



# REQUEST FOR

# PROPOSAL

(RFP) # 1587

CONSTRUCTION

**CarParc Diem Waterproofing Repair**

January 19, 2024

**MONTCLAIR**  
STATE UNIVERSITY

**Request for Proposal No. 1587**  
**CarParc Diem Waterproofing Repair**  
**Bid Due Date & Time: February 16, 2024**

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## SECTION 1: NOTICE TO BIDDERS

**The Director of Procurement Services at Montclair State University will receive bids for Request for Proposal # 1587 – CarParc Diem Waterproofing Repair through February 16, 2024 at 11:00 AM when they will be publicly opened in the Third Floor Lobby of the Overlook Corporate Center, 150 Clove Road, Little Falls, NJ 07424.**

Scope of Work: The project consists of the repairs of the roof level of CarParc Diem, including crack repairs, concrete spall repairs, elastomeric joint replacement, fence replacement, and bollard replacement. Power washing the structure facade is included as an Add Alternate.

Copies of the Request For Proposal, including Information for Bidders, bidding forms and specifications may be downloaded on or about January 19, 2024 at <https://www.montclair.edu/procurement/bidding-opportunities/>.

A Pre-Bid Meeting and Site Inspection will be held at 10:00 AM on January 26, 2024 on the Car Parc Diem roof level. 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 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 or C019# - Concrete/Found. Footings/ Masonry Work with a minimum aggregate rating of \$2,000,000.00 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 State of New Jersey.

SBE subcontracting goals are not applicable if the bidder is currently registered with the State of New Jersey 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 David Bielicka, Procurement Manager, Facilities, via e-mail at [bielickad@montclair.edu](mailto:bielickad@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:

**Request for Proposal # 1587  
CarParc Diem Waterproofing Repair  
Lump Sum General Construction**

 <b>KEY DATES:</b>	<b>EVENT:</b>
<b>January 19, 2024</b> .....	<i>RFP Issuance</i>
<b>January 26, 2024 at 10:00 AM</b> .....	<i>Site Visit/Pre-Bid Meeting</i>
<b>January 31, 2024 by 2:00 PM</b> .....	<i>Questions Due*</i>
<b>February 7, 2024</b> .....	<i>Answers Posted (approximate)**</i>
<b>February 16, 2024 by 11:00 AM</b> .....	<i>Bid Submission Due Date</i>

**\* Procurement Services will accept questions and inquiries from all potential Bidders at the below email address. Bidders are not to contact the University user department directly, in person, by telephone or by email, concerning this RFP.**

**Assigned Procurement Services Buyer: David Bielicka, Procurement Manager, Facilities by email at bielickad@montclair.edu**

\*\*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 “Montclair or 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 CHECKLIST

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 being deemed non-responsive.**

THIS CHECKLIST WAS CREATED AS A GUIDE TO ASSIST BIDDERS AND MAY NOT IDENTIFY ALL REQUIREMENTS FOR SUBMITTING A COMPLETE PROPOSAL. IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT ALL REQUIREMENTS OF THE RFP HAVE BEEN MET.		
<b>1. SUBMITTALS THAT MUST BE SUBMITTED BY THE BIDDER WITH THE PROPOSAL.</b>		
#	Document Title	Applicable? (Yes/No)
1	<b><u>Proposal Form</u></b> – Completed and Signed by Principal of Company	Yes
2	<b><u>DPMC Classification Requirement</u></b> – Copy of Classification. Provide DPMC Classification for all Subcontractors required as listed on the Single Bid Subcontractor Listing (only required if DPMC classification is listed next to the Trade).	Yes
3	<b><u>Public Works Contractor Registration Certification</u></b> - Bidder and all subcontractors required to be listed on the Single bidder's proposal.	Yes
4	<b><u>Bid Security Form, or Equivalent</u></b> – Signed and Sealed by Surety and Signed and Sealed by Principal of Company	Yes
5	<b><u>Agreement of Surety Form</u></b> – Signed and Sealed by Surety	Yes
6	<b><u>Certification of Uncompleted Work for Bidder</u></b>	Yes
7	<b><u>Ownership Disclosure Form Signed by Principal of Company</u></b>	Yes
8	<b><u>Schedule of SBE Participation, Montclair Form B-1</u></b>	Yes
9	<b><u>Certification of Outreach, Montclair Form B-2</u></b>	Yes
10	<b><u>Contractor – Summary Information Sheet</u></b>	Yes
11	<b><u>Project Experience Form</u></b>	Yes
12	<b><u>Subcontractor Project Experience Form</u></b>	No
13	<b><u>Construction Schedule</u></b> - A detailed construction schedule showing anticipated completion of various phases of the project (shown in consecutive days). This should be in accordance with the requested schedule completion date listed on Section 3 Proposal Form	Yes
14	<b><u>Prime Contractor Project Team / Resumes</u></b>	No
15	<b><u>Schedule of Values</u></b>	No
16	<b><u>Safety Program</u></b> – page signed by Contractor's Safety Officer	Yes
<b>2. SUBMITTALS THAT MUST BE SUBMITTED BY THE BIDDER PRIOR TO AWARD.</b>		
1	<b><u>Business Registration</u></b> - Bidder must provide Certificate prior to award for Bidder and all subcontractors. Montclair requests copies to be submitted with Bidder's proposal.	Yes
2	<b><u>Performance and Payment Bonds</u></b>	Yes
3	<b><u>Submittal of Insurance Certificates</u></b> - per General Conditions of Contract, Article 9 "Insurances and Indemnity" and Instruction to Bidders Section 2.5.	Yes
4	<b><u>AA201 Form</u></b>	Yes

**SECTION 3: PROPOSAL FORM**

**MONTCLAIR STATE UNIVERSITY**

**PROJECT NO. 1587 – CarParc Diem Waterproofing Repair**

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

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

This proposal will be accepted no later than **11:00 AM on February 16, 2024** 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*)

\_\_\_\_\_

**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 \$** \_\_\_\_\_

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

The Prime Contractor must be classified in **C008# - General Construction** or **C019# - Concrete/Found. Footings/ Masonry Work** with the Division of Property Management and Construction. Bidders shall provide a copy of the current certificate.

**B. SCHEDULE:**

**42 Consecutive Calendar Days**

**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.**

### 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 ALLOWANCES:

The Bidder agrees that the following allowances have been required by the RFP and are included in their single bid (lump sum all trades) price:

Description	Allowance
N/A	N/A

### 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 “\$0” OR “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 \$
Additive Alternate #1 – Power-washing Garage Exterior	

#### ALTERNATE DEDUCTIVE PROPOSALS:

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

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

**3.4 UNIT PRICES/SEPARATE BID AND SINGLE BID:  
 BIDDER MUST SUBMIT UNIT PRICES WHEN REQUIRED BY THE RFP. UNIT PRICES ARE NOT REQUIRED IF THIS SECTION INDICATES “NOT APPLICABLE.”**

- a) Unit Prices govern addition(s) to or deduction(s) from quantity included in the Lump Sum Bid and amounts actually installed on the project.
- b) Where existing work is indicated, Unit Price includes removal and replacing.
- c) Unit Prices shall include but not be limited to, 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) Change Orders shall be processed in accordance with the General Conditions of Contract.
- 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	Crack Repair	LF	
2	Concrete Repair Type 1	SF	
3	Concrete Repair Type 2	SF	
4	Expansion Joint	LF	
5	Elastomeric Joint Type 1	LF	
6	Elastomeric Joint Type 2	LF	
7	Elastomeric Joint Type 3	LF	
8	Reset Bollard	EA	
9	Fence Panel	EA	

**DEDUCTIVE UNIT PRICES:**

Unit Prices Item No.	Description of Item	Pay Unit	Unit Price
			Deductive
1	Crack Repair	LF	
2	Concrete Repair Type 1	SF	



3	Concrete Repair Type 2	SF	
4	Expansion Joint	LF	
5	Elastomeric Joint Type 1	LF	
6	Elastomeric Joint Type 2	LF	
7	Elastomeric Joint Type 3	LF	
8	Reset Bollard	EA	
9	Fence Panel	EA	

### 3.5 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 registered as a N.J. Public Works contractor at the time of the bid date. DPMC classification is required for Subcontractors if a DPMC Code is listed in the table below after the Trade.** Please include the SBE registration number for any listed subcontractor registered with the State of New Jersey as a Small Business Enterprise (SBE) firm.

TRADE	FIRM	LICENSE No.	SBE Registration No.	ADDRESS

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

## **PROPOSAL FORM SIGNATURE PAGE**

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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.

Unless this RFP indicates that a Project Labor Agreement is required, 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 Montclair prior to execution by the successful bidder.

The *Bidder* agrees that this bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled date for submission of bids.

Upon notification of the acceptance of this bid, *Bidder* will execute the contract presented by Montclair 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 and provided to Montclair within the time set forth above, 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. **This includes certification that the Bidder has read, understands, and agrees without exception to all terms, conditions, and specifications set forth in the RFP including but not limited all addenda, the Instruction to Bidders (Section 4), the Form Submittal Information & General Index (Section 6), and Montclair State University's General Conditions of Contract (and Supplemental General Conditions, if any).**

*Respectfully submitted,*

Company Name: \_\_\_\_\_

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

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

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

## SECTION 4: INSTRUCTIONS TO BIDDERS

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### MONTCLAIR STATE UNIVERSITY

### PROJECT NO. # 1587 – CarParc Diem Waterproofing Repair

#### 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 rejection of the submission which shall be returned 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 # 1587 – Carparc Diem Waterproofing Repair”**
- 1.3 All amounts in the bid documents shall be stated in both words and numerical figures.
- 1.4 Proposals not submitted and filed in accordance with instructions contained herein and in the Advertisement for Bids may be considered non-conforming 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 Checklist (Section 2), unless otherwise noted. Bidders are instructed to refer to the pages referenced in Section 2 to Section 6 Form Submittal Index for clarification on required forms, purpose and intent. The University strongly recommends the Bidder review this index in its entirety.**
- 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 reasonably observable conditions that may affect required performance. The Bidder is required to identify such conditions and make appropriate allowances in its Bid for the accommodation of such conditions. Bidders warrants in its Bid that the Bidder is familiar with conditions existing at the site at the time the Bid is submitted.
- 1.8 Contractors and Subcontractors must be licensed in accordance with and under the provisions of the New Jersey State construction code.
- 1.9 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 a single bid for the entire work.
- 1.10 **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.
- 1.11 **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 Checklist". The Bidder must provide all submits in Section 2 of the RFP at the time of Proposal submission unless specifically permitted by this RFP to be submitted prior to the issuance of the Contract, as outlined in Section 2. The list in the "Form**

**Submittal Confirmation" Section of the RFP is intended to be all inclusive however it is the Bidders responsibility to ensure that all requirements of the RFP have been met.**

**\*\*\*\*Bidders are to supply 1 original (labeled with the RFP number and title) and 1 electronic copy (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 a request is submitted in writing to Procurement Services. A response to such requests shall be provided in writing to all prospective bidders prior to bid opening. Any such interpretations must be addressed in the bid proposals submitted. Any interpretations which do not comply with this provision shall be rejected as non-conforming and will 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 Assigned Procurement Services Buyer and must be received by the date established in the Advertisement as the deadline for submitting questions. Any and all interpretations, clarifications and corrections and any Supplemental Instructions will be issued by Procurement Services in writing in 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. In the event a bidder is awarded a contract by Montclair, errors, discrepancies and omissions shall be considered by the University in accordance with the General Conditions of Contract.
- 2.4 Restrictive Specifications - If a Bidder determines prior to the questions 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 Assigned Procurement Services Buyer. If such notice is not given in a timely manner, it shall be assumed that the Bidder has included the estimate of such sole source in the Bid. In the alternative, if the Assigned Procurement Services Buyer is notified in a timely manner of the requirement in the specifications of a sole source of supply or manufacture, Procurement Services may order the project to be re-bid or may take any other lawful action.

## 3. Evaluation

- 3.1 An Evaluation Committee as assigned by the University will review the bidder responses. The following criteria will be used to evaluate all bid proposals from general contractors. The criteria are not necessarily listed in order of importance:
  - 3.1.1 New Jersey/Higher Ed Experience: Bidder's documented experience with New Jersey public work and/or higher education experience, preferably in New Jersey. This may include past performance.
  - 3.1.2 Project Experience of Firm: Bidder's documented experience in construction projects of a similar scope and size in relation to the work required by this RFP as well as relevant project experience.
  - 3.1.3 Construction Schedule: Bidder's construction schedule for the project with a focus on the detail, quality, and practicality.
- 3.2 The University may require the Bidder to clarify certain aspects of its Proposal. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies, cure material omissions, or used to revise or modify pricing or

other information in a Proposal. It is within the University's discretion whether to require the Bidder to give an oral presentation or to submit written responses to questions regarding its Proposal. Action by the University in this regard should not be construed to imply acceptance or rejection of a Proposal.

**\*Procurement Services is the sole point of contact regarding any request for an oral presentation or clarification.**

## 1. Prior to Award

- 1.1 Withdraw Request - If, after the opening of Proposal but before Contract award, a Bidder discovers an error in its bid proposal, the Bidder may make written request to the Director of Procurement Services for authorization to withdraw its bid proposal from consideration for award. Evidence of the Bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the Contract resulting from the Proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal of the Proposal.
- 1.2 Audited Financial Statements – In order to provide the University with the ability to judge the Bidder's financial capacity and capabilities to undertake and successfully complete the Contract, the University may request the Bidder to submit its most recent annual audited or certified financial statement that includes a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the most recent fiscal year within seven (7) business days of the request. If a certified financial statement is not available, the Bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statement and other information included in the statement fairly present in all material respects the financial condition, results of operations and cash flows of the Bidder as of, and for, the period presented in the statement. In addition, the Bidder should submit a bank reference. The University reserves the right to use other financial data available in accordance with the bidder qualification evaluation process.
- 1.3 Rejection of Bids - In accordance with applicable law, Procurement Services reserves the right to reject any Bid which is non-conforming to the invitation for bids, or 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. 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.

## 2. Award of Contracts:

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.

- 2.1 Contracts or issuances of orders resulting from this Bid Proposal will be subject to the annual availability and appropriation of funds to the University.
- 2.2 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. Procurement Services may accept alternates out of sequence, provided the reasons for so doing are stated 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.

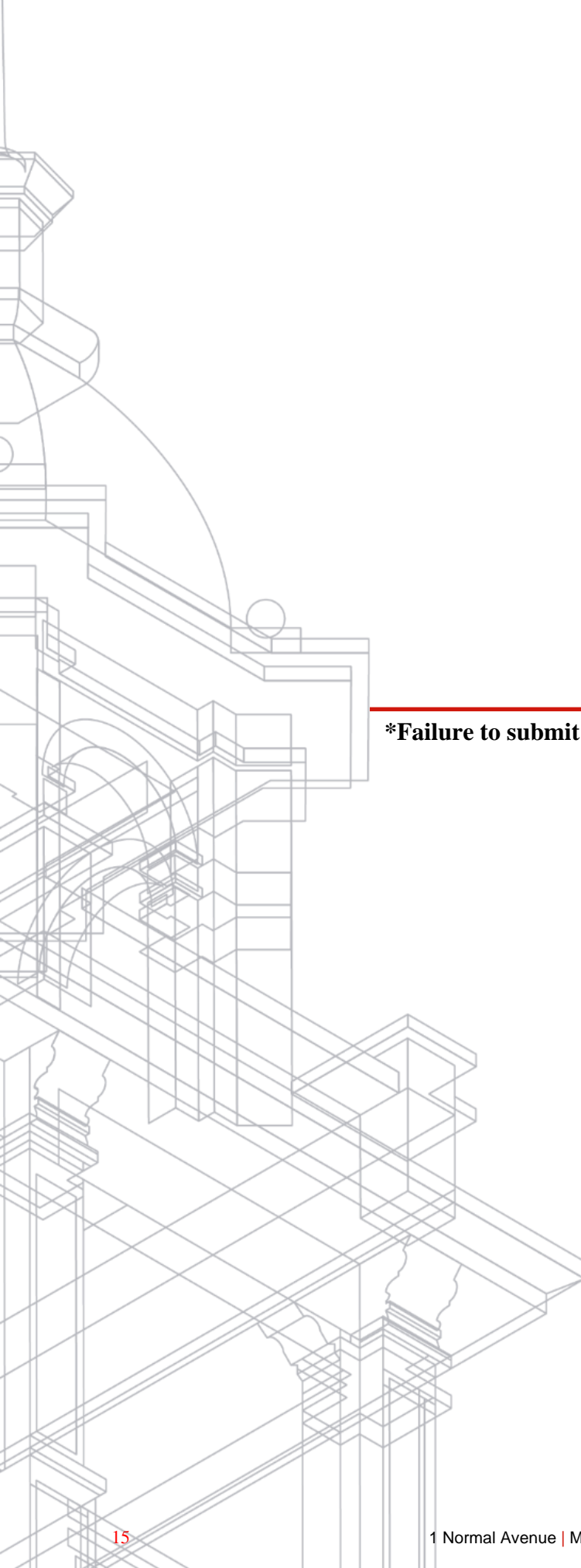
- 2.3 In executing a contract, a successful Bidder agrees to perform his work in a good and workmanlike manner in accordance with specifications to the satisfaction of the University Contracting Officer and to complete portions of the work by established milestone dates and all work within the number of calendar days specified in the Contract.
- 2.4 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 award of the contract shall be conditioned upon the prompt filing by the said corporation of a business registration certificate in this State and complying with the laws of this State in that regard. This filing must be made with the NJ Department of State. No contract will be signed until the Department of State confirms this authorization.
- 2.5 Insurance Liability - 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).

**2.5.1 \*\*\*For this project excess liability of \$5 million will be acceptable.\*\*\***

- 2.6 Liquidated Damages - The University includes liquidated damages of \$1,000 per calendar day for the violation of the contract or the failure to perform the contract as stipulated in the General Conditions or Supplemental General Conditions, if any (attached).
- 2.7 Performance and Payment Bonds - The successful Bidder shall furnish, within ten (10) calendar days after **Contract Execution**, a Performance Bond, in a form acceptable to Procurement Services, 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 acceptable to Procurement Services, 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 upon receipt of proof the Surety is 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.

**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 the Bond (or Bonds) in such form and sum and executed by such other Surety or Sureties as may be satisfactory and acceptable to the University. The premiums of such Bond(s) shall be paid by the Contractor. No Contract shall be executed and/or payment made under a Contract until the new Surety or Sureties have furnished such an acceptable Bond to the University. Bonds must be effective as of the date the contract is signed. Bonds must indicate Contractor(s)' names exactly as they appear on the Contract. Current Attorney-in-Fact Instruments and financial statements of the Surety must be included with the Bond. Bonds must be executed by an authorized Officer of the Surety. 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.**





# SECTION 5: SUBMITTALS

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**\*Failure to submit all submittal information requested may result in the Bid Proposal to be considered non-responsive.**

**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**

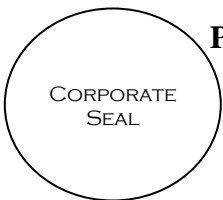
( \$\_\_\_\_\_ ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

*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.

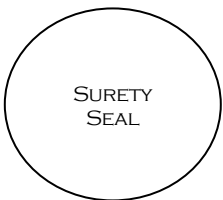
Now, therefore, if said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with said bid and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons 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 Obligee, the difference between the amount of the Bidder's Bid or Proposal and the lowest amount in excess of said bid or proposal for which the Obligee may be able to award said contract within a reasonable time.

**Signed, Sealed and Dated      Surety:**

**by** \_\_\_\_\_

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

**RFP # 1587 – CarParc Diem Waterproofing Repair**

This Certification must be completed by the bidder and accompany the required “Notice of Classification” issued by the State Division of Property Management and Construction (DPMC), evidencing that the bidder has DPMC **C008# - General Construction or C019# - Concrete/Found. Footings/ Masonry Work**, with a \$2,000,000 million dollar 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 **C008# - General Construction or C019# - Concrete/Found. Footings/ Masonry Work**, with a \$2,000,000 million dollar value, pre-qualification.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I WARRANT THAT I AM AUTHORIZED BY THE BIDDER TO MAKE THIS CERTIFICATION AND WILL PROVIDE INFORMATION REQUESTED BY THE UNIVERSITY TO DOCUMENT THE FOREGOING.

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

\_\_\_\_\_  
Signature

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

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

# OWNERSHIP DISCLOSURE FORM

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

\* This information must be submitted at project completion.

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

\_\_\_\_\_  
PREPARED BY (Print Name 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 25%  
 Category 4 – for Construction business whose gross revenues do not exceed \$3 million  
 Category 5 – for Construction business whose gross revenues do not exceed 50% of the applicable federal revenue standards established at 13 CFR 121.201  
 Category 6 – for Construction business whose gross revenues do not exceed the applicable federal revenue standards established at 13 CFR 121.201

**B-2: CERTIFICATION OF OUTREACH**  
**Construction Services**  
**Montclair 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 (Montclair 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.
- d. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.
- e. I WARRANT THAT I AM AUTHORIZED BY THE BIDDER TO MAKE THIS CERTIFICATION AND WILL PROVIDE INFORMATION REQUESTED BY THE UNIVERSITY TO DOCUMENT THE FOREGOING.

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

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

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

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

## CONTRACTOR - SUMMARY INFORMATION SHEET

COMPANY NAME: \_\_\_\_\_

1. CONTACT/LOCATION OF THE RESPONDENT'S OFFICE THAT WILL BE RESPONSIBLE FOR MANAGING THIS CONTRACT:

NAME: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ARE YOU CURRENTLY DOING BUSINESS IN THE STATE OF NEW JERSEY?

YES       NO

YEARS IN THE INDUSTRY: \_\_\_\_\_

YEARS IN THE COLLEGE/UNIV. INDUSTRY? \_\_\_\_\_

2. PLEASE LIST THREE (3) REFERENCES WHERE SIMILAR TYPE SERVICES WERE PROVIDED. PROVIDE THE NAME, TITLE, AND TELEPHONE NUMBER OF AN INDIVIDUAL AT EACH REFERENCE SITE WHO CAN PROVIDE AN INDEPENDENT ASSESSMENT OF THE PROPOSER'S PERFORMANCE:

COMPANY NAME: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_ TEL.#: \_\_\_\_\_

EMAIL #: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_ TEL.#: \_\_\_\_\_

EMAIL #: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_ TEL.#: \_\_\_\_\_

EMAIL #: \_\_\_\_\_

3. PLEASE LIST CONTRACTS THE RESPONDENT HAS HAD TERMINATED DURING THE LAST THREE YEARS WITH THE REASON THE CONTRACT WAS TERMINATED FOR EACH JOB. IF NONE, INDICATE SO:

TERMINATED CONTRACT: \_\_\_\_\_

TERMINATED CONTRACT: \_\_\_\_\_

TERMINATED CONTRACT: \_\_\_\_\_

# 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. Bidders may provide additional project information under separate cover.											
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			

**SUBCONTRACTOR PROJECT EXPERIENCE FORM**

**Not applicable for this RFP.**



## **CONSTRUCTION SCHEDULE:**

Bidders must provide a detailed construction schedule to show the anticipated completion of various phases of the project (show in consecutive days) until its completion. This should be in accordance with the requested schedule completion date listed on **Section 3: Proposal Form (PG. 6)** **It is up to the bidder's discretion as to what construction schedule format is presented to the University. This schedule should be clear and concise and include detailed start/end dates of the various phases of the project to their anticipated completion.**

**Failure to provide Construction Schedule information will result in your firm being deemed non-responsive.**

## **PROJECT TEAM RESUMES:**

Not applicable for this RFP .

## **SCHEDULE OF VALUES:**

Not applicable for this RFP .

# 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 (see Section 7: Safety Program). 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

## SECTION 6: **FORM SUBMITTAL INFORMATION & GENERAL INDEX**

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### 1.1 **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.

### 1.2 **New Jersey Division of Property Management and Construction (DPMC)**

The Bidder must be prequalified by New Jersey Division of Property Management and Construction (DPMC) in accordance with the provisions of the classification statute (N.J.S.A.52:35-1, et seq.). In the case of a single bid for all of the work, the Bidder shall include in the bid the names of its principal subcontractors as, who must be DPMC prequalified if required in this RFP.

### 1.3 **Public Works Contractor Registration Act, N.J.S.A. 34:11 – 56.51 et seq**

The Bidder must provide, at the time of bid opening, 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.

#### **1.4 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.

### **2. Bid or Contract Bonds**

2.1 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. 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 Bidder shall construe nothing contained herein as a waiver of any other legal remedies the University may have by reason of a default or breach.

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

2.3 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.

### **3. Offer of Gratuities**

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

### **4. Federal Excise Taxes and States Tax**

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

4.2 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 Bidder may make no claim based upon any error or misunderstanding as to the applicability of any Tax Laws.

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

## 5. Set Aside Program for SBE – Construction

- 5.1 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 State of New Jersey. **SBE subcontracting goals are not applicable if the bidder is currently registered with the State of New Jersey as an SBE firm when the proposal is submitted.**
- 5.2 All bidders must submit a completed Montclair SBE Form B-1 with the Proposal either:
- 5.2.1 Identifying the bidder as a registered SBE, and attaching a copy of the SBE Registration Certification, or
  - 5.2.2 Identifying all SBE firms proposed as subcontractors on the project including their New Jersey 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.**

- 5.3 All non-SBE bidders must complete Montclair 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 Montclair SBE Form B-1 fails to demonstrate that the firm will meet the SBE subcontracting goals, Montclair 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.
- 5.4 Three categories of SBE have been created for purposes of construction contracts:
- Category 4 – for Construction business whose gross revenues do not exceed \$3 million
  - Category 5 – for Construction business whose gross revenues do not exceed 50% of the applicable federal revenue standards established at 13 CFR 121.201
  - Category 6 – for Construction business whose gross revenues do not exceed the applicable federal revenue standards established at 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.

## 6. Affirmative Action Requirements

- 6.1 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.
- 6.2 “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).”
- 6.3 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 Montclair that its contracts should create a work- force that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by Montclair 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 hire persons in protected categories recognized by federal and state law (“minorities and women”).

The contractor must demonstrate to Montclair’s satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under Montclair’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 from any available NJ resource, including but not limited to, [State of NJ - Department of the Treasury - Division of Revenue Business Certification Program](#)
  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 Montclair 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 Montclair 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.
7. **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.

8. **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.

9. **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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

#### 14. **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.

If Montclair determines, using credible information available to the public and after providing notice and an opportunity to comment in writing for the contractor to demonstrate that it is not engaged in prohibited activities in Russia or Belarus, that the representation and warranty provided by the contractor herein is falsely, and the contractor fails to demonstrate to Montclair that the contractor has ceased its engagement in the prohibited activities in Russia or Belarus within 90 days after the determination the contractor's representation and warranty is false, the following shall apply: (a) subject to the Attorney General undertaking a civil action as required by this section, a civil penalty in an amount that is equal to the greater of \$1 million or twice the amount of contractor's total contract; (b) termination of the contract as deemed appropriate by Montclair; (c) ineligibility to enter into or renew a contract with Montclair for a period of three years from the date of Montclair's determination that the contractor falsely represented and warranted it did not engage in prohibited activities in Russia or Belarus provided that the contractor has ceased its engagement in the prohibited activities in Russia or Belarus. Montclair shall report to the Attorney General the name of the contractor that Montclair determined has submitted a false representation and warranty under this section, together with its information as to its falsity, and the Attorney General shall determine whether to bring a civil action against the contractor to collect a civil penalty. Only one civil action against the contractor to collect the civil penalty described above may be brought for such a false representation and warranty under this section. A civil action to collect such penalty shall commence within three years from the date the false representation and warranty is made by the contractor to Montclair.

#### 15. **Equal Employment Opportunity Language**

15.1 The Bidder agrees to abide by 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.



## **SECTION 7: SAFETY PROGRAM FOR MONTCLAIR STATE UNIVERSITY**

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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
Montclair 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.

**SECTION 8: CERTIFICATION SAMPLES:**

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**PUBLIC WORKS CONTRACTOR CERTIFICATE (SAMPLE)**



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: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107300</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>		
FORM BRC(08-04)	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](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>.



# SAMPLE SCHEDULE OF VALUES

CONTINUATION SHEET		AIA DOCUMENT G703					PAGE OF PAGES			
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.							APPLICATION NO: 0			
In tabulations below, amounts are stated to the nearest dollar.		<b>SAMPLE SCHEDULE OF VALUES</b>					APPLICATION DATE:			
Use Column I on Contracts where variable retainage for line items ma:		<b>(CATEGORIES WHERE APPLICABLE)</b>					PERIOD TO:			
							ARCHITECT'S PROJECT NO:			
A	B	C	D		E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	Bonds & Insurance	\$ -								
2	General Conditions	\$ -								
3	CPM	\$ -								
4	LEED	\$ -								
5	Mobilization	\$ -								
6	Demolition	\$ -								
7	Concrete/Masonry	\$ -								
8	General Carpentry	\$ -								
9	Steel/Misc Metals	\$ -								
10	Roofing/Insulation	\$ -								
11	Doors/Frames/Hardware	\$ -								
12	Flooring	\$ -								
13	Furnishings/Lab Equipment	\$ -								
14	Finishes	\$ -								
15	Elevators	\$ -								
16	Fire Protection	\$ -								
17	HVAC	\$ -								
18	BMS	\$ -								
19	Plumbing	\$ -								
20	Electrical/Fire Alarm	\$ -								
21	Telecommunications	\$ -								
22	Audio Visual	\$ -								
23	Access Control	\$ -								
24	Sitework	\$ -								
25	Punchlist	\$ -								
26	Closeout/As-Built	\$ -								
27	Allowance (Name)	\$ -								
28	Alternate 1 (Name)	\$ -								
29	Alternate 2 (Name)	\$ -								
<b>GRAND TOTALS</b>		\$ -	\$ -	\$ -	\$ -	\$ -				

Page 1

**SECTION 9: POST AWARD DOCUMENTS:**

**PERFORMANCE BOND**

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

**KNOW ALL MEN BY THESE PRESENTS** that we, the undersigned  
as Principal and, a corporation of the State of \_\_\_\_\_  
, duly authorized to do business in the State of New Jersey, having an office at:

are hereby held and firmly bound unto MONTCLAIR STATE UNIVERSITY in the penal Sum of (**\$**) **DOLLARS**  
for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and  
assigns.

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

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT WHEREAS**, the above-named Principal did on the \_\_\_ day of 20\_\_\_ enter into a  
written contract with Montclair State University.

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

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

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract, or  
in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.  
This bond is given in compliance with the requirements of the statutes of The State of New Jersey in respect to bonds of contractors  
on public works. Revised Statutes of New Jersey, 1937, Sections 2A:44-143-147, and amendments thereof, and liability hereunder  
is limited as in said statutes provided.

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

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

\_\_\_\_\_ BY \_\_\_\_\_  
Witness as to Surety 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

# AA201 FORM

Attachment 8

**STATE OF NEW JERSEY**  
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

**INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION**

Official Use Only

Assignment \_\_\_\_\_

Code \_\_\_\_\_

FORM AA-201  
Revised 11/11

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)

1. FID NUMBER	2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: _____ Address: _____	
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) _____ (Street Address) _____ (City) _____ (State) _____ (Zip Code) _____		CONTRACT NUMBER	DATE OF AWARD
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]		6. NAME AND ADDRESS OF PROJECT Name: _____ Address: _____	
9. TRADE OR CRAFT		7. PROJECT NUMBER	8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/> NO <input type="checkbox"/>
		COUNTY _____	
		PROJECTED TOTAL EMPLOYEES	PROJECTED MINORITY EMPLOYEES
		MALE FEMALE	MALE FEMALE
		J AP J AP	J AP J AP
		PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
1. ASBESTOS WORKER			
2. BRICKLAYER OR MASON			
3. CARPENTER			
4. ELECTRICIAN			
5. GLAZIER			
6. HVAC MECHANIC			
7. IRONWORKER			
8. OPERATING ENGINEER			
9. PAINTER			
10. PLUMBER			
11. ROOFER			
12. SHEET METAL WORKER			
13. SPRINKLER FITTER			
14. STEAMFITTER			
15. SURVEYOR			
16. TILER			
17. TRUCK DRIVER			
18. LABORER			
19. OTHER			
20. OTHER			

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

\_\_\_\_\_  
(Signature)

10. (Please Print Your Name) \_\_\_\_\_ (Title) \_\_\_\_\_

(Area Code) (Telephone Number) (Ext.) \_\_\_\_\_ (Date) \_\_\_\_\_

- AA201 Form/Instructions located via [INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT \(montclair.edu\)](http://montclair.edu)