



MONTCLAIR STATE UNIVERSITY

**[SREC-Replace Reception Desk]
[RFP # 1529]**

**REQUEST FOR PROPOSAL
FOR LUMP SUM CONSTRUCTION**

[June 16, 2022]

TABLE OF CONTENTS
 Request for Proposal No. [#1529]
[SREC-Replace Reception Desk]
Bid Due Date & Time: [July 18, 2022 at 11:00am]

SECTION 1: NOTICE TO BIDDERS	3
1.1 SCHEDULE.....	4
SECTION 2: FORM SUBMITTAL CONFIRMATION.....	5
SECTION 3: PROPOSAL FORM.....	6
3.1 ADDENDA TO BID.....	8
3.2 SINGLE BID SUBCONTRACTOR LISTING	9
3.3 PRICING FOR ALTERNATES	10
3.4 UNIT PRICES: SEPARATE BID AND SINGLE BID	11
3.5 ALLOWANCES	12
3.6 PROPOSAL FORM SIGNATURE PAGE.....	13
SECTION 4: INSTRUCTIONS TO BIDDERS	14
4.1 INSTRUCTIONS TO BIDDERS SIGNATURE PAGE	26
SECTION 5: ADDITIONAL INFORMATION AND SAMPLES	27
PUBLIC WORKS CONTRACTOR CERTIFICATE (SAMPLE).....	28
BUSINESS REGISTRATION CERTIFICATE (SAMPLE).....	29
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION (DPMC) NOTICE OF CLASSIFICATION (SAMPLE).....	30
SECTION 6: SUBMITTALS	31
ADHERENCE TO GENERAL CONDITIONS OF CONTRACT	32
BID SECURITY FORM.....	33
AGREEMENT OF SURETY FORM.....	34
BIDDER’S CERTIFICATION OF AMOUNT OF UNCOMPLETED WORK	35
OWNERSHIP DISCLOSURE FORM - Montclair State University	36
B-1: SCHEDULE OF SBE PARTICIPATION FOR CONSTRUCTION FIRMS	37
B-2: AFFIDAVIT OF OUTREACH	38
COMPANY QUALIFICATION QUESTIONNAIRE AND EXPERIENCE MATRIX	39
PROJECT EXPERIENCE FORM.....	42
SAFETY PROGRAM FOR MONTCLAIR STATE UNIVERSITY.....	43
MONTCLAIR STATE UNIVERSITY TERMS AND CONDITIONS RELATED TO COVID-19 VACCINATION AND TESTING REQUIRED BY NJ EXECUTIVE ORDER 271	50
SECTION 7: SUBMITTALS REQUIRED PRIOR TO AWARD.....	53
PERFORMANCE BOND	54
PAYMENT BOND.....	55

SECTION 1: NOTICE TO BIDDERS

The Director of Procurement Services at Montclair State University will receive bids for Request for Proposal # 1529] - [SREC-Replace Reception Desk] through [July 18, 2022] at [11:00 am] when they will be publicly opened the Third Floor Lobby of the Overlook Corporate Center, 150 Clove Road, Little Falls, NJ 07424.

Scope of Work: The project consists of replacing the current reception desk to an ADA Compliant option to better suit the needs of staff and visitors to the Student Recreation Center.]

Copies of the Request For Proposal, including Information for Bidders, bidding forms and specifications may be downloaded on or about [June 16, 2022] at <https://www.montclair.edu/procurement/bidding-opportunities/>.

A Pre-Bid Meeting and Site Inspection will be held on [June 23,2022] at the [Entrance of The Student Recreation Center]. A campus map is located at <https://www.montclair.edu/campus-map/>. Bidders are advised that attendance at both the pre-bid meeting and site visit is strongly recommended, and no special consideration will be provided to any bidder that does not attend.

Bidders are required to follow public health guidelines regarding social distancing and protective wear. Face coverings must be worn at the pre-bid meeting/walk through and bid opening. Bidders must complete the MSU Hawk Check on the internet at <https://www.montclair.edu/redhawk-restart/abouthawkcheck/> before coming to campus.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. regarding Affirmative Action; State of New Jersey Prevailing Wage Rate Act, N.J.S.A. 34:11-56.26 et seq.; and N.J.S.A. 52:25-24.2 regarding Ownership Disclosure. **Bidders shall also be classified by the Division of Property Management and Construction (DPMC) and possess a valid [C008- General Construction/C009-General Construction/Alter & Additions] with a minimum aggregate rating of [\$500,000] or more at the time of proposal submission and contract execution.** Montclair State University is an Equal Opportunity Purchaser.

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

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

Details regarding the requirements for vendors bidding this work are contained in this request for proposal. Questions shall be in writing and may be directed to [Natalie Mensah, Procurement Specialist], via e-mail at [Mensahn@montclair.edu]. No oral questions or answers shall be authorized or relied upon by bidders.

By: Shawn Laidlaw, Director of Procurement Services, Montclair State University.

1.1 SCHEDULE

The Director of Procurement Services will receive bids for:

CONTRACT: **Request for Proposal # [1529]
[SREC-Replace Reception Desk]
Lump Sum General Construction**

Event	Date	Time
Pre-bid Conference / Site Visit	June 23, 2022	1:00 PM
RFP Question Cut Off Date	June 28, 2022	2:00 PM
Addendum Issue Date (if needed) *	TBD	TBD
Bid Proposal Submission Due Date	July 18, 2022	11:00 AM

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

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

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

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

For qualifications for this RFP, please refer to the Form Submittal Confirmation pages which outlines the submittals in a chart format.

SECTION 2: FORM SUBMITTAL CONFIRMATION

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

- Form Submittal Confirmation – Signed by Principal of Company (pg. 5)
- Proposal Form – Completed and Signed by Principal of Company (pg. 6-13)
- DPMC Classification Requirement – Copy of Classification (pg. 6 for classification & pg. 30 - Sample). Provide DPMC Classification for all Subcontractors required as listed on the Single Bid Subcontractor Listing (pg. 9 - only required if DPMC classification is listed next to the Trade).
- Certification of Uncompleted Work for Bidder (pg. 35).
- Ownership Disclosure Form Signed by Principal of Company (pg. 36).
- Bid Security Form, or equivalent – Signed and Sealed by Surety and Signed and Sealed by Principal of Company (pg. 33).
- Agreement of Surety Form – Signed and Sealed by Surety (pg. 34).
- Public Works Contractor Registration Certification. Bidder and all subcontractors required to be listed on the Single Bid Subcontractor Listing. Bidders must be registered at time of bid, MSU requests copies to be submitted with bidder’s proposal. (pg. 15, # 3.5 for instructions, pg. 28 – Sample).
- Business Registration (Bidder must provide Certificate prior to award), trade license and trade registration certificates. Bidder and all subcontractors. MSU requests copies to be submitted with Bidder’s proposal. (see pg. 16, # 3.6 for instructions and pg. 29 - Sample)
- Construction Schedule (Refer to pg. 19, Section 6.5.c)
- Schedule of Values (pg. 23, #20)
- Instructions to Bidders – Signature Page Signed (pg. 26).
- Adherence to General Conditions of Contract – Signed by Principal of Firm – (pg. 32)
- Schedule of SBE Participation, MSU Form B-1 (pg. 37).
- Affidavit of Outreach, MSU Form B-2 (pg. 38).
- Company Qualification Questionnaire and Experience Matrix– Signed by Reporting Officer of Company (Including Project Experience Form and audited financial statements) (pg. 39-42).
- Safety Program – page signed by Contractor’s Safety Officer and a copy of Contractor’s Safety Program (pg. 49).
- Covid 19 Contract Addendum (pg. 50-52)
- Submittal of Insurance Certificates as per General Conditions of Contract, Article 9 “Insurances and Indemnity”

Name Printed _____

Signature _____

Title _____ Date _____

SECTION 3: PROPOSAL FORM
MONTCLAIR STATE UNIVERSITY
PROJECT NO. [1529] – [SREC-Replace Reception Desk]

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

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

This proposal will be accepted no later than **[11:00am] on [July 18, 2022]** after which time all proposals will be publicly opened and read in the **Third Floor Lobby of the Overlook Corporate Center, 150 Clove Road, Little Falls, NJ 07424.**

A. BASE BID: General Construction (Lump Sum All Trades)

The undersigned proposes to furnish all labor and materials as called for in the specifications, drawings, and RFP documents:

SINGLE BID (*Lump Sum All Trades*)

\$ _____

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

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

The Prime Contractor must be classified in [C008 -General Construction or C009 General Construction Alterations & Additions] with the Division of Property Management and Construction.

B. SCHEDULE:
[60 Calendar days from award]

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.

C. ALTERNATES: [N/A]

D. UNIT PRICES: [N/A]

E. ALLOWANCES: [N/A]

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

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

CHECK \$ _____ **BID BOND \$** _____

3.1 ADDENDA TO BID

Bidder acknowledges receipt of the following Addenda:

Addendum No.	Date of Addendum

_____ No Addenda were received for this procurement.

3.2 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 subcontractors for the categories listed below. Bidders must provide all subcontractors listed below however if the Bidder intends to complete the categories with his own staff, include “own staff” notation in the appropriate category. Bidders may add other subcontractors not listed as applicable. **All Subcontractors listed must be N.J. Public Works registered at the time of the bid date. DPMC classification is required for Subcontractors if a DPMC Code is listed after the Trade.**

TRADE	FIRM	LICENSE No.	SBE Registration No.	ADDRESS
1. General Construction (DPMC C008/C009)				
2. Electrical				

Use additional pages if necessary, providing information in the columns above

3.3 PRICING FOR ALTERNATES

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

ALTERNATE ADDITIVE PROPOSALS:

(See Specifications and Drawings for full descriptions).

Alternate No. and Description	Add the Sum of \$
N/A	

ALTERNATE DEDUCTIVE PROPOSALS:

(See Specifications and Drawings for full descriptions).

Alternate No. and Description	Deduct the Sum of \$
N/A	

3.4 UNIT PRICES: SEPARATE BID AND SINGLE BID

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

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

ADDITIVE UNIT PRICES:

Unit Prices Item No.	Description of Item	Pay Unit	Unit Price
			Additive
1	N/A		

DEDUCTIVE UNIT PRICES:

Unit Prices Item No.	Description of Item	Pay Unit	Unit Price
			Deductive
1	N/A		

3.5 ALLOWANCES

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

Description	Allowance
N/A	N/A

3.6 PROPOSAL FORM SIGNATURE PAGE

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

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

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

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

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

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

Respectfully submitted,

Company Name: _____

Name of Principal (please print): _____

Title: _____

Business Address: _____

Telephone Number: _____

Date: _____

Signature: _____

SECTION 4: INSTRUCTIONS TO BIDDERS
MONTCLAIR STATE UNIVERSITY
PROJECT NO. [#1529] – [SREC-Replace Reception Desk]

Date Due: [July 18, 2022 and 11:00 am]

1. Bid Proposals – Preparation and Submittal

- 1.1 The closing date and time for bids will be stated in the Advertisement and the Proposal Form. Bidders are cautioned that reliance on the U.S. Mail for timely delivery of proposals is at the Bidder’s risk. **Failure by the Bidder to have sealed proposals reach Montclair State University by the prescribed date and time will result in a return of the submission unopened and unread.**
- 1.2 Bid Proposals must be properly completed and submitted on the standard form provided by the University enclosed in a sealed envelope and received and time-stamped by the Office of the Director of Purchasing. **Proposals must be marked “RFP # [1529-SREC-Replace Reception Desk]”**
- 1.3 All amounts in the bid documents shall be stated in both words and numerical figures.
- 1.4 Proposals not submitted and filed in accordance with instructions contained herein and in the Advertisement for Bids may be considered informal and rejected as non-responsive.
- 1.5 Proposals shall remain open for acceptance and may not be changed or withdrawn for a period of sixty (60) days after the Bid Opening Date.
- 1.6 **The Bidder is to include in the bid envelope, all documents outlined in the Form Submittal Confirmation form, unless otherwise noted.**
- 1.7 Bid proposals based upon the Specifications, Drawings, General, Special and Supplementary Conditions and Bulletins shall be deemed as having been made by the Contractor with full knowledge of the conditions therein. Bidders are required to visit the site prior to submitting proposals for the work herein described and to have thoroughly examined the conditions under which the Contract is to be executed including those reasonably observable conditions of the premises which would hinder, delay or otherwise affect the performance of the Contractor required under the terms of the Contract. The University will not allow claims for additional costs as a result of the Contractor’s failure to consider the reasonably observable conditions affecting required performance. The Bidder is required to make appropriate allowances in the preparation of its Bid for the accommodation of such conditions. Bidders must warrant in the Bid Documents that the Bidder is familiar with conditions existing at the site at the time the Bid is submitted.
- 1.8 Under the bidding laws of the State of New Jersey, bid proposals may be solicited in the following ways: **Multiple Prime, Single Prime**, or both. The University reserves the right to award the contract on the basis of the single bid for the entire work.
- 1.9 Single **Prime Bid** means a Lump Sum bid for all work and materials required to complete the entire project if awarded as a single contract. Proposal Forms shall be checked for Single Bid (Lump Sum all Trades) and pricing entered opposite Single Bid (Lump Sum all Trades) designation.
- 1.10 **All forms, certificates, etc. that are required to be completed and submitted with the bid proposal are listed in Section 2 of the RFP "Form Submittal Confirmation". The list in the "Form Submittal Confirmation" Section of the RFP is all inclusive. Any additional requirements for forms, certificates etc. contained in the RFP will be treated as part of the standard submittal process after bid opening.**

In the event any RFP addendum issued requires the submission of forms, certificates, etc., such forms, certificates, etc. will only be required to be submitted with the bid proposal if the addendum issued also amends the Section 2 of the RFP "Form Submittal Confirmation" Section of the RFP to include such forms, certificates etc. Absent Section 2 of the RFP "Form Submittal Confirmation" being amended in the addendum issued, any additional requirements for forms, certificates, etc. contained in an addendum to the RFP will be treated as part of the standard submittal process after bid opening.

Bidders are to supply 1 original (marked) and 1 electronic copy (preferably on a flash drive) of their bid proposal to the University.

2. Addenda and Interpretations

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

3. Bidder Qualifications

- 3.1 Bidders must have sufficient qualified personnel and equipment to perform fully the prescribed services delineated and specified in the bid documents in accordance with the schedule for the project. Bidders must have demonstrated experience of successfully completing projects of comparable size and scope as identified in the bid documents. Bidder must submit evidence to satisfy all qualification requirements as required by the RFP which are also described in Section 6.
- 3.2 If the successful bidder is a corporation not organized under the laws of the State of New Jersey or is not authorized to do business in this State, the awards of the contract shall be conditioned upon the prompt filing by the said corporation of a certificate to do business in this State and complying with the laws of this State in that regard. This filing must be made with the Department of State. No contract will be signed until the Department of State confirms this authorization.
- 3.3 As evidence of the Bidder's qualification, the bidder must submit each of the following: a) Fully completed Company Qualification Questionnaire including the Project Experience Form that includes a minimum of five (5) projects completed of similar scope and complexity within the last five years and audited financial statement.
- 3.4 Contractors and Subcontractors must be licensed under the provisions of the New Jersey State construction code.
- 3.5 The Bidder should provide, prior to contract award, copies of current N.J. Public Works Registration Certificates for the Bidder and all Subcontractors required to be listed on the Single Bid Subcontractor Listing. The Public Works Contractor Registration Act, N.J.S.A. 34:11 – 56.51 et seq., requires that all bidders and all Subcontractors listed in a bid on a public work must be registered with the Department of Labor and Workforce Development to protect workers and facilitate enforcement of state prevailing wage laws. Bidders must be registered at time of bid, Certificate must be provided prior to award

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

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

3.6 **Requirements Regarding Business Registration Form**

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

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

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

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

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

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

Pursuant to N.J.S.A. 52:34-13.2 and when applicable to the total value of the contract, contractor represents and warrants that the goods and/or services shall be created or performed entirely within the United States. In the event contractor's goods and/or services are not created or performed entirely within the United States, contractor shall demonstrate to Montclair that there is no other available 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 Montclair to terminate the contract immediately and Montclair shall have no obligation to make payment to the contractor. Signature on the Proposal Form indicates representation of the above.

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

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

3.8.1 **Definitions** - For the purpose of this section, the following shall be defined as follows:

- 3.8.1.1 *Contribution* – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:44A-1 et seq. Currently, contributions in excess of \$400 during a reporting period are deemed "reportable" under these laws. As of January 1, 2005, that threshold will be reduced to contributions in excess of \$300.
- 3.8.1.2 *Business Entity* – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C. 527 that is directly or indirectly controlled by

the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

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

3.8.3 Certification and Disclosure Requirements

3.8.3.1 The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods. Accordingly, the Business Entity shall submit with its bid proposal the Political Contribution Disclosure in this RFP certifying that no contributions prohibited by N.J.S.A. 19:44A-20.13, et. seq. have been made by the Business Entity. A separate Certification is required for each person or organization defined above as a Business Entity.

3.8.3.2 Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7, in the Political Contribution Disclosure form attached to this RFP. A separate Disclosure is required for each person or organization defined above as a Business Entity. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Disclosure(s) within five (5) business days of the State's request.

3.8.3.3 Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. Contractor shall use **MSU's Political Contribution Disclosure Form**. A separate Disclosure is required for each person or organization defined above as a business entity.

3.8.4 **State Treasurer Review** - The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

3.9 In the event of a single bid for all the work (Single Prime), the Bidder shall include the name, address, and license number of its principal Subcontractors (if applicable) in all the categories listed on the Single Bid Subcontractor Listing in the Proposal Form for the project. Please include the SBE registration number for any listed subcontractor registered with NJ Commerce as a Small Business Enterprise (SBE) firm.

3.10 The classification data requested in the Company Qualification Questionnaire is for informational purposes only. The University may use the prequalification dollar limits submitted to assist in the overall evaluation of the bidder's financial

resources and capability. The University reserves the right to use other financial data available in accordance with the bidder qualification evaluation process.

3.11 The University reserves the right, in accordance with applicable law, to reject a bidder at any time prior to the signing of a contract if information or data is obtained which, in the opinion of the Contracting Officer, adversely affects the responsibility and/or the capability of the Bidder to undertake and complete the work regardless of the bidder's previous qualification. The University may, in accordance with applicable law, conduct any investigation as deems necessary to determine the Bidder's responsibility and capacity and the Bidder must furnish all information and data for this purpose as the University may request.

4. Bid Security

4.1 Each proposal must be accompanied by a *Bid Bond*, *Certified* or *Cashier's Check* ("Bid Security") made payable to Montclair State University equal to ten percent (**10%**) of the amount of the proposal as evidence of good faith, which guarantees that if the proposal submitted by the Bidder is accepted, the Bidder will enter into the Contract and will furnish the required Contract Documents and *Surety Bonds*. Bid Security will be held, retained or returned in accordance with Section 6.2 and 6.3 of the RFP. If a Bid Bond is submitted, it shall also provide that the Surety issuing the Bid Bond is bound to issue the required *Payment* and *Performance Bonds*, if the Bidder is awarded the Contract. If the Bidder whose proposal is accepted is unable to provide the *Performance* and *Payment Bonds* or fails to execute a Contract, then such Bidder and the *Bid Bond Surety* shall be obligated to pay Montclair State University the difference between the amount of the bid and the amount which the University contracts to pay another party to perform the work. The University reserves the right to retain any Certified or Cashier's Check deposited hereunder as reimbursement for the difference as aforesaid, and shall return any unrequited balance to the bidder. Should there be a deficiency in the amount of the Bid deposit, the Bidder and the Surety shall pay the entire amount of the difference in cost upon demand. The Contractor shall construe nothing contained herein as a waiver of any other legal remedies the University may have by reason of a default or breach.

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

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

5. Insurance Requirements

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

6. Consideration of Bids

6.1 The following criteria will be used to evaluate all bid proposals from general contractors. The criteria are not necessarily listed in order of importance:

6.1.1 Demonstration of satisfaction of all qualification criteria

6.1.2 Ability to meet the specifications in this RFP

6.1.3 Price and Schedule of Values

6.1.4 Construction Schedule for completion, potential delivery and availability date for use of space by University as intended

6.1.5 Demonstration of prior satisfactory experience in general construction projects.

6.1.6 Demonstration of satisfactory experience renovating or constructing similar projects for a Higher Education use, preferably in New Jersey

6.1.7 Demonstration of a high satisfactory prior performance on projects of similar scope and size

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

7. Award of Contracts:

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

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

8. Rejection of Bids

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

9. Performance and Payment Bonds

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

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

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

10. Liquidated Damages

10.1 The University includes liquidated damages of [**\$250.00**] per day for the violation of the contract or the failure to perform the contract as stipulated in the General Conditions or Supplemental General Conditions, if any (attached).

11. Offer of Gratuities

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

12. Federal Excise Taxes and States Tax

12.1 In general, Bidders, in preparing their bids, must take into consideration applicable Federal and State Tax Laws.

12.2 Materials, supplies or services for exclusive use in erecting structures, buildings or otherwise improving, altering or repairing University owned property, are exempt from the State Sales Tax. Bidders must make their own determinations as to the current status and applicability of any Tax Laws and the Contractor may make no claim based upon any error or misunderstanding as to the applicability of any Tax Laws.

12.2.1 Purchases or rentals of equipment are not exempt from tax under the State Sales Tax Act.

13. Restrictive Specifications

13.1 If a Bidder determines before the bid due date, that any portion of the Specifications or Drawings require a particular product which can be provided by only one supplier or manufacturer, with the result that competitive prices are not available, he shall immediately notify the Contracting Officer and the Architect/Engineer in writing of such fact.

13.2 If such notice is not given in a timely manner, it shall be assumed that the Bidder has included the estimate of such sole source in the Bid. In the alternative, if the Contracting Officer and Construction Manager are notified in a timely manner of the requirement in the specifications of a sole source of supply or manufacture, the Contracting Officer may order the project re-bid or may take any other lawful action.

14. Set Aside Program for SBE – Construction

14.1 The University requires bidders to make a good faith effort to provide practical opportunities for SBE firms to participate in the performance of this contract as subcontractors, consistent with the overall 25% SBE goal established for construction by the New Jersey Economic Development Authority (NJEDA). **SBE subcontracting goals are not applicable if the bidder is currently registered with NJEDA as an SBE firm when the proposal is submitted.**

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

14.2.1 Identifying the bidder as a registered SBE, and attaching a copy of the SBE Registration Certification, or

14.2.2 Identifying all SBE firms proposed as subcontractors on the project including their New Jersey Economic Development Authority (NJEDA) SBE Registration numbers, the SBE category in which they are registered and the proposed percentage of the contract with each SBE Subcontractor is to perform.

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

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

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

Category 4 - Gross revenues not exceeding \$1,000,000

Category 5 - Gross revenues not exceeding the applicable annual revenue standards set forth in 13 CFR 121.201

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

15. Affirmative Action Requirements

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

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

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

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

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
 2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
 3. The Contractor shall actively solicit and shall provide MSU with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
 4. The Contractor shall provide evidence of efforts described at 2 above to MSU no less frequently than once every 12 months.
 5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.
16. **FEDERALLY FUNDED PROJECT CONTRACTS** – When applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. The federal government is not funding the project undertaken by this RFP.

17. Mandatory ELEC Disclosure Requirements – Chapter 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility

to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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

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

19. Disclosure of Investment Activities in Iran

Pursuant to N.J.S.A. 52:32-59, contractor represents and warrants that: a) it is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and b) is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, that person or entity will use to provide goods or services in the energy sector in Iran. A breach of this representation and warranty shall permit Montclair to terminate the contract immediately and Montclair shall have no obligation to make payment to the contractor. A breach of this representation and warranty shall be a material breach and permits Montclair to terminate the contract and subject the contractor to civil and criminal penalties by the State of New Jersey pursuant to N.J.S.A. 52:32-59. Signature on the Proposal Form indicates representation of the above.

20. Schedule of Values

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

21. Contact During The Bidding Process

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

21.1 [Natalie Mensah, Procurement Specialist] by email at [Mensahn@montclair.edu]

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

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

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

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

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

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

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

25. Non-Collusion

Contractor warrants and represents that contractor 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 Montclair entering into a contract with contractor. Signature on the Proposal Form indicates representation of the above.

26. Montclair's Terms and Conditions Related to COVID-19 Vaccination and Testing

Pursuant to N.J. Executive Order 271 signed by Governor Murphy and effective on October 20, 2021, and to the extent applicable, contractor agrees to the terms and conditions set forth in Montclair's Terms and Conditions Related to COVID-19 Vaccination and Testing ("COVID-19 Contract Addendum") which are incorporated by reference as if fully restated herein and set forth on Montclair's website at: <https://www.montclair.edu/procurement/forms/>. The COVID-19 Contract Addendum shall automatically terminate when N.J. Executive Order 271 is rescinded.

27. Standards Prohibiting Conflicts of Interest

The following prohibitions on contractor activities shall apply to all contracts with Montclair pursuant to Executive Order No. 189 (1988) and N.J.S.A. 52:13D-19:

- 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 Montclair 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.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Montclair 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 Montclair, 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.
- d. The contractor shall not influence, or attempt to influence or cause to be influenced, any Montclair 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
- e. The contractor shall not cause or influence, or attempt to cause or influence, any Montclair 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 shall not be construed to prohibit a Montclair 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.

Signature on the Proposal Form indicates representation of the above.

28. Russia/Belarus Disclosure

Pursuant to N.J. L. 2022, c. 3, contractor represents and warrants that: a) contractor is not a company in which the Government of Russia or Belarus has any direct equity share; (2) contractor does not have any business operations that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) contractor is not headquartered in Russia and does not have its principal place of business in Russia or Belarus, and (4) contractor is not

supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit. Signature on the Proposal Form indicates representation of the above.

29. Equal Employment Opportunity Language

The Contractor agrees to the Equal Opportunity language outlined in General Conditions Section 11.2. This includes, but is not limited to, the mandatory equal employment opportunity language 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27-1.1 et seq. as well as the additional mandatory construction contract language for state agencies, independent authorities, colleges and universities only.

4.1 INSTRUCTIONS TO BIDDERS SIGNATURE PAGE
RFP [#1529] – [SREC-Replace Reception Desk]

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

NAME OF FIRM

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

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

SECTION 5: ADDITIONAL INFORMATION AND SAMPLES

PUBLIC WORKS CONTRACTOR CERTIFICATE (SAMPLE)

Certificate Number	Expiration Date
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State of New Jersey



Department of Labor
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

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

2004

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



Albert G. Knoll


ALBERT G. KNOLL, Commissioner
Department of Labor

NON TRANSFERABLE

More information is available at

<https://www.nj.gov/labor/wageandhour/registration-permits/register/publicworksregistration.shtml>.

BUSINESS REGISTRATION CERTIFICATE (SAMPLE)

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107300	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-04)	Acting Director	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

More information is available at
<https://www.state.nj.us/treasury/revenue/busregcert.shtml>.

DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION (DPMC) NOTICE OF CLASSIFICATION (SAMPLE)

COMPANY NAME
ADDRESS

State of New Jersey



**DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034**



NOTICE OF CLASSIFICATION

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

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
Unlimited	C008 -GENERAL CONSTRUCTION	03/17/2018	03/16/2020

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](#).

More information is available at
<https://www.state.nj.us/treasury/dpmc/forms.shtml?search=classification>.

SECTION 6: SUBMITTALS

Note: This does not include all submittals, please ensure Section 2: Form Submittal Confirmation is reviewed in full and all submittals are provided with your firm's submission.

ADHERENCE TO GENERAL CONDITIONS OF CONTRACT

I certify that I have read and understand Montclair State University’s General Conditions of Contract (and Supplemental General Conditions, if any) for RFP No. [1529] and accept without exceptions all terms and conditions contained therein.

Name of Firm: _____

**Authorized
Signature:** _____

Name (print): _____

Title: _____

Date: _____

**BID SECURITY FORM
MONTCLAIR STATE UNIVERSITY**

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

as Principal, and

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

_____ **Dollars**

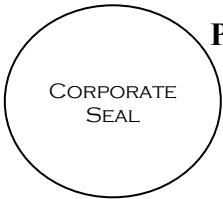
(\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ *day of* _____ *20*__

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

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

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



Principal _____ *(L.S.)*

Surety _____



BY _____

**AGREEMENT OF SURETY FORM
MONTCLAIR STATE UNIVERSITY**

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

for which the preceding proposal is made, be awarded to

of

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

Signed, Sealed and Dated **Surety:**

by _____

**BIDDER’S CERTIFICATION OF AMOUNT OF UNCOMPLETED WORK
MONTCLAIR STATE UNIVERSITY**

RFP [#1529] – [SREC-Replace Reception Desk]

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

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

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

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

Affix
corporate
seal
here

By: _____
Name of Firm

Signature

Title Date

Sworn to and
subscribed before me
this ____ day of 2022.

Business Address

Notary Public

OWNERSHIP DISCLOSURE FORM - Montclair State University

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

1. The vendor is a **Non-Profit Entity**; and therefore, no disclosure is necessary. (Yes/No) _____
2. The vendor is a **Sole Proprietor**; and therefore, no other disclosure is necessary. (Yes/No) _____
 A Sole Proprietor is a person who owns an unincorporated business by himself or her-self. A limited liability company with a single member is not a Sole Proprietor.

3. The vendor is a **corporation, partnership, or limited liability company**; and therefore, disclosure is necessary. (Yes/No) _____
 If you answered **YES** to Question 3, you must disclose the following information 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			NAME		
ADDRESS			ADDRESS		
ADDRESS 2			ADDRESS 2		
CITY	STATE	ZIP	CITY	STATE	ZIP

NAME			NAME		
ADDRESS			ADDRESS		
ADDRESS 2			ADDRESS 2		
CITY	STATE	ZIP	CITY	STATE	ZIP

4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 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? (Yes/No) _____

If you answered **YES** to Question 4, you must disclose the following information 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			NAME		
ADDRESS			ADDRESS		
ADDRESS 2			ADDRESS 2		
CITY	STATE	ZIP	CITY	STATE	ZIP

NAME			NAME		
ADDRESS			ADDRESS		
ADDRESS 2			ADDRESS 2		
CITY	STATE	ZIP	CITY	STATE	ZIP

5. As an alternative to completing this form, 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, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest. *

* Attach additional sheets if necessary

B-1: SCHEDULE OF SBE PARTICIPATION FOR CONSTRUCTION FIRMS

RFP NO: _____

PROJECT: _____

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

* This information must be submitted at project completion.

FIRM (Print Name)

PREPARED BY (Print Name and Title)

BIDDER'S SBE REGISTRATION NO. (if applicable)

FIRM ADDRESS

SIGNATURE

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

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

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

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

_____ *being duly sworn, deposes and says:*

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

Name of Firm

Signature _____ **Title** _____

Business Address _____

Telephone Number _____

Sworn to before me this _____ day of _____ 20____
Notary Public _____ **My Commission Expires** _____ 20____

COMPANY QUALIFICATION QUESTIONNAIRE AND EXPERIENCE MATRIX

I. ORGANIZATION

Company Name: _____

Parent Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Contact Person: _____

Name

Title

Check () Corporation () Partnership
Applicable () Sole Proprietor () Small Business-**Category 4**
() Small Business – **Category 5**

The State of New Jersey defines Small Business for *construction services* as follows

- Business has no more than 100 full time employees
- Gross Annual Revenue do not exceed \$1 million – **Category 4**
- Gross Annual Revenue do not exceed revenue standard as set by 13 CFR 121.201 – **Category 5**
- Management owning at least 51% interest in the business
- Must be incorporated or registered to do business in New Jersey

Is your company registered with NJ Department of Treasury, Division of Revenue? () Yes () No

If yes, please provide registration certificate with the questionnaire

Optional Data

Do you consider your business to be () **Minority - MBE** () **Women Owned – WBE**

If MBE please specify ethnicity _____

State of Incorporation: _____

Date of Incorporation: _____

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

Number of Years in the Industry? _____

Number of Years in the College/University Industry? _____

II. CONSTRUCTION EXPERIENCE

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

Percentage of contract work performed by your own employees _____ %

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

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

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

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

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

III. LICENSE INFORMATION

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

IV. BONDING CAPACITY

On a separate sheet, list the name of the bonding company and agent authorized to issue bid, payment and performance bonds in the State of New Jersey.

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

V. CERTIFICATION

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

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

- a. Trade Classification (Note it must be [C008 orC009] to be qualified) – _____
- b. Aggregate Rating Limit (Note it must be [\$500,000] to be qualified) – _____
- c. Effective and expiration dates of existing DPMC certification - _____
- d. Total amount of outstanding uncompleted contracts – _____

VI. FINANCIAL

On a separate sheet, provide a certified audited financial statement, including your company’s latest balance sheet and income statement showing current assets, net fixed assets, other assets, current liabilities and other liabilities.

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

VII. REFERENCES

On a separate sheet, list the following references (Name, Address, Telephone Number, Contact Name):

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

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

Signature of Reporting Officer: _____

Signature

Name

Title

PROJECT EXPERIENCE FORM

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

SAFETY PROGRAM FOR MONTCLAIR STATE UNIVERSITY

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

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

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

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

A. Purpose

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

B. Organization

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

C. Responsibility

1. Contractor's Project Safety Officer
 - a. Shall enforce compliance with Owner's Safety Program, POSHA, OSHA Standards and all other Federal, State and Local Safety Codes and Regulations.
 - b. Shall assist all subcontractors in planning their operations to prevent personal injury and property damage.
 - c. Shall schedule, chair, and distribute notification and minutes of weekly Safety Meetings.
 - d. Shall issue Safety Bulletins pertinent to the Project on a monthly basis, and as deemed necessary.
 - e. Shall receive all safety related correspondence and copies of all accident reports, not later than 24 hours after the accident, which shall be forwarded to Owner.
 - f. Shall inspect the project for safety compliance on a daily basis. From these inspections, reports will be issued outlining any correctional work that is required.

- g. If deemed necessary, notify the subcontractor of a safety noncompliance in writing. This written notification will state the allowance time limit for compliance or that correction shall be made by Owner and back charged to the Contractor.
- h. Shall appoint the Project Safety Labor Committee who shall assist with the implementation of this Safety Program

2. Owner's Project Safety Coordinator

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

D. Safety Meetings

1. Weekly Project Safety Meeting

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

2. Weekly Tool Box Talks

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

E. Owner Accident Reporting Requirements

1. At the project's inception
 - a. A Medical Emergency Procedure shall be written and distributed by Owner to all Project employees via the Contractor.
 - b. Contractor shall make provisions for and prepare for the immediate and proper first aid and/or medical/hospital treatment in case of an injury.
2. In case of an injury
 1. Seek immediate medical attention for the injured, implement the Medical Emergency Procedure.
 2. 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 any time in an unsafe condition and shall be removed immediately if not used again.
17. All extension cords, cables and hoses shall be maintained at least 6 ft.6in. above the working floor. Where this is impossible, these items shall be inspected daily and repaired immediately or tagged and removed from use.
18. All electrical equipment and all extension cords shall be tested at least once every three months, per OSHA Assures Equipment Grounding Conductor Program. Each Contractor shall copy the Project Safety Coordinator with their written records showing compliance with this program at the Monthly Project Safety Meeting. Portable Ground Fault Circuit Interrupters should be used when water is present, i.e., in basements, near a concrete pour or fireproofing operation.
19. No material shall be stored within 6ft. of a floor opening of the building. For assistance with storage locations, contact the Project Safety Officer.
20. All equipment, materials and debris shall be secured at all times or removed immediately to grade level until the building is enclosed to prevent windblown objects.
21. If, for any reason, a Contractor must remove cables, barricades or any other Safety related items in order to perform their work it shall be responsibility of that Contractor to replace them on a daily basis, and when the work and is completed. Failure to comply with this directive shall result in Owner performing this work at the Contractor's expense.
22. Each Contractor shall be responsible for maintaining general housekeeping in their work area and all debris shall be placed in debris containers. Removal of debris from containers shall be by the Contractor.
23. For emergency purposes, each Contractor shall submit a list to Owner of key personnel, with home addresses and telephone numbers.

H. Fire Prevention

1. Purpose

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

2. Fire Emergency Procedure

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

3. Shanties and Trailers

- a. All shall be constructed of fire-retardant materials; wood shall be marked with the UL Label.
- b. Shall be heated with approved heating devices.
- c. All shall be equipped with at least one ABC #30 Fire Extinguisher in good working order with prominent signage denoting the location. Each gang box shall also have a 10# ABC Fire Extinguisher.
- d. Shall have 55-gallon waste container adjacent to them.
- e. Shall not be used to store oily rags, oily clothes or fuels.

- f. Shanties shall be continually policed by their occupants to prevent the accumulation of combustibles such as lunch wrappers and newspapers in and around the shanty.

4. Fire Extinguishers

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

5. Use of Pressurized Gas Cylinders

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

6. Temporary Heat

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

7. Basic Principles for Fire Prevention

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

I. Conclusion

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

J. Emergency Numbers

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

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

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

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

L. Compliance Agreement

After you have read Owner's Project Safety Program, return the acknowledgement page to the University.

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.

**CONTRACTOR ACKNOWLEDGEMENT OF
MONTCLAIR STATE UNIVERSITY SAFETY PROGRAM**

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 TERMS AND CONDITIONS RELATED TO
COVID-19 VACCINATION AND TESTING REQUIRED BY NJ EXECUTIVE ORDER
271**

(hereinafter referred to as “COVID-19 CONTRACT ADDENDUM” or “ADDENDUM”)

1. This COVID-19 Contract Addendum does not apply to contracts providing financial assistance to or from the University, including but not limited to grants, bonds, or loans; contracts or subcontracts whose total value is less than the University’s bid advertising threshold; contracts where workers perform work entirely outside of the State of New Jersey; and/or contracts solely for the provision of goods.
2. For purposes of this COVID-19 Contract Addendum, the term “Covered Contractor” means, unless otherwise excluded by paragraph 1 above, contracts executed on and after October 20, 2021, requests for proposal soliciting a contract issued on and after October 20, 2021, extension or renewal of an existing contract executed on and after October 20, 2021, and option on an existing contract exercised on and after October 20, 2021, and: a) where the contract is for services, construction (including demolition, remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work) or a leasehold interest in real property through which the workers of covered contracts have access to State property, and b) the cost or contract price thereof is to be paid, in whole or in part, with or out of University funds.
3. For purposes of this COVID-19 Contract Addendum, the term “Covered Worker” means any full-time or part-time worker for a covered contractor working on or in connection with a contract with Montclair State University that requires such worker to enter, work at, or provide services in any place, site, installation, building, room, or facility in which Montclair State conducts official business or is within the University’s custody or control, or that relates to offering services for University employees or their dependents, students, or the general public.
4. Covered Contractors agree that the following terms and conditions are incorporated into the contract awarded by the University and any of Covered Contractor’s subcontracts at any tier.
5. Covered contractors shall require all covered workers to either provide adequate proof to the covered contractor that they have been fully vaccinated or submit to COVID-19 testing no less than one or two times per week. Any covered worker that has not provided adequate proof that the covered worker is fully vaccinated must submit to a minimum of weekly or twice weekly testing on an ongoing basis until fully vaccinated.
6. Covered contractors shall cause their covered workers to demonstrate proof of full COVID-19 vaccination status by presenting the following documents to the covered contractor if they list COVID-19 vaccines currently authorized by the U.S. Food & Drug Administration (“FDA”) for emergency use (“EUA”) in the United States and/or the World Health Organization (“WHO”), along with an administration date for each dose:
 - a. The CDC COVID-19 Vaccination Card issued to the vaccine recipient by the vaccination site, or an electronic or physical copy of the same;
 - b. Official record from the New Jersey Immunization Information System or other State immunization registry;

- c. A record from a health care provider's portal/medical record system on official letterhead signed by a licensed physician, nurse practitioner, physician's assistant, registered nurse or pharmacist;
- d. A military immunization or health record from the United States Armed Forces; or
- e. Docket mobile phone application record or any state specific application that produces a digital health record.

Covered contractors collecting vaccine information from covered workers must comport with all federal and State laws, including but not limited to the Americans with Disabilities Act, that regulate the collection and storage of that information.

- 7. To satisfy the testing requirement, a covered worker who is not vaccinated must undergo screening testing at minimum one to two times weekly. Where a covered contractor requires an unvaccinated covered worker to submit proof of a COVID-19 test, the worker may choose either antigen or molecular tests that have EUA by the FDA or are operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Where a covered contractor provides the unvaccinated covered worker with on-site access to COVID-19 tests, the covered contractor may similarly elect to administer or provide access to either an antigen or molecular test. If the covered worker is not working on-site during a week where testing would otherwise be required, the covered contractor's policy need not require the worker to submit to testing for that week. This requirement shall not supplant any requirement imposed by the covered contractor regarding diagnostic testing of symptomatic workers or screening testing of vaccinated workers.
- 8. For purposes of this Addendum, a covered worker shall be considered fully vaccinated for COVID-19 two weeks or more after they have received the second dose in a two-dose series of a vaccine or two weeks or more after they have received a single-dose vaccine. Individuals will only be considered fully vaccinated where they have received a COVID-19 vaccine that is currently authorized for emergency use by the FDA or the WHO, or that are approved for use by the same. Workers who are not fully vaccinated, or for whom vaccination status is unknown or who have not provided sufficient proof of documentation, shall be considered unvaccinated for purposes of this Addendum.
- 9. Covered contractors shall track test results from testing required by this Addendum and must report results to local public health departments.
- 10. In the event this Addendum is signed at the time of bid or proposal for a contract, or prior to executing a contract to be awarded by the University, the undersigned hereby certifies that it shall comply with this Addendum by having the policies and practices required by this Addendum in place, and shall collect all data necessary for compliance with this Addendum. Covered contractors further certify that, at the time of submission of an invoice, they have complied with this Addendum during the period of time covered by the invoice.
- 11. Nothing in this Addendum shall prevent a covered contractor from instituting a vaccination or testing policy that includes additional or stricter requirements, so long as such policy comports with the minimum requirements of this Addendum. A covered contractor may also maintain a policy that requires more frequent testing of covered workers.

The parties agree this Addendum may be unilaterally revised by the University to comply with any directive issued by the State of New Jersey supplementing the requirements outlined in Executive Order 271, which may include, but not be limited to, any requirements for reporting vaccination and testing data to the NJ Department of Health. Covered Contractor recognizes and agrees that actions taken by the Commissioner of NJDOH

pursuant to Executive Order 271 shall not be subject to the requirements of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. This Addendum shall remain in effect until revoked or modified by the University.

AUTHORIZED SIGNATURE

NAME

TITLE

COMPANY NAME

DATE

SECTION 7: SUBMITTALS REQUIRED PRIOR TO AWARD

PERFORMANCE BOND

BOND NO. _____

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

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

Signed this _____ day of _____ 20_____

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

for

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

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

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness BY _____

Witness as to Surety BY _____
Attorney-in-Fact

Countersigned

this _____ day _____ 20_____

BY _____ NOTE: GENERAL POWER OF ATTORNEY AND

THE CURRENT FINANCIAL STATEMENT OF THE BONDING COMPANY MUST BE ATTACHED TO EACH COPY OF THE PERFORMANCE BOND.

PAYMENT BOND

BOND NO.

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

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

SIGNED this _____ day of _____ 20

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

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

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

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

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

_____ **BY:** _____ Witness

_____ **BY:** _____
Witness as to Surety **ATTORNEY-IN-FACT**

Countersigned

this _____ day of _____ 20

BY: