

# MONTCLAIR STATE UNIVERSITY



## REQUEST FOR PROPOSAL: CONSTRUCTION RFP 1649 HVAC Renovations: Freeman Hall

Procurement Services

**MONTCLAIR**  
STATE UNIVERSITY

Montclair State University

Procurement Services

Overlook Corporate

Center

150 Clove Road, 3<sup>rd</sup> Floor

Little Falls, NJ 07424

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## 1. **INFORMATION FOR BIDDERS**

**1.1. Schedule of Events:** The Schedule of Events for this RFP are detailed in the table below. Dates are subject to change through Addenda. All times referenced regarding this RFP, in the table below and otherwise, are Eastern Prevailing Time (EPT).

<b>Event</b>	<b>Date &amp; Time</b>
<b>Advertisement Date</b>	→ <b>January 28, 2026</b>
<b>Pre-Bid Meeting</b> ( <i>for details refer to section 1.4</i> )	→ <b>February 5, 2026 at 11:00 a.m.</b>
<b>Bidder Questions/Inquiries Due</b>	→ <b>February 9, 2026</b>
<b>Addendum Posted</b> ( <i>approximate date</i> )	→ <b>February 12, 2026</b> ( <i>approximate date</i> )
<b>Submission Due Date &amp; Time</b> ( <i>for details refer to section 1.7</i> )	→ <b>February 24, 2026 at 2:00 p.m.</b>

### 1.2. Request for Proposal

**1.2.1.** Bidders are requested to provide their proposals in accordance with the terms and conditions provided within this solicitation. A Proposal that is submitted with revisions or additions to the terms and conditions for this Request for Proposal (RFP) may be deemed non-responsive.

### 1.3. Purpose and Intent

**1.3.1.** This Request for Proposal (RFP), issued by Montclair State University (the “University”), seeks proposals from experienced and qualified Bidders to supply and install an energy recovery ventilator mechanical unit, and a new partial corridor ceiling grid system/light fixtures. Work also includes the demolition of existing HVAC duct work, and existing partial corridor ceiling grid system/light fixtures. The project will take place at Freeman Hall on the Montclair, NJ campus. The University emphasizes and values a committed relationship with the awarded Contractor, and expects quality service, as well as professional and thorough customer service throughout the full Contract duration.

**1.3.2.** The intent of this RFP is to award a Contract to the lowest responsible Bidder, whose Proposal, conforming to this RFP is most advantageous to the University, price and other factors considered.

**1.3.3.** The University’s General Conditions are part of the awarded Contract. The University’s General Conditions, are in addition to the terms and conditions, and other obligations set forth in this RFP and Project Material, and should be read in conjunction with them.

**1.3.4.** For definitions of key terms within this RFP, refer to Section 7, Definitions.

### 1.4. Pre-Bid Meeting

**1.4.1.** A non-mandatory Pre-Bid Meeting has been scheduled for this RFP on the date and time indicated within the RFP Schedule of Events.

- 1.4.2.** **Pre-Bid Meeting Location:** Vendors may meet in front of the main entrance to Freeman Hall, on the Montclair, NJ Campus (1 Normal Ave., Montclair, NJ 07043).
  - 1.4.2.1.** To learn more about Freeman Hall, please see the University's web page for [Residence Life](#).
- 1.4.3.** The Pre-Bid Meeting is not mandatory; however, attendance is *strongly* recommended. No special arrangements will be made for those not in attendance. The Vendor is responsible for the full Scope of Work regardless of attendance at the Pre-Bid Meeting, and at the price submitted in its Proposal.
- 1.4.4.** To help assist with parking and campus layout, please refer to the [Montclair State University Interactive Campus Map](#).

## **1.5. Questions/Inquiries & University Answers**

- 1.5.1.** Procurement Services will accept questions and inquiries from all potential Bidders via email. All questions or inquiries submitted by the due date will be collectively responded to by the University through an Addendum (refer to the following section for information on Addenda). No interpretation of the Project Material will be provided to any bidder unless a request is submitted in writing to Procurement Services.
- 1.5.2.** **Bidder questions or inquiries must be emailed to the assigned Procurement Services buyer:** Robert Yufer, [yuferr@montclair.edu](mailto:yuferr@montclair.edu), Associate Director of Strategic Sourcing.
- 1.5.3.** Bidders should limit questions/inquiries to essential items in order to submit a viable and meaningful Proposal in response to this RFP. Questions or inquiries that request non-essential information, may receive a response of "not applicable" by the University.
- 1.5.4.** Bidders may only contact Procurement Services (specifically the Buyer detailed above), and are not to contact any other University department or individual regarding this RFP. A Proposal may be rejected from consideration if the Bidder communicated with a non-Procurement Services University employee regarding this RFP.
- 1.5.5.** When submitting questions or inquiries, Bidder should include the RFP Title within the subject line of the email.
- 1.5.6.** **Restrictive Specifications:** If a Bidder determines prior to the questions due date, that any Project Material require a particular item which can only be provided by one supplier or manufacturer, with the result that competitive prices are not available, then Bidder shall notify the Assigned Procurement Services Buyer. If such notice is not given in a timely manner, it shall be assumed that the Bidder has included the estimate of any such item in its Proposal. In the alternative, if the Assigned Procurement Services Buyer is notified in a timely manner of any such item then, Procurement Services may order the Project to be re-bid or may take any other lawful action.

**1.6. Addendum**

- 1.6.1.** In the event that it becomes necessary to clarify or revise this RFP or related Project Material, such clarification or revision will be by Addendum. Any Addendum to this RFP will be made part of this RFP and any Contract awarded as a result of this RFP.
- 1.6.2.** Addendum will be issued on [Procurement Services Bidding Opportunities website](#). Bidder shall monitor the Procurement Services' webpage from the time of RFP issuance through the Submission Due Date & Time. It is the sole responsibility of the Bidder to be knowledgeable of any Addendum issued related to this RFP.
- 1.6.3.** The posting date of any Addendum, whether detailed within the Schedule of Events, or within any other Addendum, shall be considered an estimation and not a firm date. The Addendum will be posted on, or about the Addendum posting date as referenced in this RFP or other Addendum. Please note, the University intends to provide Bidders a minimum of seven business days between the date an Addendum is posted, and the Submission Due Date & Time.
- 1.6.4.** In order to be eligible for Contract with the University, Vendor must provide acknowledgement of any Addendum issued under this RFP, by fully executing the Acknowledgement of Addendum cover page, and including the Acknowledgement of Addendum within its Proposal.

**1.7. Proposals and Submission Due Date & Time**

- 1.7.1.** [Proposal Meeting Location](#): Bidders may attend the public bid opening at the Overlook Corporate Center, located at 150 Clove Road (Third Floor), Little Falls, NJ 07424. Bidders shall gather in the lobby area, just outside the elevator doors (the reception desk is viewable after exiting the elevator).
- 1.7.2.** Bidders must submit all information requested herein no later than the above referenced Submission Due Date & Time (*or as modified through an Addendum*) in order to be considered for Contract award. Additionally, incomplete proposals may be rejected. Bidder submissions must be in accordance with the instructions found within this RFP and related Project Material.

**1.8. Background Information: Montclair State University**

- 1.8.1. General:** Montclair State University is a research doctoral institution ranked in the top tier of national universities. Building on a distinguished history dating back to 1908, the University today has 13 colleges and schools that serve approximately 23,500 undergraduate and graduate students with more than 300 doctoral, masters and baccalaureate programs. Situated on a beautiful, 252-acre suburban campus in Passaic and Essex Counties just 14 miles from New York City, Montclair State delivers the instructional and research resources of a large public university in a supportive, sophisticated and diverse academic environment.

**1.9. Bidder Responsibility**

- 1.9.1.** Bidder assumes sole responsibility for the complete effort required in submitting a Proposal in response to this RFP. No special consideration will be given after Proposals are opened due to a Bidder's failure to be knowledgeable of all the requirements of this RFP.
- 1.9.2.** Proposals shall remain open for acceptance and may not be changed or withdrawn for a period of ninety (90) days after the Submission Due Date & Time. Any award resulting from this RFP shall be made within ninety (90) days from the Submission Due Date, except the Proposals of Bidders who consent, either before or after the 90-day period, to be held for consideration for a longer period of time as requested by the University.

**1.10. Cost Liability**

- 1.10.1.** The University assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Proposal in response to this RFP.

**1.11. Content of Proposals**

- 1.11.1.** Following the submission of Proposals, all information submitted by a Bidder is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and/or other applicable law.
- 1.11.2.** Bidder is advised to thoroughly read and follow all instructions contained in this RFP.

**1.12. Proposal Errors**

- 1.12.1.** A Bidder may withdraw its Proposal prior to the Submission Due Date & Time. Such request must be made, in writing, to the AVP, or designee. The Bidder may submit a revised Proposal that must be received by the Submission Due Date & Time.
- 1.12.2.** If after the opening Proposals, but before Contract award, a Bidder discovers an error in its Proposal, the Bidder may make written request to the AVP, or designee for authorization to withdraw its own Proposal from consideration for Contract award. Evidence of the Bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the Contract resulting from the RFP proposal would be unconscionable; that the mistake relates to a material feature of the Contract; that the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal.

**2. SCOPE OF WORK**

**2.1.** The Scope of Work to be performed under this RFP shall be constructed under a Single Prime General Construction Contract (all trades combined) and includes, but is not necessarily limited to the following:

- 2.1.1.** Installation of new energy recovery ventilator mechanical unit.
- 2.1.2.** Installation of new partial corridor ceiling grid system and light fixtures.
- 2.1.3.** Demolition of existing HVAC ductwork.
- 2.1.4.** Demolition of existing partial corridor ceiling grid system with light fixtures.

**2.2. Summary of Project Milestones & Allowance**

**2.2.1.** Project Schedule: Project must be completed within ninety (90) calendar days (inclusive of substantial and final completion).

**2.2.2.** Notice to Proceed: The University intends to issue the Notice to Proceed following the execution of the Contract. The Contractor shall not commence any on-site work, or incur any billable project costs until the Notice to Proceed has been issued by the University. The start date specified within the Notice to Proceed shall constitute the official first date for Contract time, as applicable for the Project Schedule.

**2.2.3.** Base Bid Allowance: No Bid Allowance for this RFP.

### **3. PROPOSAL PREPARATION & SUBMISSION**

#### **3.1. General**

- 3.1.1.** The Bidder is advised to thoroughly read and follow all instructions contained in this RFP in preparing and submitting a Proposal. Failure to submit information as indicated may result in your Proposal being deemed non-responsive.
- 3.1.2.** Bidder must thoroughly review the Project Material prior to submission of Proposal. Bidder is advised that claims for expenses incurred or damage sustained on account of any error, discrepancy, omission or conflict in the Contract will not be entertained. In the event a Vendor is awarded a contract by the University, errors, discrepancies and omissions shall be considered by the University in accordance with the conditions of the Contract.

#### **3.2. Proposal Delivery and Identification**

- 3.2.1.** In order to be considered, a Proposal must arrive at Procurement Services in accordance with the instructions within this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of Proposals. Late Proposals are ineligible for consideration. The exterior of the Proposal package is to be labeled with the RFP number/title and the bidder's name and address.

#### **3.3. Submission of Proposal**

- 3.3.1.** In order to be considered for award, the Proposal must be received by Procurement Services at the location and by the required date and time identified in this RFP in a sealed envelope marked with the RFP Title and Number.

**3.3.2.** *If the Proposal is being submitted by US MAIL*, it must be addressed to:

- Montclair State University, Office of Procurement Services: 1 Normal Avenue, Montclair, New Jersey 07042

**3.3.3.** *If the Proposal is being submitted BY HAND OR OVERNIGHT DELIVERY* (FedEx, UPS, etc.), please address it to:

- Montclair State University, Office of Procurement Services: 150 Clove Road, 3rd Floor, Little Falls, New Jersey 07424.

**3.3.4.** ***ANY PROPOSAL NOT RECEIVED BY THE DATE, TIME AND AT THE LOCATION NOTED IN THIS RFP WILL BE REJECTED.*** Note: Bidders using US Regular or Express mail services should allow adequate time to ensure that Proposals are received at Procurement Services on the date and time indicated on the cover sheet.

#### **3.4. Original Proposal & Copies**

- 3.4.1.** The Bidder must submit one (1) complete ORIGINAL Proposal, clearly marked as the "ORIGINAL" Proposal. **The Bidder should submit an EXACT COPY of the ORIGINAL on a USB/flash drive.** It is recommended that the Bidder make and retain a copy of its Proposal.

### 3.5. Proposal Content

3.5.1. Bidders are instructed to submit a Proposal inclusive of the following sections with the content of each section as indicated below:

#### *Proposal Content*

Section #	Section Title & Description
<u>Section 1</u>	<b><u>Proposal Pricing &amp; Certification of Proposal</u></b> (Section 11 of this RFP).
<u>Section 2</u>	<b><u>General Information</u></b> : Bidder may provide, in its discretion, additional and pertinent documentation, such as previous project experience, resumes of key personnel, references, etc.
<u>Section 3</u>	<b><u>Required Supporting Bid Documents</u></b> (Section 10 of this RFP) <ul style="list-style-type: none"> <li>Bidders are advised to carefully review the Required Supporting Bid Documents, as certain items are required with Proposal or submission will be rejected. All items listed in the Supporting Bid Documents should be provided in this proposal content section, except for the items referenced in content sections 1 and 2 above.</li> </ul>

### 3.6. Supporting Bid Documents (*Section 10 of this RFP*)

3.6.1. The Bidder must provide all submittals detailed within the Supporting Bid Documents either at the time of Proposal, or prior to the issuance of a Contract. The Supporting Bid Documents table is divided into the following two sections:

3.6.1.1. Section 1: Consists of submittals that must be provided with Proposal.

3.6.1.2. Section 2: Consists of submittals that must be provided after the Notice of Intent to Award, and prior to Contract execution.

### 3.7. New Jersey Prevailing Wage Act & Public Works Contractor Registration

3.7.1. As applicable, work performed under this RFP is subject to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq), and N.J.C.A. 12:62-2.1. The Act requires the payment of minimum rates of pay to laborers, craftsmen, and apprentices employed on public works projects. Covered workers must receive the appropriate craft prevailing wage rate as determined by the Commissioner of Labor and Workforce Development.

3.7.1.1. A Project Labor Agreement (PLA) will **not be required** for this RFP.

3.7.2. Vendors interested in bidding on or engaging in any contract (or part thereof) for public work which is subject to the provisions of the Prevailing Wage Act must register with the Division of Wage and Hour Compliance as required by the Public Works Contractor Registration Act (PWCRA) N.J.S.A. 34:11-56.48 et seq., which establishes a unified procedure for the registration of contractors, and subcontractors engaged in public works building projects. Upon registration, the contractor, and/or subcontractor will be issued a certificate indicating compliance with the requirements of the Act.

**3.7.3. The Vendor and all named Subcontractors must hold a valid Public Works Contractor Registration at the time Proposals are due.** No Contractor, or Subcontractor, shall engage in the performance of any public work, unless registered pursuant to the New Jersey Prevailing Wage Act. Failure to possess a valid Public Works Contractor Registration at the time RFP submissions are due, shall deem the Proposal non-responsive. Applications in progress or pending approval are not valid, and will not be accepted.

**3.7.4.** The Bidder must provide, prior to contract award, copies of current N.J. Public Works Registration Certificates for the Bidder and all required Subcontractors on the Subcontractor Disclosure form.

**3.7.5.** In any instance where the lowest cost responsive Bidder's Proposal is ten (10) percent or more less than the next lowest bid for the Contract, the University may require the Bidder making the lowest bid certify to the University that the prevailing wage rates required shall be paid. If the Bidder does not provide such certification within three (3) business days following the request, then the University may deem the Bidder unresponsive, and commence with an alternative award.

**3.7.6.** Vendors may contact the [New Jersey Department of Labor and Workforce Development](#) with any questions regarding Public Works Contractor Registration, or the [New Jersey Division of Wage & Hour Compliance](#) regarding certified payroll or prevailing wage rates.

**3.8. Certified Payroll**

**3.8.1.** Certified Payroll must be submitted for all work subject to the [Prevailing Wage Act](#). Failure to submit certified payroll may result in a delay in payment, and grounds for Contract termination.

**3.8.2.** Pursuant to P.L. 2023, c. 138 enacted on August 16, 2023, certified payrolls for public works projects are required to be submitted online via the [New Jersey Wage Hub](#). Additionally, Contractors must submit weekly certified payroll records to the University.

**3.8.3.** The New Jersey Wage Hub is an official website of the New Jersey Department of Labor & Workforce Development, serving public works contractors and public bodies (contracting agencies) to submit and view certified payroll and public works projects in the state of New Jersey. It also allows "qualifying service providers" to submit their annual equal pay act form online.

**3.8.4.** In the event it is found that any worker, employed by the Contractor or any Subcontractor covered by the Contract, has been paid a rate of wages less than the prevailing wage required to be paid by the Contract, the University may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and its sureties shall be liable for any excess costs occasioned thereby to the University.

**3.9. Valid Classification & Minimum Aggregate Rating: New Jersey Division of Property Management & Construction**

**3.9.1.** The Bidder must be prequalified by the New Jersey Division of Property Management & Construction (DPMC) in accordance with the provisions of the classification statute, N.J.S.A. 52:35-1, et seq. Only a Vendor holding a valid classification in a trade, and with a minimum aggregate rating, as issued by DPMC, shall be eligible to submit a Proposal under this RFP. Said classification and rating must be valid on the Submission Due Date for the project.

**3.9.1.1.** Vendor must be classified in the following trade with the minimum aggregate rating amount: **C008 - General Construction; \$5,000,000, minimum aggregate rating.**

**3.9.1.2.** Subcontractors are not required to be classified in their respective Trade.

**3.9.2.** Bidder should furnish a current copy of all applicable licenses and permits as required in the DPMC-27 (the form submitted by a Vendor seeking classification).

**3.10. Bid Security**

**3.10.1.** Proposal must include a bid bond, cashier's Check, certified check, or irrevocable letter of credit, made payable to the University equal to **ten percent (10%)** of the amount of the proposal, (with no excess limit established), as evidence of good faith, which guarantees that if the Proposal submitted by the Bidder is accepted, the Bidder will enter into the Contract for the performance of all work indicated, and will provide acceptable bonds and insurance if the Contract is awarded to it.

**3.10.1.1.** If a bid bond is submitted, it shall also provide that the Surety issuing the bid bond is bound to issue the required performance & payment 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 stated in the Proposal 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.

**3.10.2.** The awarded 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. Certified or cashier's checks or bid bonds submitted by unsuccessful Bidders will be returned after the Contract has been executed. 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. Failure to submit Bid Security shall be deemed a fatal defect that shall render the Proposal unresponsive, and cannot be cured.

**3.11. Consent of Surety**

**3.11.1.** Proposal must include a Consent of Surety, issued by a surety company licensed to transact business in the jurisdiction of the Project, to execute the Performance and Payment Bonds, and to become surety in the full amount (100%) of the Contract price, inclusive of any and all additive alternates, for the faithful performance of all work. The Consent of Surety must include a Surety Disclosure Statement and Certification. Failure to submit a Consent of Surety shall be deemed a fatal defect that shall render the Proposal unresponsive, and cannot be cured.

**3.12. Performance & Payment Bonds**

**3.12.1.** The awarded Vendor shall furnish, within ten (10) calendar days after the Notice of Intent to Award letter, both a performance bond, substantially in the statutory form N.J.S.A. 2A:44-143 to 147, in an amount equal to one hundred percent (100%) of the total Contract price as security for the faithful performance of this Contract; and a payment bond, in statutory form, in 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 this Contract. The performance bond and the payment bond may be combined or in separate instruments in accordance with law. No contract shall be executed unless, and until each bond is submitted to and approved by the University.

**3.12.2.** 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) business days after notice from the University, substitute the bond (or bonds) in such form and sum and executed by such other Surety or Sureties as may be satisfactory and acceptable 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 effective as of the date the Contract is signed. Bonds must indicate Contractor(s)' 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.

**3.13. Set-Aside Programs: Small Business Enterprises (SBE) & Disabled Veteran-Owned Businesses (DVOB)**

**3.13.1.** 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, and N.J.A.C. 52:32-31.1 et seq., known as the "Set-Aside Act for Disabled Veterans' Businesses," the University requires Bidders to make a good faith effort to provide opportunities for Small Business Enterprises (SBE), and Disabled Veteran-Owned Businesses (DVOB) to participate in the performance of this Contract as Subcontractors consistent with the overall goals established for construction services by the State of New Jersey. Bidder must demonstrate its good faith effort, by completing the 'Schedule of SBE & DVOB Participation' form (see Section 9, Supporting Bid Documents).

**3.13.1.1.** Such subcontracting goals are not applicable if the Bidder is currently registered with the State of New Jersey as a Small Business Enterprise.

**3.13.1.2.** Set-aside goals and good faith outreach efforts are only required for Small Business Enterprises and Disabled Veteran-Owned Businesses. However, the University encourages the use of other types of diverse and underrepresented businesses, and the Vendor may also include, in its discretion, subcontractors with any formally recognized business type classification listed on the [State of New Jersey's Business website](#).

**3.13.2.** All businesses listed in the Proposal as having a specific business type classification, must be formally registered as such through the State of New Jersey, Division of Purchase & Property.

**3.13.3.** 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.

**3.13.4.** For additional Information regarding the Small Business Set Aside Program, please visit the [Division of Purchase and Property](#).

**3.13.5.** For additional information regarding registering as a small business, please visit the [Division of Revenue and Enterprise Services](#).

**3.13.6.** For assistance with identifying small businesses registered with the Division of Revenue, Small Business Enterprise Unit, please visit [New Jersey Selective Assistance Vendor Information \(NJSAVI\)](#).

**3.13.7.** The revised regulations for the State of New Jersey's small business set-aside contracting program (N.J.S.A. 52:32-17 et seq.), and Executive Order 71 require that The University makes a good faith effort to award contracts for goods and services to eligible small businesses. To be eligible for the program, small businesses must have no more than 100 permanent employees and have their principal place of business in New Jersey. Small businesses should register with the New Jersey Division of Revenue.

**3.14. Insurance Liability**

**3.14.1.** The Contractor shall secure and maintain in force, for the term of the Contract, insurance coverage as detailed within the associated General Conditions, 'Section 9.2, Insurance'. All insurance required, except Workers' Compensation and Owners and Contractors Protective, shall name Montclair State University, the State of New Jersey, the New Jersey Educational Facilities Authority, as additional insureds. The Contractor shall procure and maintain full insurance coverages until the issuance of the final certificate of payment.

**3.14.2.** Excess Liability: For this project, a minimum Excess Liability of **\$5,000,000** is required. The excess liability required herein shall prevail over the General Conditions, 'Section 9.2, Insurance.'

**3.15. Liquidated Damages**

**3.15.1.** The Contractor shall pay the University liquidated damages in accordance with the amount sent forth below for each day that it is in default on time to complete the work. The days in default shall be the number of calendar days in default when the time for completion of a Project is specified on the basis of either calendar days or a fixed date. The University shall recover said damages by deducting the amount thereof from monies due, or that may become due the Contractor, and if said monies is insufficient to cover said damages, then the Contractor or its Surety shall pay the amount due.

**3.15.2.** The University includes liquidated damages of \$1,000 per calendar day for the violation of the Contract or the failure to perform the Contract as stipulated in the Project Material.

**3.15.3.** Note: Within the General Conditions, 'Section 2.1, Time of Completion – Delay – Liquidated Damages,' it states that the project liquidated damages will be set forth in the 'Supplemental Conditions.' However, this Liquidated Damages section of this RFP is replacing the 'Supplemental Conditions' for this purpose, and will prevail.

**3.16. Field Office**

**3.16.1.** Regarding the General Conditions, 'Section 5.2, Field Office and Sanitary Facilities section,' a field office is not required, and shall not be included as part of the scope of work, or as cost item associated with this RFP.

**3.17. Ownership Disclosure**

**3.17.1.** The Bidder must provide an Ownership Disclosure in the event that it is registered as a corporation, partnership, or limited liability company, as a condition precedent to the Contract, contractor shall comply with the provisions of N.J.S.A. 52:25-24.2. Contractor shall provide, within its Proposal, the University 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, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

**3.18. Non-Collusion**

**3.18.1.** The Vendor warrants and represents that it has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the University entering into a contract with the Vendor.

**3.19. Business Registration Certificate (BRC)**

**3.19.1.** 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. The University requests proof of valid business registration within Bidder's Proposal. The business registration form (Form NJ-REG) can be found on the [New Jersey Division of Revenue & Enterprises Services website](#).

**3.19.2.** The Vendor shall be responsible for ensuring and collecting a current BRC from any Subcontractor. No Contract with a Subcontractor shall be entered into by any Contractor unless the subcontractor first provides proof of valid business registrations. The Vendor shall, prior to Contract award, provide all Subcontractor BRCs to the University.

**3.19.3.** 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.

**3.19.4.** 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.

**3.19.5.** 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 the University.

### **3.20. Source Disclosure**

**3.20.1.** Pursuant to N.J.S.A. 52:34-13.2, the Vendor represents and warrants that the goods and/or services under Contract shall be created or performed entirely within the United States. In the event that the Vendors goods and/or services are not created or performed entirely within the United States, then the Vendor shall demonstrate to the University that there is no other viable source for the goods and/or services within the United States, and approval shall be documented in writing by the Vice President for Finance and Treasurer, or designee. A breach of this representation and warranty shall be a material breach and permits the University to terminate the Contract immediately, and the University shall have no obligation to make payment to the Contractor.

### **3.21. Certification of Federal Non-Debarment**

**3.21.1.** Pursuant to N.J.S.A. 52:32-44.1, the Contractor certifies that: 1) It is not debarred at the Federal level from contracting with the Federal government; and 2) None of the parent entities, subsidiaries, related entities or affiliates of the Contractor are debarred at the federal level from contracting with the Federal government. Contractor acknowledges that it is a crime if the foregoing is false, that Contractor will be subject to criminal prosecution and shall be in material breach of the Contract(s) with the University entitling the University to take action against Contractor as may be appropriate and permitted by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring Contractor in default and/or seeking debarment or suspension.

**3.22. Federal Excise Taxes & State Tax**

- 3.22.1.** In general, Bidder, in preparing its Proposal, must take into consideration applicable Federal and State Tax Laws.
- 3.22.2.** 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. Bidder must make its own determinations as to the current statutes and applicability of any Tax Laws, and the Bidder may make no claim based upon any error or misunderstanding as to the applicability of any Tax Laws.
- 3.22.3.** Purchases or rentals of equipment are not exempt from tax under the State Sales Tax Act.

**3.23. Federally Funded Project Contracts**

- 3.23.1.** When applicable, the 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.

**3.24. Standards Prohibiting Conflicts of Interest**

- 3.24.1.** The following prohibitions on Contractor activities shall apply to all Contracts with the University pursuant to Executive Order No. 189 (1988) and N.J.S.A. 52:13D-19:
  - 3.24.1.1.** The Contractor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any University officer or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such University officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such Montclair officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
  - 3.24.1.2.** The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University officer or employee from the Contractor shall be reported in writing forthwith by the Contractor to the Attorney General and the Executive Commission on Ethical Standards.

**3.24.1.3.** The Contractor may not, 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 contractor to, any University officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the University, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of Montclair 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.

**3.24.1.4.** The Contractor shall not influence, or attempt to influence or cause to be influenced, any University officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee. 4 Rev 4-28-22

**3.24.1.5.** The Contractor shall not cause or influence, or attempt to cause or influence, any University officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person. The provisions cited above shall not be construed to prohibit a University officer or employee from receiving gifts from or entering into contracts with the Contractor under the same terms and conditions that are offered or made available by Contractor to members of the general public.

### **3.25. Notice of Setoff**

**3.25.1.** Pursuant to N.J.S.A. 54:49-19, if the Contractor 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 setoff that payment by the amount of the indebtedness.

### **3.26. Buy American**

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

### **3.27. Offer of Gratuities**

**3.27.1.** 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.

**4. PROPOSAL PRICING**

- 4.1.** The Bidder must submit its pricing using the format set forth on the corresponding **Proposal Pricing & Certification of Proposal** (Section 11 of this RFP). Failure to submit all information required will result in the Proposal being considered non-responsive, unless the University determines the information is not material and may be waived. All pricing must be detailed in the format provided, and any edited or dissimilar formats may be rejected in the University's sole discretion. Bidder is required to hold prices firm for a period of ninety (90) days after the Submission Due Date & Time.
- 4.2.** Pricing for the Scope of Work shall be based on the following:
  - 4.2.1. Lump Sum Base Bid**
    - 4.2.1.1. Allowance:** No Bid allowance for this RFP.
- 4.3.** **Pricing is All-Inclusive**, and shall remain firm and fixed for the duration of the Contract and constitute the total cost of the project. No price increases, surcharges, or additional compensation of any kind shall be permitted unless expressly authorized by the University through a written Amendment to the Contract, resulting from a change in the Scope of Work.

**5. PROPOSAL EVALUATION**

**5.1.** The University reserves the right to waive minor irregularities or omissions in a Proposal. The University also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the University's interests associated with the procurement.

**5.2. Contract Award Criteria**

**5.2.1.** The University intends to award a Contract to the lowest Responsive Bidder, whose Proposal, confirming to the RFP and Project Material, will be most advantageous to the University.

**5.3. Clarification of Proposal**

**5.3.1.** The University may require the Bidder to clarify certain aspects of its Proposal. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies, cure material omissions, or used to revise or modify pricing or other information in a Proposal. It is within the University's discretion whether to require the Bidder to give an oral presentation or to submit written responses to questions regarding its Proposal. Action by the University in this regard should not be construed to imply acceptance or rejection of a Proposal. Procurement Services is the sole point of contact regarding any request for an oral presentation or clarification.

## 6. **CONTRACTING**

### 6.1. **Notice of Intent to Award**

- 6.1.1. Upon review, and evaluation of submissions, the University may affirm a Bidder through a “Notice of Intent to Award”.
- 6.1.2. Any Bidder that is issued a “Notice of Intent to Award,” must provide the balance of all necessary items detailed within the Required Supporting Bid Documents of this RFP. The Bidder shall provide all documentation within ten (10) business days of request (excluding Federal Holidays). Failure to provide any required documentation may result in the Awarded Vendor being removed from consideration, at the University’s sole discretion.

### 6.2. **Contract Award**

- 6.2.1. The Contract award shall be made by the University with reasonable promptness by written notice to that responsible Bidder, whose Proposal, conforming to this RFP and Project Material, is most advantageous to the University, price and other factors considered. The University reserves the right to reject all Proposals, to reject those Proposals that are non-responsive, or to award in whole or in part, if deemed to be in the best interest of the University. Furthermore, the University reserves the right to waive any minor informality where such waiver is permitted by law.
- 6.2.2. Contracts or issuances of orders resulting from this RFP will be subject to the annual availability and appropriation of funds to the University.
- 6.2.3. Alternates will be accepted or rejected in numerical sequence as cited on the Proposal Pricing Form – Attachment #3 and shall not be selected at random except as provided herein. Additive and deductive Alternates will be specified separately. The University may choose from either/or the additive and/or deductive alternates without priority between the two groups as long as selection within each group is in numerical sequence, from first to the last. This limitation shall not apply, however, to any alternates concerning proprietary items. Procurement Services may accept Alternates out of sequence, provided the reasons for so doing are stated in writing within five (5) business days of the opening of Proposals. Any applicable unit prices that may be required for the Scope of Work will be considered in the evaluation of Proposals.

### 6.3. **Bidder’s Right to Protest Award of Contract**

- 6.3.1. A Bidder who submits a proposal in response to an RFP may submit a written protest to the AVP, setting forth in detail the specific grounds for challenging the award. The protest shall be filed within three (3) business days following Notice of Intent to Award a Contract, that its Proposal was not accepted, or of notice of the decision to award the Contract. Any protest filed after the three-day period may be disregarded. If the Contract award is protested, the University may proceed to award the Contract if the failure to award will result in substantial cost to the University or if public exigency so requires.

## **7. UNIVERSITY'S PROJECT SAFETY PROGRAM**

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.

### **7.1. Purpose**

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

### **7.2. Organization**

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

### **7.3. Responsibility**

#### **7.3.1. Contractor's Project Safety Officer**

- 7.3.1.1.** Shall enforce compliance with Owner's Safety Program, POSHA, OSHA Standards and all other Federal, State and Local Safety Codes and Regulations.
- 7.3.1.2.** Shall assist all subcontractors in planning their operations to prevent personal injury and property damage.
- 7.3.1.3.** Shall schedule, chair, and distribute notification and minutes of weekly Safety Meetings.
- 7.3.1.4.** Shall issue Safety Bulletins pertinent to the Project on a monthly basis, and as deemed necessary.
- 7.3.1.5.** 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.

**7.3.1.6.** 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.

**7.3.1.7.** 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.

**7.3.1.8.** Shall appoint the Project Safety Labor Committee who shall assist with the implementation of this Safety Program.

**7.3.2.** Owner's Project Safety Coordinator

**7.3.2.1.** Shall make regular Project Safety Inspections and distribute a written report.

**7.3.2.2.** Shall implement immediate corrective action regarding noncompliance with the Safety Program and/or Federal, State and Local Codes and Regulations.

**7.3.2.3.** Shall check with Shop Stewards and other Safety Representatives on disposition of safety related matters.

**7.3.2.4.** Shall render assistance at Contractor's Tool Box Talks if requested.

**7.3.2.5.** Shall be notified immediately of any accidents.

**7.3.2.6.** Shall comply with the Project Safety Program and all Federal, State and Local Codes and Regulations.

#### **7.4. Safety Meetings**

**7.4.1.** Weekly Project Safety Meeting

**7.4.1.1.** The Contractor's Project Safety Officer shall schedule, distribute notification of and chair the Weekly Safety Meetings.

**7.4.1.2.** The following persons are required to attend: Subcontractor's Safety Representatives Appropriate labor supervisory personnel

**7.4.1.3.** Project Safety Meeting Minutes will be distributed to all attendees and other persons as deemed necessary.

**7.4.2.** Weekly Tool Box Talks

**7.4.2.1.** Each subcontractor shall hold weekly Tool Box Talks.

**7.4.2.2.** Shall be chaired by the subcontractor Safety Representative.

**7.4.2.3.** The weekly Tool Box Talk Minutes shall be copied to the Contractor's Project Safety Officer each Friday by 3:30p.m.

**7.4.2.4.** The Weekly Minutes shall contain the following:

- Name of subcontractor and date.
- Name of Safety Representatives.
- Name all employees attending and first aid person.
- Number of all employees on their payroll that day.
- Subjects discussed.
- Safety observations and comments from employees.

**7.4.2.5.** The agenda for these Weekly Tool Box Talks shall be the following:

- Review minutes of Contractor's Weekly Safety Meeting as they affect their work.
- Instruct their employees in the safe and efficient planning of their work.
- Review the safety subject assigned at the Project Safety Meeting or other subject as deemed necessary.
- Review injuries that have occurred on the Project.
- Solicit comments and suggestions relating to safety.

## **7.5. Owner Accident Reporting Requirements**

**7.5.1.** At the project's inception:

**7.5.1.1.** A Medical Emergency Procedure shall be written and distributed by Owner to all Project employees via the Contractor.

**7.5.1.2.** Contractor shall make provisions for and prepare for the immediate and proper first aid and/or medical/hospital treatment in case of an injury.

**7.5.1.3.** In case of an injury:

- Seek immediate medical attention for the injured, implement the Medical Emergency Procedure.
- Owner shall be notified immediately.
- One copy of all Workers' Compensation Accident Reports from this Project shall be forwarded within 8 hours to Owner's Project Superintendent.
- 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.
- Send the Public Liability Report to your Insurance Carrier and forward within 48 hours one copy of this report to the Owner.

## **7.6. Visitors**

**7.6.1.** 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.

**7.7. Basic Principles of the Project Safety Program**

- 7.7.1.** All project employees shall comply with all Owner's, Federal, State and Local Codes and Regulations.
- 7.7.2.** 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.
- 7.7.3.** 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.
- 7.7.4.** Each Contractor shall enforce the wearing of hard hats and safety glasses during the complete construction of this Project as a condition of employment.
- 7.7.5.** 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.
- 7.7.6.** 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.
- 7.7.7.** Each Contractor shall have a scheduled Inspection and Maintenance Program for all tools and equipment.
- 7.7.8.** 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.
- 7.7.9.** 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.
- 7.7.10.** Metal ladders of any type and painted wooden ladders shall not be permitted on this project.
- 7.7.11.** High Velocity Powder Actuated Tools shall not be permitted on this project.
- 7.7.12.** Smoking, alcoholic beverages, or illegal drugs shall not be permitted on this project.
- 7.7.13.** Radios shall not be permitted on this project.
- 7.7.14.** Each Contractor shall supply cool drinking water for their employees, per OSHA Regulation 1926.51(a).
- 7.7.15.** 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.

- 7.7.16.** 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.
- 7.7.17.** 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.
- 7.7.18.** 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.
- 7.7.19.** No material shall be stored within 6ft. of a floor opening of the building. For assistance with storage locations, contact the Project Safety Officer.
- 7.7.20.** 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.
- 7.7.21.** 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.
- 7.7.22.** 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.
- 7.7.23.** For emergency purposes, each Contractor shall submit a list to Owner of key personnel, with home addresses and telephone numbers.

## **7.8. Fire Prevention**

### **7.8.1. Purpose**

- 7.8.1.1.** 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.

### **7.8.2. Fire Emergency Procedure:**

- 7.8.2.1.** 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).

**7.8.3. Shanties and Trailers**

- 7.8.3.1.** All shall be constructed of fire-retardant materials; wood shall be marked with the UL Label.
- 7.8.3.2.** Shall be heated with approved heating devices.
- 7.8.3.3.** 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.
- 7.8.3.4.** Shall have 55-gallon waste container adjacent to them.
- 7.8.3.5.** Shall not be used to store oily rags, oily clothes or fuels.
- 7.8.3.6.** 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.

**7.8.4. Fire Extinguishers**

- 7.8.4.1.** 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.
- 7.8.4.2.** 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.
- 7.8.4.3.** Each shanty and each gang box shall have at least one ABC Fire Extinguisher.
- 7.8.4.4.** All fire extinguishers shall be checked weekly by the Contractor for maintenance.
- 7.8.4.5.** 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.

**7.8.5. Use of Pressurized Gas Cylinders**

- 7.8.5.1.** All cylinders shall be provided with safety caps. Do not accept delivery of any cylinders not capped.
- 7.8.5.2.** Cylinders shall be stored and used in a secured vertical position. Storage areas shall be well marked and located as designated by Owner.
- 7.8.5.3.** 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  $\frac{1}{2}$  hour.
- 7.8.5.4.** All oxygen and acetylene cylinders in use shall be firmly secured on a special carrier intended for this purpose, with an attached fire extinguisher.

**7.8.6. Temporary Heat**

- 7.8.6.1.** All heating equipment shall be wired, piped and operated in accordance with all applicable Codes and Regulations.
- 7.8.6.2.** Open fires shall not be permitted on this project. Any employee failing to comply with this Regulation shall be subjected to immediate dismissal.
- 7.8.6.3.** All tarps and blankets shall be made of fire-retardant materials.

**7.8.7. Basic Principles for Fire Prevention**

- 7.8.7.1.** All temporary electric shall be in accordance with all existing Codes.
- 7.8.7.2.** Storage of any material within 10 feet of fire hydrants is strictly prohibited.
- 7.8.7.3.** 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.
- 7.8.7.4.** Machinery and/or motors shall not be left running during non-working hours except as directed or approved by Owner.
- 7.8.7.5.** All fuel and solvent containers shall be placed on drip pans and stored strictly according to all Federal, State and Local Codes and Regulations.
- 7.8.7.6.** 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.
- 7.8.7.7.** 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.

**7.9. Conclusion**

- 7.9.1.** 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.

**7.10. Emergency Numbers**

- 7.10.1.** Hospital: (973) 655-5222
- 7.10.2.** Fire Department: (973) 655-5222
- 7.10.3.** Police Department: (973) 655-5222
- 7.10.4.** Montclair Security: (973) 655-5222

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

**7.11.1.** 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.

**7.11.2.** The Contractor's responsibilities include, but are not limited to, the following conditions as they relate to the Hazard Communication Act:

**7.11.2.1.** Setup and conduct a Program for its employees at the jobsite.

**7.11.2.2.** Attend (mandatory) Owners Weekly Safety Meeting at each jobsite for exchange of this information.

**7.11.2.3.** 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.

**7.11.2.4.** Each Contractor is responsible for maintaining an updated file for all hazards that may be encountered on the job.

**7.11.2.5.** 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.

**7.11.2.6.** Training and documentation of training in Hazard Communications is responsibility of each Contractor.

**7.11.2.7.** Each Contractor is responsible to coordinate with Owner's Field Representative in satisfying all OSHA Requirements.

**7.12. Compliance Agreement**

**7.12.1.** As evidenced by providing a Proposal to this RFP, the Bidder:

**7.12.1.1.** Certifies that it has read and shall comply with this Project Safety Program and shall immediately correct any safety violations, including those noted by the University, during the term of Contract.

**7.12.1.2.** Understands and agrees that it is its obligation as an employer to provide a safe and healthy work place.

**7.12.1.3.** Complies with all Federal, State, and local codes and regulations and incorporates the information within this Project Safety Program as minimum requirements. A copy of our Safety Program shall be made available for discussion with all Project employees.

**7.12.1.4.** May be required to provide a written copy of its own safety program that to be enforced in the performance of work under the Contract.

**8. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****EXHIBIT B - CONSTRUCTION CONTRACTS****MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)

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

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

- 8.1.** 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, up grading, 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.
- 8.2.** 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.
- 8.3.** N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.
- 8.4.** 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.
- 8.5.** 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.

**8.6.** 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 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:

**8.6.1.** 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.

**8.6.2.** 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:

**8.6.2.1.** 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;

**8.6.2.2.** To notify any minority and women workers who have been listed with it as awaiting available vacancies;

**8.6.2.3.** 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.

**8.6.2.4.** 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;

**8.6.2.5.** 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;

**8.6.2.6.** To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

**8.6.2.7.** The contractor or subcontractor shall interview the referred minority or women worker.

- 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.
- 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.
- 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.

- 8.7.** 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.
- 8.8.** 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.
- 8.9.** 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.
- 8.10.** 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.
- 8.11.** 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.

**8.11.1.** 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.

#### **ADDITIONAL MANDATORY CONSTRUCTION CONTRACT LANGUAGE**

**8.12.** It is the policy of the State of New Jersey that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by Montclair State University 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.

**8.13.** The contractor must demonstrate to the University'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 University's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

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

**8.14.1.** The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnix.com/>;

**8.14.2.** 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;

**8.14.3.** The Contractor shall actively solicit and shall provide the University with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and

**8.14.4.** The Contractor shall provide evidence of efforts described at 2 above to the University no less frequently than once every 12 months.

**8.14.5.** The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

**8.15.** This language is in addition to and does not replace 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.

**9. DEFINITIONS****9.1. General Definitions**

- 9.1.1.** Addendum: Written clarification or revision to this RFP or Project Material issued by Procurement Services.
- 9.1.2.** All-Inclusive Price: A price that is all-inclusive of direct and indirect costs and must include, but not limited to, all labor, overhead, profit, fees, setup, logistics, equipment, materials, supplies, delivery, managerial support, documents, forms (reproductions thereof), travel expenses, travel time, supervision, coordination efforts, insurance, estimates, personal protective equipment (PPE), fuel, waste disposal, third party fees, and all other associated or incidental items necessary for the successful completion of the Scope of Work described in this RFP and any related documents. No additional fees or costs shall be paid by the University unless there is a change in the Scope of Work.
- 9.1.3.** Allowance: Set amount of money to be included as part of the Lump Sum Base Bid to cover the costs of an identified area of work that is not fully identified or known.
- 9.1.4.** Amendment: A written clarification, revision, or modification to a Contract, detailing a change in the Scope of Work to be performed by the Contractor. An amendment is not effective until signed by the University's Authorized Representative.
- 9.1.5.** Assistant Vice President of Procurement Services (AVP): University administrator with direct oversight and responsibility of Procurement Services at Montclair State University.
- 9.1.6.** Authorized Representative: A University official appointed or designated to act on behalf of the University with the authority to make decisions and/or sign documents. The University's Authorized Representative may vary based on the procedures prescribed within this RFP, and may refer to any of the following positions: 1) Assistant Vice President of Procurement Services; 2) Vice President for Finance and Treasury; 3) Chief Operating Officer and Senior Vice President; 4) President.
- 9.1.7.** Awarded Vendor: The selected Bidder detailed on the Notice of Intent to Award resulting from this RFP.
- 9.1.8.** Bid Security: The bid bond, cashier's check, certified check or irrevocable letter of credit accompanying the Proposal, submitted by the Bidder guaranteeing that the Bidder will enter into a Contract with the University for the performance of the all work indicated, and will provide acceptable bonds and insurance if the Contract is awarded to it.
- 9.1.9.** Bidder: The entity providing a Proposal in response to this Request for Proposal (RFP).
- 9.1.10.** Proposal: The Bidder's timely response to this RFP, inclusive of all required documentation and meeting all obligations, and terms & conditions of the Request for Proposal, and related Project Material.
- 9.1.11.** Business Day: Any weekday, excluding Saturdays, Sundays, Federal legal holidays, and State-mandated closings, unless otherwise indicated.
- 9.1.12.** Calendar Day: Any day, including Saturdays, Sundays, Federal legal holidays, and State-mandated closings, unless otherwise indicated.

**9.1.13.** Contract: Refers to the Contract awarded as a result of this RFP and consists of any Addendum, this RFP Document, the University's Standard Contract Terms and Conditions, the awarded Bidder's Proposal as accepted by the University, and any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the University, or post-award documents including Amendments agreed to by the University and the Contractor, in writing.

**9.1.14.** Contractor: The Bidder that is awarded a Contract resulting from this Request for Proposal (RFP).

**9.1.15.** Deliverable: Any goods, products, and/or services required by the Contractor under resulting from this RFP, and Contract.

**9.1.16.** Eastern Prevailing Time (EPT): Eastern Prevailing Time or "EPT" means the time in effect in the Eastern Time Zone of the United States of America, whether Eastern Standard Time or Eastern Daylight Savings Time.

**9.1.17.** May: Denotes that which is permissible, but not mandatory.

**9.1.18.** Must: Denotes that which is a mandatory requirement.

**9.1.19.** Notice of Intent to Award: Written communication sent by the University to Bidder(s), detailing the responsible Bidder(s) whose bid(s), conforming to the Request for Proposal (RFP), selected as the most advantageous to the University, price and other factors considered.

**9.1.20.** Performance & Payment Bonds: The approved form of security furnished by the Contractor and its Surety guaranteeing complete performance of the Contract in conformity with the Contract documents and the payment of legal obligations pertaining to the construction of the Contract.

**9.1.21.** Pre-Bid Meeting: A gathering held by the University prior to the Submission Due Date/Time, where potential Bidders may attend and gain a more comprehensive understanding of the Scope of Work and other Project requirements. Potential Bidders may ask questions and seek clarity. In any instance where there is a conflict between verbal communication at a Pre-Bid Meeting, and in writing within the Project Material, the Project Material shall prevail.

**9.1.22.** Primary Account Manager: The Contractor's representative for the University to serve as the point of contact for all business and Contract related matters. This representative may not redirect University employees to other representatives for assistance, unless agreed upon by the University employee.

**9.1.23.** Procurement Services: Refers to the Montclair State University department issuing this RFP, as well as all associated Project Materials.

**9.1.24.** Proposal: The Bidder's timely response to this RFP, inclusive of all required documentation and meeting all obligations, and terms & conditions of the Request for Proposal, and related Project Material.

**9.1.25.** Project: The collective undertakings or services that are subject to this Request for Proposal (RFP) and/or other Project Materials.

**9.1.26.** Project Manager: The University's primary project leader, overseeing the general operations and successful completion of the Scope of Work under this RFP and Contract.

**9.1.27.** Project Material: Any written bidding documents, such as drawings, manuals, plans, general conditions, supplementary conditions and all other associated items provided by the University, that provide instructions pertaining to the services and requirements to be performed under this Contract.

**9.1.28.** Request for Proposal (RFP): This document, establishing the Project and Contract requirements and solicits Proposals to meet the operational needs of the University.

**9.1.29.** Required Supporting Bid Documents: The documentation required from a Bidder under this Request for Proposal (RFP). The Required Supporting Bid Documents may be required within a Proposal, or prior to the execution of a Contract resulting from this RFP. Documentation required at the time of submission cannot be accepted after the established Submission Due Date/Time. Please refer to the 'Required Supporting Bid Documents' table of this RFP for specific details.

**9.1.30.** Scope of Work: Collectively refers to a specific section of this RFP, or associated Project Material describing the goods and/or work required by an awarded Contractor to successfully fulfil the obligations of any subsequent contract. The Scope of Work is subject to change through University issued Addenda.

**9.1.31.** Shall: Denotes that which is a mandatory requirement.

**9.1.32.** Should: Denotes that which is recommended, but not mandatory.

**9.1.33.** Single Prime General Construction Contract: The Project award method where a single general contractor is Contracted by the University to oversee the entire construction Project, including managing all Subcontractors, and oversees all Contractual obligations.

**9.1.34.** State: The State of New Jersey.

**9.1.35.** Subcontractor: An entity having an arrangement with the Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some portion of its obligations under the Contract. The Contractor shall retain full responsibility for the performance of all of its obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the University, only with the Contractor.

**9.1.36.** Surety: The entity authorized to issue surety bonds in New Jersey which is bound with and for the Contractor for the guarantee of its Proposal and the satisfactory performance of all work by the Contractor, and the prompt payment in full for materials, labor, equipment, rentals, utility services, and debts and obligations, as provided in the bonds.

**9.1.37.** University, The University or Montclair: Refers to Montclair State University.

**9.1.38.** Vendor: May refer to either the Bidder, or the Contractor.

## 10. SUPPORTING BID DOCUMENTS & BIDDER'S CHECKLIST

The documents listed below are required by State Law and/or University Policy. All documents listed must be received in order for the University to issue a Notice of Intent to Award and/or Contract. The Documents in the table below can be found either within this RFP Document, on [the Procurement Services Forms & Information website](#), or must be provided directly by the Vendor.

Note: This checklist is a guide for the Bidder and may not identify all requirements for submitting a complete Proposal. It is the Bidder's responsibility to ensure that all requirements of this RFP, Project Material, and Addenda have been met.

<b>SECTION #1: SUBMITTALS THAT <u>MUST</u> BE INCLUDED BY THE BIDDER WITHIN THE PROPOSAL</b>		
#	Documentation Description	Checklist
1	<b>Certification of Proposal</b> (Refer to Section 11 of this RFP)	
2	<b>Proposal Pricing</b> (Refer to Section 11 of this RFP)	
3	<b>Acknowledgment of Addenda</b> (as applicable)	
4	<b>Bid Security</b> (Refer to Section 12 of this RFP) <ul style="list-style-type: none"> <li>Bid Bond be set at 10% of Project cost with no excess limit. Bidder may use the form provided or equivalent.</li> </ul>	
5	<b>Consent of Surety</b> (Refer to Section 12 of this RFP) <ul style="list-style-type: none"> <li>Must be set at 100% of the Project cost. Bidder may use the form provided or equivalent.</li> </ul>	
6	<b>New Jersey DPMC Classification &amp; Aggregate Rating Limit</b> (Refer to Section 12 of this RFP)	
7	<b>Subcontractor Disclosure Form</b> (Refer to Section 12 of this RFP)	
8	<b>Ownership Disclosure</b> (Refer to Section 12 of this RFP)	
9	<b>Schedule of Participation: Small Business Enterprises &amp; Disabled Veteran-Owned Businesses</b> (Refer to Section 12 of this RFP)	
10	<b>Public Works Contractor Registration</b> (provided by Bidder) <ul style="list-style-type: none"> <li>Required by the General Contractor &amp; all applicable Subcontractors. <a href="#">All Public Works Contractor Registrations must be valid at the time of submission.</a></li> </ul>	
<b>SECTION #2: SUBMITTALS THAT <u>MUST</u> BE PROVIDED PRIOR TO THE ISSUANCE OF A CONTRACT</b>		
#	Documentation Description	Checklist
1	<b>Performance &amp; Payment Bonds</b>	
2	<b>New Jersey Business Registration Certificate (BRC)</b> <ul style="list-style-type: none"> <li>Required by General Contractor &amp; all Subcontractors.</li> <li>Bidder should verify all applicable NJ BRCs here: <a href="#">Online Business Registration Certificate Service</a></li> </ul>	
3	<b>Exhibit B: Mandatory Equal Employment Opportunity Language</b> The following form is required to be submitted: <ul style="list-style-type: none"> <li>Initial Project Workforce Report (AA-201)</li> </ul>	
4	<a href="#">Two-Year Chapter 51/Executive Order 333 Vendor Certification and Disclosure</a>	
5	<a href="#">Taxpayer Identification Request (W-9)</a> (click the link to access form)	
6	<b>Proof of Ability to Obtain Required Insurance / Certificate of Insurance</b> (Must conform to the requirements set forth in the University's Standard Contract Terms & Conditions)	

**11. PROPOSAL PRICING & CERTIFICATION OF PROPOSAL****PROPOSAL PRICING**

Bidder must submit its pricing for the Scope of Work associated with this RFP as part of this Proposal Pricing sheet. Bidder should not deviate from the prescribed format, make any modifications, or include any conditional statements. Failure to submit pricing as provided, or including other conflicting pricing may result in a Bidder's proposal being rejected.

<b>LUMP SUM BASE BID</b>	
All-inclusive lump-sum cost to provide all services and materials meeting the requirements of this IFB and corresponding documents. Must include any Allowance amounts, as applicable.	
<b>Lump Sum Base Bid Price (number)</b>	\$
<b>Lump Sum Base Bid Price (in words)</b>	

**CERTIFICATION OF PROPOSAL**

This *Certification of Proposal* must be fully executed, inclusive of signature by an authorized representative of the Vendor, or the Proposal will be deemed non-responsive.

(Please Print Clearly)

<b>Vendor's Legal Name</b>	
<b>Business Address</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Federal Employer Identification Number</b>	
<b>Print Name &amp; Title</b>	
<b>Authorized Signature</b>	

*Bidder must initial and date next to any and all changes.*

**Vendor's Primary Account Manager for the University**

<b>Name</b>	
<b>Phone (office)</b>	
<b>Phone (cell)</b>	
<b>Email</b>	

*Vendor's Primary Account Manager shall be deemed as an appropriate contact for all Contract matters.*

SIGNATURE OF THE VENDOR ATTESTS THAT THE VENDOR HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, PROJECT MATERIAL, AND ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE VENDOR SIGNIFIES THAT THE REQUEST FOR PROPOSAL, PROJECT MATERIAL, ADDENDA, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS, IF ANY, AND THE RESPONSIVE PROPOSAL CONSTITUTE A CONTRACT UPON THE UNIVERSITY'S OPTION TO ISSUE A WRITTEN NOTICE OF INTENT TO AWARD TO VENDOR FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN THE REQUEST FOR PROPOSAL, PROJECT MATERIAL, ADDENDA, GENERAL CONDITIONS AND RESPONSIVE PROPOSAL DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN DEFAULT BY THE CONTRACTOR AND/OR CONTRACT TERMINATION.

VENDOR WARRANTS THAT:

- IT UNDERSTANDS THE REQUIREMENTS OF THE WORK REQUIRED BY THE UNIVERSITY.
- THE INFORMATION CONTAINED IN ITS PROPOSAL IS TRUTHFUL, ACCURATE AND THAT IT IS CAPABLE, AND WILLING TO ACCEPT A CONTRACT RESULTING FROM THIS RFP.
- IT HAS THE CAPABILITIES, AND CREDENTIALS REQUIRED BY THE RFP.
- IT WILL FAITHFULLY PERFORM ALL SERVICES REQUIRED BY THIS RFP AND WITHININ THE PROJECT DURATION DETAILED IN THIS RFP AND PROJECT MATERIAL.

## **12. PROPOSAL SUBMITTALS**

The following submittal documents listed and provided within this RFP are required with Proposal or submission will be rejected. Bidder is advised to review 'Section 10, Supporting Bid Documents,' of this RFP for a full list of submittal requirements.

**12.1. Subcontractor Disclosure**

**12.2. Classification & Aggregate Rating Limit**

**12.3. Bid Security** (*the document provided herein requests Bid Security in the form of a Bid Bond. However, the University will also accept Bid Security in the form of certified check, cashier's check, or irrevocable letter of credit).*

**12.4. Consent of Surety**

**12.5. Ownership Disclosure**

**12.6. Schedule of Participation for Small Business Enterprises & Disabled Veteran-Owned Businesses**

### **SUBCONTRACTOR DISCLOSURE**

The Bidder (General Contractor) submitting a Proposal for this Single Prime General Construction Contract shall set forth the names, addresses, and license numbers for all Subcontractors that the Bidder will subcontract the work for the specified trade categories listed below. The Vendor may not substitute any Subcontractor listed below without written consent from the University. If the General Contractor is self-performing work under any Trade, then this disclosure should indicate "Self-Performing" next to each trade, as applicable.

**Public Works Contractor Registration:** All Subcontractors listed, or performing work subject to the New Jersey Prevailing Wage Act, **must** hold a valid a New Jersey Public Works Contractor Registration at the time of submission.

**Business Registration Certificate:** All subcontractors **must** obtain a valid New Jersey Business Registration Certificate (BRC) prior to award of Contract.

**Division of Property Management and Construction (DPMC) Classification:** Subcontractors are **not** required to be classified by the DPMC for the respective Trade.

<b>Category</b>	<b>Subcontractor Name</b>	<b>Address</b>	<b>License No.</b>
<b>Electrical</b> (DPMC not required)			
<b>Refrigeration, Heating, Ventilation &amp; Air Conditioning</b> (DPMC not required)			
<b>Plumbing &amp; Gas Fitting</b> (DPMC not required)			
<b>Structural Steel, Ornamental Iron</b>	Not Applicable	Not Applicable	Not Applicable

*Bidder may attach additional sheets as needed.*

**CLASSIFICATION & AGGREGATE RATING LIMIT**

**The Vendor must be classified by the New Jersey Division of Property & Management Construction in the trade of C008 - General Construction with the minimum aggregate rating of \$5,000,000:**

**Classification & Aggregate Rating Limit**

I certify that \_\_\_\_\_  
(Vendor Name)

is classified by the New Jersey Division of Property Management & Construction (DPMC) in the approved amount

of \$ \_\_\_\_\_  
(Aggregate Rating Limit)

for \_\_\_\_\_  
(Classification/Trade)

effective on \_\_\_\_\_ and expiring on \_\_\_\_\_  
(Effective Date) (Expiration Date)

**Certification of Uncompleted Work Certification**

I further certify that the amount of this Proposal, when added to the value of all outstanding/incomplete contracts (public and private), would not cause the Vendor to exceed its aggregate rating limit in accordance with N.J.A.C. 17:19-2.13.

The amount of uncompleted work on contracts is: \$ \_\_\_\_\_  
(Amount of Uncompleted Work)

Note: Bidder shall refer to N.J.A.C. 17:19-2.13 to ensure compliance with the aggregate rating and uncompleted work requirements, including the discounting of certain major trade subcontract work for the purposes of calculating whether a contractor is within its aggregate rating (if applicable).

**BID SECURITY - BID BOND**

All Offerors providing a submission for this solicitation acknowledge that the undersigned, Principal and Surety,

**Principal:** \_\_\_\_\_

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

are hereby held and firmly bound unto Montclair State University in the penal sum of 10% lawful money of the United States for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION is such, that whereas, the principal has submitted a bid to Montclair State University and hereby made part of a contract for,

*(Montclair State University's RFP Number & Title)*

NOW THEREFORE:

If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement required by the Bid Documents and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said bid.

If said Bid shall be rejected, or in the alternate then, this 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.

The Surety for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by and extension of the time within the Obligee may accept such a bid, and Surety does not hereby waive notice of any such extension.

In witness whereof, the Principal and Surety have hereunto set their hands and seals, and have caused their corporate seals to be hereto fixed and these presents to be signed by proper officers:

**PRINCIPAL:** \_\_\_\_\_

*Corporate Seal*

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

**Printed Name:** \_\_\_\_\_

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

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

**SURETY:** \_\_\_\_\_

*Corporate Seal*

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

**Printed Name:** \_\_\_\_\_

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

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

**CONSENT OF SURETY**

The Surety,

---

*(Name of Surety)*

hereby consents and agrees that if the Contract for,

---

*(Montclair State University's Bid Number & Title)*

be awarded to,

---

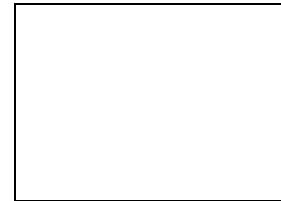
*(Name of Principal/Bidder)*

then Surety agrees with Montclair State University to execute the final bond as required by the specifications and to become full surety in the full amount of the Contract price for the faithful performance of the Contract, inclusive of amounts for the base bid, plus any alternates and/or unit prices.

In witness whereof, the Surety has hereunto set its hand and seals, and have caused its seal to be hereto fixed and these presents to be signed by proper officer:

**SURETY:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

*Corporate Seal*



**OWNERSHIP DISCLOSURE**

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE UNIVERSITY ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP. BIDDER IS TO ANSWER ALL QUESTIONS AND COMPLETE THE INFORMATION REQUESTED.

#	Question (please provide a response for each question)	Yes	No
#1	The vendor is a <b>Non-Profit Entity</b> ; and therefore, no disclosure is necessary.		
#2	The vendor is a <b>Sole Proprietor</b> and therefore, no other disclosure is necessary: <ul style="list-style-type: none"> <li>• A Sole Proprietor is a natural person who owns an unincorporated business by oneself.</li> <li>• A limited liability company with a single member is not a Sole Proprietor.</li> </ul>		
#3	The vendor is a <b>corporation, partnership, or limited liability company</b> .		
#4	If you answered "YES" to Question #3, do any individuals (including a single 100% owner), partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary.		

If you answered "YES" to Question #4, you must disclose the information requested in the space below:

- a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- c) all members in the limited liability company who own a 10% or greater interest therein.

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

#	Question	Yes	No
#5	For each of the corporations, partnerships, or limited liability companies identified in response to Question #4 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?		

If you answered "YES" to Question #5, you must disclose the information requested in the space below:

- a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- c) all members in the limited liability company who own a 10% or greater interest therein

The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

#	Question	Yes	No
#6	The Vendor is a publicly traded company?		

A Vendor 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% 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. If any person holds a 10% or greater beneficial interest, also 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% or greater beneficial interest.

Attach additional sheets if necessary.

**SCHEDULE OF PARTICIPATION:**  
**SMALL BUSINESS ENTERPRISES & DISABLED VETERAN-OWNED BUSINESSES**

In commitment of fulfilling the goals and requirements for Small Business Enterprises and Disabled Veteran-Owned Businesses established by the State's set-aside programs, and the Additional Mandatory Construction Contract Language, the University requires the Bidder to complete the table below, detailing its good faith outreach efforts to provide opportunities for subcontractors with the following business classifications:

- **Small Business Enterprises (SBE)**
- **Disabled Veteran-Owned Businesses (DVOB)**

If at the time of submission, the Bidder is registered with the State of New Jersey as a **Small Business Enterprise (SBE)** or **Disabled Veteran-Owned Business (DVOB)**, then additional good faith outreach efforts regarding subcontractors are not required, and Bidder may only list itself below.

Although set aside goals are not required for the additional business designations listed below, the University encourages the use of diverse and underrepresented businesses. As such, the Vendor may also include, in its discretion, subcontractors with any of the following business designations:

1) Minority/Woman Owned Business or Enterprise (M/WBE); 2) Veteran-Owned Business (VOB); 3) Emerging Small Business Enterprise (ESBE); 4) Disadvantaged Business Enterprise (DBE); 5) Lesbian, Gay, Bisexual, Transgender, Queer, Questioning (LGBTQ+); 6) Urban Enterprise Zone (UEZ); and 7) Socially and Economically Disadvantaged Business (SEDB).

Bidder should include, in its Proposal, a copy of any business designation certification for itself or any subcontractor, as applicable.

Contractor and/or Subcontractor(s)	Business Type Classification	Address & Telephone Number	Trade	Business Registration Number	Proposed Percentage of Total Contract
					%
					%
					%
					%
<b>TOTAL (Proposed Percentage of Total Contract Value for Subcontractors Listed Above)</b>					%

Vendor acknowledges compliance with all statutory and regulatory requirements of the New Jersey Set Aside Program, and the good faith outreach efforts as detailed within the Additional Mandatory Construction Language. Pursuant to this acknowledgement, the table above accurately reflects the results of such requirements, identifying businesses to be used under Contract holding specific designations as issued by the State of New Jersey.