



Request For BID

RFB No: 08-16-24 HVAC

HVAC REPAIRS AND INSTALLATIONS ON A TIME AND MATERIAL BASIS

Proposal Due Date:

09-03-24

Proposal Time

11:00 AM

**HUDSON COUNTY COMMUNITY COLLEGE
26 Journal Square, Jersey City New Jersey 07306**

REQUEST FOR BID

Hudson County Community College ("HCCC" or "College") hereby seeks SEALED BIDS from qualified vendors for:

HVAC Repairs and Installations on a Time and Material Basis

All bids must be submitted in a sealed envelope and delivered to the

HUDSON COUNTY COMMUNITY COLLEGE
Attention: Jeff Roberson, Jr.
Director of Contracts and Procurement
26 Journal Square, 14th Floor
Jersey City, New Jersey 07306

on or before the date and time indicated below. The envelope to bear the following information:

Title: **HVAC REPAIRS AND INSTALLATIONS ON A TIME AND MATERIAL BASIS**

RFB No. 08-16-24 HVAC
Name and Address of the Respondent
Attention: Jeff Roberson, Jr.
Director of Contracts and Procurement
26 Journal Square, 14th Floor
Jersey City, New Jersey 07306

Due Date: **09-03-24**
Due Time: **11:00 AM**

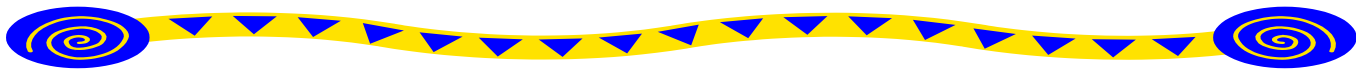
Submission of Bid—US Postal Service/Delivery Service

All bidders are encouraged to deliver their bids in person or to send their responses through the US Postal Service via certified mail/overnight delivery or other recognized delivery service that provides certification of delivery to the sender. The burden is on the bidder to ensure that its bid is received at the proper location and by the date and time of the scheduled bid opening. The College will not be responsible for bids that are not timely received. Bids received late will not be opened and will be returned to the bidder unopened.

HUDSON COUNTY COMMUNITY COLLEGE



TECHNICAL SPECIFICATIONS



SCOPE OF WORK

- A. Contractor shall assume complete responsibility for the troubleshooting and repair of all heating, ventilation, air conditioning and the Carrier Comfort Network & Carrier i-VU Open digital automatic temperature controls at Hudson County Community College. (reference schedule A for site list, reference schedule B for equipment, reference schedule C for controls)
- B. Contractor shall be able to perform daily remote communication inspections (reference schedule G, H, I) when requested by the college.
- C. Contractor shall provide remote assistance 24 hours per day 365 days per year. Remote assistance (Including after hours, holidays, and weekends), shall be billed at the base labor rate in 15 minute increments. (Example: If base labor rate = \$100 per hour. 0-15 Minute Call = \$25, 16-30 Minute Call = \$50, 31-45 Minute Call = \$75, 46-60 Minute Call = \$100)
- D. Contractor shall be able to provide 24 hour emergency service.
- E. Contractor shall provide remote assistance on the “Carrier Comfort Network Direct Digital Control System” & “Carrier i-Vu Open Direct Digital Control System” when requested by the college. Monitoring shall include the receiving of alarms, generating trend reports, time schedule and setpoint adjustments as well as software and configuration modifications as required or requested by the college (reference schedule C for details).
- F. Contractor shall have the ability to receive critical alarms 24 hours a day, 7 days a week. Critical equipment alarms shall consist of, but not be limited to, boilers, pumps, Chillers, AHU’s, RTU’s and space temps. A complete list of alarm points will be given by HCCC personnel upon contract award. (reference schedule I for Critical Alarm Procedure).
- G. All service calls and preventative maintenance dispatch shall be logged through a computerized dispatch system. System shall maintain a complete database of service calls, equipment, parts, history and billings as a minimum. This system must be web accessible to the college, including the ability to place service calls online.
- H. It will be the responsibility of the bidders to familiarize themselves with all the systems and buildings and to submit a proposal encompassing all components in a single, all-inclusive bid.
- I. The contractor shall not subcontract out **any services** with the exception of water treatment, cranes, duct cleaning, insulating, and items that fall outside HVAC license scope of work.
- J. Coordination

- a. All work will be coordinated with existing conditions. The contractor will coordinate his operations with the needs of the college as to scheduling work in various locations.
- b. The servicing Contractor will meet or have a conference call with the facilities manager at least weekly and as necessary to respond to any concerns or issues he may have.
- c. The Contractor will also “check out” with the facilities manager at the completion of each service call for any additional service requests.
- d. Night service calls are to be scheduled with the college prior to the service call.

GENERAL SERVICE REQUIREMENTS

- A. A written report is to be submitted to the facilities manager after each visit. This report will include a precise description of service provided to the equipment and controls, number of service technicians involved and number of man-hours spent.
- B. All inspections requested by the college shall include a detailed report submitted to the facilities manager per each piece of equipment, listing all information as noted under Schedules D, E, and F at the completion of each site’s inspection.
- C. MSDS forms must be provided on all chemicals used at the college.
- D. Service representatives are to check with the facilities manager prior to reporting to the building for permission to accomplish servicing and testing.
- E. Technicians will sign in and out with the facilities manager or his designee, and shall bear photo ID
- F. When requested by the college, DDE’s and alarms received off site by the contractor shall be submitted in writing to the facilities director so they may determine the college’s service needs.
- G. Contractor will respond by telephone to emergency calls 24 hours a day, 7 days a week, within ½ hour and have qualified staff on site within 4 hours.
- H. All contractor visits must be coordinated with the facilities manager, so as not to interfere with student or faculty activities. This may necessitate working after school hours.
- I. Contractor and their on site personnel are required to have company supplied cellular phones for communication with the facilities manager, and the college’s maintenance staff 24 hours a day, 7 days a week.
- J. Failure to respond within one (1) hour will be grounds for immediate termination of this contract.
- K. The Contractor will provide qualified personnel to perform the following:

- a. Automatic control system repair and replacement, including Carrier Comfort Network & Carrier i-Vu Open.
 - b. Provide prints, plans and specification for projects required to bid.
 - c. It is the responsibility of the Contractor to provide staff that is familiar with the aforementioned systems and equipment.
 - d. Be qualified to perform construction projects.
 - e. Be available for all emergency calls.
 - f. Work with and instruct college staff on any items or work and/or equipment provided.
 - g. The college retains the option to provide any items of material and/or equipment.
- L. Invoices presented for payment shall include:
- a. Detailed description of work completed to include building location, assigned site's work order and a completed time and materials billing sheet.
 - b. Number of employees, hours worked and rate charged.
- M. Bidder's Attire:
- a. All employees, including the supervisor must wear distinctive clothing that is readily identifiable. Technicians shall bear photo I.D.
- N. Bidders Vehicles:
- a. Servicing technician must have company work van fully equipped with replacement parts and tools. Van must be clearly lettered with company name and telephone number.
- O. It is understood that work not covered under base contract may be provided directly by the College personnel or others as the College directs.
- P. All material, equipment and workmanship provided by this contractor, shall be guaranteed for one (1) year from date of installation and acceptance against any and all defects. If any defects occur, they shall be repaired or replaced at no cost to the district.
- Q. Contractor shall remove all debris daily, and legally dispose of same off site.

QUALITY ASSURANCE

Failure to provide verification of any of the items, A (a through e), B (a through e) and C (a through c), with this bid package will result in rejection of bid.

A. CONTRACTOR

- a. Contractor shall have been operating an HVAC Contracting business for a minimum of five (5) consecutive years. *Contractor shall include verification with their bid.*
- b. The contractor must be listed on the Carrier website as a CS, IS & ES level "Controls Expert" contractor. *Contractor shall include verification with their bid.*
- c. The contractor must be listed on the Honeywell website as a BCS contractor. *Contractor shall include verification with their bid.*
- d. The successful bidder shall be actively and currently engaged in servicing and maintaining 3 comparable facilities with Carrier Controls for a minimum of 5 years. *Contractor shall include site names with contact person and phone number with their bid.*
- e. The contractor must have, at his office, all necessary computer equipment and software to remotely receive alarms and monitor the school district's CCN system. *Contractor shall include software key ID# with their bid.*
- f. The college reserves the right to reject any or all proposals for failure of the bidder to provide adequate evidence that he is regularly engaged in and has successfully performed work similar in nature to that required by these specifications.

B. TECHNICIANS

- a. Contractor shall employ (3) technicians who are Carrier Comfort Network (CCN) school qualified and certified. *Contractor shall submit technician certifications with their bid.*
- b. Contractor shall employ (3) technicians who have completed an occupational safety and health (OSHA) training course or approved hazard communication training. *Contractor shall submit technician certifications with their bid.*
- c. Contractor shall employ (3) technicians who have completed a training course on refrigerant handling and environmental awareness. *Contractor shall submit EPA certification with their bid.*

- d. Contractor shall employ (3) technicians who have completed a training course on the proper handling of refrigerant R410A. *Contractor shall submit R410A handling certifications with their bid.*
- e. Contractor shall employ (3) technicians who have been through a national and state recognized and approved HVAC training and testing program. *Contractor shall submit certifications with their bid. NOTE: A company that is a signatory to local 9 refrigeration and air conditioning union is acceptable as documentation.*

C. CONTRACTOR MANAGEMENT SYSTEM

- a. All service calls dispatched shall be logged through a computerized dispatch system.
- b. System shall maintain a complete database of service calls, equipment, parts, history and billings as a minimum.
- c. System must allow for remote web access by Hudson County Community College personnel to place service calls.
- d. Contractor shall submit verification of its computer system verifying it meets items a, b, and c listed above.

SCHEDULE A

Covered Buildings

- Building A — Administration Bldg., 70 Sip Avenue
- Building C/D — 162 – 168 Sip Avenue
- Building E— Culinary Arts Institute/Conference Center, 161 Newkirk Street
- Building F — Joseph Cundari Center, 870 Bergen Avenue
- Building G — 81 Sip Avenue
- Building J — 2 Enos Place
- Building N — North Hudson Higher Education Center Kennedy Blvd at 49th St.,
Union City

SCHEDULE B

Equipment includes but is not limited to:

- Unit ventilators
- Rooftop units
- Condensing units
- Exhaust fans
- H & V units
- Air handlers
- Fan coils – 4 pipe, 2 pipe
- Unit heaters
- Hot water coils
- Evaporative chillers
- Air cooled chillers
- Centrifugal chillers
- Cooling towers
- Pumps
- Boiler room supply fan
- Combustion air fans
- Heat exchangers
- VAV boxes
- Convectors / Cabinet Heaters / Fin Tube Radiation
- Pool Heaters
- Atmospheric boilers
- Pool Pack Systems
- Automatic temperature control panels and all attached control wiring, tubing, devices and modules including pneumatic, electric, electronic and DDC.
- Front-end computer(s) & software

SCHEDULE C

Controls & Devices

- FIDs
- FID I/O's
- FID Power supplies
- Universal controllers
- Chiller PIC's
- RTU PIC's
- Unit Vent PIC's
- Single duct VAV terminal control units
- Terminal system manager II
- Fan powered VAV controllers
- Fan coil controllers
- Comfort controller 1600's
- Comfort controller 6400's
- Comfort controller 6400 I/O modules
- Data Collection Data Transfer Modules
- PremierLink controls
- Temp kits
- TeLinks
- Autodial gateways
- Repeaters
- Bridges
- ComfortVIEW
- I-Vu
- JACE AX
- JACE 8000
- All attached devices such as, but not limited to: Relays, Sensors, Sequencers, Actuators, Valves, Status switches, Transducers, Etc.

SCHEDULE D

Automatic Temperature Controls Inspection - Digital - Carrier Comfort Network DDC

- Review all set point and time schedules and verify correct settings
- Review and set holiday schedules
- Review sequence and configuration and ensure they meet building requirements
- Review data transfer points
- Review reports and alarm history
- Present a written printout of all generated alarms
- Check global configurations
- Check all regulated power supplies
- Check and replace CIO and FID batteries as necessary
- Review, test and replace all batteries on wireless devices
- Review, test and calibrate all CO2 sensors
- Check communication buss for proper voltage
- Check and verify operation of all connected equipment points
- Perform point to point check of all points
- Check and test all system grounds
- Perform loop back test on all repeaters
- Hot water valves
- Check actuator for operation.
- Check packing nut for leaks. Rebuild if necessary.
- Check valve close off. Check seat for leak by.
- Steam control valves
- Check actuator for operation.
- Check packing nut for leaks. Rebuild if necessary.
- Check valve close off. Check seat for leak by.
- Dampers (AHU & VAV)
 - Check damper actuator for operation.
 - Check stroke and spring return. (if applicable)
 - Lubricate damper. Check for binding, correct where necessary.
- * * Refrigeration temperature alarms
- Check and calibrate sensors

- Test alarm sequence

* * Denotes critical alarms / sensors

SCHEDULE E

Automatic Temperature Controls – Pneumatic Inspection

All pneumatic controlled devices, such as valves, actuators, PE switch, etc. shall be isolated from control signal and checked by manual hand pump.

- Hot water valve
- Check diaphragm for leaks
- Check packing nut for leaks. Rebuild if necessary.
- Check valve close off at designed close off air pressure, check seat for leak by
- Steam control valves
- Check diaphragm for leaks
- Check packing nuts for leaks. Rebuild if necessary.
- Check valve close off at designed close off air pressure, check seat for leak by
- Dampers
- Check damper actuator diaphragm for leakage
- Check stroke and spring return
- Lubricate damper, check for binding correct where necessary
- Thermostat
- Clean calibrate, check throttling range, set for 2 deg.
- Receiver controllers
- Rebuild once a year using manufacturers rebuilding kit
- Replace screens, filters, O rings and restrictors
- Calibrate
- PE Switch
- Hand pump and adjust setting as per control drawing
- EP Switch
- Check for operation, check for any air leakage through seat

- Min Positioners
- Check operation over full range of signal
- Check for air leakage
- Freeze Stat
- Check operation, verify shut down sequence; supply fan stops, fresh air damper closes, hot water valve is positioned for full water flow through coil
- Transmitters
- Check calibration, replace if transmitter deviation is greater than 4%
- Air Compressors
- Check refrigerated air drier operation
- Provide and change air compressor oil once a year
- Drain down tank once a week
- Provide and replace drive belt(s) (1) inspection
- Adjust and inspect drive belt(s)
- Provide and change air intake filter once every six months
- Provide and change oil separating filter at least once a year or whenever manufacturers pressure drop is exceeded or oil is present
- Check compressor run time once a month (run time on a compressor shall not exceed 50%. If run time exceeds 50% contractor shall determine cause of problem)
- A record of the following shall be posted at the air station:
 - Oil change date
 - Filter change date
 - Run time for each compressor
 - Date of run time check

SCHEDULE F

Controls Inspection Log

A:	GENERAL CONDITION OF CONTROLS: <input type="checkbox"/> Like New <input type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Old But Good Shape										
B:	Front End Inspection:										
	DEVICE / MODULE NAME	BUSS UPDATED	TESTED	CLEARED	CORRECT ROUTING	WIRING FASTENED	COMMENTS				
	COMPUTER										
	SOFTWARE / LABLED										
	ALARMS										
	PRINTER										
	BUSS										
	REPEATER										
	NDS										
	TELINK										
	ADGW										
	DCDT										
	BRIDGES										
C:	Panel Inspection:										
	DEVICE ADDRESS	CONTROLLER TYPE	MODULE(S) SECURED	NEAT	WIRING TIGHT FASTENED		PANEL CLEAN		REPEATER MOUNTED		
D:	BUSS INSPECTION:										
	Panel #	wire nuts yes / no	butt con installed	buss com check	a/c volts buss/grnd	shield test to ground	d/c voltage readings pos to neg pos to grnd		neg to grnd	repeater mntd/grnd	drawing updated
E:	PUMP INSPECTION:										
	DESCRIPTION / LOCATION	CHECK AND ADJUST STATUS SWITCH			CHECK AND ADJUST CURRNET SWITCH			VERIFY PUMPS RAMP WITH 4-20 MILLI AMP SIG.			
F:	AIR HANDLER INSPECTION:										
	DEVICE / SENSOR NAME	STATUS / SETPOINT		ACTUAL	INSPECTION VISUAL MEASURED		COMMENTS				
	O.A.T.										
	HUMIDITY										
	SUPPLY FAN START / STOP										
	SUPPLY FAN STATUS										
	RETURN FAN START / STOP										
	RETURN FAN STATUS										
	CHECK AND ADJUST FILTER SWITCHES										
	SUPPLY AIR TEMPERATURE										
	RETURN AIR TEMPERATURE										
	MIXED AIR TEMPERATURE										
	HOT WATER VALVE %										

SCHEDULE G

Remote Communication Inspection

- A remote or local inspection will be performed on all DDC controlled equipment on all listed sites. (reference schedule A)
- The inspection will include the following:
- Review all received alarms and evaluate problem. This evaluation will be put in writing and included as part of the report.
- Review and document all system points for all controlled equipment at all schools as requested by the facilities manager. Typical review will include all space temperature, supply air temperature, supply fan status, water pump status, boiler status, etc. Any point critical to the system will be reviewed, documented in writing and included as part of the report.
- This report will be submitted to the facilities manager.
- Reference schedule H for an example of a system points report for one site on any given day.

SCHEDULE H

Daily Remote Communication Log

SAMPLE Daily Temperature Log

(This is typical for each site)

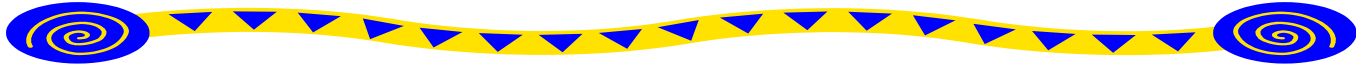
Name	Date	Time
<u>Boilers</u>		<u>refrigeration temperatures</u>
OUTDOOR AIR TEMP	56	Walk in refrigerator temp 41.5
SUPPLY WATER TEMP	141.3	Walk in freezer temp 5.2
RETURN WATER TEMP	137.1	reach in refrigerator temp 37.6
FLAME FAIL STATUS 1	Normal	
FLAME FAIL STATUS 2	Normal	<u>fan coil controllers</u>
BOILER RELAY 1	Stop	
BOILER RELAY 2	Start	room 108 72.8
HW PUMP RELAY 1	Start	room 108a 73
HW PUMP RELAY 2	Stop	
RAD PUMP RELAY 1	Start	<u>rooftop Units</u>
RAD PUMP RELAY 2	Stop	
BURNER STATUS 1	Off	rtu supply air temp 66.5
BURNER STATUS 2	On	
HW PUMP STATUS 1	On	vav 101 admin 74
HW PUMP STATUS 2	Off	vav 102 admin conference 73.7
RAD PUMP STATUS 1	On	vav 103 admin work rm 74.5
RAD PUMP STATUS 2	Off	vav 104 principal office 74.5
		vav 105 assistant 73.3
<u>air handler units 1-12</u>		vav 108 rm 146a 72.7
		vav 109 rm 146c 73
# 1 girls locker 70.1		vav 110 rm 146 73.5
# 1 girls gym 70.5		vav 111 rm 145 b 73.8
# 2 boys locker 70.1		vav 112 rm 145 73
# 2 boys gym 70.3		vav 202 rm 205 a 73
# 3 cafeteria 72.8		vav 203 rm 205 b 72.5
# 4 stage 73.1		vav 204 rm 205 72.7
# 5 media center 6 2nd flr 74.9		vav 205 rm 205 c 73.7
# 5 media center 7 2nd flr 72.2		
# 5 media center 8 1st flr 72.7		<u>unit vents</u>
# 6 corridor east space temp 9 74.9		
# 6 corridor east space temp 10 74.5		uv 1 rm 128 73.2
# 6 corridor east space temp 12 74.2		uv 2 rm 130 73.8
# 7 corridor west space temp 11 75.2		uv 3 rm 132 73.9
# 7 corridor west space temp 13 73.3		uv 4 rm 134 73.2
# 7 corridor west space temp 14 72.9		uv 5 rm 136 71.4
# 7 corridor west space temp 15 72.7		uv 6 rm 138 73.1
# 8 science lab 1st floor 73.5		uv 7 rm 139 74.2
# 9 science lab 2 east 71.1		uv 8 rm 127 74.2
# 10 applied tech 2nd floor 72		uv 9 rm 129 73.4
# 11 science lab 73.9		uv 10 rm 131 72.2
# 12 science lab 2nd south 72.9		uv 11 rm 217 74.1

Schedule I

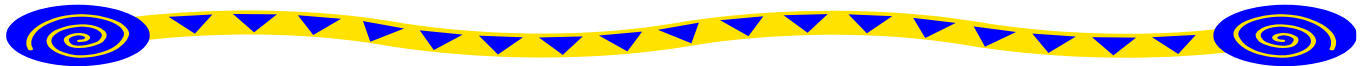
Critical Alarm Procedure

1. Servicing company receives alarm.
2. Servicing company accesses site of generated alarm and records all alarm data.
3. Servicing company calls and notifies college personnel of alarm and system status. (This call shall be accomplished within 30 minutes of alarm generation.)
4. College personnel will instruct servicing company as to the support needed.
5. Following day, include the following in monitoring report:
 - a. Site which alarm came from
 - b. Type of alarm and equipment #
 - c. College personnel spoken to
 - d. Instructions which were given

HUDSON COUNTY COMMUNITY COLLEGE



BID INSTRUCTIONS & BID FORMS



PROJECT:

HVAC Repairs and Installations on a time and materials basis.

BIDDER

Bidder shall be to the lowest responsive and responsible bidder.

CONTRACTOR

The lowest responsive and responsible Bidder(s) for each contract as determined by the College/Owner.

SCOPE

It is the intention that the Specifications for the Project provide an overall scope of the services to be provided on a time and materials basis for HVAC repairs and installations for a period of up to two (2) years and may be extended annually thereafter as may be permitted by law. In the event a two (2) year contract is awarded, it is subject to cancelation by the College after the first year. All work incidental to providing the annual services or any work necessary to complete the Contract shall be included in the bid. This is a time and material contract. The estimated number of hours and material costs are estimates. The contract amount shall be based on the actual number of hours worked and materials used as requested by the College, which amount may be zero (0).

PREPARATION OF THE BID

The “complete” Bid Form includes the Bid Proposal Form, Bid Security, Bidder’s Checklist, Ownership Disclosure Certification, Non-Collusion Affidavit, Disclosure of Investment Activity in Iran form and any other documents noted in these Instructions to Bidders to be submitted with this Bid.

Bid prices must be filled in, in ink, in both words and figures for the contract or work for which the bid is made.

Insert applicable unit prices, if any have been specified, applicable to the Bidder’s work. Where unit prices have already been established by the contract documents, the Bidder agrees that such unit prices shall prevail. All unit prices, whether filled in by the Bidder or established by the contract documents, shall become part of the Contract. No award will be made, unless applicable unit prices, as required, are filled in.

Conditional bids will not be accepted. Bids may be withdrawn prior to the advertised time for the opening of bids or authorized postponement thereof. Bids received after the advertised time will not be considered. Bidders shall be solely responsible for premature opening or late delivery of bids, not properly marked or addressed, or which do not arrive by the proper time or at the proper place.

Bidders must submit their bids in a sealed envelope addressed to the College and bearing on outside: the name of the Bidder, its address, and the title "HVACR Repairs and Installation."

Bids shall be kept open for sixty (60) days from the date of the bid opening and shall not be entitled to be withdrawn unless otherwise required by law. Bids may be withdrawn at any time prior to the bid opening by providing written notification to the College's Director of Contracts and Procurement.

QUALIFICATIONS OF BIDDERS

The College may make such investigation as it deems necessary to determine the ability of the Bidders to perform the work, which includes investigation of the subcontractors. The Bidder shall furnish any information and data for this purpose as the College may request. All bidders must have all licenses and certifications required by law to perform HVAC work for a public work in New Jersey.

BID PROPOSAL FORM

All bids are to be written in by typewriter or ink in a legible manner on the Bid Proposal Form. Any bid price showing any erasure alteration must be initialed by the contractor in ink. Failure to initial any erasure alteration will be cause to disqualify the bid.

The Bid Proposal Form must be duly signed by the authorized representative of the company. The College requires all documents to be signed with original signatures. The College will not accept facsimile, electronic or rubber-stamped signatures.

The Hudson County Community College will not consider any bid on which there is any alteration or departure from the bid specifications. Contractors are not to make any changes to the Bid Proposal Form. If contractors do make changes to the bid proposal form it may be cause to disqualify that particular quotation. The College will not accept more than one bid per item.

DOCUMENTS, MISSING/ILLEGIBLE

The respondent shall familiarize himself with all forms* provided by the College that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact the School Business Administrator/College Secretary for duplicate copies of the forms. This must be done before the proposal opening date and time. The College accepts no responsibility for duplicate forms that were not received by the respondent in time for the respondent to submit with his proposal.

EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The respondent, by submitting a bid, acknowledges that he has carefully examined the bid specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder shall include in his price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.

FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)/TRUTH IN CONTRACTING

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00 but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Bidders should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make a material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidders should consult the statutes or legal counsel for further information.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION – N.J.A.C. 17:19-4

NJ State Certification

The College will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report. A form of Certification is Attached.

Federal Certification

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New

Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work, a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form. A form of certification is attached.

AWARD OF CONTRACT

Contracts, if awarded, will be made to the lowest responsive and responsible bidder. Award of the contracts shall be made in accordance with provisions of the County College Contracts Law, N.J.S.A. 18A:64A-25.1, et. seq., Article 1A, Section F “Awarding Contracts.” The College reserves its rights to select the bids or particular alternates, or combination of alternates, as may be in the best interest of the College, in its sole discretion. The College reserves the right to reject all bids, to waive any informalities in any bid or bids, and to accept such bid or bids and to make or to not make such awards as may be in the best interest of the College, in accordance with the law.

CONTRACT RENEWAL/EXTENSIONS

Bidder agrees that the Owner may renew the contract(s) with the successful bidder to the extent permitted by, and in accordance with, applicable law, on the same terms and conditions as set forth herein.

OWNERSHIP DISCLOSURES REQUIRED

Pursuant to P.L. 1977, N.J.S.A. 52:25-24.2, the Bidder shall submit with its Bid, or prior to receipt of bids, a statement setting forth the names and addresses of all stockholders or owners in the corporation, partnership, or other business entity bidding who own ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation, partnership or other business entity, the Bidder shall submit further disclosures for such entity pursuant to the law. A form of Ownership/Stockholder Disclosure is included herewith.

NON-COLLUSION AFFIDAVIT

The Bidder shall submit with its bid, a statement of non-collusion with verbiage similar to that on the “Non-Collusion Affidavit” included herewith.

PREVAILING WAGE RATE DETERMINATION

The date of the wage rate determination for this Project will be set forth in the contract. This determination is conclusive for a period of two (2) years from that date, unless superseded by a later determination. Contractor shall be responsible for complying with such determination.

- (a) Pursuant to New Jersey Prevailing Wage Act, N.J.S.A. 34:56.27 and 56.28 the following is mandatory and applies to the project.
- (b) Workers shall be paid not less than such prevailing wage rate in the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

THE COLLEGE WILL NOT AWARD A CONTRACT TO ANY BIDDER WHO BIDS LESS THAN THE APPLICABLE PREVAILING WAGE FOR THE CATEGORIES OF WORK/TRADE REQUESTED.

TAXES

Public projects are exempt from New Jersey State Tax. However, Contractors and Subcontractors are required to comply with New Jersey Sales and Use Tax, in accordance with P.L. 1966, c.30 (C.54:32B-1 et seq.) and, P.L. 2004, c.57. Forms and additional information are available from the New Jersey State Tax Department. No allowance will be made by the College for any such taxes paid by the Contractor or Subcontractor arising out of the applicability of the New Jersey Sales and Use Tax.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

The successful bidder shall be required to comply with the Mandatory Equal Employment Opportunity Language which will be annexed to the Contract. A copy of the language is included in the bid package.

The successful bidder shall be required to complete and submit to the College an Initial Project Workforce Report, New Jersey Department of Treasury Form AA-201, upon notification of award. Failure to submit this completed form may result in the contract being terminated.

The successful bidder shall also be required to submit a copy of its Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the College.

ANTI-DISCRIMINATION PROVISIONS

The following provisions will be inserted into the Owner/Contractor agreement.

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any

agency of or authority created by any of the foregoing, for the construction, alteration or repair of any building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing or any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, or account of race, creed, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency or any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a College of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C. 18A:18A-51 et. seq.).

CONDITIONS OF THE WORK

Bidders shall submit bids subject to, and in accordance with, all the conditions stated herein, required by the Specifications and actual conditions. Bidders shall carefully examine the site and Specifications and fully inform themselves as to the existing conditions, and to the relationship(s) between their work and the work of others in connection with the Project including both labor and materials even though not especially shown or noted, but that are necessary to obtain a complete and finished condition.

Any Bidder wishing to examine the site should contact Jeff Roberson Jr. at (201) 360-4054.

BRAND NAME OR EQUAL

When the Specifications, Forms, and other Contract Documents use “brand name or equivalent”, “basis of design” or similar language, the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the goods or services being requested. Where a bidder attempts to submit an equivalent product for a brand name, it shall be the responsibility of the bidder to fully describe and document the product to be provided with the bid in order to establish the equivalence claim.

- A.** If the Bidder proposes to offer substitute goods as an equal to those specified herein, the bidder shall so indicate with the Bid Proposal. For the purposes of this paragraph, a proposed item shall be considered equal to goods specified herein if:
1. The College, in its sole discretion, determines that: (i) the goods conform substantially, even with deviations, to the brand name goods specified herein; (ii) the goods are equal to or greater than the brand name goods specified herein in terms of quality, durability, functionality, appearance, strength and design; (iii) the goods are capable, at least as well as the brand name goods specified herein, of performing with existing equipment; and (iv) the goods do not cost the College more than the brand name goods specified herein costs the College.
- B.** To offer substitute goods as an equal to those specified herein, it is necessary that:
1. The Bidder submits sufficient information with its bid to permit the College to determine that the goods are equivalent to the brand name goods specified herein, including, but not necessarily limited to the brand, catalog number and specifications/data sheets;
 2. The Bidder fully identifies and describes the variations of the goods from the brand name goods specified herein on a separate sheet that is to be submitted with the bid proposal. Bidder’s literature **WILL NOT** suffice in explaining exceptions to these specifications;
 3. The Bidder certifies that the goods (i) are similar in substance to the brand name goods specified, and (ii) are suited to the same use as the item specified;
- C.** The College shall be allowed a reasonable time within which to evaluate the Bidder’s proposal to offer substitute goods as an equal to those specified herein. The College shall be the sole judge of acceptability. No “or-equal” goods shall be ordered, delivered, assembled, set-up or utilized until the College’s

evaluation is complete. The College's determination as to equivalency shall be deemed final and absolute.

In the event the Bidder fails to identify and equivalent items, or does not provide sufficient supporting documentation regarding an equivalent product with the bid, it will be presumed and required that the brand name or basis of design goods and services as described in the specifications will be provided.

QUALITY, SAFETY AND PERFORMANCE STANDARDS

All goods and services must be constructed and provided with the highest quality materials and workmanship. It is the intent of these specifications that only equipment equal to, or exceeding, the standard specified will be acceptable in order to protect the safety of the students of the School District.

ADDENDA, INTERPRETATIONS, AND EQUIVALENCY DETERMINATIONS

Should any error, omissions, inconsistencies or obscure wording appear or occur in the Specifications, or should there be any discrepancies between any of the Contract Documents, the Bidder shall, before submitting its bid, apply to the College in writing for an interpretation and determination of the intent of the Specifications and equivalency, if applicable. Requests for such interpretations, to be given consideration, must be received **at least ten (10) business days** prior to the date fixed for the opening of bids (Saturday, Sunday, and Holidays excluded). Failure to request an interpretation shall serve as an acknowledgement by the Bidder that the specifications are complete and contain no discrepancies.

Interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which if issued, will be mailed by certified or registered mail with return receipt requested, or sent by facsimile to all bidders of record, **not later than seven (7) business days** prior to the date fixed for the opening of bids (Saturdays, Sundays and holidays excluded). Each Bidder shall ascertain, prior to submitting its bid that it received all Addenda issued and it shall acknowledge their receipt in its bid. Failure of any Bidder to receive any Addenda or interpretation shall not relieve the Bidder from any obligation under its bid as submitted. In addition, a failure on the part of any Bidder to acknowledge receipt of said Addenda may result in disqualification of the entire bid submission. Addenda so issued, shall become part of the Contract Documents.

The price bid for the work of any Contract shall NOT be based in any manner upon oral opinions, or real or alleged instructions of an oral nature, regardless of whether such opinions or instructions are expressed by the Borough or agents or representatives of any of them.

FORM OF CONTRACT

Contracts will be let on the College's Form of Agreement between College and Contractor, including supplementary terms and conditions, if any, which will incorporate all terms and

conditions of these bid specifications and all legal requirements applicable to the College and the work performed by the successful bidder.

The Contract will be subject to all statutory provisions on the matter of Public Works, Public Contracts and Prevailing Rates of Wages under the laws of New Jersey.

The Agreements shall be executed by both parties not later than twenty-one (21) days from the date of the award by the College (Sundays and holidays excluded); however, such time frame may be extended by agreement of the parties.

PROGRESS PAYMENTS

Monthly progress payments will be made based on the value of labor and materials incorporated in the Work and of materials suitably stored at the site. An itemized schedule of value shall be submitted with each Application for Payment. Payments for undisputed portions of the Application for Payment shall be made in the following payment cycle following the College's approval of the Application of Payment, or portion thereof. Refer to the Form of Agreement for payment provisions.

All Applications for Payment shall be accompanied by paid invoices for materials incorporated in the Work and for materials suitably stored at the site, affidavit(s) by Subcontractors whose work was included in the next to the last application to the effect such work and such materials have been paid for, Monthly Project Workforce Reports, and copies of Certified Payroll Reports.

COMMENCEMENT OF WORK, DELAYS AND EXTENSIONS OF TIME

Time is of the essence of the Contract and Work. Once called upon to perform Work, the Contractor shall start the requested Work promptly and shall continue to perform the Work so as to permit delivery of the completed Work within the allocated time.

Refer to the Standard Form of Agreement between the College and Contractor for terms and conditions pertaining to liquidated damages and reimbursement of any wages paid by the College for inspector(s) due to failure to complete the Project within the Contract Time.

Bidder/Contractor understands, acknowledges and agrees that claims, disputes or other matters in question may arise prior to, during and after the bid opening as there may be challenges to the Project Specifications, the proposal of a bidder and/or the award of a contract. Bidder/Contractor further understands and acknowledges that adverse weather conditions and acts and/or omissions of other contractors on the Project may impact the successful bidder's ability to meet the Project milestone dates as set forth in the Project Specifications.

Should any of these events result in a delay in the commencement or progress of any Project Work, the College shall not be liable to any Contractor or Subcontractor for any damages other than an extension of time for performance under the contract. This Section shall not apply to delays in the Contractor's performance resulting from the College's negligence, bad faith, active interference, tortious conduct, or other reasons un- contemplated by the parties pursuant to N.J.S.A. 18A:18A-41.

INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless, the College and the Owner/College from and against, any and all claims, demands, lawsuits, damages, costs and expenses of any type whatsoever, including reasonable attorneys' fees, arising out of, or in any way related to, (1) a breach of the Contractor's Contract with the College, (2) any personal injury or property damage that may arise out of, or result from the Contractor's or its subcontractor's acts or omissions in performing the Work, (3) the Contractor's or its subcontractor's performance of the Work, the Contractor's or its subcontractor's negligent acts and/or omissions, or (4) the Contractor's or its subcontractor's failure to comply with any law, statute, regulation, ordinance, code or rule.

COMPLIANCE WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT (N.J.S.A. 34:11-56.48 et seq.)

Pursuant to the above-referenced law, Bidders are required to be registered with the New Jersey Department of Labor and to possess a current certificate by said Department indicating compliance with the Act prior to the time and date that bids are received. Bidders are notified of this requirement of their compliance. Such certificates or applications shall also be provided for each Subcontractor furnishing plumbing and gas fitting, and all kindred work, heating and ventilating systems and equipment, electrical work, or structural steel and ornamental iron work.

OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site(s) and to have read, and to be thoroughly familiar with the Contract Documents. The failure or neglect of any Bidder to receive or examine any form, instrument, or document, or to inspect the site, shall in no way relieve any Bidder from any obligation in respect to its bid. Bidders should contact Mr. Marvin Smith, Director of Contracts and Procurement, at [INSERT NUMBER] to arrange for site visits, if desired.

Prior to the Bid Opening, the Bidder shall examine the contents of the Bid Specifications and assure itself that all pages of the Specifications and other Contract Documents are included in the documents obtained for bidding purposes and contain no ambiguities or conflicting provisions. Should the Specifications or other Contract Documents be incomplete or contain any ambiguities or conflicting provisions, the Bidder shall notify the Owner in writing, who will supply the Bidder with any missing pages of Specifications or other Contract Documents and resolve any ambiguities or conflicts. The lack of such written notification by the Bidder will be construed as evidence that the Specifications and other Contract Documents are full and complete, and as a waiver of any subsequent claim to the contrary.

NEW JERSEY PAY-TO-PLAY REQUIREMENTS

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions by the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if the filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE AND SALES AND USE TAX REQUIREMENTS, P.L. 2004, c.57

Contractors are required to comply with the following:

- a) **Business Registration Certificate Requirements:** Prior to the award of Contract, all Bidders shall provide a current Certificate of Business Registration for itself and any prime subcontractors named in its bid. Such certificates shall have been issued on or before the date and time of the bid opening, unless the law permits otherwise.

In addition, the Contractor shall provide copies of the current valid Certificate of Business Registration for each Subcontractor identified in the bid, immediately upon entering into each subcontract, and prior to entering into a Contract with the College.

Contractor must maintain and submit a current updated list of Subcontractors, their addresses, and all valid Business Registration forms as a continuing obligation under the Contract. Before final payment on the Contract is made by the Owner, the Contractor shall submit a complete and accurate list for each Subcontractor or supplier for goods provided, or services rendered, or for construction of a construction project used, in the fulfillment of the Contract, and a copy of said subcontract, or shall attest that no Subcontractors were used.

- b) **New Jersey Sales and Use Tax Requirements:** All contractors or contractors with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, including without limitation, Colleges of education, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (N.J.S.A.54:32B-1 et seq.), regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein, "affiliate" shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject

to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. N.J.S.A. 52:32-44(g)(3).

RECORD MAINTENANCE

Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor shall also maintain and make any or all books and records related to products transactions or services rendered under this contract, available to the College upon request.

INSURANCE

The successful bidder shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:

- (a) Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars (\$1,000,000.00), together with Excess/Umbrella Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00). The Excess/Umbrella policy shall overlay the General Liability Policy and the Automobile Liability Policy;
- (b) Workers Compensation Insurance coverage in the statutory amount. Employer's Liability Insurance coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) each accident;
- (c) The Contractor shall maintain business Automobile Insurance on all vehicles used in performance of this Agreement in an amount not less than \$1,000,000.00 (One Million Dollars) for bodily injuries to each person and \$1,000,000 (one million dollars) each occurrence, and property damage in an amount not less than \$1,000,000.00 (One Million Dollars) per occurrence. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event the Contractor does not own automobiles, the Contractor agrees to maintain coverage for Hired and Non-Owned business Automobile Insurance, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Automobile Liability policy.

No later than the execution of the Agreement, and upon the Board's request from time to time, the Contractor shall provide to the Board a certificate of insurance evidencing the coverages set forth above in (a) (b) and (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A". The Contractor shall also provide, upon the Board's request, full and complete copies of the insurance policies required by (a), (b), (c) and (d) above. The coverage set forth above in (a), (c) and

(d) shall be endorsed to name the HUDSON COUNTY COMMUNITY COLLEGE as an additional insured.

A full copy of all policies shall be provided to HCCC within seven (7) days of HCCC's request. Failure to do so shall constitute a material breach of contract.

TERMINATION OF CONTRACT

If the College determines that the contractor has failed to comply with the terms and conditions of the proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the College shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

The College shall also have the right to terminate this Contract for any reason upon providing written notice to Contractor. In the event of such termination, Contractor shall, as its sole remedy, be entitled to payment for services provided together with reimbursable expenses due as of the date of termination.

Termination by the College of the contract does not absolve the contractor from potential liability for damages caused by the College by the contractor's breach of this agreement. The College may withhold payment due the contractor and apply the same towards damages once established. The College will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the College harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

EQUAL PRICES

Pursuant to N.J.S.A. 18A:64A-25.20 when two or more contractors submit equal prices and the prices are the lowest responsible quotes, the College may award the contract to the vendor whose response, at the discretion of the College, is the most advantageous, price and other factors considered.

NOTICE (AUTHORIZATION) TO PROCEED

The contractor shall not perform any work, or provide any services, materials, or supplies until a Notice (Authorization) to Proceed is received from the College. The College only recognizes the receipt by the vendor of an approved signed purchase order as a Notice to Proceed along with a formal award letter from the Director of Contracts & Procurement. No word of mouth, phone, fax, e-mail, letter or other forms of communication to proceed is a valid Notice.

PAYMENTS

Refer to payment provisions in the attached contract.

RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Worker and Community Right to Know Law - N.J.S.A. 34:5A-1 et seq. All

contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health
Workplace Health and Safety
Right to Know Unit, CN 368
Trenton, New Jersey 08625-0368

SUBCONTRACTING; PERMISSION NEEDED

The contractor, with whom the College has awarded the contract, shall not subcontract any part of any work of the project to any vendor, company, contractor, etc., without first requesting and then receiving written approval from the appropriate official of the College.

It is the responsibility of the prime contractor to ensure that no subcontractor who has received written permission to do work for the College, subcontracts any of its/their work without first receiving written approval from the prime contractor and the appropriate official of the College.

The prime contractor assumes all responsibility for work performed by subcontractors. The prime contractor must also provide to the College the following documents secured from all approved subcontractors. It is requested the following documents be submitted with the quotation response

Subcontractor Document Submissions (When applicable)

- New Jersey Business Registration Certificate
- Insurance Certificate as outlined in the bid specifications;
- Affirmative Action Evidence as outlined in the bid specifications;

Penalties

The College shall deduct the amount of \$1,000.00 (one thousand dollars) per payment for each day the successful bidder uses a subcontractor without first receiving written permission from the appropriate official of the College.

ADDITIONAL PROVISIONS

- The College reserves the right to waive any informalities in any bid proposal as may be permitted by law.
- The contract between the College and the Successful Bidder shall substantially be in the form included herewith.
- The contract and the services provided thereunder shall be governed by New Jersey law without regard to New Jersey's conflicts of laws rules or principles. The College will not consent to the law of any other state or jurisdiction.
- All disputes between the College and the Successful Bidder arising out of, or relating to this bid, the contract between the College and the Successful Bidder, or the services provider thereunder, shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey, venued in Hudson County, New Jersey. The College will not consent to jurisdiction in any other State or jurisdiction.
- The College will not agree to any contract provision that entitles the Successful Bidder to attorney's fees, collection costs, or other related costs or fees.

- Bidders are advised that HCCC is a New Jersey public entity and is bound by certain laws and rules relating to the disclosure of documents, including, without limitation, New Jersey's Open Public Records Act. The College cannot agree to any confidentiality provision that is in contravention to OPRA or the College's obligations in connection with the disclosure of records or other documents. Further, the College shall own all bids submitted and they shall become public documents.
- Bidders are also advised that pursuant to law, in the event of a multi-year contract, each subsequent year shall be subject to the appropriation, annually, of sufficient funds by the College to meet the extended obligation.

BIDDING DOCUMENTS

The bidding documents consist of the following items:

- **ADVERTISEMENT**
- **ADDENDA, if issued**
- **CLARIFICATIONS, if issued**
- **INSTRUCTIONS TO BIDDERS**
- **BID FORMS**
- **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**
- **TECHNICAL SPECIFICATIONS: As provided herein.**
- **BID PROPOSAL FORM**

BIDDER'S CHECKLIST

THE FOLLOWING CHECKLIST MUST BE PROPERLY COMPLETED WITH THE BID PACKAGE AND SUBMITTED TO THE COLLEGE AS PART OF THE BID DOCUMENTS.

ITEM

REVIEWED THE CONTRACT DOCUMENTS WORK, SITE, LOCALITY, AND ALL LOCAL CONDITIONS AND LAWS AND REGULATIONS THAT IN ANY MANNER MAY AFFECT COST, PROGRESS, PERFORMANCE OR FURNISHING OF WORK ☐

BIDDER'S PROPOSAL (SIGNED, DATED AND BID ON ALL ALTERNATES APPLICABLE TO THE WORK) ☐

ACKNOWLEDGED ALL ADDENDA ON BIDDER'S PROPOSAL, WHERE APPLICABLE ☐

OWNERSHIP DISCLOSURE CERTIFICATE ☐

COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT ☐

NJ STATE DEBARMENT AFFIDAVIT ☐

FEDERAL DEBARMENT CERTIFICATION ☐

NON-COLLUSION AFFIDAVIT ☐

CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION ☐

AFFIRMATIVE ACTION QUESTIONNAIRE ☐

PROVIDED CURRENT NEW JERSEY DEPARTMENT OF LABOR CONTRACTOR REGISTRATION CERTIFICATE (P.L. 1999 C. 238) ☐

PROVIDED CURRENT BUSINESS REGISTRATION CERTIFICATE AND TRADE LICENSE, WHERE APPLICABLE (WITHIN TIME PERMITTED BY LAW) ☐

NOTES: **The failure to complete and submit all of the above documents with your bid proposal may result in the rejection of your proposal.**

By placing a checkmark in the boxes provided above, I acknowledge having read and fully understand all the requirements of each of the documents referenced herein.

BIDDER (Signature)

DATED: _____

BIDDER (Print Name)

Company History and Vendor Qualifications: Example

- ❖ Have at least seven (7) years' experience in providing these types of services for other colleges, with a focus on community colleges.
 - ❖ Provide at least three (3) references for which these types of services have been performed within the past five (5) years.
 - ❖ Must be an independent firm and be properly licensed.
 - ❖ Have no outstanding or pending complaints and no unsatisfactory record of performance with the County or any other public agency.
 - ❖ Have the fiscal and administrative capability to provide and manage the proposed services within the proposed timelines.
 - ❖ Must meet any specific qualification requirements imposed by state or local law or rules and regulations.
 - ❖ Provide evidence of all insurance, indemnifications and assurances as may be required by County, State and/ or Federal law.
- SCOPE OF REQUESTED SERVICES Specific Requested Information
-

BID PROPOSAL FORM

The following must be completed and returned with the bid:

Legal Business Name _____ Federal Tax ID _____

Address _____

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

Email _____

BID/WAGE RATES:

A. HVAC Foreman Billable Hourly Wage \$_____ per hour X 500 hours = _____

HVAC Technician Billable Hourly Wage \$_____ per hour X 500 hours = _____

HVAC Helper/Apprentice Billable Hourly Rate \$_____ per hour X 500 hours = _____

Total Labor Costs (add all three lines above) \$_____

B. Materials and Supplies Mark-Up % (Not to exceed 10%) _____

Total Material Cost (including Mark-Up %) _____
(based upon \$100,000 of material)

C. Total Labor Costs plus Total Material Cost _____

The bid amount will be determined by adding the Total Labor Costs to the Total Material Cost as shown in item C, above. The estimated number of hours and material costs are estimates only and are being used to compare bid prices. The contract amount shall be based on the actual number of hours worked and materials used as requested by the College, which amount may be zero (0).

UNIT PRICE OVERTIME/EMERGENCY WAGE RATE

Provide the billable hourly wage rate for overtime/emergency rates for the various categories below. These rates will not be used to determine the bid price/bid amount. The College expects that such rates will be 1.5 times the wage rates bid above. The overtime/emergency wage rates will not be considered in determining the lowest numerical bid, and shall not be part of the contract at all if the College believes they are too high.

HVAC Foreman Billable Hourly Wage \$_____ per hour

HVAC Technician Billable Hourly Wage \$_____ per hour

Helper / Apprentice Billable Hourly Rate \$_____ per hour

To be completed, signed and returned with the proposal

ACKNOWLEDGEMENT OF ADDENDA

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which has been issued during the period of bidding and agrees that said Addenda shall become a part of this contract. The respondent shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.

ISSUING DATES

_____	_____
_____	_____
_____	_____
_____	_____

☐ **NO ADDENDA RECEIVED**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Title _____

To be completed, signed and returned with the proposal

AFFIRMATIVE ACTION QUESTIONNAIRE

This form is to be completed and returned with the proposal. However, the College will accept in lieu of this Questionnaire, an Affirmative Action Evidence Certificate of Employee Information Report.

1. Our company has a Federal Affirmative Action Plan approval. ☐ Yes ☐ No
If yes, please attach a copy of the plan to this questionnaire.

2. Our company has an N.J. State Certificate of Employee Information Report ☐ Yes ☐ No
If yes, please attach a copy of the certificate to this questionnaire.
3. If you answered “NO” to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](http://NJ Department of the Treasury Contract Compliance (state.nj.us))

Click on “AA 302 Employee Information Report”

Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit

The complete mailing address may be found on the Instructions page of Form AA-302.

All fees for this application are to be paid directly to the State of New Jersey. A copy of the Employee Information Report and a copy of the check shall be submitted to the College prior to the execution or award of the contract.

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

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

City, State, Zip _____

To be completed, signed and returned with the proposal
NON-COLLUSION AFFIDAVIT

Title of Proposal

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 _____
Position in Company Name of Company

and the respondent making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the College 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 proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____.
Month Day Year

SEAL

STAMP

To be completed, signed and returned with the proposal

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of
Organization: _____

Organization
Address: _____

City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II Check the appropriate box

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **HUDSON COUNTY COMMUNITY COLLEGE** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **College** to notify the **College** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **College** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

To be completed, signed and returned with the proposal CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

Title of Proposal

Name of Company _____
 Address _____ PO Box _____
 City, State, Zip _____
 Business Phone Number (____) _____ Ext. _____
 Emergency Phone Number (____) _____ FAX No. (____) _____
 E-Mail _____ FEIN No. _____
 DUNS Code (if applicable) _____ CAGE Code (if applicable) _____

References – Work previously done for Public Entities and Colleges in New Jersey

<u>Name of College</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
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1. _____
2. _____
3. _____

Vendor Certifications

Direct/Indirect Interests

I declare and certify that no member of the HUDSON COUNTY COMMUNITY COLLEGE, nor any officer or employee or person whose salary is payable in whole or in part by said College or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a College member, employee, officer of the College has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other things of value to any school official, College member or employee of the HUDSON COUNTY COMMUNITY COLLEGE.

Vendor Certifications

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school College members.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America. N.J.S.A. 52:32-44.1 (a), N.J.A.C. 17:19-1.1 et seq.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent

SIGNATURE

COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

Bidder's Past Record under the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, inclusive) and all acts amendatory thereof and supplemental hereto.

Special Instructions: Answer each question with a "yes" or "no" entered in the space provided and furnish additional information when required.

1. Has the Bidder been given a notice issued pursuant to N.J.S.A. 34:11-56.37 that it has been blacklisted, suspended or debarred for failure to pay prevailing wages as required by the New Jersey Prevailing Wages Act?
2. Has any person having an "Interest" in the Bidder within the meaning of N.J.S.A. 34:11-56.38 been blacklisted as aforesaid?

3. Has any person having an "Interest" in the Bidder within the meaning of N.J.S.A. 34:11-56.38 had any "Interest" as aforesaid in any firm, corporation, or partnership which has been blacklisted as aforesaid?
4. If the answer to any of the aforesaid questions is "Yes," annex a full statement showing the date of the action taken by the Commissioner of Labor and Workforce Development, the subsequent action, if any, taken with respect to such action of the Commissioner, the name of the person, firm, corporation or partnership blacklisted by the commissioner, and the nature, character and extent of the interest existing between the Bidder and the name which was blacklisted as aforesaid.
5. Have you made application for certification pursuant to "The Public Works Contractor Registration Act" (P.L. 1999, C. 238)? Attach copy of current certificate, or, if pending, a copy of the completed application and proof of payment of the application fee.

BIDDER (Signature)

BIDDER (Print Name)

**NJ STATE AFFIDAVIT REGARDING LIST OF DEBARRED,
SUSPENDED OR DISQUALIFIED BIDDERS**

STATE OF NEW JERSEY/ _____

Specify, if Other

COUNTY OF _____

_____, of the (City, Town, Borough)
of _____

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

I am _____ of the firm of _____ the
Bidder making the Proposal for the above named Project, and that I executed
the said Proposal with full authority to do so; that said Bidder is not at the time
of the making this bid included on the New Jersey State Department of Labor
and Workforce Development; Prevailing Wage Debarment List, or the State of
New Jersey Consolidated Debarment Report or the Federal Debarred Debarment
List.

Name of Contractor

By: _____
(Signature of Authorized Representative)

Subscribed and sworn to before me
this ____ day of _____, 20 __.

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20 ____

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐Sole Proprietorship (skip Parts III and IV) ☐Non-Profit Corporation (skip Parts III and IV)
- ☐For-Profit Corporation (any type) ☐Limited Liability Company (LLC) ☐Partnership
- ☐Limited Partnership ☐Limited Liability Partnership (LLP)
- ☐Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Hudson County Community College is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Hudson County Community College to notify the Hudson County Community College in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Hudson County Community College, permitting the Hudson County Community College to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Hudson County Community College** is relying on the information contained herein and that I am

under a continuing obligation from the date of this certification through the date of contract award **Hudson County Community College** to notify the **Hudson County Community College** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **Hudson County Community College**, permitting the **Hudson County Community College** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Business Address

****Add additional sheets if necessary****

OR

<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
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Section B (skip if no business entities are listed in Section A of Part IV)

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address

Add additional Sheets if necessary			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Hudson County Community College is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Hudson County Community College to notify the Hudson County Community College in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Hudson County Community College permitting the Hudson County Community College to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

