Request for Proposal

for

Back up Boiler Rental

Lump Sum

Project No. 899

May 20, 2010
TABLE OF CONTENTS

Request for Proposal
No. 899

Bid Due – 10:00AM on June 11, 2010

Back-up Boiler Rentals – Lump Sum Construction

1. Table of Contents ........................................................................................................................... Page 1
2. Advertisement ................................................................................................................................. Pages 2 - 3
3. Proposal Form* ............................................................................................................................... Pages 4 – 13
4. Conflict of Interest ....................................................................................................................... Pages 14 - 15
5. Mandatory Affirmative Action Language .................................................................................... Pages 16 - 18
6. Safety Program* ........................................................................................................................... Pages 19 - 25
7. Standard Terms & Conditions........................................................................................................ Attachment A
8. Public Law 2005 Chapter 51 (formerly EO-134) - Instructions and Certification & Disclosure .. Attachment B
9. Project Scope of Work.................................................................................................................... Attachment C

NOTE: The * denotes pages that require some level of completion by the Bidder. All forms must be completed and returned in your bid package. The above listing represents the order of precedence with respect to conflicting terms or requirements.
As published in the Star Ledger on April 29, 2010:
The Director of Construction Procurement Services at Montclair State University will receive bids for Request for Proposal #899 – Back up Boiler Rental, Lump Sum Construction through 10:00 AM, June 11, 2010 when they will be publicly opened at The Department of Finance and Treasury Conference Room, 855 Valley Road, Suite 101, Clifton, NJ 07013. A Mandatory Pre-Bid Meeting will be held on May 27, 2010, at 10:00 AM at the Maintenance Building Conference Room (Co-gen facility), located across the street from the Red Hawk Parking Garage. Bidders are advised that attendance at both the pre-bid meeting and site visit is mandatory. No special consideration will be provided to any bidder that does not attend the Pre-Bid Meeting.

Copies of the request for proposal, including information for Bidders, bidding forms and specifications may be obtained on or about May 20, 2010 at the office of the Director of Procurement Services at 855 Valley Road, Suite 112, Clifton NJ 07013, or downloaded from our website (shown at the bottom of this notice). Bidders are required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) (Affirmative Action), State of New Jersey Prevailing Wage Rate Act P.L. 1977, Chapter 33, “Statement of Stockholders Exceeding 10%” and Executive Order No. 151.

Details regarding the requirements for contractors and subcontractors bidding this work are contained in the request for proposal. Questions may be directed to Chris Danish at (973) 655-4052 (voice) or 973-655-7643 (fax). Additional details may be found at: http://www.montclair.edu/finance/news/index.php?ChannelID=92
By: Daniel Roche
Director of Construction Procurement Services
Montclair State University

The Director of Procurement Services at Department of Finance and Treasury Conference Room, Suite 101, 855 Valley Road, Clifton, NJ 07013, will receive bids for:

CONTRACT: Back-up Boiler Rentals
Lump Sum Construction
Request for Proposal # 899
Montclair State University
Montclair, New Jersey 07043-1624

Until 10:00 AM, June 11, 2010 at which time they will be publicly opened and read aloud in the Department of Finance and Treasury Conference Room, Suite 101, 855 Valley Road, Clifton, NJ 07013. If for any unforeseen reason, the University is closed at the time of the bid opening, the bid opening shall be extended to the next Montclair State University business day (same time).

Project summary: This bid relates to the rental of a temporary back up boiler to be located outside the existing co-gen facility on campus.

A Mandatory Pre-Bid Meeting will be held on May 27, 2010, at 10:00 AM at the Maintenance Building Conference Room (Co-gen facility), located across the street from the Red Hawk Parking Garage. Bidders are advised that attendance at both the pre-bid meeting and site visit is mandatory. No special consideration will be provided to any bidder that does not attend the Pre-Bid Meeting.

Copies of the request for proposal, including information for Bidders, bidding forms and specifications may be obtained on or about May 20, 2010 at the office of the Director of Procurement Services at 855 Valley Road, Suite 112, Clifton NJ 07013, or downloaded from our website (shown at the bottom of this notice). Bidders are encouraged to pick up a proposal before the Pre-Bid Meeting and bring a copy of the proposal with them to the Pre-Bid Meeting. Requests for additional information may be directed to Chris Danish, (973) 655-4052 or via fax at (973) 655-7643. Any award of contract resulting from this Request for Proposal will be subject to the availability of funds. All proposals must be delivered or mailed. Electronic bids via fax or telephone will not be accepted. Bids must be
enclosed in a sealed envelope/package bearing the name of the Bidder and clearly marked on the outside of the envelope:

RFP# 899 – Back-up Boiler Rental  
Director of Procurement Services  
Montclair State University  
855 Valley Road, Suite 112  
Clifton, NJ 07013  
Phone: (973) 655-4145

The deadline for bidder’s questions is May 27, 2010 by 10:00 AM.

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

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

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

In accordance to N.J.A.C. 12A:10A, 17:14-1.2 et seq. and Executive Order 71, signed by Governor James E. McGreevey in 2003, the University requires bidders to make a good faith effort to provide opportunities for Small Business Enterprises (SBE) to participate in the performance of this contract as subcontractors consistent with the overall goals established for construction services by the New Jersey Commerce and Economic Growth Commission (NJ Commerce) at N.J.A.C. 12A:10A-4.1(a).

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

Bidders are required to comply with the requirements of Executive Order 129, Outsourcing, signed by Governor James E. McGreevey on September 9, 2004.

Bidders are required to comply with the requirements of Public Law 2005, Chapter 51, Political Contributions, signed by Governor Richard J. Codey on March 22, 2005 (formerly Executive Order 134, Political Contributions, signed by Governor James E. McGreevey on September 22, 2004).

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

Montclair State University reserves the right to waive any informality in any proposal and to reject any or all proposals.

Bidders are required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) (Affirmative Action), State of New Jersey Prevailing Wage Rate Act P.L. 1977, Chapter 33, “Statement of Stockholders Exceeding 10%”. Montclair State University is an Equal Opportunity Purchaser.

By:
Daniel Roche  
Director of Construction Procurement Services  
Montclair State University
PROPOSAL FORM
State of New Jersey
MONTCLAIR STATE UNIVERSITY
Montclair, NJ  07043

PROJECT NO. 899

Back-up Boiler Rentals - Lump Sum Construction

April 20, 2010

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

Montclair State University
Office of Procurement Services
855 Valley Road, Suite 112,
Clifton, NJ 07013

This proposal will be accepted no later than 10:00 AM, on June 11, 2010, after which time all proposals will be
publicly opened and read in the Department of Finance and Treasury Conference Room, Suite 101, 855 Valley Road,
Clifton, NJ 07013. A mandatory Pre-Bid Meeting will be held on May 27, 2010, at 10:00 AM at Department of
Finance and Treasury Conference Room, Suite 101, 855 Valley Road, Clifton, NJ 07013. Bidders are advised that
attendance at both the pre-bid meeting and site visit is strongly recommended. No special consideration will be
provided to any bidder that does not attend the Pre-Bid Meeting.

Firm Name: __________________________________________________________

Signature: ___________________________________ Title: __________________________ Date: __________

The undersigned propose to furnish all labor and materials as called for in the Request for Proposal
for the Back-up Boiler Rental project.

SINGLE BID – Year 1 (Lump Sum All Trades) $ ________________________________.

TOTAL SINGLE BID (Lump Sum All Trades in words)

Date of Contract Documents: April 20, 2010

(Renewal Cost)

Year 2 (Lump Sum All Trades) $ ________________________________.

Year 3 (Lump Sum All Trades) $ ________________________________.

Year 4 (Lump Sum All Trades) $ ________________________________.

BY SUBMITTING THIS BID, THE BIDDER HAS REVIEWED THE SCHEDULE, AND
ACKNOWLEDGES THE SCHEDULE AND MILESTONES INDICATED, AND HAS INCLUDED
CONSIDERATION TO COMPLETE THE WORK WITHIN THE SCHEDULE REQUIRED.
Pricing to hold good through 60 days after the bid due date. The contractor must complete required information on the
original and all supplemental pages of this proposal. If the information is not properly completed and is not received on
time, the bid proposal will not be read and will be rejected.
Form Submittal Confirmation

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

- Proposal Form -- Completed (Page 4)
- Form Submittal Confirmation – Signed by Principal of Company (Page 5)
- Acknowledgement of Addenda – Signed by Principal of Company (Page 6)
- Single Bid Subcontractor Listing – Complete (Page 7)
- Pricing Sheets – Complete as applicable (Pages 8-10)
- Non-Collusion Affidavit – Signed and notarized (Page 11)
- Stockholder Disclosure Form signed by Principal of Company (page 12)
- MSU Proposal Form – Signed by Principal of Company (page 13)
- Conflict of Interest Form (page 14-15)
- Public Works Contractor Registration Certification. Bidder and all subcontractors required to be listed on the Single Bid Sub-Contractor Listing. Copies to be submitted with bidder’s proposal.
- Business Registration, trade license and trade registration certificates. Bidder and all subcontractors. Copies to be submitted with bidder’s proposal.
- Safety Program – page signed by Contractor’s Safety Officer (Page 25).
- Public Law 2005 Chapter 51 – MSU Form 134A (Attachment B).
- Adherence to Terms and Conditions of Contract (Attachment A).

Name Printed ______________________________________________________________

Signature ________________________________________________________________

Title __________________________ Date ________________________________
Bidder acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date of Addendum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Principal  

_________________________________
**SINGLE BID SUBCONTRACTOR LISTING**

Any firm submitting a bid for Single Prime Bid *(combined Lump Sum All Trades)* shall indicate the Name, Address and applicable License Numbers of sub-contractors for the categories listed below. **All sub-contractors listed must be N.J. Public Works certified at the time of the bid date.** If the Bidder intends to complete the categories with his own staff, include “own staff” notation in the appropriate category.

<table>
<thead>
<tr>
<th>TRADE</th>
<th>FIRM</th>
<th>LICENSE No.</th>
<th>SBE Registration No.</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

BIDDER MUST SUBMIT PRICES FOR ALL ALTERNATES WHEN REQUIRED. IF THERE IS NO CHARGE FOR AN ALTERNATE, BIDDER MUST INDICATE “NO CHARGE.” (DO NOT LEAVE BOX BLANK).

PROJECT: Back-up Boiler Rental

**ALTERNATE PROPOSALS:**
(See RFP Scope of Work for full descriptions).

| 1. Connect boiler to all utility (electrical, piping, control, etc.) connections as necessary for “turn-key” operation. | Add (+) |
ALLOWANCES
The Bidder agrees that the following allowances have been included in his proposal.

<table>
<thead>
<tr>
<th>Description</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
</tr>
</tbody>
</table>
UNIT PRICES: SEPARATE BID AND SINGLE BID

a) Unit Prices govern addition to or deduction from quantity included in the Lump Sum Bid and amounts actually installed on job.
b) Where existing work is indicated, price includes removal and replacing.
c) Unit Prices shall include all labor, materials, equipment, bailing, shoring, removal, supervision, overhead, profit, insurance, bond, etc. required to complete all work specified.
d) The University’s Representative shall verify all quantities.
e) Changes shall be processed in accordance with the General Conditions.
f) There shall be no more than 15% differential between add and deduct unit prices.
g) Deduct prices apply only if quantities are 15% or more below quantities stated on the drawings or in the specifications.
h) Refer to Instructions to Bidders for conditions.
For a detailed description of each requested unit price see specification section unit pricing of the project manual.

<table>
<thead>
<tr>
<th>UNIT PRICES ITEM NO.</th>
<th>DESCRIPTION OF ITEM</th>
<th>PAY UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
<td></td>
<td>ADD</td>
</tr>
<tr>
<td>NA</td>
<td></td>
<td></td>
<td>DEDUCT</td>
</tr>
</tbody>
</table>
MONTCLAIR STATE UNIVERSITY

NON-COLLUSION AFFIDAVIT

Back-up Boiler Rental

STATE OF NEW JERSEY  )
                      ) ss:
COUNTY OF            )

I, __________________________ of the City of __________________________
in the County of __________________________ and the State of _________________
of full age, being duly sworn according to law on my oath depose and say that:

I am of the firm from ____________________________________________,
the Bidder making the Proposal for the above named project, and that I execute the said Proposal with full authority to do so; and said Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the University relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

Signature ____________________________________________

Subscribed and sworn to
Before me this _______ day of __________ 20___

Notary Public ____________________________________________

My Commission Expires ____________________________________
OWNERSHIP/STOCKHOLDER DISCLOSURE FORM

Name ___________________________________________________________

Address _______________________________________________________

City/State _______________________________________________________

In the spaces provided, list the names and addresses of all owners, partners, directors, officers and indirect owners owning 10% or more interest in the Bidder’s firm. If corporate owner, list in the spaces provided, stockholders or corporations whose ownership through the corporation is 10% or more of the Bidder. Complete the affidavit at bottom of form. If this has already been submitted to Montclair State University, use the form for any changes and complete the affidavit.

<table>
<thead>
<tr>
<th>Name</th>
<th>Street Address</th>
<th>City/Town</th>
<th>County</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

President of the Firm ______________________________________ Phone __________________

(type or print name)

I certify that

( ) List of stockholders names and addresses have been submitted to the University And it is current and correct to the best of my knowledge, with the exceptions Listed above.

( ) The list of stockholders above is current and correct to the best of my knowledge.

( ) There are no stockholders holding 10% or more interest in this corporation or firm to the best of my knowledge.

Signature of Authorized Representative ____________________________ Date __________________

Type or Print Name and Title ____________________________________
PROPOSAL FORM SIGNATURE PAGE

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

Bidder acknowledges the requirement to comply with and pay valid prevailing wage rates for all trades involved in the project for the geographical location of the project as issued by the Commissioner of the Department of Labor and Industry, Trenton, New Jersey 08625; (609) 292-2259.

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

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

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

Respectfully submitted,

Company Name

Name of Principal (please print)

Signature

Title

Business Address

Telephone Number

Date

Has there been any change in ownership information since filing your current financial experience? ( ) YES ( ) NO
(If yes, attach explanation.)
MONTCLAIR STATE UNIVERSITY
CONFLICT OF INTEREST

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

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

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

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to any State officer or employee having any duties or responsibilities in connection with the purchase acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 13D-13g.

d. Any relationships subject to this provision shall be reported in writing forthwith to Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

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

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

f. The provisions cited above in paragraph 3a. through 3e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines and Executive Commission on Ethical Standards may promulgate under paragraph 3c.
I (we), certify that I (we), have read and understand the above regulations on Conflict of Interest.

NAME OF FIRM: 

BY: 

TITLE: 

DATE: 
MONTCLAIR STATE UNIVERSITY

Exhibit B

Mandatory EEO/AA Language

(Revised 2008)
N.J.S.A. 10:5-36 et seq. N.J.A.C. 17:27

Construction Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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 on discrimination clause;

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27 7.2; provided, however, that the Division 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 Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27 7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
   (1) To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

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

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

   (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

   (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions:

   (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

      (i) 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 Division. 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.

      (ii) 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 paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

      (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a women 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 Division.

   (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 Division and submitted promptly to the Division upon request.

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

D. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an Initial Project Workforce (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter from the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budget funds, as is necessary, for on the job and/or off-the-job programs for outreach and training of minority and women.

E. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code NJAC 17:27.
SAFETY PROGRAM
FOR
MONTCLAIR STATE UNIVERSITY

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

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

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

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

A. Purpose

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

B. Organization

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

C. Responsibility

1. Contractor’s Project Safety Officer
   a. Shall enforce compliance with Owner’s Safety Program, POSHA, OSHA Standards and all other Federal, State and Local Safety Codes and Regulations.
b. Shall assist all subcontractors in planning their operations to prevent personal injury and property damage.

c. Shall schedule, chair, and distribute notification and minutes of weekly Safety Meetings.

d. Shall issue Safety Bulletins pertinent to the Project on a monthly basis, and as deemed necessary.

e. Shall receive all safety related correspondence and copies of all accident reports, not later than 24 hours after the accident, which shall be forwarded to Owner.

f. Shall inspect the project for safety compliance on a daily basis. From these inspections, reports will be issued outlining any correctional work that is required.

g. If deemed necessary, notify the subcontractor of a safety noncompliance in writing. This written notification will state the allowance time limit for compliance or that correction shall be made by Owner and back charged to the Contractor.

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

2. **Owner’s Project Safety Coordinator**

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

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

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

   d. Shall render assistance at Contractor’s Tool Box Talks if requested.

   e. Shall be notified immediately of any accidents.

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

D. Safety Meetings

1. **Weekly Project Safety Meeting**

   a. The Contractor’s Project Safety Officer shall schedule, distribute notification of and chair the Weekly Safety Meetings.

   b. The following persons are required to attend: Subcontractor’s Safety Representatives

   c. Appropriate labor supervisory personnel

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

2. **Weekly Tool Box Talks**

   a. Each subcontractor shall hold weekly Tool Box Talks.

   b. Shall be chaired by the subcontractor Safety Representative.

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

   d. The Weekly Minutes shall contain the following:

      1. Name of subcontractor and date.

      2. Name of Safety Representatives.

      3. Name all employees attending and first aid person.

      4. Number of all employees on their payroll that day.

      5. Subjects discussed.

      6. Safety observations and comments from employees

   e. The agenda for these Weekly Tool Box Talks shall be the following:
1. Review minutes of Contractor’s Weekly Safety Meeting as they affect their work.
2. Instruct their employees in the safe and efficient planning of their work.
3. Review the safety subject assigned at the Project Safety Meeting or other subject as deemed necessary.
4. Review injuries that have occurred on the Project.
5. Solicit comments and suggestions relating to safety.

E. Owner Accident Reporting Requirements

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

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

F. Visitors

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

G. Basic Principals of the Project Safety Program

1. All project employees shall comply with all Owner’s, Federal, State and Local Codes and Regulations.
2. All Contractors shall submit their Company’s Project Safety Program in writing to the Project Safety Representative prior to the start of their work. This Program shall list the positive steps the Contractor intends to utilize for the prevention of accidents to their employees, fellow workers, the general public and property of all concerned. As a minimum, the Contractor’s Safety Program shall incorporate all of the principles of Owner’s Project Safety Program.
3. All Contractors shall provide their employees with all safety and personal protective equipment and weather protective gear required for the performance of their work and enforce the use of same.
4. Each Contractor shall enforce the wearing of hard hats and safety glasses during the complete construction of this Project as a condition of employment.
5. All Project employees shall wear attire suitable for construction work. They shall wear shirts, long trousers and proper shoes at all times. No shorts or tennis shoes shall be permitted.
6. Each Contractor is responsible for all his Contractors’ and Suppliers’ safety compliance, regardless of tier, with their Company’s Project Safety Program, and all Federal, State and Local Codes and Regulations.
7. Each Contractor shall have a scheduled Inspection and Maintenance Program for all tools and equipment.
8. Each Contractor shall have at least one qualified first aid person on the project at all times. The name of this person and date of certification shall be submitted to the Project Safety Representative at the start of their work and any change shall be noted on the Weekly Tool Box Talk Minutes.
9. Each Project office and shanty shall be equipped with an OSHA approved First Aid Kit and a copy of the OSHA Construction Standards. If gang boxes are used in lieu of the shanty, the gang box shall contain the First Aid Kit and OSHA Standards. Fire Extinguishers are required in all shanties and gang boxes.
10. Metal ladders of any type and painted wooden ladders shall not be permitted on this project.
11. High Velocity Powder Actuated Tools shall not be permitted on this project.
12. Smoking, alcoholic beverages, or illegal drugs shall not be permitted on this project.
13. Radios shall not be permitted on this project.
14. Each Contractor shall supply cool drinking water for their employees, per OSHA Regulation 1926.51(a).
15. Salt tablets are no longer recommended for replacement of salt lost during hot weather or strenuous activity. Employers shall instruct their employees to replace salt lost by drinking adequate amounts of water each day and by eating balanced meals.
16. No Contractor shall permit their employees to use another Contractor’s scaffold without a written permission from the Owner of the scaffold. All scaffold shall be checked daily and before each use for safety compliance. No scaffold shall be left at anytime in an unsafe condition and shall be removed immediately if not used again.
17. All extension cords, cables and hoses shall be maintained at least 6 ft. 6 in. above the working floor. Where this is impossible, these items shall be inspected daily and repaired immediately or tagged and removed from use.
18. All electrical equipment and all extension cords shall be tested at least once every three months, per OSHA Assures Equipment Grounding Conductor Program. Each Contractor shall copy the Project Safety Coordinator with their written records showing compliance with this program at the Monthly Project Safety Meeting. Portable Ground Fault Circuit Interrupters should be used when water is present, i.e., in basements, near a concrete pour or fireproofing operation.
19. No material shall be stored within 6ft. of a floor opening of the building. For assistance with storage locations, contact the Project Safety Officer.
20. All equipment, materials and debris shall be secured at all times or removed immediately to grade level until the building is enclosed to prevent wind blown objects.
21. If, for any reason, a Contractor must remove cables, barricades or any other Safety related items in order to perform their work it shall be responsibility of that Contractor to replace them on a daily basis, and when the work and is completed. Failure to comply with this directive shall result in Owner performing this work at the Contractor’s expense.
22. Each Contractor shall be responsible for maintaining general housekeeping in their work area and all debris shall be placed in debris containers. Removal of debris from containers shall be by the Contractor.
23. For emergency purposes, each Contractor shall submit a list to Owner of key personnel, with home addresses and telephone numbers.

H. Fire Prevention

1. Purpose

We are all cognizant of the dangers associated with fires and all Project employees have a vested interest in a Fire Prevention program. The following is a guide, setting forth specific standards to aid in preventing losses as a result of fires or gases associated with combustion.
2. **Fire Emergency Procedure**
   A Fire Emergency Procedure will be written and distributed by Owner to all Contractors. This procedure will include a description of the selected fire alarm system, alarm code, reporting and immediate action instructions and evacuation plan. This Procedure shall be periodically updated, discussed and distributed at the Project Safety Meetings and shall be conspicuously posted at phones and at employee entrances per OSHA Regulation 1926.150(e) (2).

3. **Shanties and Trailers**
   a. All shall be constructed of fire retardant materials; wood shall be marked with the UL Label.
   b. Shall be heated with approved heating devices.
   c. All shall be equipped with at least one ABC #30 Fire Extinguisher in good working order with prominent signage denoting the location. Each gang box shall also have a 10# ABC Fire Extinguisher.
   d. Shall have 55 gallon waste container adjacent to them.
   e. Shall not be used to store oily rags, oily clothes or fuels.
   f. Shanties shall be continually policed by their occupants to prevent the accumulation of combustibles such as lunch wrappers and newspapers in and around the shanty.

4. **Fire Extinguishers**
   a. The Contractor shall place the required number of temporary use fire extinguishers throughout the Project. In addition, 55-gallon drums with two attached buckets and/or fire hoses attached to the waterline may be provided as deemed necessary.
   b. Additional fire extinguishers shall be provided by each subcontractor when they are engaged in fire susceptible activities, i.e., welding and burning, heaters in use and storing paints.
   c. Each shanty and each gang box shall have at least one ABC Fire Extinguisher.
   d. All fire extinguishers shall be checked weekly by the Contractor for maintenance.
   e. No fire extinguisher shall be moved or discharged except for fighting a fire. Anyone discharging an extinguisher as a prank, or attempting to remove one from the site, shall be subject to immediate dismissal.

5. **Use of Pressurized Gas Cylinders**
   a. All cylinders shall be provided with safety caps. Do not accept delivery of any cylinders not capped.
   b. Cylinders shall be stored and used in a secured vertical position. Storage areas shall be well marked and located as designated by Owner.
   c. All acetylene and fuel gas cylinders shall be separated from oxygen cylinders during storage by a minimum of 20 feet or by a noncombustible barrier at least 5 feet high with a fire resistant rating of at least ½ hour.
   d. All oxygen and acetylene cylinders in use shall be firmly secured on a special carrier intended for this purpose, with an attached fire extinguisher.

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

7. **Basic Principles for Fire Prevention**
   a. All temporary electric shall be in accordance with all existing Codes.
   b. Storage of any material within 10 feet of fire hydrants is strictly prohibited.
c. Work area shall be policed on a regular basis to prevent accumulation of materials. Highly combustible packaging materials, such as cardboard boxes and excelsior, shall not be allowed to accumulate.
d. Machinery and/or motors shall not be left running during non-working hours except as directed or approved by Owner.
e. All fuel and solvent containers shall be placed on drip pans and stored strictly according to all Federal, State and Local Codes and Regulations.
f. Solid fuel shall not be permitted on this project, per OSHA Regulation 1926.154(d). The use of Coke fueled salamanders shall be permitted only during the concrete curing process as prescribed in ANSI A10.9-1970.
g. Each contractor shall provide a fire watch an ABC #20 Fire Extinguisher when welding or burning. The potential fire area shall be checked periodically for a minimum of one hour after the welding or burning has been completed.

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

J. Emergency Numbers
Hospital (973) 655 - 5222
Fire Department (973) 655 - 5222
Police Department (973) 655 - 5222
MSU Security (973) 655 - 5222

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

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

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

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

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

Montclair State University

________________________________
Project Representative

Detach and return bottom portion

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

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

_______________________________________    _____________
Name of Company (Contractor)        Date

_____________________________   __________________________
Contractor’s Safety Officer              Signature
MONTCLAIR STATE UNIVERSITY
STANDARD CONTRACT TERMS AND CONDITIONS

I. The contractor certifies that it understands and agrees that the following terms and conditions (collectively the "University's Standard Terms and Conditions") are incorporated into any contract awarded by the University.

II. In the event the terms and conditions within the contractor’s proposal conflict with the University’s Standard Terms and Conditions, the University’ Standard Terms and Conditions will govern.

III. The contractor’s status pursuant to the contract shall be that of an independent contractor and not an employee of the University.

1. LAWS REQUIRING MANDATORY COMPLIANCE BY ALL UNIVERSITY CONTRACTORS

1.1 BUSINESS REGISTRATION (Contracts in excess of $4,515)

a. All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. The contractor must provide proof of a valid and current business registration with the Division of Revenue to the University’s Procurement Services Department before starting work under the contract. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at www.state.nj.us/njbgs/services/html.

b. All sub-contractors of the contractor must provide the contractor with a copy of a current and valid Business Registration Certificate. The contractor must forward the Business Registration Certificates of all subcontractors to the University’s Procurement Services Department prior to any subcontractor starting work under the contract.


1.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into by the University, except those contracts which are not within the scope of the Act. The contractor's acceptance of the University’s Standard Terms and Conditions is his guarantee that neither he nor any subcontractor he might employ to perform the work has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.

1.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to the contract. Therefore, all goods offered for purchase to the University must be labeled by the contractor in compliance with the provisions of the Act.
1.6 OWNERSHIP DISCLOSURE – No contract can be issued by the University unless the contractor has completed an Ownership Disclosure Form, disclosing the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.7 COMPLIANCE - LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to the contract and to the goods delivered and/or services performed under the contract.

1.8 COMPLIANCE WITH N.J.S.A. 19:44A-20.13 et seq. (“Pay to Play” Act). The University’s Procurement Services Department will provide the selected contractor with a “Contractor’s Certification and Disclosure of Political Contribution Form” to complete. The Procurement Services Department will forward the completed Form to the State Treasurer or his designee for review pursuant to the Act. In the event the State Treasurer determines that the Act precludes a contract award to the selected contractor, a contract award will not be made.

In the event a contract award is made, the contractor is under a continuing duty to disclose all contributions that may be made during the term of the contract. In such event, the contractor must immediately complete the Continuing Disclosure of Political Contributions Form and submit the completed Form to the University’s Procurement Services Department. All forms and instructions are available from the University’s Procurement Services Department.

1.9 POLITICAL CONTRIBUTION DISCLOSURE BY CONTRACTOR- If the contract is in excess of $17,500, the contractor must comply with P.L. 2005, c.271, by completing and submitting to the University’s Procurement Services Department the required Chapter 271 Political Contribution Disclosure Forms, before the effective date of the contract. Failure to comply with this political contribution disclosure requirement may result in the cancellation of the contract award and/or imposition of financial penalties by the New Jersey Election Law Enforcement Commission (“ELEC”). Additional information about this requirement is available from ELEC at 888-313-3532 or at http://www.elec.state.nj.us/.

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

1.11. SET-OFF FOR STATE TAXES AND CHILD SUPPORT- 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 set off that payment by the amount of the indebtedness.

2. LIABILITIES

2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the University and the State of New Jersey, their respective officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
2.2 INDEMNIFICATION - The contracting party shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the University, the New Jersey Educational Facilities Authority and the State of New Jersey, including their trustees, officers, employees, volunteers and agent from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney’s fees) in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property, of any person or persons whatsoever, which shall arise from or result directly or indirectly from the services provided under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 INSURANCE - The selected bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better.

The selected bidder shall provide the University’s Procurement Services Department current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the University’s Procurement Services Department. All insurance required herein shall contain a waiver of subrogation in favor of the University. All insurance required herein, except Workers’ Compensation, shall name Montclair State University, the State of New Jersey, the New Jersey Educational Facilities Authority as additional insureds.

The insurance to be provided by the contractor for the term of the contract and any agreed upon extension thereof shall be as follows.

**Commercial General Liability** insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) general aggregate, two million dollars ($2,000,000) product/completed operations aggregate. A “per location or project endorsement” shall be included, so that the general aggregate limit applies separately to the location or project that is the subject of this contract.

**Comprehensive Automobile Liability** covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence.

**Worker’s Compensation** Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of the contracting party and any subcontractor who will be engaged in the performance of this contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers’ Liability Protection with a limit of liability not less than one million dollars ($1,000,000) bodily injury, each occurrence, one million dollars ($1,000,000) disease, each employee, and one million dollars ($1,000,000) disease, aggregate limit. Lower primary limits will be accepted if employer’s liability insurance is included under the umbrella insurance and the umbrella limit exceeds the employer’s liability limit requirements.

**Excess Liability**, umbrella insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer’s liability insurance shall be provided with
minimum limits of five million dollars ($5,000,000) per occurrence, five million dollars ($5,000,000) general aggregate, and five million dollars ($5,000,000) products/completed operations.

The contractor shall require all subcontractors to comply with all of the insurance requirements described above. It is a contractor option to determine the amount of excess liability it will require its subcontractors to carry. The contractor shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor prior to the subcontractor's beginning work on the project. The contractor shall provide copies of all subcontractor certificates of insurance to the University upon request.

3. CONTRACT EXTENSION

In the event the contract has an extension option and the University determines that it is in the best interest of the University to extend the contract, the contractor will be so notified at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the extension request. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

4. CONTRACT TERMINATION

a. Change of Circumstance:

Notwithstanding any provision or language in this contract to the contrary, where the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the University's interest, the University may terminate the contract upon 30 days written notice to the contractor.

b. For cause:

1. Where the contractor fails to perform or comply with a contract, the University may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

2. Where a contractor continues to perform a contract poorly as demonstrated by documented late delivery, poor performance of service, short-shipping etc., the University may terminate the contract upon 10 days notice to the contractor.

In the event of contract termination under a. above i.e. Change of Circumstance, the contractor will be compensated by the University for goods and/or services satisfactorily performed and accepted in accordance with the contract, up to the date of termination.

In the event of termination of the contract under b. above, i.e. For Cause, the University may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the terminated contractor or, if no monies are due the terminated contractor, the difference in price shall be an obligation owed the University by the terminated contractor.

5. SUBCONTRACTING OR ASSIGNMENT

The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the University. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.
Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the University.

6. PERFORMANCE GUARANTEE

The contractor certifies that:

a. The equipment offered is standard new equipment, and is the manufacturer’s latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer’s recommendations and standard practice.

b. All equipment supplied to the University that is operated by electrical current is UL listed where applicable.

c. All new machines are to be guaranteed as fully operational for the period stated in the contractor’s proposal from time of written acceptance by the University. The contractor will render prompt service without charge, regardless of geographic location.

d. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

e. All services rendered to the University shall be performed in strict and full accordance with the specifications stated in the contract.

7. DELIVERY GUARANTEE

All items contracted for are F.O.B. Destination. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the University. The University reserves the right to deduct from the Contractor’s invoice all charges incurred by the University in the event any items are shipped and delivered on a “Collect” basis via common carrier in lieu of the specified F.O.B. Destination.

The contractor is responsible for the delivery of material in first class condition to the University in accordance with good commercial practice. The contractor shall only ship those items and quantities that are covered by contract. If a review of material received indicates that material other than that covered by the contract has been ordered and delivered, the University will take such steps as are necessary to have the material returned, regardless of the time lapsed between delivery and discovery of the violation. Compliance with this requirement is the full responsibility of the contractor.

The University shall accept deliveries during normal business hours, 7:00 a.m. to 5:00 p.m. on normal business days (Monday through Friday).

All items must be delivered into and placed at a point within the buildings as directed by the University. Notification must be given 24 hours in advance on any single item weighing over 500 pounds by calling the University’s Central Receiving at 973-655-4359.

Unloading and the placing of any supplies or equipment at specified site is the sole responsibility of the contractor. The contractor shall notify the assigned trucker for implementation of this requirement at no additional cost to the University.
In the event delivery of goods or services is not made within the number of days contracted, the University’s Procurement Services Department may authorize the purchase of the goods and services from any available source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the defaulting contractor or, if no monies are due the defaulting contractor, the difference in price shall be an obligation owed the University by the defaulting contractor.

8. MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

9. PRICE FLUCTUATION DURING CONTRACT

In the event of a contractor’s price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.

10. TAX CHARGES

The University is exempt from State sales or use taxes and Federal excise taxes. Prices charged must not include such taxes.

11. PAYMENT TO CONTRACTOR

Payment for goods and/or services purchased by the University will be made to the contractor within 30 days of the later of an acceptable invoice from the contractor or the University’s acceptance of the contracted products and/or services.

12. STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the University, pursuant to Executive Order No. 189 (1988):

a. 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 University officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any 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.

c. 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 the University officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any 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.

e. No vendor shall 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.

f. The provisions cited above in paragraph 12a. through 12e. shall not be construed to prohibit a University officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public promulgate under paragraph 12c.

13. NOTICES: All notices required under this contract shall be in writing and shall be validly and sufficiently served by the University upon the contractor if addressed and mailed by certified mail to the address set forth in the contractor’s proposal. Notices from the contractor to the University shall be addressed and mailed by certified mail to the attention of the Director, Procurement Services Department, Montclair State University, 855 Valley Road, Suite 112, Clifton, N.J. 07013.

14. CLAIMS
Claims asserted shall be subject to the New Jersey Tort Claims Act, N.J.S.A 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

15. APPLICABLE LAW: The contract and all litigation arising from or related to the contract shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

AUTHORIZED SIGNATURE

NAME

TITLE

COMPANY NAME

DATE
### General Information

**For AGENCY USE ONLY**

<table>
<thead>
<tr>
<th>Solicitation, RFP or Contract No.</th>
<th>Award Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Services</td>
<td></td>
</tr>
</tbody>
</table>

### Agency Contact Information

<table>
<thead>
<tr>
<th>Agency</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number</td>
<td>Agency Email</td>
</tr>
</tbody>
</table>

### Part 1: Vendor Information

<table>
<thead>
<tr>
<th>Full Legal Business Name</th>
<th>(Including trade name if applicable)</th>
</tr>
</thead>
</table>

**Business Type**

- Corporation
- Limited Partnership
- Professional Corporation
- General Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Liability Partnership

<table>
<thead>
<tr>
<th>Address 1</th>
<th>Address 2</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Vendor Email</th>
<th>Vendor FEIN</th>
</tr>
</thead>
</table>


I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).

   a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:

      (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor;
      (ii) Any State, county, municipal political party committee; OR
      (iii) Any legislative leadership committee.

   b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to

      (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR
      (ii) Any State, county or municipal political party committee nominating such Governor in the election preceding the commencement of said Governor’s term.

   c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to

      (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR
      (ii) Any State, county, municipal political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

**PLEASE NOTE:** Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.
### Part 3: Disclosure of Contributions Made

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

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address of Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Contribution</td>
<td>Amount of Contribution</td>
</tr>
<tr>
<td>Type of Contribution (i.e. currency, check, loan, in-kind)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contributor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relationship of Contributor to the Vendor</td>
</tr>
<tr>
<td>Contributor Address</td>
</tr>
<tr>
<td>City</td>
</tr>
</tbody>
</table>

Add a Contribution

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.
Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

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

(CHECK ONE BOX A, B or C)

(A) □ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2006).

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

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

Signed Name ___________________________ Print Name ___________________________

Phone Number ___________________________ Date ___________________________

Title/Position ___________________________

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cdt134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.
Montclair State University presently owns a critical cogeneration plant. It provides centralized steam delivery to the main campus. The plant is located at the South end of the main campus. The University is soliciting bids to provide a stand by, trailer mounted, boiler connected to the main steam header for emergency use. We are seeking a qualified contractor in accordance with the scope of work listed below.

**Scope of Work**

- Provide a 40,000 LBH boiler water tube duel fuel gas and oil
- Boiler to be trailer mounted
- Provide enclosure for the boiler controls so that operators can perform appointed tasks out of the weather.
- The boiler must be capable of being stored outdoors in winter conditions.
- Provide all necessary utilities connection (oil-gas electric water steam condensate) between the boiler and the existing cogeneration plant so that the boiler can be kept on standby and put on line within the hour.
- Provide and make any modifications that may be required by the State Of New Jersey laws.
- Provide all engineering required to size and mount the trailer and all electrical and mechanical connections as per above.
- Provide all certifications for boiler to accommodate EPA regulations (Title V emissions included)
- The bidder shall pay any permit and/or inspection fees associated with this installation.

Price will list the following:

- Initial delivery and connection and start up of the complete unit.
- Monthly cost for the rental of the unit
- Disconnection of the unit from the plant and removal of the boiler and protective housing from site.
- The Base Bid price will include all costs associated with the delivery, installation, engineering, start up, certifications and modifications to lawfully activate and put the boiler on line with the main steam plant.
- Alternate Price #1 : Bidder to provide a separate cost for connecting the boiler to all associated connections at the co-gen plant. Include any necessary engineering associated with the installation. The boiler must be capable of being stored outdoors in winter conditions. Include insulation, heat tracing, etc as necessary.
• All labor work to be done at prevailing wage rates (applies only if Alternate #1 is chosen by MSU).

Rental Period:

• The initial rental period (year 1) will be from November 1st 2010 to March 31st 2011.
  Bidder is to provide the renewal cost as follows:
  Year 2 – Nov 1, 2011 through March 31, 2012
  Year 3 - Nov 1, 2012 through March 31, 2013
  Year 4 - Nov 1, 2013 through March 31, 2014

• Prior to the expiration of the rental period, MSU will notify the renter whether or not we wish to renew for a following year (at the rates given in their proposal for that upcoming year). If MSU chooses to renew for the following year, the renter will have the option of storing the boiler onsite at its current location at no cost to MSU, or they may remove the boiler and return it onsite by the beginning of the next rental period. All costs of removal and reinstallation will be paid by the renter.

Basis of Award:

• If Alternate #1 is not selected by MSU, this bid will be awarded based on the first year rental cost (base bid).
• If Alternate #1 is selected by MSU, the basis for award will be the base bid cost plus the cost of Alternate #1.