



NJCU

NEW JERSEY CITY UNIVERSITY



Request for Proposals

Roof Replacement for the Guarini Library at New Jersey City University

RFP #19-022

Issuance Date: 12/23/2019

Bid Opening: 1/28/2020

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1. INFORMATION FOR BIDDERS

1.1 BACKGROUND

New Jersey City University (NJCU), located in the City of Jersey City, is one of the nine state colleges and Universities in New Jersey. The University opened its doors as the New Jersey Normal School of Jersey City on September 12, 1929, with 331 students and one building on campus, Hepburn Hall. Eighty-eight years later, more than 8,000 degree-seeking students enjoy the fifty-two acre campus, which now features fourteen buildings. The mission of New Jersey City University is to provide a diverse population with an excellent university education. The University is committed to the improvement of the educational, intellectual, cultural, socioeconomic, and physical environment of the surrounding urban region and beyond. Through implementation of its mission, New Jersey City University has realized its vision of becoming a nationally recognized leader in urban public higher education. New Jersey City University is committed to its urban mission by: sustaining, celebrating, and promoting academically an understanding of community diversity; tapping the rich resources of the urban setting and cultures for the benefit of its learners; and employing its knowledge resources, via faculty and students and with partner organization, to identify and solve urban challenges.

NJCU is also creating a 21-acre University Place Development, which will blend academic buildings, recreational facilities, and mixed-use residential, retail, and commercial space with landscaped public areas and walkways. In expanding its campus, NJCU expects to create an urban village that will enrich the surrounding neighborhood and will encourage its neighbors to enjoy the shops, theatre and performing arts programs, cafes, and public outdoor spaces that are part of the plan. The site is bordered by Route 440, West Side Avenue, Carbon Place and the Home Depot Property. Construction began in 2012 with the development of the infrastructure, including placement of sewer lines, utilities and streets. The final stage, the construction of buildings, are being handled in phases.

1.2 PURPOSE AND INTENT

Pursuant to N.J.S.A. 18A:64-54, New Jersey City University (“NJCU” or the “University”) is issuing this document, a Request for Proposals (“RFP”) for the Roof Replacement for the Guarini Library at New Jersey City University from qualified

contractors to provide complete replacement per this RFP and the optional Pre-Bid meeting and site walkthrough.

The selected contractor will demonstrate flexibility in accommodating new and changing requirements, while providing reliable customer service and proven service performance. NJCU reserves the right to add or delete items from the resulting agreements with five (5) days written notice. New or additional items may be added with prior written notice from NJCU with terms and conditions to be mutually agreed upon by NJCU and the selected firm.

The intent of this bid is to award a contract to the lowest responsible bidder conforming to this Request for Proposal. It is anticipated that the contract will commence with the Notice to Proceed date.

The University considers any information which it may have released either orally or in writing prior to the issuance of this RFP, to be preliminary in nature and the University shall not be bound by such information.

The University's obligation is contingent upon the availability of funds.

1.2.1 CONTRACT TERMS

The intent of this bid is to award a contract to the responsible bidder, whose bid, conforming to this Request for Proposal, is most advantageous to NJCU, price and other factors considered.

If, at any time during the term of this award either the University or the contractor considers terminating the agreement, they shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty- (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the agreement by giving the other party ninety (90) days written notice.

Should additional work be required, which is beyond the scope of this RFP but is related to the overall contract, the contractor will be requested to submit a written proposal and upon approval, a purchase order will be issued to authorize the work.

1.2.2 SUPPLIER DIVERSITY

New Jersey City University recognizes the importance of supplier diversity in its procurement practices. The University has a diverse student, staff and faculty population. In conjunction with the University's overall commitment to diversity and

inclusion, the University is committed to contracting with qualified suppliers from all parts of the business community in procuring needed goods and services. By encouraging the participation of Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), collectively SMWBEs, in the procurement process, the University strengthens contracting opportunities for SMWBEs, while at the same time providing a value added strategy that increases competition to ensure that the University's funds are maximized.

1.3 SOLICITATION SCHEDULE

| EVENT | DATE |
|--|------------------------------|
| RFP Issued | December 23, 2019 |
| Pre-Bid Meeting and Site Inspection | January 9, 2020; at 10:00 am |
| Last Day of Questions Due from Bidders | January 14, 2020 |
| NJCU Response to Bidders with advertised Addendum #1 | January 21, 2020 |
| Bid Proposals Due | January 28, 2020; by 2:00pm |

1.3.1 PRE-BID MEETING AND SITE INSPECTION

A Pre-Bid Meeting and Site Inspection will be held on **January 9th; at 10:00am New Jersey City University, 2039 Kennedy Boulevard, Hepburn Hall, Ground floor, Room 113, Jersey City, New Jersey 07305. Bidders are advised that attendance at both the Pre-bid Meeting and Site Inspection is strongly recommended.** The University has scheduled one (1) Site Inspection. Please ensure that all sub-contractors and/or your project team are present. There will not be any additional Site Inspections scheduled. No special consideration will be provided to any bidder that does not attend the recommended Pre-Bid Meeting and/or Site Inspection.

1.3.2 QUESTION AND ANSWER PERIOD

Inquiries regarding this RFP must be submitted in writing and shall be e-mailed to Edie DelVecchio, edelveccio@njcu.edu and Amanda McGee, amcgee@njcu.edu or faxed to 201-200-3238.

The cut-off date for questions and inquiries relating to this RFP is indicated on the solicitation schedule, section 1.3. Addendum to this RFP, if any, will be posted on the Bidding Opportunities webpage and emailed to anyone who downloaded the bid on and after the date per 1.3 Solicitation Schedule

Telephone calls will not be permitted.

NOTE: If questions are directed to any University employee other than the aforementioned designees your firm will be disqualified from further consideration.

1.3.3 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by Procurement Services at the appropriate location by the required time in a sealed envelope. The date and time is indicated on the cover sheet. To respond to this proposal, contractors should:

Submit one (1) hard copy marked original, and two (2) marked copies, and one (1) digital copy on either CD or flash drive of its proposal in accordance with the bid submission deadline contained herein, which must be received no later than **2:00 PM on January 28, 2020** to the following location:

New Jersey City University
2039 J.F. Kennedy Blvd.
Jersey City, NJ 07305
Procurement Services Department
Hepburn Hall, Room 111
Attention: Edie DelVecchio
Associate Vice President of Business Services

Responses received after this time and date will not be considered. E-mailed and/or faxed proposals will not be accepted. The University is not responsible for lost or misdirected documents. Bids must be enclosed in a sealed envelope/package bearing the name of the Bidder and **RFP # 19-022** clearly marked on the outside of the envelope.

The prospective bidder assumes sole responsibility for submitting a complete bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to comply with all requirements of the RFP.

1.4 ADDITIONAL INFORMATION

1.4.1 BIDDER RESPONSIBILITY

The University does not assume responsibility for the completeness or the accuracy of any information presented in this RFP, or otherwise distributed or made available during this procurement process, except as expressly stated to the contrary. Without limiting the generality of the foregoing, the University will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those prepared in writing. In no event may a Proposer to this RFP rely on any oral statement made by the University or any of the University's agents, employees, advisors or consultants.

Should a Proposer find discrepancies in or omissions from, this RFP and related documents, the Proposer shall immediately notify the University, in writing, and a written addendum of instructions, if necessary, will be emailed to each Proposer. Every Proposer requesting an interpretation of this RFP will be responsible for delivering such requests to the University in writing and within the time limit set forth in Section 1.3

The University considers any information which it may have released either orally or in writing prior to the issuance of this RFP to be preliminary in nature and the University shall not be bound by such information.

Proposers should satisfy themselves, by personal investigation and any other means they deem necessary, as to the conditions affecting the proposed Project and the cost thereof. Proposers are solely responsible for conducting their own independent research and due diligence for their preparation of the Proposals and the subsequent delivery of services under the Project Documents.

1.4.2 COST LIABILITY

The University does not assume responsibility and does not bear any liability for cost incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.3 CONTENTS OF BID PROPOSAL

Subsequent to bid opening all information submitted by a bidder in the bid proposal is considered public information, except as may be exempted from public disclosure

by the Open Public Records Act [OPRA], N.J.S.A. 47:1A-1 et seq., and the common law.

The University reserves the right to complete its evaluation process prior to making bid tabulations available, through OPRA requests.

1.4.4 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including “white-outs”) must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.5 BID ERRORS

A bidder may request that its bid proposal be withdrawn prior to bid opening. Such a request must be made, in writing, to the Assistant Vice President of Business Services. If the request is granted, the bidder may submit a revised bid proposal as long as the revised bid proposal is received prior to the announced date and time for the opening of the bid proposals and at the place specified.

If, after the opening of bid proposals but before contract award, a bidder discovers an error in its bid proposal, the bidder may make written request to the Assistant Vice President of Business 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 bid 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 bid proposal.

If, during the evaluation of bid proposals received, an obvious pricing error made by a potential contract awardee is found, the University’s Contract Administrator shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the bidder fails to respond, its bid proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder’s intention is not readily discernible from other parts of the bid proposal, the Contract Administrator may seek clarification from the bidder to ascertain the true intent of the bid proposal.

2. SCOPE OF WORK

2.1 SPECIFICATIONS

This single lump sum contractor shall provide all labor and material required to complete all items per the specifications, and contract documents; **Appendix B—Project Manual & General Conditions** and **Appendix C—Roof Plans** for the Roof Replacement for the Guarini Library at New Jersey City University.

- 2.1.1 Remove the entire roof assembly such as but not limited to the following: membrane, metal edge and all flashing down to the structural concrete substrate, disposing of all debris, per DEP requirements.
- 2.1.2 Over the existing roof surface install new Tapered Insulation from roughly 10"- 2.5" all pitched towards the Roof Drains. Insulation boards will be attached using adhesive, tightly butted, staggered and kept free of debris and moisture during installation and per manufacturers direction.
- 2.1.3 Over the prepared substrate, Fully Adhere a White ENERGY SAVING 90 mil Thermoplastic Membrane.
- 2.1.4 Roof Penetration and Curb Flashings as required.
- 2.1.5 Install New .050 Metal Coping where required.
- 2.1.6 Install Drain Inserts at interior drains where required.
- 2.1.7 Remove existing steel dunnage from removed AC Chiller.
- 2.1.8 20 Year Manufacturer's warranty coinciding with Roofing.
- 2.1.9 Perform (1) Year Preventive Maintenance Late Fall or Late Spring
- 2.1.10 Design Considerations
 - a. Roof insulation, overlay boards and fasteners/adhesive are to be considered components of a total roof system assembly, and must be included in a "total system" warranty/guaranty issued by the roofing system manufacturer. In addition, insulation, overlay boards and fasteners/adhesive must be specifically listed as a component of a Factory Mutual (FM) tested and approved roof system assembly in the latest edition of the FM Approval Guide for Building Materials or other written approval or acceptance from Factory Mutual.

- b. The design layout of tapered insulation board systems with internal drains should utilize "four-way" slope to the greatest extent possible. The use of "crickets" or "gussets" should be minimized.
- c. Shop drawings shall be used only for verification that the contractor's intentions are understood and are not to relieve the contractor from design responsibility.
- d. Specifications for roof system manufacturers and materials shall be non-proprietary, unless specifically approved by the University. Specifications shall not be "performance" based, but instead shall provide three (3) acceptable manufacturers, unless fewer are approved by the University, and shall provide specific and comparable products, by name, for each specified manufacturer. Single-source specifications with provisions for "or equals" are not acceptable, unless authorized in writing by the University.
- e. Since several manufacturers are to be specified, and the manufacturer's "typical" details may vary, it is the responsibility of the A/E to select the methods of construction judged to be in the best interest of the University, and provide construction documents that reflect those methods as the minimum acceptable project standard.
- f. Walkway protection pads shall be specified and indicated on the roof plan, leading from roof access points to and/or around all serviceable mechanical equipment and appurtenances.

2.1.11 All proposed roof systems shall be included in a Schematic Design for review and approval by the University.

- a. The roof system shall be designed with at least 1/8" per foot slope to drains to the greatest extent possible.
- b. The roof system selection must be appropriate for locations where ponding water is likely to occur, and the system manufacturer must provide a written warranty/guaranty that does not have exclusions for damage relating to ponding water.
- c. When the exception(s) encompasses a significant portion of the total roof area, only coal tar pitch and single-ply PVC membrane roof systems are considered appropriate choices. Actual roof system selection will be determined based on specific building/project parameters

2.1.12 All roof systems shall be designed to have a 20-year "total system" warranty/guaranty from the roofing material manufacturer. The "total system" shall include roof membrane, membrane flashings, insulation, insulation, protection

boards fasteners/adhesive and accessory products supplied or approved for use by the manufacturer. The warranty/guarantee shall provide for the following:

- a. The warranty/guaranty shall be issued by the manufacturer of the primary roof membrane system.
- b. The warranty/guaranty shall have no dollar limit (NDL) and be non-prorated for the entire term.

2.1.13 Where use of an "accepted" roof assembly is intended, it is the responsibility of the contractor to obtain and submit written evidence of acceptance from FM prior to preparation of construction documents. All roof systems shall be designed and specified to meet Factory Mutual recommendations and requirements, except as follows:

- a. Where building location and characteristics permit FM 1-60 uplift classification, the field fastening shall be increased to meet FM 1-90 recommendations. Recommended increases at perimeters and corners shall remain as if the field were designed to meet FM 1-60 recommendations (1-90 and 1-135 respectively when using FM Option b).

2.1.14 The following roof systems are not acceptable, unless specific written permission is provided by the University:

- a. Ballasted loose-laid roof systems.
- b. Inverted/protected roofing and waterproofing membrane assemblies (IRMA/PRMA). Consequently, areas such as exterior plaza decks and terraces over occupied interior spaces shall be avoided in building design.
- c. Sprayed polyurethane foam roofing, regardless of surfacing/coating type.

2.1.15 For roof replacement projects on whole or portions of existing buildings, the contractor shall be required to perform the following tasks during the Schematic Design Phase, in order to properly evaluate existing conditions and provide appropriate recommendations to the University:

- a. Review available existing construction documents and other historical data related to the existing roof and building construction. The University will provide the contractor with access to microfilm and drawing records, if available. The contractor shall review the records and determine all pertinent drawings. New Jersey City University will provide the contractor with copies of all requested drawings.
- b. Perform on-site survey of all roof areas to confirm all roof area dimensions and locations of all associated roof elements, including, but not limited to, roof

drains, scuppers, vent pipes, chimneys/flues, curbs, mechanical equipment, conduit and miscellaneous roof penetrations.

- c. Perform on-site survey of all detail conditions effecting the design and installation of the new roof system, including, but not limited to, perimeter edges, parapet walls, rising wall, flashing and counter-flashing heights, coping conditions, drainage components and related building components impacting the watertight integrity of the roof system.
- d. Verify existing deck slopes and evaluate the existing drainage components' conditions and capacity, as required to determine conformance with building code. Perform destructive testing (roof cuts/core samples) on each roof area as required to determine existing roof composition and subsurface conditions effecting the design and installation of the new roof system. Repair all test areas with compatible materials, in accordance with standard practice.

2.1.16 Special Documentation Requirements

- a. Drawings, including roof plans, sections, details and others as required, shall fully depict the extent of work and methods of construction.

2.1.17 Materials and Methods of Construction

- a. For all insulated roof systems, the Contractor shall be required to have an infrared roof moisture survey performed after installation is complete, and before final acceptance by the University. The contractor shall be responsible for permanent repair of all required invasive test locations. The contractor shall be responsible for removal and replacement of all moisture-containing insulation, including all necessary roofing and related work required. The roof moisture survey shall be ground-based, walk-over type, and performed in accordance with ASTM C-1153; Standard Practice for the Location of Wet Insulation in Roofing Systems Using Infrared Imaging, with the following additional requirements:
- b. The entire survey shall be recorded on USB or agreed upon electronic format, one copy of which shall be provided to the University with the report. In addition, the report shall include thermograms of all suspect areas and corresponding daytime photos of the same locations.
- c. The survey shall be performed by a firm specializing in infrared thermography services for at least ten (10) years.
- d. The inspection shall be conducted by an NDT test technician certified to at least Level 2 in the Thermal/Infrared test method in accordance with American Society for Nondestructive Testing Recommended Practice SNT-

TC-1A and having at least five (5) years' experience in providing infrared inspection services on commercial roofing systems.

- e. The contractor must submit written documentation indicating conformance with all above requirements before proceeding with the moisture survey.

2.1.18 Existing materials being removed shall be recycled to the greatest extent possible, with the exception of asbestos containing roofing materials.

2.1.19 Metal coping shall be used. Cast Stone, brick, and concrete copings are prohibited.

2.2. QUALITY ASSURANCE

2.2.1 Upon the end of the work day, nightly tie-ins will be installed to protect the newly applied roof assembly and protect the building interior. All materials are to be protected from the elements, keeping the entire facility orderly and clean.

2.3 ADDITIONAL WORK

Should additional work be required, which is beyond the scope of this RFP but is related to the overall contract, the vendor will be requested to submit a written proposal and upon approval, a change order will be issued to authorize the work.

3. SUBMISSION DELIVERABLES

3.1 BID PROPOSAL

3.1.1 Sealed bid proposal for the Work described herein must be received and time-stamped at the University. The closing date and time for bids will be stated in the Invitation to Bid. Bidders are cautioned that reliance on the U.S. Mail for timely delivery of proposals is at the Bidders' risk. Failure by the Contractor to have sealed proposals reach the University by the prescribed time will result in a return of the submission unopened and unread.

3.1.2 **Bids must be submitted on the Proposal Forms as provided.** Single Contract Lump Sum Bids will be received to perform the Work of all branches and provide all material required to complete the total project under one contract. Prospective Bidders may download complete bidding documents at: **www.njcu.edu/bidding**.

3.1.3 Bid Forms, Contract Forms, Plans and Specifications, Forms of Bid Bond, Agreement of Surety, Performance and Payment Bonds and other Contract Documents may be examined at the University. Qualified Contractors may obtain Contract Documents at the University. The Contracting Officer reserves the right to deny award to any Bidder who is not clearly responsible, based upon experience, past performance, and financial capability to perform the work required hereunder, or other material factors.

3.1.4 Bid proposals based upon the Bidding Documents 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 become aware of the reasonably observable conditions affecting his required performance. The Bidder is required to make appropriate allowances in the preparation of his Bid for the accommodation of any such conditions. Each Bidder warrants by submitting a bid he is familiar with conditions existing at the site at the time the Bid is submitted.

3.1.5 Proposals shall remain valid and may not be withdrawn for a period of sixty (60) days after Bid Opening Date.

3.1.6 Proposals not submitted in accordance with instructions contained herein and in the proposal package may be rejected as non-responsive.

3.2 BID MODIFICATION

3.2.1 A Bidder may modify their bid proposal at any time prior to the scheduled closing time for receipt of Bids, provided such communication is received by the University prior to such closing time. A written confirmation of any Modification signed by the Bidder must have been mailed and time-stamped by the University's Purchasing Department prior to specified closing time. Such confirmation shall be accompanied by a newly executed non-collusion affidavit.

3.2.2 Bids may be withdrawn upon written request received prior to the time fixed for the Bid Opening. Right for withdrawal of a bid is lost after a bid has been opened. If any error has been made in the bid amount, request for relief from the bid may be made in writing to the Contracting Officer. The written request shall be signed by an authorized Corporate Officer. A determination of whether the Bidder will be released shall be at the sole discretion of the Contracting Officer, who shall issue his finding within five (5) days of the receipt of all pertinent information relating to such request for relief.

3.3 CONSIDERATION OF BID

3.3.1 Acceptance or Rejection of Bids:

a. Contract will be awarded to the lowest responsible Bidder(s). The awards will be made, or the bids rejected, within sixty (60) days from the date of the opening of the bids.

b. All bid deposits of unsuccessful Bidders (except the lowest three (3) Bidder(s)) will be returned or refunded within five (5) days of the bid opening.

c. The Contracting Officer reserves the right to waive, in his sole discretion, any bid requirements when such waiver is in the best interests of the University and where such waiver is permitted by law.

d. The Contracting Officer reserves the right to reject any and all bids when such rejection is in the best interests of the University. The Contracting

Officer also may reject the bid of any Bidder who, in his judgment, is not responsible or capable of performing the Contract based on financial capability, past performance, or experience. A Bidder whose bid is so rejected may request a hearing before the Contracting Officer by filing a written notice.

e. The Bidder shall include in his bid the names of his principal Subcontractors, if any.

3.4 AWARDS

3.4.1 The Bidder to whom the Contract is awarded shall execute and deliver the requisite Contract Documents including Payment and Performance Bond within 10 days after notification of the acceptance of his bid.

3.4.2 The successful bidder, by executing a contract, agrees to perform their Work in a good and workmanlike manner to the reasonable satisfaction of the Contracting Officer and to complete all Work within the number of calendar days specified.

3.4.3 The successful bidder will be notified of the time and place for the signing of Contracts. Key requirements in the conduct of the Contract, including, but not limited to, the number of days for performance of the Contract, manner and schedule of payments and other administrative details will be reviewed at the award meeting. The time and place of the first job meeting also will be announced.

3.5 QUALIFICATION OF BIDDERS

3.5.1 The University reserves the right to reject a Bidder at any time prior to the signing of a Contract if information or data is obtained which, in the opinion of the Contracting Officer, adversely affects the responsibility and/or the capability of the Bidder to undertake and to complete the Work regardless of the Bidder's previous qualification or classification. The University may conduct any investigation as it deems necessary to determine the Bidder's responsibility and capability and the Bidder shall furnish all information and data for this purpose as the University may request.

3.6 DEPOSIT OR BID BOND

3.6.1 Each proposal shall be accompanied by a Bid Bond, Cashier's Check or Certified Check, made payable to the New Jersey City 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 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 be bound to issue the required Payment and Performance Bond, if the Bidder is awarded the Contract. If the Bidder whose proposal is accepted is unable to provide the Performance and Payments Bonds or fails to execute a Contract, then such Bidder and the Bid Bond Surety shall be obligated to pay to the 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 Check or Cashier's Check deposited hereunder as reimbursement for the difference as aforesaid, and shall return any unrequired balance to the Bidder. Should there be a deficiency in excess of the bid deposit, the Bidder and/or the Surety shall pay the entire amount of the University's difference in cost upon demand. Nothing contained herein shall be construed as a waiver of any other legal remedies the University may have by reason of a default or breach by the Contractor. Contractors electing to furnish a Bid Bond must include Consent of Surety, both in form acceptable to the University.

3.6.2 Attorney-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.

3.7 PERFORMANCE-PAYMENT BOND

3.7.1 The Bidder, to whom the award is made, shall furnish a Performance Bond, in statutory form as provided by the University, in an amount equal to one hundred percent (100%) of the total Contract Price as security for the faithful performance of this Contract and also a Payment Bond, in statutory form as provided by the University, in amount equal to one hundred percent (100%) of the Contract Price as security for the payment of all persons and firms performing labor and/or furnishing materials in connection with this contract. The Performance Bond and the Payment Bond must be in two separate instruments. **The Forms of Performance Bond and Payment Bond supplied by the University must be used.** No Contract shall be executed unless and until each Bond is submitted to and approved by the University. The Surety must be authorized to do business in the State of New Jersey and have at "Best" rating of a least "A".

3.7.2 The cost of Bonds shall be paid for by the respective Contractors.

3.7.3 If at any time the University, for justifiable cause, is dissatisfied with any Surety or Sureties who have issued, or propose to issue, the Performance or the Payment Bond, the Contractor shall, within ten (10) days after notice from the University to do so, substitute an acceptable Bond (or Bonds) in such form and sum and executed by such other Surety or Sureties as may be satisfactory to the University. The premiums on such Bond shall be paid by the Contractor. No Contract shall be executed and/or no Payment made under a Contract until the new Surety or Sureties shall have furnished such an acceptable Bond to the University.

3.7.4 Bonds must be legally 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 statement of the Surety must be included with the Bond and 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.

3.8 ADDENDA AND INTERPRETATIONS

3.8.1 No interpretation of the meaning of the Plans, Specifications or other pre-bid Documents will be provided to any Bidder unless such interpretation is made in writing to all prospective Bidders prior to Bid Opening. Any such interpretations which are not entered in accordance with this provision shall be unauthorized and, not binding upon the University.

3.8.2 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 Contract Administrator and must be received by the last day of questions noted in the milestone schedule and/or section C above. Any and all interpretations, clarifications or corrections and any Supplemental Instructions must be issued by the Contract Administrator in writing in the form of Addenda and e-mailed to all prospective Bidders not later than five (5) working days prior to the date of the opening of Bids. All Addenda issued shall become part of the Contract Documents and shall be acknowledged in all the Bid Proposals. Failure of a Contractor to acknowledge receipt of all such Addenda and Interpretations with his bid may result in his proposal being considered non-responsive, at the option of the Contracting Officer.

3.8.3 Each Bidder shall be responsible for thoroughly reviewing the Contract Documents prior to submission of bids. Bidders are advised that no claim for

expenses incurred or damages sustained on account of any error, discrepancy, omission, or conflict in the Contract Documents shall be recognized by the University unless, and only to the extent that, a written request for interpretation, clarification, or correction has been submitted in compliance with section 8.2, and the matter has not been addressed by the University through the issuance of Addenda interpreting, clarifying and/or correcting such error, discrepancy, omission, or conflict.

3.9 ASSIGNMENTS

3.9.1 The Contractor shall not assign the whole or any part of this Contract without written consent of the University. Money due or to become due the Contractor hereunder shall not be assigned for any purposes whatsoever.

3.10 FEDERAL EXCISE TAXES AND STATE SALES TAX

3.10.1 Bidders, in preparing their Bids, must take into consideration applicable Federal and State Tax Laws.

3.10.2 Under Chapter 32 of the Internal Revenue Code, an exemption certificate must be on file with the University and/or the Contracting Officer of the Division of Purchase and Property (Number 22-75-005).

3.10.3 Materials, supplies, or services for exclusive use in erecting structures or buildings or otherwise improving, altering or repairing all University-owned property are exempt from the State Sales Tax.

3.10.4 Bidders must make their own determinations as to the current status and applicability of any Tax Laws and the Contractor may make no claim based upon any error or misunderstanding as to the applicability of any Tax Laws.

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

3.11 RESTRICTIVE SPECIFICATIONS

3.11.1 Should any Bidder determine before the Bid due date, that any portion of the Specifications or Drawings specify a particular product which can be provided by only one supplier or manufacturer, with the result that competitive prices are not available, he shall immediately notify the Contracting Officer in writing of such fact.

3.11.2 If such notice is not given in a timely manner, it shall be assumed that the Bidder has included the estimate of such sole source in his Bid. In the alternative, if

the Contracting Officer is notified, in a timely manner, of the requirement in the specification of a sole source of supply or manufacturer, he may order the project re-bid or may take any other lawful action.

3.12 OFFER OF GRATUITIES

3.12.1 Chapter 48 of Laws of 1954 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 disbarment or suspension of such company from bidding on and providing work or materials on University Contracts.

3.13 LIQUIDATED DAMAGES

3.13.1 The provisions of paragraph 8.4 of the General Conditions, shall apply to the completion of all the Work, including any alternates awarded.

4. BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to read and follow all instruction contained in the RFP, and subsequent Addendums, in preparing and submitting its bid proposal.

Note: Bid Proposals shall not contain URLs (Uniform Resource Locators, i.e. the global address of documents and other resources on the World Wide Web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that bid proposal's content changes as the reference web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered for award, the bid proposal must be received by Procurement Services at the appropriate location by the required time in a sealed envelope as per Section 1.3.2. The date and time is indicated on the cover sheet.

THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE RFP NUMBER, TITLE, AND THE BIDDERS NAME AND ADDRESS.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposal. Late bid proposals are ineligible for consideration.

4.3 BID PROPOSAL CONTENT

4.3.1 MANDATORY SUBMITTAL FORMS

The following forms/certificates are to be included in your Proposal Response, Attachments can be found in Appendix A:

- a) Consent of Surety (see attached form)
- b) Qualification Affidavit (see attached form)
- c) Affidavit of Outreach and Subcontractor Data Sheet (see attached form)
- d) Statement of Compliance (see attached form)

- e) Exhibit B – Mandatory Equal Employment Opportunity Language (see attached form)
- f) Construction Contracts Additional Mandatory Construction Contract Language Executive Order 151 (see attached form)
- g) Construction Contracts Language B (see attached form)
- h) Non-Collusion Statement (see attached form)
- i) Certification and Disclosure of Political Contributions (EO 51 and 117) (see attached form)
- j) Source Disclosure Certification (EO 129) (see attached form)
- k) Disclosure of Investment Activities in Iran (see attached form)
- l) MacBride Principles Form (see attached form)
- m) Request for Taxpayer Identification Number and Certification (Form W-9) (see attached form)
- n) NJCU Supplier Form (see attached form)
- o) NJCU Terms and Conditions
- p) Contractor and Subcontractor’s Public Works Registration Certificate (vendor to provide)
- q) Contractor and Subcontractor’s NJ Department of Treasury Business Registration (vendor to provide)
- r) Contractor and Subcontractor’s DPMC Classification and 701 Form (vendor to provide)
- s) Insurance Certificate (vendor to provide)
- t) If applicable, NJ Small Business Enterprise (SBE), Woman Business Enterprise (WBE), and/or Minority Business Enterprise (MBE) Certification(s) (vendor to provide)

5. FINANCIAL PROPOSAL

Date of Proposal: _____

Contractor Firm Name: _____

5.1 Base Bid Lump Sum Total: \$_____

Base Bid Lump Sum Total in Words: _____

The prospective Contractor agrees that this bid shall be valid for one hundred twenty (120) days from the bid opening date. In the event of any discrepancy between the amount identified in words and the amount identified in numbers, then the amount shown above in words shall govern.

- 5.2 Please provide a narrative describing your approach to this project. As in, steps you anticipate taking with approximate time duration in working days, allowing 4 days for University review of proposed systems
- 5.3 Optional: Please provide any warranty information, and/or preventive maintenance costs

~ END OF PRICING SHEET ~

6. APPENDIX A – REQUIRED FORMS/CERTIFICATES

**NEW JERSEY CITY UNIVERSITY
CONSENT OF SURETY**

In consideration of the sum of One Dollar (\$1.00), 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 New Jersey City University accepts the preceding Proposal and award is made 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 the New Jersey City University, herein 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 _____

**New Jersey City University
SUBCONTRACTOR DATA SHEET**

1. Business Name: _____

2. Address and Telephone: _____

_____ () _____ - _____

3. Status: SBE _____

4. Name(s) of contact(s) at this business: _____

5. Describe the potential subcontract work which this business was contacted about:

6. Did this potential subcontractor bid for the work described in paragraph 5?

_____ Yes or _____ No (check one)

7. Would this business be awarded a subcontract if you are awarded the prime contract?

_____ Yes or _____ No (check one)

8. If the answer to questions 7 is no, explain the reason for this decision:

INSTRUCTIONS: This form enables you to demonstrate your outreach efforts to engage Small Business subcontractors. Please use one sheet for each potential SBE contacted.

STATEMENT OF COMPLIANCE

1. We, the Undersigned, acting through its authorized officers and intending to be legally bond, agree that this bid proposal shall constitute an offer by the Undersigned to enter into a Contract with the acts and things therein provided, which offer shall be irrevocable for 60 calendar days with additional extension upon consent, from the date of opening hereof and that the University may accept this offer at any time during said period by notifying the Undersigned of the acceptance of said offer.

2. We, the Undersigned, a sole proprietor/partnership/corporation created and existing under the laws of the State of _____, has its business at

Vendor Name _____

Vendor Address _____

Telephone _____

Fax _____

E-Mail _____

Sign by _____
Proprietor/Principal/President

Attested by _____
Secretary

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by **N.J.A.C. 17:27-7.3**; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed

by the Division , that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with **N.J.A.C. 17:27-7.3**.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

(B). If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

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

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

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

(4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and

Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5). If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing **N.J.S.A. 10:5-31 et. seq.**;

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

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii). If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent

with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

(D). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**CONSTRUCTION CONTRACTS
ADDITIONAL MANDATORY
CONSTRUCTION CONTRACT LANGUAGE
EXECUTIVE ORDER 151**

In the event that you or your firm is awarded this contract, our office upon award will send the necessary additional forms. These should be submitted within three (3) working days of notification. (Bidders are required to comply with the requirements of N.J.A.C 17:27-3.6, 3.7, AND 3.8 also known as Exhibit B.).

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

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

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

1. The contractor shall recruit prospective employees through the State Job Bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCenterNJ>;
2. The contractor shall keep specific records of its efforts, including records of individuals interviewed and hired, including the specific numbers of minorities and women;
3. The contractor shall actively solicit and shall provide New Jersey City University 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 New Jersey City University 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.

I certify that I have read and agree to the requirements set forth above.

Name: _____

Title: _____

Signature: _____

Date: _____

Attest:

Seal

Contractor: Please complete and sign this form and return it with your Contract or Bid Proposal.

.....An Equal Opportunity Employer.....

*Special Note: This questionnaire must be completed, signed and returned with your bid.

**CONSTRUCTION CONTRACTS
LANGUAGE “B”**

In the event that you or your firm is awarded this contract, our office upon award will send the necessary additional forms. These should be submitted within three (3) working days of notification. (Bidders are required to comply with the requirements of P.L.1975,C.127(N.J.A.C. 17:27).

All successful Construction Contractors must submit the following as evidences:

1. Complete Form AA-201 (Initial Project Manning Report – Construction)
2. This report must be submitted to the Public Agency that awards the contract and the Affirmative Action Office no later than three (3) days after the contractor signs the contract.
3. Each Contract must also contain Language “B”.
4. Are you a Minority Owned Business?

() Yes

() No

I certify that the above information is correct to the best of my knowledge.

Name: _____

Title: _____

Signature: _____

Date: _____

Contractor: Please complete and sign this form and return it with your Contract or Bid Proposal.

.....An Equal Opportunity Employer.....

*Special Note: This questionnaire must be completed, signed and returned with your bid.



PURCHASING DEPARTMENT
AFFIRMATIVE ACTION REQUIREMENTS FOR PROCUREMENT,
PROFESSIONAL OR SERVICE CONTRACTING

Contractors/Vendors must submit one of the following within seven (7) days of award of contract:

- _____ 1. If the Contractor/Vendor has a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs.
A photo copy of the letter of approval is to be submitted to the public agency.
- _____ 2. If the Contractor/Vendor has a Certificate of Employee Information Report.

A photo copy of the Certificate is to be submitted to the public agency.
The number is:_____.
- _____ 3. If Contractor/Vendor has none of the above, the public agency is required to provide the Contractor/Vendor with an A.A.302 Affirmative Action Employee Information Report.

NOTE: The Federal Affirmative Action Plan Approval or the Certificate of Affirmative Action Employee Information Report may be requested prior to the signing of the contract.

The Affirmative Action Employee Information Report (A.A.302) is only to be provided to the Contractor/Vendor that will be awarded the contract.

The Public Agency may require the Contractor/Vendor that is to be awarded the contract to submit their Affirmative Action Employee Information Report (marked Public Agency) at the time the signed contract is returned to the Agency.

The appropriate Affirmative Action document should be submitted by the seventh day after the notification of intent to award a contract or the signing of the contract.

If the Contractor/Vendor does not submit the Affirmative Action document within the required time period, the Public Agency may extend the time period to the fourteenth calendar day.

If by the fourteenth calendar day the Contractor/Vendor does not submit the Affirmative Action document, the Public Agency must declare the Contractor/Vendor as being non-responsive and award the contract to the next lowest responder.



PURCHASING DEPARTMENT

NON-COLLUSION STATEMENT

DATE: _____

New Jersey City University
Purchasing Department
2039 Kennedy Boulevard
Jersey City, New Jersey 07305

This is to certify that the undersigned responder, _____, has not, either 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 proposal submitted to New Jersey City University on the _____ day of _____ 2020.

Signature of Responder _____

Corporate Seal:

Attest: _____
Secretary

Sworn to and subscribed before this _____

day of _____ 2020.

My Commission expires _____.

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED IN ORDER FOR THE RFP RESPONSE TO BE CONSIDERED.

NON-COLLUSION STATEMENT

New Jersey City University requires as a condition precedent to acceptance of RFP responses, a sworn statement executed by, or on behalf, of the person, firm, association or corporation to whom such contract is to be awarded certifying that such person, firm, association or corporation has not, either 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 such contract. The form for this sworn statement is included in the proposal and must be properly executed in order to have the RFP response considered.

INFORMATION AND INSTRUCTIONS

For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bsol/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at CD134@treas.nj.gov. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number -- Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor’s primary email address.

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

FOR STATE USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

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

**Please check if requesting
recertification**

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

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

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

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

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

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

All Officers of a Corporation or PC

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

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

- 1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

- 2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Candidate Committee for or Election Fund of any Governorial or Lieutenant Governorial candidate
State Political Party Committee
County Political Party Committee

- 3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:**

Municipal Political Party Committee
Legislative Leadership Committee

| |
|---|
| Full Legal Name of Recipient _____ |
| Address of Recipient _____ |
| Date of Contribution _____ Amount of Contribution _____ |
| Type of Contribution (i.e. currency, check, loan, in-kind) _____ |
| Contributor Name _____ |
| Relationship of Contributor to the Vendor _____ |
| If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions. |

Remove Contribution

Add a Contribution

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

Part 3: Certification (Check one box only)

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

I hereby certify as follows:

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

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
 - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
 - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
 - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

"N.J.S.A. 52:34-13.2 CERTIFICATION"
SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____ Waiver Number: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors.

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

| Contractor and/or Subcontractor | Description of Services | Performance Location[s] by COUNTRY | Reasons why services cannot be performed in USA |
|------------------------------------|-------------------------|--|---|
|------------------------------------|-------------------------|--|---|

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

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

Contractor: _____
[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

State of New Jersey
Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ **Bidder/Offeror:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. FAILURE to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

| | |
|-----------------------------------|--------------------------------------|
| Name _____ | Relationship to Bidder/Offeror _____ |
| Description of Activities _____ | |
| _____ | |
| Duration of Engagement _____ | Anticipated Cessation Date _____ |
| Bidder/Offeror Contact Name _____ | Contact Phone Number _____ |

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

MACBRIDE PRINCIPLES FORM**BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

Signature: _____

Print Name: _____

Title: _____

Firm Name: _____

Date: _____



SUPPLIER FORM

Procurement Department
 2039 Kennedy Blvd., Hepburn Hall, Room 111
 Jersey City, New Jersey 07305-1597
 Telephone 201-200-3159 Fax: 201-200-3238
 Email: ps@njcu.edu

Instructions/Purpose: In order to comply with various government regulations and to update our supplier information files, please complete and return this form to the email above.

| | | | | | |
|--|--|----------------|--|--------|--|
| Supplier Name: | | | | | |
| PURCHASE ORDER INFORMATION | | | | | |
| Mailing Address: | | | | | |
| City: | | State: | | ZIP: | |
| Sales Contact: | | | | Title: | |
| Direct Phone: | | General Phone: | | Fax: | |
| Email Address: | | General Email: | | | |
| <u>PO Dispatch Email Address (for use in auto dispatch):</u> | | | | | |
| REMIT TO INFORMATION (if different from above) | | | | | |
| Mailing Address: | | | | | |
| City: | | State: | | ZIP: | |
| AP Contact: | | | | Title: | |
| Direct Phone: | | General Phone: | | Fax: | |
| Email Address: | | General Email: | | | |

 TYPE OF BUSINESS: (CHECK ALL THAT APPLY)

MINORITY BUSINESS ENTERPRISE (MBE):

- | | | |
|--|--|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian American | <input type="checkbox"/> Multiple Ethnicities |
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Native American | <input type="checkbox"/> Unspecified |

WOMEN BUSINESS ENTERPRISE (WBE)

SMALL BUSINESS ENTERPRISE (SBE)

NONE OF THE ABOVE

OTHER (please describe): _____

I ATTEST THAT INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT ANY INFORMATION WILLFULLY FALSIFIED OR OMITTED MAY RESULT IN THIS FIRM BEING DISBARRED FROM BIDDING ON CONTRACTS FOR A PERIOD OF UP TO TWO YEARS, AND LIABILITY ATTENDANT TO CIVIL AND CRIMINAL PENALTIES. THE COMPLETION OF THIS FORM IN NO WAY OBLIGES THE UNIVERSITY OR GUARANTEES OPPORTUNITIES TO BID OR RECEIVE ORDERS.

 SIGNATURE

 DATE

**NEW JERSEY CITY UNIVERSITY
TERMS AND CONDITIONS**

The following terms and conditions apply to all contract or purchase agreements made with New Jersey City University unless specifically deleted on the University proposal form. Vendors submitting offers to the University must clearly cross out any paragraph they do not agree to meet. Any redaction or change in the University terms and conditions will be factored into the determination of an award of a contract or purchase agreement.

Bidders are notified by this statement that all terms and conditions will become part of any contracts(s) or orders(s) awarded as a request for proposal whether stated in part in summary or by reference. In the event a vendor's terms and conditions conflict with the University, the University terms and conditions shall prevail.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

- 1.1. **CORPORATE AUTHORITY** – It is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out the State must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey. Refer to N.J.S. A. Title 14A chapter 13-3
- 1.2. **ANTI-DISCRIMINATION** – All parties to any contract with the New Jersey City University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3. **AFFIRMATIVE ACTION** – All parties to any contract with the New Jersey City University must comply with P.L. 1975, C. 127.
- 1.4. **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** – (P.L.1983. c. 315: N.J.S.A. 34:5A-1 at seq) requires employers to label all containers of hazardous substances by March 1, 1985. By August 29, 1986, employers must label all containers on University premises. Under the terms of the Act, the University is considered employer, therefore, all goods offered for purchase to the University must be labeled in compliance with the provisions of the Act.
- 1.5. **OWNERSHIP DISCLOSURE** – Contracts for any work, goods or services cannot be issued to any firm unless prior to or at the time of bid submission the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interest. Refer to N.J.P.L. 1977, Chapter 33. (N.J.S.A. 52:25-24.2)
- 1.6. **COMPLIANCE-STATE LAWS** – It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties here to shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.7. **COMPLIANCE LAWS** – The vendor must comply with all local, state and federal laws, rules and regulations applicable to the contract and to the work to be done here under.

2. LIABILITES

- 2.1. **LIABILITY-COPYRIGHT** – The Contractor shall hold and save New Jersey City University, its officers, agents, students, servants and employees, harmless from liability of any nature of kind for or on account of the use of any copyrighted or uncopyrighted composition secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

- 2.2. **INDEMNIFICATION** – The contractor shall assume all risk of and agrees to indemnify, defend, and save harmless the New Jersey City University, its officers, agents, students, servants and employees from and against any and all claims, demands, suits, actions, recoveries, judgment and costs and expenses on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under the contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3. **INSURANCE** – The successful bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. The successful bidder shall provide New Jersey City University with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after thirty days written notice to New Jersey City University, Procurement Services Department.

The insurance to be provided by the successful bidder shall be as follows:

1. Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. Coverage for bodily injury and property damage claims arising out of the professional acts of the general contractor and subcontractors shall also be included. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) general aggregate, three million dollars (\$3,000,000) product/completed operations aggregate. A “per project endorsement” shall be included, so that the general aggregate limit applies separately to the project that is the subject of this contract.
2. Comprehensive General Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000.00 combined single limits.
3. Compensation insurance applicable to laws of the State of New Jersey and Employer’s Liability insurance with a limit of not less than \$1,000,000.00.

Upon request, the successful contractor will provide certificates of such insurance to New Jersey City University, Procurement Services Department prior to the start of the contract and periodically during the course of a multi-year contract.

- 2.4. **PROHIBITED INVESTMENT ACTIVITIES IN IRAN** – Pursuant to N.J.S.A. 52:32-55 et seq., a person or entity listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran shall be ineligible to bid on, submit a proposal for, or enter into or renew a contract with a State agency for goods or services.

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY CITY UNIVERSITY (Unless Otherwise Specified in Bid Specifications)

- 3.1. **VENDOR RIGHT TO PROTEST-INTENT TO AWARD** – Within sixty (60) days of a bid opening, the University shall provide to all bidders a copy of a “Notice of Intent to Award a Contract;” and shall notify any nonresponsive/non-responsible bidder of the basis for disqualification, unless, within the sixty (60) day period, the University requests that bidders agree to permit the bids to be held for a longer time period for consideration pending issuance of a “Notice of Intent to Award.”

Any bidder, having submitted a proposal in response to this RFP and finding cause to protest the University’s disqualification of a bid, or notice of intent to award, may make written request to the Director of the Procurement Department setting forth, in detail, the specific grounds for challenging the disqualification of its bid or for challenging the University’s intent to award the Contract, as applicable. The protest shall be filed within five (5) business days following the bidder’s receipt of written notification that its bid is disqualified or of notice of the intent to award, as applicable.

The University shall consider the written record when deciding a bid protest. The written record may include, but is not limited to, the written protest, any written response to the protest submitted by the lowest responsible bidder, the terms, conditions and requirements of the RFP, the proposals submitted in response to the RFP, the evaluation committee report and/or the award recommendation document, pertinent administrative rules, statutes, and case law, and any associated documentation the University deems appropriate. In cases where no in-person presentation is deemed necessary, the University shall afford the protester and other interested parties a fair opportunity to submit written statements and documents supporting the facts and the legal arguments relevant to the bid protest.

The University has the discretion to determine if an in-person presentation is necessary to reach an informed decision on the issues raised by the protester. An in-person presentation is a fact-finding hearing for the benefit of the University. The University has the discretion to permit attendance at an in-person presentation by those parties likely to be affected by the outcome of the protest. The in-person presentation shall be recorded electronically by the University and the electronic recording shall be available for public access as a “government record” under OPRA.

In those instances where the University determines that an in-person presentation is necessary to reach an informed decision on the issues raised by the protester, the University shall provide written notification to the bid protest participants along with the date of the in-person presentation. Any bidder who intends to be represented by an attorney at an in-person presentation must notify the Director of the Procurement Department no later than two days following receipt of notification of the scheduling of an in-person presentation to give the University an opportunity to have counsel from the Attorney General’s Office, Division of Law, attend in person or by telephone. If advance notification is not provided, the University may limit the bidder’s attorney to advising and assisting the bidder by submitting questions to be asked of other participants/witnesses at the discretion of the University’s presiding officer. The in-person presentation will not be rescheduled in this situation. The University reserves the right to waive any immaterial defects in the bid or the bidding process.

Following the close of the record in the bid protest (for determinations based only upon the written record, the record shall be deemed closed at the end of the business day, five days following the bidder receipt of the “Notice of Intent to Award”; for determinations following an in-person presentation the record shall be deemed closed at the close of the in-person presentation unless or as directed by the presiding officer, whichever is later) the University Contracting Officer shall issue a written decision including findings of fact and conclusions and shall provide copies of the bid protest decision to all participants in the bid protest. The bid protest decision is a final decision of the “Contracting agent”, as that term is defined in the State College Contracts Law, N.J.S.A.18A:64-53(b). Notice of award of the Contract following a bid protest decision shall be provided to all bidders, and shall be appealable to the Superior Court of New Jersey, Appellate Division.

- 3.2. **SUBCONTRACTING OR ASSIGNMENT** – The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the University. Such consent, if granted, shall not relieve the contractor of any of his/her responsibilities under the contract..

In the event that the bidder proposes to subcontract for the services to be performed under the terms of the contract award, a list of said subcontractors and an itemization of the services to be supplied by them must be stated and attached to the bid for approval.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the University.

- 3.3. **PERFORMANCE GUARANTEE OR BIDDER** – The bidder hereby certifies that: The equipment offered is standard new equipment, as is the manufacturer's latest model in production, with parts regularly used for the type of equipment substituted or applied contrary to manufacturer's recommendations and standard practice.

All equipment supplied to the University and operated by electrical current is UL approved.

All new machines are to guarantee for a period of one year from time of delivery and/or installation and prompt service rendered without charge regardless of geographic location.

Sufficient quantities of parts necessary for proper service to equipment will be maintained to distribution points and service headquarters.

Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request may originate within a 48 hour period or within the time accepted as industry practice.

The contractor shall immediately replace any material which is rejected for failure to meet the requirements of the University.

All services rendered to the University shall be performed in strict and full accordance with the specifications as agreed to in the contract. A service contract shall not be considered complete until final approval by the University is rendered. Payment to vendors for services rendered may not be made until final University approval is given.

- 3.4. **DELIVERY GUARANTEES** – Deliveries shall be made at the time and in such quantities as ordered in strict accordance with conditions contained in proposal.

The vendor shall be responsible for the delivery of material in first class condition to the University or the purchaser under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with bid specifications.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the specifications, the University may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

- 3.5. **LIQUIDATED DAMAGES** – In the event that the Contractor shall fail to comply with any of the conditions herein provided and as covered by the contract, the Director of Purchasing shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) days. In the event of the failure of the Contractor to remedy the same within this period, the Director of Purchasing may take steps to terminate the contract. In this event, the Director may authorize the services to be performed by any available means, the difference between the actual cost paid and the bid of the defaulting Contractor to be deducted from any monies due the defaulting Contractor.

The Contractor will not be liable for circumstances beyond its control. However, any substantial or continuing failure to fully perform any or all of the services herein agreed to be performed by the Contractor, or any event, regardless of cause, which results in a substantial interruption of service, shall entitle New Jersey City University to terminate this Agreement as for cause. However, any right of termination which will arise from any cause beyond the Contractor's reasonable control, or which the Contractor could not reasonably have anticipated or avoided, may be exercised by New Jersey City University with agreed upon payment of termination charges.

- 3.6. **UNIVERSITY'S RIGHT TO INSPECT BIDDER'S FACILITIES** – The University reserves the right to inspect the bidder's establishment before making an award.
- 3.7. **MAINTENANCE OF RECORDS** – The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request.
- 3.8. **CONFIDENTIALITY CLAUSE** – The University and the Contractor agree as part of this award each party shall, and shall cause its personnel, officers, agents, and representatives, to hold and deal with in strict confidence the other party's confidential information. NJCU's confidential information includes all matters relating to its business, including, but not limited to, materials and data that have been disclosed by NJCU to the Contractor and that are not publicly available at the time they are disclosed to Contractor, more specifically, including but not limited to, any and all technical and commercial information, market plans, strategy, personnel data (including, but not limited to census, salary and benefits information), benefits programs, tax filings, any information relating to the drafting of benefit plans, computer programs relating to the above described items, and new products (collectively hereinafter referred to as "Confidential Information").

Contractor's confidential information includes all Contractor's Know-how, Work Product, Deliverables, pricing structures, and other business strategies, and all other matters that the Contractor deems confidential. These confidentiality obligations shall not apply to any information that is now or becomes publicly available other than by a breach of the terms of this Agreement, was known by a party prior to its receipt from the other party, is developed by the recipient independently of any disclosures previously made under this Agreement of such information, or is required to be disclosed by legal process. Except in connection with the performance of services contemplated herein, the Contractor shall not use any trademark or service mark of NJCU or of any parent, subsidiary, or affiliate of NJCU in any published form, literature, or other documents without the express written consent of Client or its affiliates. The Contractor shall not give any press release or press interview on any matter pertaining to NJCU without first obtaining the written consent of NJCU. The Contractor may include NJCU's name on its NJCU list provided to third parties.

The Contractor agrees to hold in trust and confidence all information obtained directly or indirectly in or through the files or records of the University, or disclosed in connection with this Agreement, and to disclose and utilize such information only in connection with and to the extent necessary for the accomplishment of the work required hereunder; provided, however, the Contractor shall not disclose any such information to a third party without the prior written consent of the Contracting Officer or his duly authorized representative.

4. TERM RELATING TO PRICE QUOTATION

- 4.1. **PRICE FLUCTUATIONS DURING CONTRACT** – All prices quoted shall be firm and not subject to increase during the period of contract.

In the event of a manufacturer's price decrease during the contract period, the University shall receive the full benefit of such price reduction of any undelivered purchase order and on any subsequent order placed during the contract period. The University must be notified in writing of any price reduction with five (5) days of the effective date.

- 4.2. **DELIVERY COSTS** – Unless noted otherwise in the specifications all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipment, the vendors shall assume all liability and responsibility for the delivery of merchandise in good condition to the University of designated purchaser unless otherwise specified.

F.O.B. Destination does not cover "spotting" but does not include delivery on the receiving platform of the University unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipment made at vendors' convenience when a single shipment is ordered. The weights and measures of the University receiving the shipment shall govern.

- 4.3. **COD TERMS** – Unless otherwise stated in the RFP, C.O.D. terms are not acceptable as part of a bid proposal, and are cause for automatic rejection of a bid.
- 4.4. **TAX CHARGES** – New Jersey City University is exempt from N.J. Sales, Use Tax and Local Taxes under N.J.S.A. 54:32B-9(a)(1). As a non-profit institution, the University is exempt from Federal Excise Tax. These taxes must not be included in vendor quotations or invoices.
- 4.5. **PAYMENT TO VENDORS** – Payments for goods and/or services purchased by the University will only be made against the contractor's invoice. The contractor's invoice form in duplicate together with the original Bill of Lading receipt and other related papers must be sent to the consignee on the date of each delivery.

5. CASH DISCOUNTS

Cash discounts for periods of less than 15 days will not be considered as factors in the award of contracts for purposes of determining the University's compliance with any discount offered.

- 5.1. A discount period shall commence on the day the University receives a properly signed and

executed Contractor's invoice form for products and services that have been duly accepted by the University in accordance with the terms, conditions and specifications of the Contract/Purchase Order. If the invoice is received prior to delivery of the goods and services, the discount period begins with the acceptance of the goods or services.

- 5.2. The date on the check issued by the University in payment of that invoice shall be deemed the date of the University response to that invoice.



In order to ensure we contact the correct person when issuing information about this RFP please provide the following information:

Point of Contact: _____

Title: _____

Address: _____

Apt/Suite: _____

City: _____

State: _____

Zip Code: _____

Telephone Number: _____

Fax Number: _____

Email address: _____

7. APPENDIX B – PROJECT MANUAL & GENERAL CONDITIONS

Please download from the following link:

<http://bit.ly/2Skpfju>

8. APPENDIX C – ROOF PLANS

Please download from the following link:

<http://bit.ly/392tzKd>