



MONTCLAIR STATE

UNIVERSITY

Request for Proposals

For

Partridge Hall Renovation

Lump Sum General Construction

RFP No. 1215

August 26, 2015

Addendum No. 1 September 17, 2015

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Request for Proposal No. 1215

Partridge Hall Renovation

Bid Due Date & Time: September 30, 2015 at 11:00 AM

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*NOTE: The * denotes pages that require some level of completion by the Bidder. All forms must be completed and returned in your bid package. The above listing represents the order of precedence with respect to conflicting terms or requirements.*

MONTCLAIR STATE UNIVERSITY ADVERTISEMENT FOR BIDS

As published in the Star Ledger on August 26, 2015:

The Director of Procurement Services at Montclair State University will receive bids for Request for Proposal # 1215 Partridge Hall Renovation through 11:00 AM September 30, 2015 when they will be publicly opened at the Finance and Treasury Conference Room, Suite 101, 855 Valley Road, Clifton, NJ 07013. The project scope includes general contractor services to perform work associated with the new School of Nursing, Graduate School, Research/Sponsor Program and Institutional Review Board at the existing building that is located adjacent to University Hall, totaling approximately 49,000 sq. feet. Work includes, but not limited to, full gut/demolition, electrical, plumbing, HVAC, carpentry and telecom.

A Mandatory Pre-Bid Meeting and Site Inspection will be held on Thursday, September 3, 2015 at 10:00 AM at the Department of Facilities Conference Room located at 855 Valley Road, Suite 107, Clifton, NJ, 07013. Copies of the request for proposal, including information for Bidders, bidding forms and specifications may be obtained on or about August 26, 2015 at the Office of the Director of Procurement Services for a non-refundable fee of \$10.00 per electronic set.

Bidders are required to comply with requirements of P.L. 1975 c. 127 (N.J.A.C. 17:27) (Affirmative Action), State of New Jersey Prevailing Wage Rate Act P.L. 1977, Chapter 133, "Statement of Stockholders Exceeding 10%," and Executive Order No. 151. Montclair State University is an Equal Opportunity Purchaser.

Details regarding the requirements for vendors bidding this work are contained in the request for proposal. Questions may be directed to Halyna Hotsko, Contract Manager at (973) 655-7010 or via fax at 973-655-5468. Additional details may be found at <http://www.montclair.edu/finance/news/index.php?ChannelID=92>

By: Daniel Roche – Director of Construction Procurement, Montclair State University.

The Director of Construction Procurement Services will receive bids for:

**CONTRACT: Request for Proposal # 1215
 Partridge Hall Renovation
 Lump Sum General Construction**

Until 11:00 AM on September 30, 2015 at which time they will be publicly opened and read aloud in the Department of Treasury and Finance Conference Room, Suite 101, 855 Valley Road, Clifton, NJ 07013.

Project summary: The successful bidder shall provide general contractor services to perform work associated with Partridge Hall Renovation.

The mandatory Pre-Bid Meeting and Site Inspection of September 3, 2015 requirement has been waived for this RFP.

Copies of the proposal, including information for Bidders, bidding forms and specifications may be obtained on or about August 26, 2015 at the of the Director of Procurement Services, Montclair State University, 855 Valley Road, Suite 112, Clifton, New Jersey 07013 for a non-refundable fee of \$10 per electronic set. Payment for bid packages and specifications shall be made by cash, check or money order payable to "Montclair State University" at the Department of Finance and Treasury Office, 855 Valley Road, Clifton, N.J. 07013. Requests for additional information may be directed to Halyna Hotsko, Contract Manager at (973) 655-7010 or via fax at (973) 655-5468. Any award of contract resulting from this Request for Proposal will be subject to the availability of funds. All proposals must be delivered or mailed. Electronic bids via fax or telephone will not be accepted. Bids must be enclosed in a sealed envelope/package bearing the name of the Bidder and clearly marked as follows on the outside of the envelope:

**RFP# 1215 – Partridge Hall Renovation
Director of Procurement Services
Montclair State University
855 Valley Road, Suite 112**

Clifton, NJ 07013
Phone: (973) 655-4145

Bidder's written questions are due by September 14, 2015 by 12:00 Noon. All responses to questions will be issued via formal addendum to all registered plan holders prior to the bid due date.

Qualifications –

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

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

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

Bidders are required to be registered with the New Jersey Department of Property Management and Construction (DPMC) and possess a valid General Construction classification of C008 with a minimum rating of \$100 million dollars or more at the time of proposal submission and contract execution.

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

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

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

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

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

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

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

By:
Daniel Roche
Director of Construction Procurement Services
Montclair State University

PROPOSAL FORM
State of New Jersey
MONTCLAIR STATE UNIVERSITY
Montclair, NJ 07043
PROJECT NO. 1215
Partridge Hall Renovation

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

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

This proposal will be accepted no later than **11:00 AM on September 30, 2015** after which time all proposals will be publicly opened and read in the Department of Finance and Treasury Conference Room, Suite 101, 855 Valley Road, Clifton, NJ 07013.

Firm Name: _____

Signature: _____ **Title:** _____ **Date:** _____

The undersigned proposes to furnish all labor and materials as called for in the specifications and drawings to provide **Partridge Hall Renovation**.

SINGLE BID (Lump Sum All Trades) \$ _____

SINGLE BID (Lump Sum All Trades in words)

SCHEDULE: Project Duration – 240 consecutive calendar days.

BY SUBMITTING THIS BID, THE BIDDER HAS REVIEWED THE SCHEDULE, AND ACKNOWLEDGES THE SCHEDULE AND MILESTONES INDICATED, AND HAS INCLUDED CONSIDERATION TO COMPLETE THE WORK WITHIN THE SCHEDULE REQUIRED.

Pricing to hold good through 60 days after the bid due date. The contractor must complete required information on the original and all supplemental pages of this proposal. If the information is not properly completed and is not received on time, the bid proposal will not be read and will be rejected.

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

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

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

Form Submittal Confirmation

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

- Proposal Form -- Completed (Page 4)**
- Form Submittal Confirmation – Signed by Principal of Company (Page 5)**
- Acknowledgement of Addenda – Signed by Principal of Company (Page 6)**
- Single Bid Subcontractor Listing – Complete (Page 7)**
- Pricing Sheets – Complete as applicable (Pages 8-10)**
- Non-Collusion Affidavit – Signed by Principal of Company and Notarized (Page 11).**
- Stockholder Disclosure Form Signed by Principal of Company (Page 12).**
- MSU Proposal Form – Signed by Principal of Company (Page 13).**
- Schedule of SBE Participation, MSU Form B-1 (Page 25).**
- Instructions to Bidders (Page 26).**
- Public Law 2005 Chapter 51 – MSU Form 134A (Attachment A).**
- Adherence to General Conditions of Contract – Signed by Principal of Firm (Page 59).**
- Conflict of Interest Form (Page 28).**
- Affidavit of Outreach, MSU Form B-2 (Page 32).**
- Company Qualification Questionnaire – Signed by Reporting Officer of Company, sealed and notarized (Page 36).**
- Project Experience Form (Page 37).**
- Agreement of Surety Form – Signed and Sealed by Surety (Page 38).**
- Bid Security Form, or equivalent – Signed and Sealed by Surety and Signed and Sealed by Principal of Company (Page 39).**
- Public Works Contractor Registration Certification. Bidder and all subcontractors required to be listed on the Single Bid Sub-Contractor Listing. Copies to be submitted with bidder’s proposal. (Page 40 – Sample).**
- Business Registration, trade license and trade registration certificates. Bidder and all subcontractors. Copies to be submitted with bidder’s proposal. (see page 15, for instructions)**
- DPMC Classification Requirement – Copy of Classification & Certification of Uncompleted Work for bidder (page 41 – Sample, 42).**
- Safety Program – page signed by Contractor’s Safety Officer (Page 49).**
- Submittal of Insurance Certificates as per General Conditions of Contract, Article 9 “Insurances and Indemnity” and written verification from your insurance provider stating your current Experience Modification Ratio (EMR).**
- Provide a certified audited financial statement, including your company’s latest balance sheet and income statement showing current assets, net fixed assets, other assets, current liabilities and other liabilities.**
- Attachment B - MacBride Principles Form**
- Attachment C - Disclosure of Investment Activities in Iran**

Name Printed _____

Signature _____

Title _____ Date _____

ADDENDA TO BID

Bidder acknowledges receipt of the following Addenda:

Addendum No.	Date of Addendum

Signature of Principal _____

SINGLE BID SUBCONTRACTOR LISTING

Any firm submitting a bid for Single Prime Bid (*combined Lump Sum All Trades*) shall indicate the Name, Address and applicable License Numbers of sub-contractors for the categories listed below (*if applicable – if no subcontractors apply, mark category as “none”*). **All sub-contractors listed must be N.J. Public Works certified at the time of the bid date.** If the Bidder intends to complete the categories with his own staff, include “own staff” notation in the appropriate category.

TRADE	FIRM	LICENSE No.	SBE Registration No.	ADDRESS
1. General Construction (DPMC C008 and \$100M)				
2. HVAC (DPMC C032 and \$5M)				
3. Electrical (DPMC C047 and \$5M)				
4. Plumbing (DPMC C030 and \$5M)				
5. Structural steel & ornamental iron – N/A	N/A	N/A	N/A	N/A
6) Fire Alarm – N/A	N/A	N/A	N/A	N/A

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

PRICING FOR ALTERNATES

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

PROJECT: Partridge Hall Renovation

ALTERNATE PROPOSALS:

(See Specifications and Drawings for full descriptions).

N/A

ALLOWANCES

The Bidder agrees that the following allowances have been included in his proposal.

Allowance:

Allowance No. 1: Contingency Allowance: Include a contingency allowance of \$200,000.00 for construction site (site development).

Allowance No.1 \$200,000.00

Allowance No. 2: Lump-Sum Allowance: Include a lump-sum allowance of \$1,000,000 for AV.

Allowance No.2 \$1,000,000.00

Allowance No. 3: Contingency Allowance: Include a contingency allowance of \$100,000.00 for unforeseen environmental conditions.

Allowance No.3 \$100,000.00

UNIT PRICES: SEPARATE BID AND SINGLE BID

Unit Price 1: **Concrete Trenching**:Description: Contractor to provide costs including materials and labor to demolish remove and dispose of one square yard of interior concrete slab.

Unit of Measurement: One square yard

Unit Price No.1 \$_____

Unit Price 2: **Partition type 1, 11'-6" high**:Description: Unit cost per linear foot to furnish and install partition type 1, as shown on the drawings.

Unit of Measurement: One linear foot.

Unit Price No. 2 \$_____

Unit Price 3: **Data box**:Description: Unit cost per installation to furnish and install one 4 11/16" square electrical/telephone/data box and related conduit, as shown on the drawings.

Unit of Measurement: Each.

Unit Price No. 3 \$_____

Unit Price 4: **Cat 6a cabling**:Description: Unit cost per linear foot to furnish and install cat 6a cabling, as shown on IT Drawings.

Unit of Measurement: One linear foot.

Unit Price No. 4 \$_____

Unit Price 5: **Card-reader CR-H2**:Description: Contractor to provide costs including materials and labor per card reader type CR-H2 with associated cabling.

Unit of Measurement: Each.

Unit Price No. 5 \$_____

Unit Price 6: **Card-reader CR-P2**: Description: Contractor to provide costs including materials and labor per card reader type CR-P2 with associated cabling.

Unit of Measurement: Each.

Unit Price No. 6 \$_____

Unit Price 7: **Card-reader CR-HID**: Description: Contractor to provide costs including materials and labor per card reader type CR-HID with associated cabling.

Unit of Measurement: Each.

Unit Price No. 7 \$_____

Unit Price **8: Ceiling Tile ACP1**: Description: Contractor to provide costs including materials and labor associated with providing Ceiling Tile ACP1 ceiling panel and suspensions system [as specified on the finish drawings.
Unit of Measurement: Square Foot.

Unit Price No.8 \$_____

Unit Price **9: Carpet Tile CPT1**: Description: Contractor to provide costs including materials and labor associated with providing Carpet Tile CPT1 as specified on the finish drawings.
Unit of Measurement: Square Foot.

Unit Price No.9 \$_____

Unit Price **10: Bio Based Tile BBT1**: Description: Contractor to provide costs including materials and labor associated with providing Bio Base Tile BBT1 as specified on the finish drawings.
Unit of Measurement: Square Foot.

Unit Price No.10 \$_____

Unit Price **11: Porcelain Tile PT1**: Description: Contractor to provide costs including materials and labor associated with providing Porcelain Tile PT1 as specified on the finish drawings.
Unit of Measurement: Square Foot.

Unit Price No.11 \$_____

Unit Price **12: Rubber Base RB1**:Description: Contractor to provide costs including materials and labor associated with providing Rubber Base RB1 as specified on the finish drawings.
Unit of Measurement: Linear Foot.

Unit Price No.12 \$_____

MONTCLAIR STATE UNIVERSITY

NON-COLLUSION AFFIDAVIT

RFP # 1215 – Partridge Hall Renovation

STATE OF NEW JERSEY)
) ss:
COUNTY OF)

I, _____ of the City of

in the County of _____ and the State of

of full age, being duly sworn according to law on my oath depose and say that:

I am of the firm from

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

Signature_____

Subscribed and sworn to
Before me this _____ day of _____ 20____

Notary Public _____

My Commission Expires _____

OWNERSHIP/STOCKHOLDER DISCLOSURE FORM

Name _____

Address _____

City/State _____

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

<i>Name</i>	<i>Street Address</i>	<i>City/Town</i>	<i>County</i>	<i>State</i>	<i>Zip</i>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____

President of the Firm _____ **Phone** _____
(Type or print name)

- I certify that*** () List of stockholders names and addresses have been submitted to the University And it is current and correct to the best of my knowledge, with the exceptions Listed above.
- () The list of stockholders above is current and correct to the best of my knowledge.
- () There are no stockholders holding 10% or more interest in this corporation or firm to the best of my knowledge.

Signature of Authorized Representative _____

Date

Type or Print Name and Title _____

PROPOSAL FORM SIGNATURE PAGE

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

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

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

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

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

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

Respectfully submitted,

Company Name _____

Name of Principal *(please print)* _____

Signature _____ **Title** _____

Business Address _____

Telephone Number _____

Date _____

Has there been any change in ownership information since filing your current financial experience? () **YES** () **NO**
(If yes, attach explanation.)

MONTCLAIR STATE UNIVERSITY

INSTRUCTIONS TO BIDDERS

Bid Identification Number: RFP No. 1215

Date Due: September 30, 2015

1 Bid Proposals – Preparation and Submittal

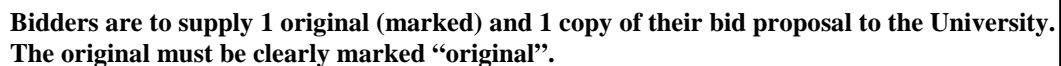
- 1.1 The closing date and time for bids will be stated in the Advertisement and the Proposal Form (MSU 3). Bidders are cautioned that reliance on the U.S. Mail for timely delivery of proposals is at the Bidder's risk. **Failure by the Bidder to have sealed proposals reach Montclair State University by the prescribed date and time will result in a return of the submission unopened and unread.**
- 1.2 Bid Proposals must be properly completed and submitted on the standard form provided by the University enclosed in a sealed envelope and received and time-stamped by the Office of the Director of Purchasing. **Proposals must be marked "Partridge Hall Renovation."**
- 1.3 All amounts in the bid documents shall be stated in both words and numerical figures.
- 1.4 Proposals not submitted and filed in accordance with instructions contained herein and in the Advertisement for Bids will be considered informal and rejected as non-responsive.
- 1.5 Proposals shall remain open for acceptance and may not be changed or withdrawn for a period of sixty (60) days after the Bid Opening Date. **The Bidder is to include in the bid envelope, the following documents:**
- | | |
|---|---|
| a. Coversheet with the name of the Proposal, the Proposal Number and the name of the submitting company | o. Project Experience Form |
| b. Form Submittal Confirmation form | p. Agreement of Surety Form or equivalent |
| c. Acknowledgement of Addenda | q. Bid Security Form or equivalent |
| d. Single Bid Subcontractor Listing | r. Safety Program Signature Page |
| e. Pricing Sheets | s. Public Works Registration Certification. Bidder and all required subcontractors |
| f. Non-Collusion Affidavit | t. Business registration, trade license and trade registration certificates. Bidder and all required subcontractors |
| g. Stockholders Disclosure | u. Submittal of Insurance Certificates per General Conditions of Contract |
| h. Proposal Form (MSU-3) | v. Other Documents submitted by the Bidder to support the bid. |
| i. Schedule of SBE Participation (B-1) | w. Appropriate Public Law 2005 Chapter 51 (formerly EO-134) Certification |
| j. Instruction to Bidders | x. Appropriate DPMC Classification. |
| k. Adherence to General Conditions | |
| l. Conflict of Interest Form | |
| m. Affidavit of Outreach (B-2) | |
| n. Company Qualification Questionnaire | |

Financial statements should be given in a separate, sealed envelope with bidder's original proposal, marked "confidential."

Bid proposals based upon the Specifications, Drawings, General, Special and Supplementary Conditions and Bulletins shall be deemed as having been made by the Contractor with full knowledge of the conditions therein. Bidders are required to visit the site prior to submitting proposals for the work herein described and to have thoroughly examined the conditions under which the Contract is to be executed including those reasonably observable conditions of the premises which would hinder, delay or otherwise affect the performance of the Contractor required under the terms of the Contract. The University will not allow claims for additional costs as a result of the Contractor's failure to consider the reasonably observable conditions affecting required performance. The Bidder is required to make appropriate allowances in the preparation of his Bid for the accommodation of such conditions. Bidders must warrant in the Bid Documents that the Bidder is familiar with conditions existing at the site at the time the Bid is submitted.

- 1.6 Under the bidding laws of the state of New Jersey, bid proposals may be solicited in the following ways: **Multiple Prime, Single Prime**, or both. The University reserves the right to award the contract on the basis of the single bid for the entire work, or on the basis of a separate bid and alternate or any combination of separate bids and alternates, which the Contracting Officer deems best serves the interest of the University.
- 1.7a **Multiple Prime Bid** solicits multiple prime contractors. Separate bids for the following categories of work: plumbing and gas fitting work; heating and ventilating systems and equipment; electrical work, structural steel and ornamental iron work; and all other work and materials required for completion of the project. Bidder must be sure to indicate in the proposal form the prime package being submitted. Separate bids must be submitted by contractors bidding on multiple packages. Bidders qualified for and desiring to bid on more than one trade must submit separate sets of proposal forms for each trade.
- 1.7b **Single Prime Bid** means a Lump Sum bid for all work and materials required to complete the entire project if awarded as a single contract. Proposal Forms shall be checked for Single Bid (Lump Sum all Trades) and pricing entered opposite Single Bid (Lump Sum all Trades) designation.
- 1.8 **All forms, certificates, etc. that are required to be completed and submitted with the bid proposal are listed in the "Form Submittal Confirmation" Section of the RFP. The list in the "Form Submittal Confirmation" Section of the RFP is all inclusive. Any additional requirements for forms, certificates etc. contained in the RFP will be treated as part of the standard submittal process after bid opening.**

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



Bidders are to supply 1 original (marked) and 1 copy of their bid proposal to the University. The original must be clearly marked "original".

2. Addenda and Interpretations

- 2.1 No interpretation of the meaning of the Plans or Specifications or other Bid Documents will be provided to any bidder unless such interpretation is made in writing to all prospective bidders prior to bid opening. Any such interpretations must be identified in bid proposals submitted. Any interpretations which are not entered in accordance with this provision shall be unauthorized and not binding upon the University.
- 2.2 Every request for an interpretation relating to clarification or correction of the Plans, Specifications or other Bid Documents shall be made in writing, addressed to the Contracting Officer and must be received by the date established in the Advertisement. Any and all interpretations, clarifications and

corrections and any Supplemental Instructions will be issued by the Contracting Officer in writing in the form of Addendums mailed by Certified Mail, Return Receipt Requested, Express Mail or by Facsimile Notice to all contractors who have picked up a bid package and signed the Specification Pickup List no later than seven (7) working days prior to the opening of bids. All Addendums issued shall become part of the contract documents and shall be acknowledged in all the bid proposals. Failure of a Bidder to acknowledge receipt of all such Addendums and Interpretations by the time of bid opening may result in a determination that the proposal is non-responsive.

- 2.3 Each Bidder must thoroughly review the contract documents prior to submission of bids. Bidders are advised that claims for expenses incurred or damage sustained on account of any error, discrepancy, omission or conflict in the Contract Documents will not be entertained. Errors, discrepancies and omissions in the document shall be considered by the University unless, and only to the extent that, a written request for interpretation, clarification or correction has been submitted in compliance with above and the matter has not been addressed by the University through issuance of an Addendum interpreting, clarifying and/or correcting such error, discrepancy, omission or conflict.

3 Bidder Qualifications

- 3.1 Bidders must be of known reputation and must have sufficient qualified personnel and equipment to perform fully the prescribed services delineated as specified in the per bid documents. Bidders must have sufficient years of demonstrated experience of successfully completed projects of comparable size and scope as identified in the bid documents. Bidder must submit evidence of qualifications to satisfy all requirements as required by the Contracting Officer.
- 3.2 If the successful bidder is a corporation not organized under the laws of the State of New Jersey or is not authorized to do business in this State, the awards of the contract shall be conditioned upon the prompt filing by the said corporation of a certificated to do business in this State and complying with the laws of this State in that regard. This filing must be made with the Department of State. No award of contract will be made until the Department of State confirms this authorization.
- 3.3 As evidence of the Bidder's qualification, the bidder must submit each of the following: a) Fully completed Company Qualification Questionnaire, b) Audited Financial Statement, c) Names of references, (minimum of five) from projects completed of similar scope and complexity within the last five years.
- 3.4 Contractors and sub-contractors must be licensed under the provisions of the New Jersey State construction code.
- 3.5 The Bidder shall include copies of current N.J. Public Works Registration Certificates for the Bidder and all sub-contractors required to be listed on the Single Bid Sub-contractor Listing. The Public Works Contractor Registration Act, N.J.S.A. 34:11 – 56.51 et seq., requires that all bidders and all sub-contractors listed in a bid on a public work must be registered with the Department of Labor to protect workers and facilitate enforcement of state prevailing wage laws. The Act was amended in 2003 as follows:

No contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a sub-contractor in a bid proposal for the contract unless the sub-contractor is registered pursuant to P.L. 1999, c. 238 (C.34:11-56.51 et seq.) at the time the bid is made. No contractor or sub-contractor, including a sub-contractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or sub-contractor is registered pursuant to that act. [N.J.S.A. 34:11-56.51, as amended by L.2003, c. 91, approved June 17, 2003, became effective August 16, 2003].

- 3.6 **Requirements Regarding Business Registration Form**

All New Jersey and out of State businesses must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey and prior to the award of a contract. Any bidder, inclusive of any named subcontractor(s), who does not possess a valid Business Registration Certificate prior to the award of a contract will be deemed ineligible for contract award. Proof of valid business registration should be submitted by a

bidder with its bid proposal. The business registration form (Form NJ-REG) can be found online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

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

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

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

3.7 **Requirements of Executive Order 129**

- 3.7.1 The University shall not award a contract to a vendor that does not provide all disclosures as to the country where services under the contract will be performed; and if there are any subcontracts, the location by country where any subcontracted services will be performed.
- 3.7.2 The University shall not award a contract to a vendor that submits a bid proposal to perform services, or have a subcontractor perform services pursuant to the contract at a site outside the United States, unless one of the following conditions is met:
 - 3.7.2.1 The vendor or its subcontractor provides a unique service, and no comparable domestically-provided service can adequately duplicate the unique features of the service provided by the vendor or its subcontractor; or
 - 3.7.2.2 A significant and substantial economic cost factor exists such that a failure to use the vendor's or subcontractor's services would result in economic hardship to the University; or
 - 3.7.2.3 The University determines that a failure to use the vendor's or subcontractor's services would be inconsistent with the public interest.

3.8 **Requirements of Public Law 2005, Chapter 51 (formerly EO 134)** - In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

- 3.8.1 **Definitions** - For the purpose of this section, the following shall be defined as follows:
 - 3.8.1.1 *Contribution* – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:44A-1 et seq. Currently, contributions in excess of \$400 during a reporting period are deemed "reportable" under these laws. As of January 1, 2005, that threshold will be reduced to contributions in excess of \$300.
 - 3.8.1.2 *Business Entity* – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign

jurisdiction. It also includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under 26 U.S.C. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

3.8.2 Breach of Terms of Executive Order 134 Deemed Breach of Contract - It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of this Order, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of EO 134; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

3.8.3 **Certification and Disclosure Requirements**

3.8.3.1 The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods. Accordingly, the Business Entity shall submit with its bid proposal Executive Order 134 Certification(s) in the form set forth in **MSU Public Law 2005, Chapter 51 Form C&D**, attached hereto, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity. A separate Certification is required for each person or organization defined above as a Business Entity.

3.8.3.2 Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7, in the form **MSU Public Law 2005, Chapter 51 Form C&D**. A separate Disclosure is required for each person or organization defined above as a Business Entity. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Disclosure(s) within five (5) business days of the State’s request.

3.8.3.3 Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. Contractor shall use **MSU Public Law 2005, Chapter 51 Form C&D**. A separate Disclosure is required for each person or organization defined above as a business entity.

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

3.9 In the event of a single bid for all the work (Single Prime), the Bidder shall include the name of it's principal sub-contractor (if applicable) in the categories listed below:

1. General Construction
2. Heating & Ventilating Systems & Equipment
3. Electrical
4. Plumbing

Bidder is to list the name, address and license number of sub-contractors for the categories listed above in the Proposal Form under Single Bid Sub-contractor listing. Please include the SBE registration number for any listed subcontractor registered with NJ Commerce as a Small Business Enterprise (SBE) firm.

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

3.11 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 complete the work regardless of the bidder's previous qualification. The University may conduct any investigation as deems necessary to determine the Bidder's responsibility and capacity and the Bidder must furnish all information and data for this purpose as the University may request.

4 Bid Security

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

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

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

5 Insurance Requirements

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

6 Consideration of Bids

- 6.1 Contracts will be awarded to the lowest responsible responsive Bidder, whose bid conforming to the invitation for bids, will be the most advantageous to the University. The award will be made, or bids rejected, within sixty (60) days of the opening of the bids.
- 6.2 A "responsible" bidder is one which can perform the contracted work as agreed to by both parties. A determination of responsibility refers to the ability of the bidder to successfully carry out the requirements of a contract. Factors affecting bidder's responsibility include but not limited to: financial resources, technical qualifications, organization and facilities, project control and auditing procedures, safety record, integrity, references and experience on previous contracts.
- 6.3 A "responsive" bidder is one which has met all the technical and commercial requirements of the bidding documents.
- 6.4 The bid security deposit of the successful Bidder and the next two (2) lowest bidders will be retained by the University until the execution and delivery of a formal Contract and performance and payment Bonds by the low Bidder. At such time bid deposits of the other two (2) low bidders will be returned.
- 6.5 Bid deposits of the other unsuccessful Bidders (except the lowest three Bidders) will be returned or refunded within ten (10) days of the bid opening.
- 6.6 The following requirements are mandatory and non-waivable; (a) signed Proposal Form (MSU-P-03), (b) Bid Security Form or equivalent, (c) Agreement of Surety or equivalent, (d) Public Works Contractor Registration Certificates and (e) Appropriate DPMC Certification. The Contracting Officer reserves the right to waive in his or her sole discretion any other bid requirements when such waiver is in the best interest of the University and where such waiver is permitted by law.
- 6.7 The total complete submission of all the information as requested in the Request for Proposal is essential for the Contracting Officer to do a complete evaluation of the bid proposals. The bid proposals shall be evaluated using the following criteria:
 - a Cost. The University reserves the right to evaluate price (s) and award contracts only when it is determined to be in the best financial interest of the University.
 - b Financial resources, conditions and stability.
 - c Response to the technical requirements as described in the bid documents.
 - d Project experience of a similar nature and scope with regards to these services will be considered a critical factor in determining whether the bidder is responsible and whether the award of the contract to that Bidder is in the best interest of the University.
 - e Resources needed to carry out the work, including supervisory experience
 - f Satisfactory past performance record of completed projects.
 - g Satisfactory safety record
 - h Project control and auditing procedures
 - i Satisfactory record of integrity

7 Award of Contracts:

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

8 Rejection of Bids

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

9 Performance and Payment Bonds

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

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

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

Liquidated Damages

10.1 The University may include liquidated damages of \$1,500.00 per day for the violation of the contract or the failure to perform the contract as stipulated in the General Conditions (attached).

11 Offer of Gratuities

11.1 Chapter 48 of the 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 debarment or suspension of such company from bidding on and providing work or materials on University Contracts.

12 Federal Excise Taxes and States Tax

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

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

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

13 Restrictive Specifications

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

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

14 Set Aside Program for SBE – Construction

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

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

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

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

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

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

Failure to demonstrate good faith efforts to provide subcontracting opportunities to SBE's may disqualify the bid proposal.

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

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

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

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

15 Affirmative Action Requirements

15.1 The successful bidder must agree to incorporate into the contract the mandatory language of subsection 3.4(a) of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor and all subcontractors must agree to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

15.2 "The successful bidder to this contract agrees to incorporate into the contract the mandatory language of subsections 7.4(a) and (b) of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agree to comply fully with the terms, provisions and obligations of subsections 7.4(a) and (b)."

15.3 If a company can provide current evidence that it is operating under a federally approved and sanctioned Affirmative Action Program or can provide a current copy of the State of New Jersey "Certificate of Employee Information Report Approval," such evidence should be submitted with the bid in order to preclude additional requirements pertaining thereto.

16. FEDERALLY FUNDED PROJECT CONTRACTS – This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

17. Mandatory ELEC Disclosure Requirements – Chapter 271

17.1 Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

19. Certification of Macbride Principles Act of 1999

Contractor is advised of its responsibility to provide with the bid proposal a certification of Compliance with the Macbride Principles Act of 1999, by the Division of Purchase and Property pursuant of N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to 52:32-2.

20. Disclosure of Investment Activities in Iran

Contractor is advised of its responsibility to provide with the bid proposal a disclosure of any investment activities in Iran, pursuant to Public Law 2012, c. 25.

21. Schedule of Values

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

22. Contact During The Bidding Process

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

Halyna Hotsko
Contract Manager
973-655-7010 (voice)
973-655-5468 (fax)

MONTCLAIR STATE UNIVERSITY
 MSU FORM - B1- SCHEDULE OF SBE PARTICIPATION FOR CONSTRUCTION FIRMS

RFP NO: _____

PROJECT: _____

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

* This information must be submitted at project completion.

FIRM (Print Name) PREPARED BY (Print Name) BIDDER'S SBE REGISTRATION NO.

 (if applicable)

SIGNATURE & TITLE

FIRM ADDRESS

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

Category 4: SBEs with gross revenues not exceeding \$1,000,000
 Category 5: SBEs with gross revenues not exceeding the applicable annual revenue standards set forth in 13 CFR 121.201

INSTRUCTIONS TO BIDDERS SIGNATURE PAGE

RFP No. 1215 – Partridge Hall Renovation

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

NAME OF FIRM

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

Montclair State University reserves the right to accept or reject any and all bids in accordance with N.J.S.A.18A:64-69. Montclair State University is an Equal Opportunity Institution.

MONTCLAIR STATE UNIVERSITY

CONFLICT OF INTEREST

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

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commissions, compensation, gift, gratuity, or other thing of value of any kind to any State Officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other legal agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest with the meaning of N.J.S.A. 52:13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by and State officer or employee or special State officer or employee from any state vendor shall be reported in writing forthwith by the vendor to the Attorney General and the State Ethics Commission.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to any State officer or employee having any duties or responsibilities in connection with the purchase acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.

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

- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 3a. through 3e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of

the general public subject to any guidelines and Executive Commission on Ethical Standards may promulgate under paragraph 3c.

I (we), certify that I (we), have read and understand the above regulations on Conflict of Interest.

NAME OF FIRM: _____

BY: _____

TITLE: _____

DATE: _____

MONTCLAIR STATE UNIVERSITY

Exhibit B

Mandatory EEO/AA Language

(Revised 2008)

N.J.S.A. 10:5-36 et seq. N.J.A.C. 17:27

Construction Contracts

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

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

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

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

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

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

- A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules

promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

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

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

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

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

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

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

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule

minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

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

- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.
- D. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an Initial Project Workforce (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter from the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budget funds, as is necessary, for on the job and/or off-the-job programs for outreach and training of minority and women.
- E. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code NJAC 17:27.

AFFIDAVIT OF OUTREACH
Construction Services
MSU Form B-2

_____ *being duly sworn,*
deposes and says:

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

Name of Firm

Signature _____ **Title** _____

Business Address _____

Telephone Number _____

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

**COMPANY QUALIFICATION QUESTIONNAIRE
CONSTRUCTION WORK**

I. ORGANIZATION

Company Name:

Parent Company:

Address:

City: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Contact Person: _____

Name

Title

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

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

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

Is your company registered with NJ Commerce? () Yes () No

If yes, please provide registration certificate with the questionnaire

Optional Data

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

If MBE please specify ethnicity _____

State of Incorporation: _____

Date of Incorporation: _____

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

Number of Years in the Industry? _____

Number of Years in the College/University Industry? _____

II. CONSTRUCTION EXPERIENCE

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

Percentage of contract work performed by your own employees _____ %

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

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

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

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

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

III. LICENSE INFORMATION

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

IV. BONDING CAPACITY

List the name of the bonding company and agent authorized to issue bid, payment and performance bonds in the State of New Jersey.

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

V. INSURANCE REQUIREMENTS

Provide written verification from your insurance provider stating your current Experience Modification Ratio (EMR).

VI. CERTIFICATION

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

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

- a. Trade Classification – C008
- b. Aggregate Rating Limit – \$100 Million
- c. Effective and expiration dates of existing certification
- d. Outstanding uncompleted contracts – Total dollars

VII. FINANCIAL

Provide a certified audited financial statement, including your company's latest balance sheet and income statement showing current assets, net fixed assets, other assets, current liabilities and other liabilities.

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

VIII. REFERENCES

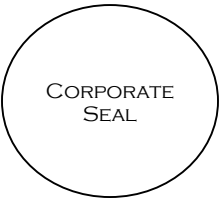
List the following references (Name, Address, Telephone Number, Contact Name):

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

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

Signature of Reporting Officer: _____
Signature

Name Title



Subscribed and sworn to before me this _____ day of _____, 20 ____
Notary Public:

My Commission expires on _____ 20 ____

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

**MONTCLAIR STATE
UNIVERSITY**

Agreement of Surety Form

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

for which the preceding proposal is made, be awarded to

of

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

Signed, Sealed and Dated

Surety:

by _____

**MONTCLAIR STATE
UNIVERSITY**

Bid Security Form

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

as Principal, and

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

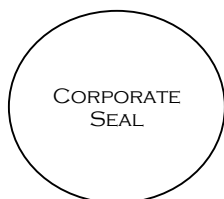
_____ **Dollars**

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

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

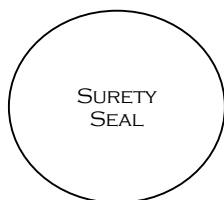
The condition of the above obligation is such that whereas the Principal has submitted a bid for Montclair State University, Upper Montclair, New Jersey, Now, therefore, if said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract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

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



Principal _____ (L.S.)

Surety _____



BY _____

Certificate Number

Expiration Date

State of New Jersey



Department of Labor

Division of Wage and Hour Compliance

Public Works Contractor Registration Act

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

2004

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



ALBERT G. KROLL, Commissioner
Department of Labor

NON TRANSFERABLE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	 Act. Director This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 842 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM BRC(08-01)		

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
 20 W. STATE STREET
 PO BOX 042
 TRENTON, NEW JERSEY 08625-0042

NOTICE OF CLASSIFICATION

TO:

TEL: (609) 943-3400
 FAX: (609) 292-7651

ISSUE DATE:

RENEWAL NOTICE TYPE

AGGREGATE AMOUNT	TRADE (S)	EFFECTIVE DATE	EXPIRATION DATE
15,000,000	GENERAL CONSTRUCTION/ALTER. & ADDITIONS		
SAMPLE			

ELECTRICAL LICENSE NO.

PLUMBING LICENSE NO.

OTHER LICENSE NO.

VALID ELECTRICAL LICENSE ON FILE DPMC
 VALID PLUMBING LICENSE ON FILE DPMD
 FIRM QUALIFIED FOR WIRING WITH A POTENTIAL OF 30 VOLTS OR LESS, NO LICENSE ON FILE
 ELECTRICAL LICENSE NUMBER MUST BE VERIFIED AS VALID BEFORE AWARD OF CONTRACT
 PLUMBING LICENSE NUMBER MUST BE VERIFIED AS VALID BEFORE AWARD OF CONTRACT

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

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

RFP No. 1215 – Partridge Hall Renovation

This Certification must be completed by the bidder and accompany the required "Notice of Classification" issued by the State Division of Property Management and Construction (DPMC), evidencing that the bidder has DPMC C008 with \$100 million pre-qualification.

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

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

I further certify that the amount of this bid proposal, when added to the value of all outstanding incomplete contracts, does not exceed my DPMC C008 with \$100 million pre-qualification dollar limit.

Affix
corporate
seal
here

By: _____
Name of Firm

Signature

Title Date

Sworn to and
subscribed before me
this ____ day of 2015.

Business Address

Notary Public

**SAFETY PROGRAM
FOR
MONTCLAIR STATE UNIVERSITY**

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

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

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

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

A. Purpose

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

B. Organization

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

C. Responsibility

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

- c. Shall schedule, chair, and distribute notification and minutes of weekly Safety Meetings.
- d. Shall issue Safety Bulletins pertinent to the Project on a monthly basis, and as deemed necessary.
- e. Shall receive all safety related correspondence and copies of all accident reports, not later than 24 hours after the accident, which shall be forwarded to Owner.
- f. Shall inspect the project for safety compliance on a daily basis. From these inspections, reports will be issued outlining any correctional work that is required.
- g. If deemed necessary, notify the subcontractor of a safety noncompliance in writing. This written notification will state the allowance time limit for compliance or that correction shall be made by Owner and back charged to the Contractor.
- h. Shall appoint the Project Safety Labor Committee who shall assist with the implementation of this Safety Program

2. Owner's Project Safety Coordinator

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

D. Safety Meetings

1. Weekly Project Safety Meeting

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

2. Weekly Tool Box Talks

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

3. Review the safety subject assigned at the Project Safety Meeting or other subject as deemed necessary.
4. Review injuries that have occurred on the Project.
5. Solicit comments and suggestions relating to safety.

E. Owner Accident Reporting Requirements

1. At the project's inception

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

2. In case of an injury

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

F. Visitors

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

G. Basic Principals of the Project Safety Program

1. All project employees shall comply with all Owner's, Federal, State and Local Codes and Regulations.
2. All Contractors, shall submit their Company's Project Safety Program in writing to the Project Safety Representative prior to the start of their work. This Program shall list the positive steps the Contractor intends to utilize for the prevention of accidents to their employees, fellow workers, the general public and property of all concerned. As a minimum, the Contractor's Safety Program shall incorporate all of the principles of Owner's Project Safety Program.
3. All Contractors shall provide their employees with all safety and personal protective equipment and weather protective gear required for the performance of their work and enforce the use of same.
4. Each Contractor shall enforce the wearing of hard hats and safety glasses during the complete construction of this Project as a condition of employment.
5. All Project employees shall wear attire suitable for construction work. They shall wear shirts, long trousers and proper shoes at all times. No shorts or tennis shoes shall be permitted.
6. Each Contractor is responsible for all his Contractors' and Suppliers' safety compliance, regardless of tier, with their Company's Project Safety Program, and all Federal, State and Local Codes and Regulations.

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

H. Fire Prevention

1. Purpose

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

2. Fire Emergency Procedure

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

3. Shanties and Trailers

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

4. Fire Extinguishers

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

5. Use of Pressurized Gas Cylinders

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

6. Temporary Heat

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

7. Basic Principles for Fire Prevention

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

I. Conclusion

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

J. Emergency Numbers

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

K. Hazardous Communication Programs (MSDS)

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

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

L. Compliance Agreement

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

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

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

Project Representative

Detach and return bottom portion

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

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

Name of Company (Contractor)

Date

Contractor's Safety Officer

Signature

ATTACHMENT # A

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

INFORMATION AND INSTRUCTIONS

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

NOTE: Please refer to pages 3 and 4 “USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117” for guidance when 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.)

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

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.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

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 the interpretation or application of 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/treas/purchase/execorder134.shtml>

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **"Business Entity/Vendor"** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's civil union partner and any child residing with that person. ,
- **"Officer"** means a 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. Please note that officers of non-profit entities are excluded from this definition.
- **"Partner"** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

,Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- "Contribution" is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- "In-kind Contribution" means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- "Continuing Political Committee" includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- "Candidate Committee" means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- "State Political Party Committee" means a committee organized pursuant to N.J.S.A. 19:5-4.
- "County Political Party Committee" means a committee organized pursuant to N.J.S.A. 19:5-3.
- "Municipal Political Party Committee" means a committee organized pursuant to N.J.S.A. 19:5-2.
- "Legislative Leadership Committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- "Political Party Committee" means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2

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

FOR STATE AGENCY USE ONLY	
Solicitation, RFP, or Contract No. _____	Award Amount _____
Description of Services _____	
State Agency Name _____	Contact Person _____
Phone Number _____	Contact Email _____
<input type="checkbox"/> 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
- 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.

<p style="text-align: center;">All Officers of a Corporation or PC</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p style="text-align: center;">10% and greater shareholders of a corporation or all shareholder of a PC</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p style="text-align: center;">All Equity partners of a Partnership</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p style="text-align: center;">All Equity members of a LLC</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

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

IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>.

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. (See Information and Instructions form.)

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	<input type="text"/>		
Address of Recipient	<input type="text"/>		
Date of Contribution	<input type="text"/>	Amount of Contribution	<input type="text"/>
Type of Contribution (i.e. currency, check, loan, in-kind)	<input type="text"/>		
Contributor Name	<input type="text"/>		
Relationship of Contributor to the Vendor	<input type="text"/>		
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.			
<input type="button" value="Remove Contribution"/>			
<input type="button" value="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

- (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:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. 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.

**ATTACHMENT # B
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: _____

ATTACHMENT # C
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:** _____

ADHERENCE TO GENERAL CONDITIONS OF CONTRACT

I certify that I have read and understand Montclair State University's General Conditions of Contract for RFP No. 1215 and accept without exceptions all terms and conditions contained therein.

Name of Firm: _____

**Authorized
Signature:** _____

Name (print): _____

Title: _____

Date: _____