Pages 8-10)**
- ☐ **Non-Collusion Affidavit – Signed by Principal of Company and Notarized (Page 11).**
- ☐ **Ownership Disclosure Form Signed by Principal of Company (Page 12-13).**
- ☐ **MSU Proposal Form – Signed by Principal of Company (Page 14).**
- ☐ **Schedule of SBE Participation, MSU Form B-1 (Page 26).**
- ☐ **Instructions to Bidders (Page 27).**
- ☐ **Political Contribution Disclosure (Attachment A).**
- ☐ **Adherence to General Conditions of Contract – Signed by Principal of Firm (Att. C).**
- ☐ **Conflict of Interest Form (Page 29).**
- ☐ **Affidavit of Outreach, MSU Form B-2 (Page 34).**
- ☐ **Company Qualification Questionnaire – Signed by Reporting Officer of Company, sealed and notarized (Page 38).**
- ☐ **Project Experience Form (Page 39).**
- ☐ **Agreement of Surety Form – Signed and Sealed by Surety (Page 40).**
- ☐ **Bid Security Form, or equivalent – Signed and Sealed by Surety and Signed and Sealed by Principal of Company (Page 41).**
- ☐ **Public Works Contractor Registration Certification. Bidder and all subcontractors required to be listed on the Single Bid Sub-Contractor Listing. Bidders must be registered at time of bid, Certificate must be provided prior to award. MSU requests copies to be submitted with bidder's proposal. (Page 42 – Sample).**
- ☐ **Business Registration (Bidder must provide Certificate prior to award), trade license and trade registration certificates. Bidder and all subcontractors. MSU requests copies to be submitted with bidder's proposal. (see page 16, for instructions)**
- ☐ **DPMC Classification Requirement – Copy of Classification & Certification of Uncompleted Work for bidder (page 44).**
- ☐ **Safety Program – page signed by Contractor's Safety Officer (Page 51).**
- ☐ **Submittal of Insurance Certificates as per General Conditions of Contract, Article 9 "Insurances and Indemnity" and written verification from your insurance provider stating your current Experience Modification Ratio (EMR).**
- ☐ **Provide a certified audited financial statement, including your company's latest balance sheet and income statement showing current assets, net fixed assets, other assets, current liabilities and other liabilities.**
- ☐ **Attachment C - Disclosure of Investment Activities in Iran**
- ☐ **Attachment J – Source Disclosure**

Name Printed \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

## ADDENDA TO BID

Bidder acknowledges receipt of the following Addenda:

Addendum No.	Date of Addendum

\_\_\_ No Addenda were received for this procurement.

*Signature of Principal* \_\_\_\_\_

## SINGLE BID SUBCONTRACTOR LISTING

Any firm submitting a bid for Single Prime Bid (*combined Lump Sum All Trades*) shall indicate the Name, Address and applicable License Numbers of sub-contractors for the categories listed below (*if applicable – if no subcontractors apply, mark category as “none”*). **All sub-contractors listed must be N.J. Public Works certified at the time of the bid date.** If the Bidder intends to complete the categories with his own staff, include “own staff” notation in the appropriate category.

TRADE	FIRM	LICENSE No.	SBE Registration No.	ADDRESS
1. General Construction (C008 or C009)				
2. HVAC	N/A			
3. Electrical	N/A			
4. Plumbing	N/A			
5. Sprinklers	N/A			
6. Scaffolding C074 (if required pending means/methods)				

*Use additional pages if necessary, providing information in the four columns*



## PRICING FOR ALTERNATES

**BIDDER MUST SUBMIT PRICES FOR ALL ALTERNATES WHEN REQUIRED BY THE RFP. IF THERE IS NO CHARGE FOR AN ALTERNATE, BIDDER MUST INDICATE “NO CHARGE.” (DO NOT LEAVE BOX BLANK). IF NO ALTERNATIVES WERE REQUIRED BY THE RFP, BIDDERS SHOULD EITHER LEAVE THIS FORM BLANK OR OMIT FROM ITS RESPONSE.**

**ALTERNATE PROPOSALS:**

*(See Specifications and Drawings for full descriptions).*

	Add (+)
1. N/A for this project	\$ N/A

## ALLOWANCES

The Bidder agrees that the following allowances have been required by the RFP and are included in their proposal:

If no allowances have been required by the RFP, bidders should either leave this form blank or omit from their response.

Description	Allowance
NOT USED FOR THIS PROJECT	N/A

### UNIT PRICES: SEPARATE BID AND SINGLE BID

- a) Unit Prices govern addition to or deduction from quantity included in the Lump Sum Bid and amounts actually installed on job.
- b) Where existing work is indicated, price includes removal and replacing.
- c) Unit Prices shall include all labor, materials, equipment, bailing, shoring, removal, supervision, overhead, profit, insurance, bond, etc. required to complete all work specified.
- d) The University's Representative shall verify all quantities.
- e) Changes shall be processed in accordance with the General Conditions.
- f) Deduct prices apply only if quantities are 15% or more below quantities stated on the drawings or in the specifications.
- g) Refer to Instructions to Bidders for additional conditions.

The specifications incorporated by reference to the RFP indicate the requirements for submitting a unit price in the bid. Each bidder shall submit unit prices in response to the specifications in the format noted below.

UNIT PRICES ITEM NO.	DESCRIPTION OF ITEM	PAY UNIT	UNIT PRICE	
			ADD	DEDUCT
1.	EFS Repair (as outlined in architect's drawings)	SF		N/A
2.	Clay Roof Tile (as outlined in architect's drawings)	EA		N/A
3.	Repair of Vertical Cracks	LF		N/A

# NON-COLLUSION AFFIDAVIT

**STATE OF NEW JERSEY            )**  
**) ss:**  
**COUNTY OF                          )**

## OWNERSHIP DISCLOSURE FORM

RFP Solicitation Number: \_\_\_\_\_ Vendor Bidder: \_\_\_\_\_

### **PART 1**

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE YES OR THE NO COLUMN. ALL PARTIES ENTERING INTO A CONTRACT WITH MONTCLAIR STATE UNIVERSITY ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2. PLEASE NOTE THAT IF THE BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

	Yes	No
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the vendor bidder?		
2. Of those parties owning a 10% or greater interest in the vendor bidder, are any of those parties individuals?		
3. Of those parties owning a 10% or greater interest in the vendor bidder, are any of those parties corporations, partnerships, or limited liability companies?		
4. If your answer to Question 3 is yes, are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company in Question 3?		

**IF THE ANSWERS TO QUESTIONS 2 TO 4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.**

### **PART 2**

PLEASE PROVIDE INFORMATION RELATED TO QUESTIONS 2 TO 4 ANSWERED AS "YES"

If you answered yes to questions 2, 3 or 4, you must disclose identifying information related to the individuals, corporations, partnerships and/or limited liability companies owning a 10% or greater interest in the Vendor Bidder. Further if one or more of these entities is itself a corporation, partnership or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership or limited liability company. This information is required by NJ statute.

#### Individuals

Name \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Name \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Name \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Partnerships/Corporations/Limited Liability Companies

Entity Name \_\_\_\_\_

Partner Name: \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Entity Name \_\_\_\_\_

Partner Name: \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Entity Name \_\_\_\_\_

Partner Name: \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Attach additional sheets if necessary.

In the alternative, to comply with the ownership disclosure requirement, a Vendor/Bidder with any direct or indirect partner corporation which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the website containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest, pursuant to N.J.S.A. 52:25-24.2.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this Certification on behalf of the Vendor Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that Montclair State University is relying on the information contained herein, and that the Vendor Bidder is under a continuing obligation from the date of this Certification through the completion of any contracts with the University to notify the University in writing of any changes to the information contained herein, that I am aware that it is a criminal offense to make a false statement or misrepresentation in this Certification and if I do so, I am subject to criminal prosecution under the law, and it will constitute a material breach of my agreements with the University, permitting the University to declare any contracts resulting from this Certification void and unenforceable.

\_\_\_\_\_  
Signature (Do not enter vendor ID as signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

## PROPOSAL FORM SIGNATURE PAGE

Having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, the Bidder hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the contract documents, within the time set forth therein and at the price stated. The bid price is to cover all expenses incurred in performing the work required under the contract documents of which this bid proposal is a part.

Bidder acknowledges the requirement to comply with and pay the prevailing wage rates in effect for the duration of and for all trades involved in the project for the geographical location of the project as issued by the Commissioner of the Department of Labor and Industry, Trenton, New Jersey 08625; (609) 292-2259, which shall be attached to the contract by MSU prior to execution by the successful bidder.

The *Bidder* agrees that this bid shall be good and may not withdraw it for a period of 60 calendar days after the scheduled closing time for bids.

Upon notification of the acceptance of this bid, *Bidder* will execute the formal contract within 10 days and deliver a *Performance and Payment Bond* as required in the *Instructions to Bidders*.

The *Bid Security* attached in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is to become the property of the *University* in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

This is to confirm that the undersigned is a representative of the entity bidding on this bid proposal and is legally authorized to obligate his firm to the terms, conditions and prices submitted for this bid.

*Respectfully submitted,*

**Company Name** \_\_\_\_\_

**Name of Principal** *(please print)* \_\_\_\_\_

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_

**Business Address** \_\_\_\_\_

\_\_\_\_\_

**Telephone Number** \_\_\_\_\_

**Date** \_\_\_\_\_

# MONTCLAIR STATE UNIVERSITY

## INSTRUCTIONS TO BIDDERS

**Bid Identification Number: RFP No. 1436**

**Date Due: March 18, 2020**

### **1 Bid Proposals – Preparation and Submittal**

- 1.1 The closing date and time for bids will be stated in the Advertisement and the Proposal Form (MSU 3). Bidders are cautioned that reliance on the U.S. Mail for timely delivery of proposals is at the Bidder's risk. **Failure by the Bidder to have sealed proposals reach Montclair State University by the prescribed date and time will result in a return of the submission unopened and unread.**
- 1.2 Bid Proposals must be properly completed and submitted on the standard form provided by the University enclosed in a sealed envelope and received and time-stamped by the Office of the Director of Purchasing. **Proposals must be marked "RFP # 1436 – Kasser Theater Facade Repair"**
- 1.3 All amounts in the bid documents shall be stated in both words and numerical figures.
- 1.4 Proposals not submitted and filed in accordance with instructions contained herein and in the Advertisement for Bids may be considered informal and rejected as non-responsive.
- 1.5 Proposals shall remain open for acceptance and may not be changed or withdrawn for a period of sixty (60) days after the Bid Opening Date. **The Bidder is to include in the bid envelope, the following documents, unless otherwise noted:**
  - a. Coversheet with the name of the Proposal, the Proposal Number and the name of the submitting company
  - b. Form Submittal Confirmation form
  - c. Acknowledgement of Addenda
  - d. Single Bid Subcontractor Listing
  - e. Pricing Sheets
  - f. Non-Collusion Affidavit
  - g. Ownership Disclosure
  - h. Proposal Form ( MSU-3)
  - i. Schedule of SBE Participation (B-1)
  - j. Instruction to Bidders
  - k. Adherence to General Conditions
  - l. Conflict of Interest Form
  - m. Affidavit of Outreach (B-2 )
  - n. Company Qualification Questionnaire
  - o. Project Experience Form
  - p. Agreement of Surety Form or equivalent
  - q. Bid Security Form or equivalent
  - r. Safety Program Signature Page
  - s. Public Works Registration Certification. Bidder and all required subcontractors. (Bidders must be registered at time of bid, Certificate must be provided prior to award).
  - t. Business registration (Certificate must be provided prior to award), trade license and trade registration certificates for Bidder and all required subcontractors
  - u. Submittal of Insurance Certificates per General Conditions of Contract
  - v. Other Documents as required by the RFP to be submitted by the bidder.
  - w. Political Contribution Disclosure
  - x. Appropriate DPMC Classification
  - y. Source Disclosure Certification
  - z. Iran Investment Disclosure (C)**Financial statements should be given in a separate, sealed envelope with bidder's original proposal, marked "confidential."**



Bid proposals based upon the Specifications, Drawings, General, Special and Supplementary Conditions and Bulletins shall be deemed as having been made by the Contractor with full knowledge of the conditions therein. Bidders are required to visit the site prior to submitting proposals for the work herein described and to have thoroughly examined the conditions under which the Contract is to be executed including those reasonably observable conditions of the premises which would hinder, delay or otherwise affect the performance of the Contractor required under the terms of the Contract. The University will not allow claims for additional costs as a result of the Contractor's failure to consider the reasonably observable conditions affecting required performance. The Bidder is required to make appropriate allowances in the preparation of its Bid for the accommodation of such conditions. Bidders must warrant in the Bid Documents that the Bidder is familiar with conditions existing at the site at the time the Bid is submitted.

- 1.6 Under the bidding laws of the State of New Jersey, bid proposals may be solicited in the following ways: **Multiple Prime, Single Prime**, or both. The University reserves the right to award the contract on the basis of the single bid for the entire work.
- 1.7a **Single Prime Bid** means a Lump Sum bid for all work and materials required to complete the entire project if awarded as a single contract. Proposal Forms shall be checked for Single Bid (Lump Sum all Trades) and pricing entered opposite Single Bid (Lump Sum all Trades) designation.
- 1.8 **All forms, certificates, etc. that are required to be completed and submitted with the bid proposal are listed in the "Form Submittal Confirmation" Section of the RFP. The list in the "Form Submittal Confirmation" Section of the RFP is all inclusive. Any additional requirements for forms, certificates etc. contained in the RFP will be treated as part of the standard submittal process after bid opening.**

**In the event any RFP addendum issued requires the submission of forms, certificates, etc., such forms, certificates, etc. will only be required to be submitted with the bid proposal if the addendum issued also amends the "Form Submittal Confirmation" Section of the RFP to include such forms, certificates etc. Absent the "Form Submittal Confirmation" Section of the RFP being amended in the addendum issued, any additional requirements for forms, certificates, etc. contained in an addendum to the RFP will be treated as part of the standard submittal process after bid opening.**



**Bidders are to supply 1 original (marked), 1 electronic copy and 1 copy of their bid proposal to the University. The original must be clearly marked "original".**

## **2. Addenda and Interpretations**

- 2.1 No interpretation of the meaning of the Plans or Specifications or other Bid Documents will be provided to any bidder unless such interpretation is made in writing to all prospective bidders prior to bid opening. Any such interpretations must be identified in bid proposals submitted. Any interpretations which are not entered in accordance with this provision shall be unauthorized and not binding upon the University.
- 2.2 Every request for an interpretation relating to clarification or correction of the Plans, Specifications or other Bid Documents shall be made in writing, addressed to the Contracting Officer and must be received by the date established in the Advertisement. Any and all interpretations, clarifications and corrections and any Supplemental Instructions will be issued by the Contracting Officer in writing in the form of Addendums mailed by Certified Mail, Return Receipt Requested, Express Mail or by Facsimile Notice to all contractors who have picked up a bid package and signed the Specification Pickup List no later than seven (7) working days prior to the opening of bids. All Addendums issued shall become part of the contract documents and shall be acknowledged in all the bid proposals. Failure of a Bidder to acknowledge receipt of all such Addendums and Interpretations by the time of bid opening may result in a determination that the proposal is non-responsive.
- 2.3 Each Bidder must thoroughly review the contract documents prior to submission of bids. Bidders are advised that claims for expenses incurred or damage sustained on account of any error, discrepancy,

omission or conflict in the Contract Documents will not be entertained. Errors, discrepancies and omissions in the document shall be considered by the University unless, and only to the extent that, a written request for interpretation, clarification or correction has been submitted in compliance with above and the matter has not been addressed by the University through issuance of an Addendum interpreting, clarifying and/or correcting such error, discrepancy, omission or conflict.

### **3 Bidder Qualifications**

- 3.1 Bidders must have sufficient qualified personnel and equipment to perform fully the prescribed services delineated and specified in the per bid documents in accordance with the schedule for the project. Bidders must have demonstrated experience of successfully completing projects of comparable size and scope as identified in the bid documents. Bidder must submit evidence to satisfy all qualification requirements as required by the RFP which are also described in Section 6.
- 3.2 If the successful bidder is a corporation not organized under the laws of the State of New Jersey or is not authorized to do business in this State, the awards of the contract shall be conditioned upon the prompt filing by the said corporation of a certificate to do business in this State and complying with the laws of this State in that regard. This filing must be made with the Department of State. No contract will be signed until the Department of State confirms this authorization.
- 3.3 As evidence of the Bidder's qualification, the bidder must submit each of the following: a) Fully completed Company Qualification Questionnaire, b) Audited Financial Statement, c) Names of references, (minimum of five) from projects completed of similar scope and complexity within the last five years.
- 3.4 Contractors and sub-contractors must be licensed under the provisions of the New Jersey State construction code.
- 3.5 The Bidder should provide, prior to contract award, copies of current N.J. Public Works Registration Certificates for the Bidder and all sub-contractors required to be listed on the Single Bid Sub-contractor Listing. The Public Works Contractor Registration Act, N.J.S.A. 34:11 – 56.51 et seq., requires that all bidders and all sub-contractors listed in a bid on a public work must be registered with the Department of Labor and Workforce Development to protect workers and facilitate enforcement of state prevailing wage laws. Bidders must be registered at time of bid, Certificate must be provided prior to award

N.J.S.A. 34:11-56.51 reads as follows (emphasis added):

No contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a sub-contractor in a bid proposal for the contract unless the sub-contractor is registered pursuant to P.L. 1999, c. 238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or sub-contractor, including a sub-contractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or sub-contractor is registered pursuant to that act.

#### **3.6 Requirements Regarding Business Registration Form**

All New Jersey and out of State businesses must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey and prior to the award of a contract. Any bidder, inclusive of any named subcontractor(s), who does not possess a valid Business Registration Certificate prior to the award of a contract will be deemed ineligible for contract award. Montclair State University requests proof of valid business registration should be submitted by a bidder with its bid proposal. The business registration form (Form NJ-REG) can be found online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the University. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the University a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the University before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

Pursuant to N.J.S.A. 54:49-4.1, any business organization that fails to provide a copy of a business registration, or that provides false information of business registration, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided under a contract with Montclair State University.

### **3.7 Source Disclosure Requirements of N.J.S.A. 52:34-13.2**

- 3.7.1 The University shall not award a contract to a vendor that does not provide all disclosures as to the country where services under the contract will be performed; and if there are any subcontracts, the location by country where any subcontracted services will be performed.
- 3.7.2 The University shall not award a contract 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, unless one of the following conditions is met:
  - 3.7.2.1 The vendor or its subcontractor provides a unique service, and no comparable domestically-provided service can adequately duplicate the unique features of the service provided by the vendor or its subcontractor; or
  - 3.7.2.2 A significant and substantial economic cost factor exists such that a failure to use the vendor's or subcontractor's services would result in economic hardship to the University; or
  - 3.7.2.3 The University determines that a failure to use the vendor's or subcontractor's services would be inconsistent with the public interest.

### **3.8 Requirements of N.J.S.A. 19:44A-20.13, et. seq.**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the terms and conditions set forth in this section and N.J.S.A. 19:44A-20.13, et. seq. are material terms of any contract resulting from this RFP:

- 3.8.1 **Definitions** - For the purpose of this section, the following shall be defined as follows:
  - 3.8.1.1 *Contribution* – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:44A-1 et seq. Currently, contributions in excess of \$400 during a reporting period are deemed "reportable" under these laws. As of January 1, 2005, that threshold will be reduced to contributions in excess of \$300.
  - 3.8.1.2 *Business Entity* – 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. It also includes (i)all principals who own or control 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, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under 26 U.S.C. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

- 3.8.2 Breach of Terms of N.J.S.A. 19:44A-20.13, et. seq. – Shall be deemed Breach of Contract - It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of this Order, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of N.J.S.A. 19:44A-20.13, et. seq.; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of N.J.S.A. 19:44A-20.13, et. seq.; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of N.J.S.A. 19:44A-20.13, et. seq.

3.8.3 **Certification and Disclosure Requirements**

- 3.8.3.1 The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods. Accordingly, the Business Entity shall submit with its bid proposal the Political Contribution Disclosure in this RFP certifying that no contributions prohibited by N.J.S.A. 19:44A-20.13, et. seq. have been made by the Business Entity. A separate Certification is required for each person or organization defined above as a Business Entity.
- 3.8.3.2 Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7, in the Political Contribution Disclosure form attached to this RFP. A separate Disclosure is required for each person or organization defined above as a Business Entity. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Disclosure(s) within five (5) business days of the State's request.
- 3.8.3.3 Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. Contractor shall use **MSU's**

**Political Contribution Disclosure Form.** A separate Disclosure is required for each person or organization defined above as a business entity.

- 3.8.4 **State Treasurer Review** - The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.
- 3.9 In the event of a single bid for all the work (Single Prime), the Bidder shall include the name of it's principal sub-contractor (if applicable) in the categories listed below:
1. General Construction
  2. HVAC
  3. Electrical
  4. Plumbing
  5. Fire Alarm
  6. Roofing

Bidder is to list the name, address and license number of sub-contractors for the categories listed above in the Proposal Form under Single Bid Sub-contractor listing. Please include the SBE registration number for any listed subcontractor registered with NJ Commerce as a Small Business Enterprise (SBE) firm.

- 3.10 The classification data requested in the Company Qualification Questionnaire is for informational purposes only. The University may use the prequalification dollar limits submitted to assist in the overall evaluation of the bidder's financial resources and capability. The University reserves the right to use other financial data available in accordance with the bidder qualification evaluation process.
- 3.11 The University reserves the right, in accordance with applicable law, to reject a bidder at any time prior to the signing of a contract if information or data is obtained which, in the opinion of the Contracting Officer, adversely affects the responsibility and/or the capability of the Bidder to undertake and complete the work regardless of the bidder's previous qualification. The University may, in accordance with applicable law, conduct any investigation as deems necessary to determine the Bidder's responsibility and capacity and the Bidder must furnish all information and data for this purpose as the University may request.

#### **4 Bid Security**

- 4.1 Each proposal must be accompanied by a *Bid Bond*, *Certified* or *Cashier's Check* ("Bid Security") made payable to Montclair State University equal to ten percent (**10%**) of the amount of the proposal as evidence of good faith, which guarantees that if the proposal submitted by the Bidder is accepted, the Bidder will enter into the Contract and will furnish the required Contract Documents and *Surety Bonds*. Bid Security will be held, retained or returned in accordance with Section 6.12 and 6.13 of the RFP. If a Bid Bond is submitted, it shall also provide that the Surety issuing the Bid Bond is bound to issue the required *Payment* and *Performance Bonds*, if the Bidder is awarded the Contract. If the Bidder whose proposal is accepted is unable to provide the *Performance* and *Payment Bonds* or fails to execute a Contract, then such Bidder and the *Bid Bond Surety* shall be obligated to pay Montclair State University the difference between the amount of the bid and the amount which the University contracts to pay another party to perform the work. The University reserves the right to retain any Certified or Cashier's Check deposited hereunder as reimbursement for the difference as aforesaid, and shall return any unrequited balance to the bidder. Should there be a deficiency in the amount of the Bid deposit, the Bidder and the Surety shall pay the entire amount of the difference in cost upon demand. The Contractor shall construe nothing contained herein as a waiver of any other legal remedies the University may have by reason of a default or breach.

- 4.2 Certified or Cashier's Checks or Bonds submitted by unsuccessful Bidders will be returned after the Contract has been executed. Contractors electing to furnish a Bid Bond must also include a Consent of Surety, in form acceptable to the University.

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file a certified Power-of-Attorney with the University indicating the effective date of that power.

## 5 Insurance Requirements

- 5.1 The successful Bidder must assume responsibility for his actions and those of all others working for him while engaged in any activity connected with this contract. If awarded the contract the successful Bidder must carry sufficient insurance to protect the University from any property damage or bodily injury claims arising out of the contracted work as required in Article 9 of the General Conditions of Contract (Attachment "A") and name the University as Additional Insured. As proof of insurability the Bidder shall submit with the bid proposal a copy of its current insurance certificate(s). **For this project excess liability of \$5 million will be acceptable.**

## 6 Consideration of Bids

- 6.1 The following criteria will be used to evaluate all bid proposals from general contractors. The criteria are not necessarily listed in order of importance:
- 6.1.1 Demonstration of satisfaction of all qualification criteria
  - 6.1.2 Ability to meet the specifications in this RFP
  - 6.1.3 Price and Schedule of Values
  - 6.1.4 Schedule for completion, potential delivery and availability date for use of space by University as intended
  - 6.1.5 Demonstration of prior satisfactory experience in general construction projects.
  - 6.1.6 Demonstration of satisfactory experience renovating or constructing similar projects for a Higher Education use, preferably in New Jersey
  - 6.1.7 Demonstration of a high satisfactory prior performance on projects of similar scope and size
  - 6.1.8 Realistic understanding of a University building or similar experience
  - 6.1.9 Demonstration of relevant experience and expertise by principals within and key employees of bidder, and available on-site personnel to satisfactorily complete the project and manage construction activities under this contract within the schedule agreed to by the parties
  - 6.1.10 Demonstration of a realistic understanding of the project and approach that indicates the Bidder is likely to complete the project within the schedule and budget proposed, including satisfactory resources available to complete the work within the schedule proposed
  - 6.1.11 Qualifications of the listed subcontractors
  - 6.1.12 References from other higher education clients of the bidder that are able to validate the information contained within the bidders' response.
  - 6.1.13 Adherence to safety violations and code compliance on previous projects

- 6.2 The bid security deposit of the successful Bidder and the next two (2) lowest bidders will be retained by the University until the execution and delivery of a formal Contract and performance and payment Bonds by the low Bidder. At such time bid deposits of the other two (2) low bidders will be returned.
- 6.3 Bid deposits of the other unsuccessful Bidders (except the lowest three Bidders) will be returned or refunded within ten (10) days of the bid opening.
- 6.4 The following requirements are mandatory and non-waivable; (a) signed Proposal Form (MSU-P-03), (b) Bid Security Form or equivalent, (c) Agreement of Surety or equivalent, (d) DPMC Certifications required by RFP, (e) Iran Investment Disclosure; (f) Ownership Disclosure Form. The Contracting Officer reserves the right to waive, in his or her sole discretion, any other bid requirements when such waiver is in the best interest of the University and where such waiver is permitted by law.
- 6.5 The response to the RFP must include all of the documents required by the RFP. In addition, the response to the RFP should also include the following documents to demonstrate satisfaction of the qualification criteria described in this Section 6:
- a. Vendor's total price
  - b. Vendor's Schedule of Values for all items in the bid specifications
  - c. Vendor's Schedule for performance of all work
  - d. Vendor's list of completed projects including client, dates and addresses, that are of similar age or type to the Project that have been completed within the schedule and budget agreed to by the Vendor's client.
  - e. Vendor's list of completed projects for higher education clients, including, dates and addresses, that are of similar age or type to the Project that have been completed within the schedule and budget agreed to by the Vendor's client.
  - f. Written evaluations performed by Vendor's prior clients in higher education or for projects similar in scope to the Project that confirm Vendor performed in a highly satisfactory manner.
  - g. Written summary of the experience and credentials of key employees of the Vendor who will be involved in the Project.
  - h. At least 3 references from Vendor's higher education clients validating the Vendor has performed in a highly satisfactory manner, and completed projects for its clients within the schedule and budget approved by the client.
  - i. Written certification that no current or former employee of the Vendor has been the subject of a criminal investigation, have been charged with or convicted of a crime, have been investigated by any agency of the State of New Jersey for a violation of any law governing a State contractor, or have been the subject of a sexual harassment investigation, lawsuit or settlement.
  - j. The last three most recent financial audited statements of Vendor demonstrating: (i) A ratio of current assets divided by current liabilities of at least 1.10 for two out of the three most recent fiscal years; (ii) cash and cash equivalents of at least \$5 million as of the date of its most recent audited annual financial statements or in the alternative a copy of a Dunn and Bradstreet report which includes, but is not limited to, the Vendor's accounts payables; (iii) no material adverse changes in its financial position since the end of its most recent fiscal year; (iv) debt service coverage of 110%; and (vi) statement indicating there are no claims or other issues with local, state or federal taxing authorities.

## **7 Award of Contracts:**

An Evaluation Committee will review the bidder responses, and oral presentations may be requested. The contract award shall be made to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the University, price and other factors considered. In accordance with applicable law, the University reserves the right to reject any or all bids, or to award in whole or in part, if deemed to be in the best interest of the University to do so. Furthermore, the University reserves the right to waive any other bid requirement in their sole discretion when such waiver is in the best interest of the University and where such waiver is permitted by law.

- 7.1 Contracts or issuances of orders resulting from this Bid Proposal will be subject to the availability and appropriation of funds to the University.
- 7.2 Alternates will be accepted or rejected in numerical sequence as cited in the Bid Documents and shall not be selected at random except as provided herein. Add alternates and deduct alternates will be specified separately. The University may choose from either/or the add and/or deduct alternates without priority between the two groups as long as selection within each group is in numerical sequence from the first to the last. This limitation shall not apply, however, to any alternates concerning proprietary items. The Contracting Officer may accept alternates out of sequence, provided he states his reasons for so doing in writing within five (5) days of the opening of Bids. Should submission of unit prices be required for specified items of work in Bid Proposals, they will be considered in the evaluation of bids.
- 7.3 In executing a contract, a successful Bidder agrees to perform his work in a good and workmanlike manner to the satisfaction of the University Contracting Officer and to complete portions of the work by established milestone dates and all work within the number of calendar days specified in the Contract.
- 7.4 The successful Bidder will be notified of the time and place for the signing of the Contract. Key requirements in the conduct of the Contract, including but not limited to, project milestones, the number of days for performance of the Contract, manner and schedule of payments, site logistics and other administrative details will be reviewed at the contract award meeting. The time and place of the first job meeting will also be announced.

## **8 Rejection of Bids**

- 8.1 In accordance with applicable law, the Contracting Officer reserves the right to reject any Bid which is non-responsive to the invitation for bids, of any Bidder who is not responsible based upon experience, past performance, financial capacity to perform the work required hereunder, and for other material factors.

## **9 Performance and Payment Bonds**

- 9.1 The successful Bidder shall furnish, within ten (10) calendar days after *Contract Execution*, a Performance Bond, in a form statutory to the Contracting Officer, in an amount equal to one hundred percent (100%) of the total contract price as security for the faithful performance of the Contract, and a Payment Bond, in a form statutory to the Contracting Officer, in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons and firms performing labor and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with the law. No Contract shall be executed by the University unless and until each Bond is submitted to and approved by the University and the Surety must be presently authorized to do business in the State of New Jersey. The Surety's obligation shall continue beyond final acceptance to the extent that the Contractor may have such an obligation.

The cost of Bonds shall be the sole responsibility the Contractor.



- 9.2 If at any time the University, for justifiable cause, is dissatisfied with any Surety or Sureties that have issued or proposed to issue the Performance or Payment Bonds, the Contractor shall within ten (10) days after notice from the University to do so, substitute an acceptable Bond (or Bonds) in such form and sum and executed by such other Surety or Sureties as may be satisfactory to the University. The premiums of such Bond(s) shall be paid by the Contractor. No Contract shall be executed and/or payment made under a Contract until the new Surety or Sureties have furnished such an acceptable Bond to the University. Bonds must be legally effective as of the date the contract is signed. Bonds must indicate Contractors' names exactly as they appear on the Contract. Current Attorney-in-Fact Instruments and financial statements of the Surety must be included with the Bond. Bonds must be executed by an authorized Officer of the Surety. Bonds furnished under this article shall conform in all respects to the requirements and language of N.J.S.A. 2A:44-143 to 147.

### **Liquidated Damages**

- 1.1 The University includes liquidated damages of \$250.00 per day for the violation of the contract or the failure to perform the contract as stipulated in the General Conditions (attached).

### **11 Offer of Gratuities**

- 11.1 N.J.S.A. 52:34-15 makes it a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the State. It is the policy of the University to treat the offer of any gift or gratuity by any company, its officers or employees, to any person employed by the University as grounds for debarment or suspension of such company from bidding on and providing work or materials on University Contracts.

### **12 Federal Excise Taxes and States Tax**

- 12.1 In general, Bidders, in preparing their bids, must take into consideration applicable Federal and State Tax Laws.
- 12.2 Materials, supplies or services for exclusive use in erecting structures, buildings or otherwise improving, altering or repairing University owned property, are exempt from the State Sales Tax. Bidders must make their own determinations as to the current status and applicability of any Tax Laws and the Contractor may make no claim based upon any error or misunderstanding as to the applicability of any Tax Laws.
- 12.2.1 Purchases or rentals of equipment are not exempt from tax under the State Sales Tax Act.

### **13 Restrictive Specifications**

- 13.1 If a Bidder determines before the bid due date, that any portion of the Specifications or Drawings require a particular product which can be provided by only one supplier or manufacturer, with the result that competitive prices are not available, he shall immediately notify the Contracting Officer and the Architect/Engineer in writing of such fact.
- 13.2 If such notice is not given in a timely manner, it shall be assumed that the Bidder has included the estimate of such sole source in the Bid. In the alternative, if the Contracting Officer and Construction Manager are notified in a timely manner of the requirement in the specifications of a sole source of supply or manufacture, the Contracting Officer may order the project re-bid or may take any other lawful action.

### **14 Set Aside Program for SBE – Construction**

- 14.1 The University requires bidders to make a good faith effort to provide practical opportunities for SBE firms to participate in the performance of this contract as subcontractors, consistent with the overall 25% SBE goal established for construction by the New Jersey Economic Development Authority

(NJEDA). **SBE subcontracting goals are not applicable if the bidder is currently registered with NJEDA as an SBE firm when the proposal is submitted.**

14.2 All bidders must submit a completed MSU SBE Form B-1 with the Proposal either:

- 14.2.1 identifying the bidder as a registered SBE, and attaching a copy of the SBE Registration Certification, or
- 14.2.2 identifying all SBE firms proposed as subcontractors on the project including their New Jersey Economic Development Authority (NJEDA) SBE Registration numbers, the SBE category in which they are registered and the proposed percentage of the contract with each SBE sub-contractor is to perform.

**Failure to submit this completed form may disqualify the bid proposal.**

14.3 All non-SBE bidders must complete MSU Form B-2, Affidavit of Outreach, and explain their proposed approach to reaching the 25% SBE goal, demonstrating the good faith efforts of a bidder as set forth in N.J.A.C. 17:14-4.3. If the firm's MSU SBE Form B-1 fails to demonstrate that the firm will meet the SBE subcontracting goals, MSU Form B-2 must provide a record of the bidder's efforts, attempts to contact eligible businesses, and the reasons for its failure to meet the subcontracting targets, or a certification that the firm does not intend to subcontract any work. Failure to demonstrate good faith efforts to provide subcontracting opportunities to SBE's may disqualify the bid proposal.

14.4 Two categories of SBE have been created for purposes of construction contracts:

- Category 4 - Gross revenues not exceeding \$1,000,000
- Category 5 - Gross revenues not exceeding the applicable annual revenue standards set forth in 13 CFR 121.201

The University reserves the right, after award of the contract, to work with the successful bidder toward meeting unmet SBE subcontracting goals. The successful bidder will not be permitted to substitute non-SBE subcontractors for SBE subcontractors without good cause and the written approval of the University.

## **15 Affirmative Action Requirements**

- 15.1 The successful bidder must agree to incorporate into the contract the mandatory language of subsection 3.4(a) of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor and all subcontractors must agree to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.
- 15.2 "The successful bidder to this contract agrees to incorporate into the contract the mandatory language of subsections 7.4(a) and (b) of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agree to comply fully with the terms, provisions and obligations of subsections 7.4(a) and (b)."
- 15.3 If a company can provide current evidence that it is operating under a federally approved and sanctioned Affirmative Action Program or can provide a current copy of the State of New Jersey "Certificate of Employee Information Report Approval," such evidence should be submitted with the bid in order to preclude additional requirements pertaining thereto.

It is the policy of MSU that its contracts should create a work- force that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by MSU to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to MSU's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under MSU's contract

with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide MSU with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to MSU no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

**16. FEDERALLY FUNDED PROJECT CONTRACTS** – When applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. The federal government is not funding the project undertaken by this RFP.

#### **17. Mandatory ELEC Disclosure Requirements – Chapter 271**

17.1 Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **18. Authority to Audit or Review Contract Records (N.J.A.C. 17:44-2.2)**

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the Office of the State Comptroller, pursuant to N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2.

#### **19. Disclosure of Investment Activities in Iran**

Contractor is advised of its responsibility to provide, with the bid proposal, a disclosure of any investment activities in Iran, pursuant to N.J.S.A. 52:32-58.

#### **20. Schedule of Values**

As part of the evaluation process, the University may request a detailed Schedule of Values to be completed post bid. All bidders shall provide their Schedule of Values within three business days of a written request by the University.

#### **21. Contact During The Bidding Process**

All questions pertaining to the bid package and specifications must be in writing and submitted via fax or e-mail no later than the time and date presented in the Advertisement for Bid to:

Tony Markowsky, Director of Construction Procurement  
973-655-4158  
[markowskya@montclair.edu](mailto:markowskya@montclair.edu)

**22. Ownership Disclosure, N.J.S.A. 52:25-24.2**

No Vendor/Bidder that is a corporation, partnership, or limited liability company shall be awarded any contract, nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid by Montclair State University unless, prior to the receipt of the bid or accompanying the bid of said corporation, said partnership, or said limited liability company, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, individual partner, and/or member exceeding the 10 percent ownership criteria established in this act has been listed. Vendors/Bidders shall use the University's Ownership Disclosure Form.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

**23. Buy American, N.J.S.A. 52:32-1, et. seq. and N.J.S.A. 52:33-1, et. seq.**

Pursuant to N.J.S.A. 52:32-1 and N.J.S.A. 52:33-1, Vendor shall use materials manufactured in the United States unless otherwise exempt.

**24. Notice of Setoff, N.J.S.A. 54:49-19**

Pursuant to N.J.S.A. 54:49-19, if the Vendor is entitled to payment under the Contract, at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

MONTCLAIR STATE UNIVERSITY  
MSU FORM - B1- SCHEDULE OF SBE PARTICIPATION FOR CONSTRUCTION FIRMS

RFP NO: \_\_\_\_\_

PROJECT: \_\_\_\_\_

Name of SBE Construction Firm	SBE Category (4,5)	Address, Telephone Number & Contract Person	Trade	SBE Registration No.	Proposed % or Total Value	Final % of Total Contract Value*
<b>TOTALS</b> (of subcontract amount and % of Total Contract Value)						

\* This information must be submitted at project completion.

\_\_\_\_\_  
FIRM ( Print Name)

\_\_\_\_\_  
PREPARED BY (Print Name)

\_\_\_\_\_  
BIDDER'S SBE REGISTRATION NO.  
(if applicable)

\_\_\_\_\_  
SIGNATURE & TITLE

FIRM ADDRESS

**NOTE:** The subcontracting targets for SBE on this contract are a minimum of 10% in Category 4, 15% in Category 5.

Category 4: SBEs with gross revenues not exceeding \$1,000,000

Category 5: SBEs with gross revenues not exceeding the applicable annual revenue standards set forth in 13 CFR 121.201

**INSTRUCTIONS TO BIDDERS SIGNATURE PAGE**

**RFP # 1436 – Kasser Theater Facade Repair**

I Certify that I have read and understand the Instructions to Bidders and accept  
without exceptions all terms and conditions of the Bid Package.

---

***NAME OF FIRM***

---

**AUTHORIZED SIGNATURE**

---

<b><i>NAME</i></b>	<b><i>TITLE</i></b>	<b><i>DATE</i></b>
--------------------	---------------------	--------------------

Montclair State University reserves the right to accept or reject any and all bids in  
accordance with applicable law. Montclair State University is an Equal Opportunity  
Institution.

# **MONTCLAIR STATE UNIVERSITY**

## **CONFLICT OF INTEREST**

The following regulations are provided to all vendors as official notice of New Jersey's Conflict of Interest Law, Executive Order No. 34 (1976) and Executive Order No. 189 (1988) which establish the standards of responsibility for state employees and vendors to follow in contractual matters. The violation of the following prohibitions on vendor activities will render the vendor liable to debarment, suspension and disqualification.

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commissions, 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 legal 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 any partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest with 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 and 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 State Ethics Commission.
- 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 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 employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.

Any relationships subject to this provision shall be reported in writing forthwith to 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 his 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, his official

position to secure unwarranted privileges or advantages for the vendor or any other person.

- f. The provisions cited above in paragraph 3a. through 3e. 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 and Executive Commission on Ethical Standards may promulgate under paragraph 3c.

I (we), certify that I (we), have read and understand the above regulations on Conflict of Interest.

**NAME OF FIRM:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



(REVISED 4/10)

## **EXHIBIT B**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**

**N.J.A.C. 17:27-1.1 et seq.**

### **CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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 contractor 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 be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

## **EXHIBIT B (Cont)**

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

## **EXHIBIT B** *(Cont)*

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

## **EXHIBIT B (Cont)**

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**AFFIDAVIT OF OUTREACH**  
**Construction Services**  
**MSU Form B-2**

\_\_\_\_\_ *being duly sworn,*  
*deposes and says:*

- a. I understand that all bidders are expected to comply with all statutory and regulatory requirements of the New Jersey Set-Aside Program on Small Business Enterprises (SBE's) participation in state construction contracts. I further understand that it is my responsibility as a bidder to obtain and familiarize myself with the above mentioned requirements.
- b. Pursuant to the above mentioned requirements, any attempts I make to engage subcontractors shall include a good faith outreach effort to engage Small Business Subcontractors in connection with this project.
- c. I have attached hereto a separate Schedule of SBE Participation (MSU Form B-1) accurately recording the outreach effort with respect to that particular subcontractor for each Small Business contacted by the bidder regarding this project.

\_\_\_\_\_  
**Name of Firm**

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_

**Business Address** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_

*Sworn to before me this* \_\_\_\_\_ *day of* \_\_\_\_\_ *20* \_\_\_\_\_  
**Notary Public** \_\_\_\_\_ **My Commission Expires** \_\_\_\_\_ **20** \_\_\_\_\_

## I. ORGANIZATION

State of Incorporation: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

Are you currently doing business in the State of New Jersey? ( ) Yes ( ) No

Number of Years in the Industry? \_\_\_\_\_

Number of Years in the College/University Industry? \_\_\_\_\_

## **II. CONSTRUCTION EXPERIENCE**

List the categories of work that your company performs with its own forces and the corresponding years of Experience per trade category.

Percentage of contract work performed by your own employees \_\_\_\_\_ %

On a separate sheet, list major construction projects your company has in progress. Name the project, owner, architect, contract amount, percent complete and schedule completion.

On a separate sheet, list major construction projects your company has completed in the last five years. Name the project, owner, architect, contract amount, completion date and percentage performed with your own forces.

On a separate sheet list the construction experience of the principal individuals in your company.

State average annual amount of construction work completed in the last five years:

State the largest construction project completed in the last five years:

### **III. LICENSE INFORMATION**

List trade categories and jurisdictions your company is legally qualified to do business. Indicate registration and license numbers. Attached a photocopy of license and business permits where applicable.

### **IV. BONDING CAPACITY**

List the name of the bonding company and agent authorized to issue bid, payment and performance bonds in the State of New Jersey.

State your company overall aggregate bonding capacity. Provide a certified statement from an authorized bonding company.

### **V. INSURANCE REQUIREMENTS**

Provide written verification from your insurance provider stating your current Experience Modification Ratio (EMR).

### **VI. CERTIFICATION**

List the names of the State of New Jersey agencies from which your company has received certification:

Bidders shall be classified by the Division of Property Management and Construction (DPMC), Provide the following information and provide a copy of the current certificate:

- a. Trade Classification (Note it must be C008 or C009 to be qualified) –
- b. Aggregate Rating Limit (Note it must be \$500,000 to be qualified) –
- c. Effective and expiration dates of existing DPMC certification -
- d. Total amount of outstanding uncompleted contracts –

### **VII. FINANCIAL**

Provide a certified audited financial statement, including your company's latest balance sheet and income statement showing current assets, net fixed assets, other assets, current liabilities and other liabilities.

Provide the name and address of the firm preparing the audited financial statement:

### **VIII. REFERENCES**



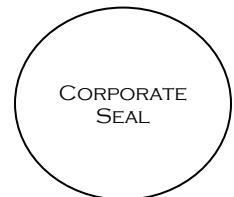
List the following references (Name, Address, Telephone Number, Contact Name):

- a. Trade
- b. Bank
- c. Project References for work completed in the last five years

I affirm that all statements made in this proposal and all documents attached hereto are, to the best of my knowledge, true and accurate. I hereby grant permission to Montclair State University to further investigate all information provided herein and to contact any and all references as provided.

Signature of Reporting Officer: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Title



Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
Notary Public:

\_\_\_\_\_

My Commission expires on \_\_\_\_\_ 20 \_\_\_\_

PROJECT EXPERIENCE		INSTRUCTIONS: List at least five (5) completed projects for each type of work requested. Be sure to use the largest projects for each trade requested. List only projects completed within the past 5 years. Provide details as requested.										
NAME OF OWNER, COMPLETE ADDRESS AND TELEPHONE NO.	PROJECT LOCATION AND SPECIFIC TYPE OF WORK PERFORMED BY YOUR ORGANIZATION	CHECK PRIME OR SUB-CONTRACT		LIST NAME AND TELEPHONE NO. OF ARCHITECT/ENGINEER OR PERSON IN CHARGE FOR OWNER	CONTRACT PRICE			APPROXIMATE DATE COMPLETED		WAS TIME EXTENSION NECESSARY?	WERE ANY PENALTIES IMPOSED	WERE LIENS, CLAIMS OR STOP NOTICES FILED?
		PRIME	SUB		ORIGINAL	CHANGE ORDERS	TOTAL	MONTH	YEAR			

**MONTCLAIR STATE  
UNIVERSITY**

**Agreement of Surety Form**

In consideration of the sum of *ONE DOLLAR*, lawful money of the United States, the receipt whereof is hereby acknowledged, and for other valuable consideration herein called the Company, consents and agrees that if the project at Montclair State University, Montclair, New Jersey.

for which the preceding proposal is made, be awarded to

of

herein called the Bidder, the company will become bound as surety for its faithful performance and will execute the final bonds required and , if the Bidder shall omit or refuse to execute such contract when notified or awarded, then the company will pay to Montclair State University, hereinafter called the Obligee, the difference between the amount of the Bidder's Bid or Proposal and the lowest amount in excess of said bid or proposal for which the Obligee may be able to award said contract within a reasonable time.

**Signed, Sealed and Dated      Surety:**

by \_\_\_\_\_

**MONTCLAIR STATE  
UNIVERSITY**

**Bid Security Form**

Know all Men by these Presents, that we, the undersigned,

as Principal, and

as Surety, are hereby held and firmly bound unto Montclair State University, as Owner in the penal sum of

\_\_\_\_\_ **Dollars**

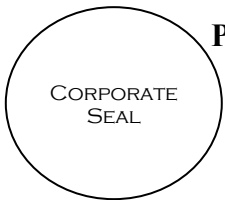
( \$ \_\_\_\_\_ ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

*Signed this* \_\_\_\_\_ *day of* \_\_\_\_\_ *20*\_\_

The condition of the above obligation is such that whereas the Principal has submitted a bid for Montclair State University, Upper Montclair, New Jersey.

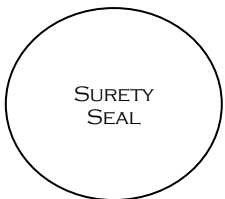
Now, therefore, if said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with said bid and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid, then his obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

**IN WITNESS THEREOF**, the *Principal* and *Surety* have duly executed this bond under seal the date and year above written.



**Principal** \_\_\_\_\_ (*L.S.*)

**Surety** \_\_\_\_\_



**BY** \_\_\_\_\_

Certificate Number

Expiration Date

# State of New Jersey



## Department of Labor

Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to Public Law 1999 Chapter 238, the Public Works Contractor Registration Act, this certificate of registration, for purposes of bidding on and engaging in public work is issued to

**2004**  
**2004**


This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner of Labor.



*Albert G. Kroll*

ALBERT G. KROLL, Commissioner  
Department of Labor

NON TRANSFERABLE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	 John S. Tully Acting Director
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>		
FORM-BRC(08-01)		

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

# NOTICE OF CLASSIFICATION

TEL: (609) 943-3400  
FAX: (609) 292-7651

RENEWAL :  
NOTICE TYPE

VALID ELECTRICAL LICENSE ON FILE DPMC  
VALID PLUMBING LICENSE ON FILE DPMD  
FIRM QUALIFIED FOR WIRING WITH A POTENTIAL OF 30 VOLTS OR LESS, NO LICENSE ON FILE  
ELECTRICAL LICENSE NUMBER MUST BE VERIFIED AS VALID BEFORE AWARD OF CONTRACT  
PLUMBING LICENSE NUMBER MUST BE VERIFIED AS VALID BEFORE AWARD OF CONTRACT

IN accordance with N.J.S.A. 18A:18A-27 *et seq* (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work in the Department(s) as noted above.

MONTCLAIR STATE UNIVERSITY  
BIDDER'S CERTIFICATION OF AMOUNT OF UNCOMPLETED WORK

**RFP # 1436 – Kasser Theater Facade Repair**

This Certification must be completed by the bidder and accompany the required "Notice of Classification" issued by the State Division of Property Management and Construction (DPMC), evidencing that the bidder has DPMC C008 or C009, with \$500,000 value, pre-qualification.

I certify that the amount of uncompleted work on contracts is \$ \_\_\_\_\_.

The amount certified above includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, when added to the value of all outstanding incomplete contracts, does not exceed my DPMC C008 or C009 with \$500,000 value pre-qualification.

Affix  
corporate  
seal  
here

By: \_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title                  Date

Sworn to and  
subscribed before me  
this \_\_\_\_ day of 2020.

\_\_\_\_\_  
Business Address

Notary Public

## **SAFETY PROGRAM FOR MONTCLAIR STATE UNIVERSITY**

One of Owner's primary responsibilities is to provide oversight for a comprehensive Safety Program for this Project.

This Safety Program is to embody the prevention of accidental injury, occupational illness and property damage. Owner shall endeavor to provide and maintain a safe, hazard free workplace for its employees, for fellow workers and the general public. At a minimum, the Contractor's Safety Program shall incorporate all of the principles of Owner's Project Safety Program.

This Safety Program shall ensure the involvement and active participation of all Project employees by requiring safety training, which will promote recognition of unsafe acts, potential and actual hazards and the immediate corrective action to be taken. All employees shall be constantly aware of their responsibility to work in a safe manner.

The Contractor and all subcontractors have a contractual obligation to perform their work using safe methods and to comply with this Project's Safety Program, the Occupational Safety and Health Administration Standards, and all other Federal, State and Local Codes and Regulations.

### **A. Purpose**

1. Prevent jobsite accidents by pre-planning work activities with emphasis on safety.
2. Outline the safety duties and responsibilities of all parties on this Project.
3. Establish and implement a plan for safety education, training and monitoring to promote identification and elimination of hazards and unsafe acts.

### **B. Organization**

1. Contractor's Safety Officer- Each Contractor shall appoint one responsible and competent person for overall project safety responsibility.
2. Project Safety Coordinators- Owners Project Representative and Safety Committee.
3. Safety Representatives- Each Subcontractor shall appoint a responsible management employee as Project Safety Representative.
4. All Project Employees- Conduct their assignments in a safe manner.

### **C. Responsibility**

1. Contractor's Project Safety Officer
  - a. Shall enforce compliance with Owner's Safety Program, POSHA, OSHA Standards and all other Federal, State and Local Safety Codes and Regulations.
  - b. Shall assist all subcontractors in planning their operations to prevent personal injury and property damage.
  - c. Shall schedule, chair, and distribute notification and minutes of weekly Safety Meetings.



- d. Shall issue Safety Bulletins pertinent to the Project on a monthly basis, and as deemed necessary.
- e. Shall receive all safety related correspondence and copies of all accident reports, not later than 24 hours after the accident, which shall be forwarded to Owner.
- f. Shall inspect the project for safety compliance on a daily basis. From these inspections, reports will be issued outlining any correctional work that is required.
- g. If deemed necessary, notify the subcontractor of a safety noncompliance in writing. This written notification will state the allowance time limit for compliance or that correction shall be made by Owner and back charged to the Contractor.
- h. Shall appoint the Project Safety Labor Committee who shall assist with the implementation of this Safety Program

2. Owner's Project Safety Coordinator

- a. Shall make regular Project Safety Inspections and distribute a written report.
- b. Shall implement immediate corrective action regarding noncompliance with the Safety Program and/or Federal, State and Local Codes and Regulations.
- c. Shall check with Shop Stewards and other Safety Representatives on disposition of safety related matters.
- d. Shall render assistance at Contractor's Tool Box Talks if requested.
- e. Shall be notified immediately of any accidents.
- f. Shall comply with the Project Safety Program and all Federal, State and Local Codes and Regulations.

D. Safety Meetings

1. Weekly Project Safety Meeting

- a. The Contractor's Project Safety Officer shall schedule, distribute notification of and chair the Weekly Safety Meetings.
- b. The following persons are required to attend: Subcontractor's Safety Representatives  
Appropriate labor supervisory personnel
- c. Project Safety Meeting Minutes will be distributed to all attendees and other persons as deemed necessary.

2. Weekly Tool Box Talks

- a. Each subcontractor shall hold weekly Tool Box Talks.
- b. Shall be chaired by the subcontractor Safety Representative.
- c. The weekly Tool Box Talk Minutes shall be copied to the Contractor's Project Safety Officer each Friday by 3:30p.m.
- d. The Weekly Minutes shall contain the following:
  - 1. Name of subcontractor and date.
  - 2. Name of Safety Representatives.
  - 3. Name all employees attending and first aid person.
  - 4. Number of all employees on their payroll that day.
  - 5. Subjects discussed.
  - 6. Safety observations and comments from employees
- e. The agenda for these Weekly Tool Box Talks shall be the following:
  - 1. Review minutes of Contractor's Weekly Safety Meeting as they affect their work.
  - 2. Instruct their employees in the safe and efficient planning of their work.
  - 3. Review the safety subject assigned at the Project Safety Meeting or other subject as deemed necessary.
  - 4. Review injuries that have occurred on the Project.

5. Solicit comments and suggestions relating to safety.

E. Owner Accident Reporting Requirements

1. At the project's inception

- a. A Medical Emergency Procedure shall be written and distributed by Owner to all Project employees via the Contractor.
- b. Contractor shall make provisions for and prepare for the immediate and proper first aid and/or medical/hospital treatment in case of an injury.

2. In case of an injury

- a. Seek immediate medical attention for the injured, implement the Medical Emergency Procedure.
- b. Owner shall be notified immediately.
- c. One copy of all Workers' Compensation Accident Reports from this Project shall be forwarded within 8 hours to Owner's Project Superintendent.
- d. Owner and Contractor shall be individually responsible for notifying OSHA within 8 hours in the event fatality and/or a single accident in which three or more employees are hospitalized.
- e. Send the Public Liability Report to your Insurance Carrier and forward within 48 hours one copy of this report to the Owner.

F. Visitors

Any person not directly involved with the on-site construction of this Project shall not enter the site without first going to the Project Office, obtaining permission from the Contractor to enter, signing a Visitor's Release and obtaining a hard hat and safety glasses which is to be returned.

G. Basic Principles of the Project Safety Program

1. All project employees shall comply with all Owner's, Federal, State and Local Codes and Regulations.
2. All Contractors, shall submit their Company's Project Safety Program in writing to the Project Safety Representative prior to the start of their work. This Program shall list the positive steps the Contractor intends to utilize for the prevention of accidents to their employees, fellow workers, the general public and property of all concerned. As a minimum, the Contractor's Safety Program shall incorporate all of the principles of Owner's Project Safety Program.
3. All Contractors shall provide their employees with all safety and personal protective equipment and weather protective gear required for the performance of their work and enforce the use of same.
4. Each Contractor shall enforce the wearing of hard hats and safety glasses during the complete construction of this Project as a condition of employment.
5. All Project employees shall wear attire suitable for construction work. They shall wear shirts, long trousers and proper shoes at all times. No shorts or tennis shoes shall be permitted.
6. Each Contractor is responsible for all his Contractors' and Suppliers' safety compliance, regardless of tier, with their Company's Project Safety Program, and all Federal, State and Local Codes and Regulations.
7. Each Contractor shall have a scheduled Inspection and Maintenance Program for all tools and equipment.
8. Each Contractor shall have at least one qualified first aid person on the project at all times. The name of this person and date of certification shall be submitted to the Project Safety Representative at the start of their work and any change shall be noted on the Weekly Tool Box Talk Minutes.
9. Each Project office and shanty shall be equipped with an OSHA approved First Aid Kit and a copy of the OSHA Construction Standards. If gang boxes are used in lieu of the shanty, the gang box shall contain the First Aid Kit and OSHA Standards. Fire Extinguishers are required in all shanties and gang boxes.

10. Metal ladders of any type and painted wooden ladders shall not be permitted on this project.
11. High Velocity Powder Actuated Tools shall not be permitted on this project.
12. Smoking, alcoholic beverages, or illegal drugs shall not be permitted on this project.
13. Radios shall not be permitted on this project.
14. Each Contractor shall supply cool drinking water for their employees, per OSHA Regulation 1926.51(a).
15. Salt tablets are no longer recommended for replacement of salt lost during hot weather or strenuous activity. Employers shall instruct their employees to replace salt lost by drinking adequate amounts of water each day and by eating balanced meals.
16. No Contractor shall permit their employees to use another Contractor's scaffold without a written permission from the Owner of the scaffold. All scaffold shall be checked daily and before each use for safety compliance. No scaffold shall be left at any time in an unsafe condition and shall be removed immediately if not used again.
17. All extension cords, cables and hoses shall be maintained at least 6 ft.6in. above the working floor. Where this is impossible, these items shall be inspected daily and repaired immediately or tagged and removed from use.
18. All electrical equipment and all extension cords shall be tested at least once every three months, per OSHA Assures Equipment Grounding Conductor Program. Each Contractor shall copy the Project Safety Coordinator with their written records showing compliance with this program at the Monthly Project Safety Meeting. Portable Ground Fault Circuit Interrupters should be used when water is present, i.e., in basements, near a concrete pour or fireproofing operation.
19. No material shall be stored within 6ft. of a floor opening of the building. For assistance with storage locations, contact the Project Safety Officer.
20. All equipment, materials and debris shall be secured at all times or removed immediately to grade level until the building is enclosed to prevent windblown objects.
21. If, for any reason, a Contractor must remove cables, barricades or any other Safety related items in order to perform their work it shall be responsibility of that Contractor to replace them on a daily basis, and when the work and is completed. Failure to comply with this directive shall result in Owner performing this work at the Contractor's expense.
22. Each Contractor shall be responsible for maintaining general housekeeping in their work area and all debris shall be placed in debris containers. Removal of debris from containers shall be by the Contractor.
23. For emergency purposes, each Contractor shall submit a list to Owner of key personnel, with home addresses and telephone numbers.

## H. Fire Prevention

### 1. Purpose

We are all cognizant of the dangers associated with fires and all Project employees have a vested interest in a Fire Prevention program. The following is a guide, setting forth specific standards to aid in preventing losses as a result of fires or gases associated with combustion.

### 2. Fire Emergency Procedure

A Fire Emergency Procedure will be written and distributed by Owner to all Contractors. This procedure will include a description of the selected fire alarm system, alarm code, reporting and immediate action instructions and evacuation plan. This Procedure shall be periodically updated, discussed and distributed at the Project Safety Meetings and shall be conspicuously posted at phones and at employee entrances per OSHA Regulation 1926.150(e) (2).

### 3. Shanties and Trailers

- a. All shall be constructed of fire retardant materials; wood shall be marked with the UL Label.
  - b. Shall be heated with approved heating devices.
  - c. All shall be equipped with at least one ABC #30 Fire Extinguisher in good working order with prominent signage denoting the location. Each gang box shall also have a 10# ABC Fire Extinguisher.
  - d. Shall have 55 gallon waste container adjacent to them.
  - e. Shall not be used to store oily rags, oily clothes or fuels.
  - f. Shanties shall be continually policed by their occupants to prevent the accumulation of combustibles such as lunch wrappers and newspapers in and around the shanty.
4. Fire Extinguishers
- a. The Contractor shall place the required number of temporary use fire extinguishers throughout the Project. In addition, 55-gallon drums with two attached buckets and/or fire hoses attached to the waterline may be provided as deemed necessary.
  - b. Additional fire extinguishers shall be provided by each subcontractor when they are engaged in fire susceptible activities, i.e., welding and burning, heaters in use and storing paints.
  - c. Each shanty and each gang box shall have at least one ABC Fire Extinguisher.
  - d. All fire extinguishers shall be checked weekly by the Contractor for maintenance.
  - e. No fire extinguisher shall be moved or discharged except for fighting a fire. Anyone discharging an extinguisher as a prank, or attempting to remove one from the site, shall be subject to immediate dismissal.
5. Use of Pressurized Gas Cylinders
- a. All cylinders shall be provided with safety caps. Do not accept delivery of any cylinders not capped.
  - b. Cylinders shall be stored and used in a secured vertical position. Storage areas shall be well marked and located as designated by Owner.
  - c. All acetylene and fuel gas cylinders shall be separated from oxygen cylinders during storage by a minimum of 20 feet or by a noncombustible barrier at least 5 feet high with a fire resistant rating of at least ½ hour.
  - d. All oxygen and acetylene cylinders in use shall be firmly secured on a special carrier intended for this purpose, with an attached fire extinguisher.
6. Temporary Heat
- a. All heating equipment shall be wired, piped and operated in accordance with all applicable Codes and Regulations.
  - b. Open fires shall not be permitted on this project. Any employee failing to comply with this Regulation shall be subjected to immediate dismissal.
  - c. All tarps and blankets shall be made of fire retardant materials.
7. Basic Principles for Fire Prevention
- a. All temporary electric shall be in accordance with all existing Codes.
  - b. Storage of any material within 10 feet of fire hydrants is strictly prohibited.
  - c. Work area shall be policed on a regular basis to prevent accumulation of materials. Highly combustible packaging materials, such as cardboard boxes and excelsior, shall not be allowed to accumulate.
  - d. Machinery and/or motors shall not be left running during non-working hours except as directed or approved by Owner.
  - e. All fuel and solvent containers shall be placed on drip pans and stored strictly according to all Federal, State and Local Codes and Regulations.
  - f. Solid fuel shall not be permitted on this project, per OSHA Regulation 1926.154(d). The use of Coke fueled salamanders shall be permitted only during the concrete curing process as prescribed in ANSI A10.9-1970.

- g. Each contractor shall provide a fire watch an ABC #20 Fire Extinguisher when welding or burning. The potential fire area shall be checked periodically for a minimum of one hour after the welding or burning has been completed.

I. Conclusion

All employers are responsible for instructing their employees in the recognition and elimination of hazards and unsafe acts and the regulations applicable to their work. Safety training, good safety practices and appropriate immediate corrective action are the keys to the prevention of accidents, loss of life and property damage. No Matter how many rules and regulations are set forth, a good Safety Program responds mainly to a positive and intelligent attitude by the Supervisors and employees involved in the construction of this Project.

J. Emergency Numbers

Hospital	(973) 655 - 5222
Fire Department	(973) 655 - 5222
Police Department	(973) 655 - 5222
MSU Security	(973) 655 - 5222

K. Hazardous Communication Programs/Material Safety & Data Sheets (MSDS)

Each contractor is to be responsible for developing a written Hazard Communication Program in compliance with the OSHA Hazard Communication Regulations CFR 1926.21(b) (3) and the Hazard Communication Final Rule dated August 24, 1987. CFR 1910.1200. if applicable.

- 1. The Contractor's responsibilities include,, but are not limited to, the following conditions as they relate to the Hazard Communication Act:
  - a. Setup and conduct a Program for its employees at the jobsite.
  - b. Attend (mandatory) Owners Weekly Safety Meeting at each jobsite for exchange of this information.
  - c. Maintain an updated Chemical Inventory Sheet and MSDS's which must be coordinated and shared with Owner and all other Contractor and subcontractors the jobsite.
  - d. Each Contractor is responsible for maintaining an updated file for all hazards that may be encountered on the job.
  - e. Each Contractor is responsible for labeling and identifying materials (per OSHA Requirements) used by him and sharing this information with all other Contractors and subcontractors at the jobsite.
  - f. Training and documentation of training in Hazard Communications is responsibility of each Contractor.
  - g. Each Contractor is responsible to coordinate with Owner's Field Representative in satisfying all OSHA Requirements.

L. Compliance Agreement

After you have read Owner's Project Safety Program, detach the bottom of this form and return to the Owner Project Representative.

As is required, please enclose a written copy of your company's Safety Program that you also intend to enforce in the performance of your work on this Project.

It is the policy of Owner not to require OSHA Compliance Officers to acquire a search warrant.

Montclair State University

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Project Representative

Detach and return bottom portion

-----

I have read and shall comply with the Project Safety Program and shall immediately correct any safety violations, including those noted by Montclair State University, during the course of our work on this Project. I realize that it is our obligation, as an employer, to provide a safe and healthy work place.

A copy of our Safety Program is enclosed. Our Program complies with all Federal, State, and local Codes and Regulations and incorporates Owner's Project Safety Program as minimum requirements. A copy of our Safety Program shall be made available for discussion with all Project employees.

\_\_\_\_\_  
Name of Company (Contractor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Safety Officer

\_\_\_\_\_  
Signature

# ATTACHMENT A

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](mailto: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.)

**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](mailto: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.
- **"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.

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

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

- "Contribution" is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- "In-kind Contribution" means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, 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 \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting  
recertification ☐

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

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

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

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

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

**All Officers of a Corporation or PC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10% and greater shareholders of a corporation  
or all shareholder of a PC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All Equity partners of a Partnership**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All Equity members of a LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. Click the "Add a Contribution" tab to enter additional contributions.	
<input type="button" value="Remove Contribution"/>	
<input type="button" value="Add a Contribution"/>	

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

**Part 3: Certification**

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

I hereby certify as follows:

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

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:
- Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
    - 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
    - Any State, County or Municipal political party committee; OR
    - Any Legislative Leadership committee.
  - During the term of office of the current Governor or Lieutenant Governor to:
    - A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
    - Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
  - Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
    - A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
    - 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:
- Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
  - Any State, County or Municipal political party committee; OR
  - 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](mailto:cd134@treas.nj.gov), or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

ATTACHMENT B  
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:** \_\_\_\_\_

## **ATTACHMENT C**

### **ADHERENCE TO GENERAL CONDITIONS OF CONTRACT**

I certify that I have read and understand Montclair State University's General Conditions of Contract for RFP No. 1436 and accept without exceptions all terms and conditions contained therein.

**Name of Firm:** \_\_\_\_\_

**Authorized  
Signature:** \_\_\_\_\_

**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# ATTACHMENT D

## PERFORMANCE BOND

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_,  
, duly authorized to do business in the State of New Jersey, having an office at \_\_\_\_\_ are hereby held  
and firmly bound unto MONTCLAIR STATE UNIVERSITY in the penal Sum of \_\_\_\_\_  
( \$ \_\_\_\_\_ ) DOLLARS,  
for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above  
named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ enter into a written contract with  
MONTCLAIR STATE UNIVERSITY

for

which said contract is made a part of this bond the same as though set forth herein;

NOW, if the said principal,  
shall well and faithfully do and perform the things agreed by Montclair State University to be done and  
performed according to the terms of the said contract, then this obligation shall be void; otherwise the same  
shall remain in full force and effect; it being expressly understood and agreed that the liability of the  
surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as  
herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the  
terms of the said contract, or in or to the plans or specifications therefor shall in anywise affect the  
obligation of said surety on its bond.

This bond is given in compliance with the requirements of the statutes of The State of New  
Jersey in respect to bonds of contractors on public works. Revised Statutes of New Jersey, 1937, Sections  
2A:44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

\_\_\_\_\_  
Witness BY \_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety BY \_\_\_\_\_ Attorney-in-Fact

Countersigned

this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_

BY \_\_\_\_\_ NOTE: GENERAL POWER OF ATTORNEY AND  
THE CURRENT FINANCIAL STATEMENT OF THE  
BONDING COMPANY MUST BE ATTACHED TO  
EACH COPY OF THE PERFORMANCE BOND.



**ATTACHMENT E  
PAYMENT BOND**

**BOND NO.**

**KNOW ALL MEN BY THESE PRESENTS,** that we, the undersigned

as Principal, and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_, duly authorized to do business in **The State of New Jersey**, having an office at \_\_\_\_\_ are hereby held and firmly bound unto **MONTCLAIR STATE UNIVERSITY** in the penal sum of (\$ \_\_\_\_\_) **DOLLARS**, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

**SIGNED this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20**

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS,** the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ enter into a written contract with **MONTCLAIR STATE UNIVERSITY** for

which said contract is made a part of this bond the same as though set forth herein;

**NOW,** if the said principal, shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or other suppliers or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

This bond is given in compliance with the requirements of the statutes of **The State of New Jersey** in respect to bonds of contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A:44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

**SIGNED, SEALED AND DELIVERED IN THE  
PRESENCE OF**

\_\_\_\_\_ **BY:** \_\_\_\_\_ **Witness**

\_\_\_\_\_ **BY:** \_\_\_\_\_  
Witness as to Surety **ATTORNEY-IN-FACT**

Countersigned

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BY:**

## ATTACHMENT F

### **Additional Mandatory Construction Contract Language For State Agencies, Independent Authorities, Colleges and Universities Only**

Executive Order 51 (Corzine, August 28, 2009) and P.L.2009, c.335 include a provision which require all state agencies, independent authorities and colleges and universities to include additional mandatory equal employment and affirmative action language in its construction contracts. **It is important to note that this language is in addition to and does not replace the mandatory contract language and good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.** The additional mandatory equal employment and affirmative action language is as follows:

It is the policy of the [Reporting Agency] that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the [Reporting Agency] to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the [Reporting Agency's] satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the [Reporting Agency's] contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the [Reporting Agency] with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the [Reporting Agency] no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

To ensure successful implementation of the Executive Order and Law, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA-201) for any projects funded with ARRA money to the Dept. of LWD, Construction EEO Monitoring Program immediately upon notification of award but prior to execution of the contract.

**ATTACHMENT J**  
**SOURCE DISCLOSURE CERTIFICATION**

N.J.S.A. 52:34-13.2 and N.J.S.A. 52:32-1 requires that all contracts for goods and services with an instrumentality of the State be performed or manufactured within the United States, except when the University Contracting Officer certifies in writing that a required service cannot be provided by the contractor or subcontractor within the United States.

**SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to the statutory requirements, all bidders responding to an advertised procurement must submit a completed Source Disclosure Certification Form with the bid proposal, disclosing the location by country where services under the contract, including subcontracted services, will be performed.

If any of the services or materials to be provided are unavailable in commercial quantities or quality within the United States, or it would be impracticable to perform or obtain materials within the United States, or it would unreasonably increase costs, the bidder shall state with specificity the reasons why the services cannot be so performed or materials be provided. The University Contracting Officer shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services or materials cannot be provided or manufactured within the United States.

**FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE UNIVERSITY SHALL PRECLUDE AWARD OF THE CONTRACT TO THE BIDDER.**

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 the United States, the contractor shall be deemed to be in material breach of its contract, which contract shall be subject to termination for cause, unless approved in advance by the University Contracting Officer.

**ATTACHMENT J**  
**SOURCE DISCLOSURE CERTIFICATION**

Bidder: \_\_\_\_\_ RFP #: \_\_\_\_\_

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 bidder.

The bidder submits this Certification in response to the referenced RFP issued by the Montclair State University, 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 bidder and all subcontractors of the bidder. If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Bidder and/or Subcontractor	Description of Services	Locations[s] by Country	Reasons why services cannot be performed in US
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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 Director of Procurement Services, Montclair State University.

The University Contracting Officer 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.

I understand that if , after award of the contract, it is determined that the contractor has shifted services declared above to be provided within the United State to sources outside the United States, prior to a written determination by the University Contracting Officer that extraordinary circumstances require such shift or that the failure to shift the services would result in economic hardship to Montclair State University, the contractor shall be deemed in breach of contract, which contract will be subject to termination pursuant to the University's Standard Contract Terms and Conditions.

I further understand that this Certification is submitted on behalf of the bidder in order to induce the University to accept a bid proposal, with knowledge that the University 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.

Bidder: \_\_\_\_\_  
[Name of Bidding Entity]

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_