



Request for Proposals

External Evaluator Services

RFP No: 10-23-25 EES

Proposal Due Date:

Tuesday, November 4, 2025

10:00 AM

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

REQUEST FOR PROPOSALS

Hudson County Community College (“HCCC” or “College”) hereby seeks proposals from qualified vendors for:

Commemorative Anniversary Planning Consultant

All quotation proposal responses 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: External Evaluator Services

Proposal No. RFP No: 10-23-25 EES

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: November 4, 2025

Due Time: **10:00 AM**

Submission of Proposals—US Postal Service/Delivery Service

All potential respondents are encouraged 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.

Jeff Roberson, Jr.
Director of Contracts and Procurement

Introduction:

About Hudson County Community College

Hudson County Community College serves more than 20,000 credit and non-credit students annually. The College offers more than 90 degree and certificate programs, including award-winning English as a Second Language; Science, Technology, Engineering and Mathematics (STEM); Culinary Arts/Hospitality Management; Nursing and Health Professions; and Humanities and Social Sciences. The HCCC Culinary/Hospitality Management program was ranked number six in the U.S. by Best Choice Schools. The College's School of Continuing Education and Workforce Development offers cutting-edge, industry-recognized, stackable credentials in alignment with high-priority workforce needs.

HCCC has partnerships with major four-year colleges and universities in the greater New Jersey-New York area and beyond, accommodating seamless transfer of credits for further undergraduate and graduate education.

The College's commitment to Diversity, Equity, and Inclusion has been recognized with the 2021 Association of Community College Trustees (ACCT) Northeast Region Equity Award; the "INSIGHT Into Diversity" 2021, 2022 and 2023 Higher Education Excellence in Diversity (HEED) Award, this year honoring HCCC as one of six community colleges nationally to be named "Top Colleges for Diversity;" the "INSIGHT Into Diversity" 2022 and 2023 Inspiring Programs in STEM Award, and 2024 Inspiring Programs in Business Award. The College received the 2023 Outstanding Member Institution Award from the Hispanic Association of Colleges and Universities (HACU). HCCC is a finalist in seven categories of this year's American Association of Community Colleges' (AACCC) national "Awards of Excellence."

For the third consecutive year, HCCC was selected as one of 18 community colleges in the United States to be named among the "2024 Most Promising Places to Work in Community Colleges" by the National Institute for Staff and Organizational Development (NISOD) in collaboration with "Diverse: Issues in Higher Education." The College was one of 22 community colleges in the nation, and the only college in New Jersey, to be recognized by ModernThink LLC and the "Chronicle of Higher Education" as a 2022 and 2023 "Great College to Work For®." HCCC is one of two colleges in the United States to be named a Top Ten Finalist in all three program categories for the nationally recognized 2023 Bellwether Awards, and received the 2023 Bellwether Award for the College's cutting-edge "Hudson Scholars" program, which also won the 2024 Bellwether Legacy Award.

The College's exemplary work in advancing student success has been recognized with 2023 "Leader College of Distinction" designation by Achieving the Dream, the national nonprofit organization dedicated to advancing community colleges as catalysts for equity and mobility in their communities. HCCC was also presented the 2023 and 2024 Campus Prevention Network Seal of Prevention for demonstrating leadership in digital prevention programming focused on student safety, well-being, and inclusion.

The College also supports students' educational experiences outside the classroom. The College's Center for Academic and Student Success, award-winning Abigail Douglas Johnson Academic Support Services Center, and Office of Mental Health Counseling and Wellness assist students in outlining their academic, career, and personal journeys.

A leader in workforce development, HCCC hosted The Aspen Institute's Workforce Leadership Academy, which was the first to be offered in partnership with a community college. The Hudson County Workforce Leadership Academy was funded through a combination of public and private donors that included JPMorgan Chase, The Harry and Jeanette Weinberg Foundation, The W.K. Kellogg Foundation, the County of Hudson, the Lefrak Family, and Mack-Cali.

Scope of Services:

In 2021, Hudson County Community College (HCCC) was awarded a Title V Grant through the U.S. Department of Education. HCCC seeks an External Evaluator for *The Golden Door/La Puerta Dorada* project. The grant award is for approximately \$3 million over the five years period covering October 1, 2021 – September 30, 2026. September 30, 2024, is the end of grant year 3 and therefore, the mid-point of the grant. The primary role of the evaluator will be to look analytically at performance in grant years 1, 2 and 3, both cumulatively and individually, as well as at historical performance and offer suggestion, recommendations and insights not only as are required for reporting purposes but also that could be presented both to institutional leadership.

A list of suggested study/evaluation topics will be provided.

In alignment with the College's new 2021-24 Strategic Plan, *Hudson is Home*[1], *The Golden Door/La Puerta Dorada* project aims to improve momentum, persistence, retention, and graduation rates for English Language Learners (ELLs). *The Golden Door/La Puerta Dorada* project seeks to realize these goals through three activities, including curriculum development and revision, the provision of wraparound support services for ELLs, and the provision of professional development for faculty and staff focused on the needs of ELLs through the lens of Diversity, Equity, and Inclusion principles.

Fundamentally, the core objective is to improve college completion rates for Hispanic and low- income students through the delivery of multi-dimensional programming.

[1]Hudson County Community College 2021-24 Strategic Plan.

<https://www.hccc.edu/abouthccc/vision/strategic-plan.html>

The Role:

Reporting to the Vice President for Academic Affairs, the External Evaluator provides a summative evaluation of grant activities occurring within the period of October 1, 2023 – September 30, 2024. The Evaluator will work collaboratively with the Puerta Dorada team, which is composed of the Vice President Academic Affairs, Associate Vice President for Academic Affairs and Assessment, the Dean of Humanities and Social Sciences, the Director of ESL and Academic Foundations English, the Associate Director of ESL, the Vice President for Institutional Research, the Director, Center for Teaching, Learning, and Innovation and the Director of Academic Support Services, to ensure that the project achieves all key milestones by the end of the project period.[1]

[1] No cost extension may be granted per the Department of Education.

<https://www.ed.gov/fund/grants-manage.html>

Key Responsibilities:

- The Evaluator will work with the Title V Grant Project Director and other HCCC faculty and staff to gather data and deliver a high-quality, objective assessment and evaluation report for grant activities performed in Grant Year 3, which covers the period of October 1, 2023- September 30, 2024. (Appendix A)
- The Evaluator will provide both formative [1] and summative [2] evaluation of grant activities. Possible topics for evaluation are listed on the Scope of Work (Appendix D)
- The Evaluator will produce a written report that is transparent, truthful, evidence based and of high quality for sharing with Hudson County Community College's senior administration and the U.S. Department of Education. The report due date is January 1, 2025.
- The Evaluator will gather and analyze data for the purposes of compliance and reporting,

adhering to ED guidelines. (See Appendix B)

- The Evaluator will work with the Associate Vice President of Institutional Research to measure and analyze data for all key objectives of the project. (See Appendix C)
- The Evaluator will also serve in a third-party advisory capacity to provide objective, unbiased advice and assist key personnel with decision making and new strategies as necessary.
- The Evaluator will assess and provide participatory evaluation [3] through close collaboration with the Project Director, Activity Coordinators, and other members of college community throughout all phases of the project.
- The Evaluator will convene and record meetings as needed with the Project Director, HCCC Academic Leadership and Activity Coordinators to review matters related to the grant project and suggest solutions and strategies to address any challenges that may arise.

[1] Formative evaluation--Evaluation undertaken to inform program development and implementation; exploration of alternative approaches.

[2] Summative evaluation—Evaluation of the overall worth of the program after it is in operation.

[3] Participatory evaluation—Evaluation that involves the stakeholders of a program or policy in the evaluation process.

Required Qualifications:

- Master's degree in Education or related field.
- Experience evaluating GPRA [1] measures and goals for US Department of Education grants.
- Experience managing federally funded grants and contracts.
- Experience working with higher education faculty and staff.
- Expertise in project evaluation, data collection and analysis.
- Knowledge of HCCC and its policies, procedures, and aspirations.[2]
- Ability to remain objective and unbiased.

[1] Government Performance Results Act <https://www.g5.gov/WebBanner.html>

[2] Please see Hudson County Community College 2021-24 Strategic Plan.
<https://www.hccc.edu/abouthccc/vision/strategic-plan.html>

Appendix A

See External Evaluator-Narrative Extract (1)

Project Evaluation

The External Evaluator will be responsible for providing an objective analysis of HCCC's ability to achieve the following project goals during Grant Years 4 and 5 (the period of 10/1/2024 -9/30/2026).

Goal 1: Improve retention and graduation rates for English Language Learners by restructuring ESL programming inclusive of curriculum redesign, intake/placement protocol review, formalized ESL learning communities, summer bridge, and student credit load limits. (Activity 1: ESL Pathway Academy)

Goal 2: Improve student persistence and student momentum through the development of a three-credit College

Student Success (CSS) course, that includes a revised curriculum taught in the student's native language and a supplemental ESL component. (Activity 1: ESL Pathway Academy)

Goal 3: Develop and offer a comprehensive set of student support strategies to improve the retention of English Language Learners through the creation of an ESL Resource Center. (Activity 2: ESL Resource Center)

Goal 4: Increase faculty/staff understanding and knowledge of the instructional needs of ESL students through their participation in professional development programming that address equity, inclusion, and andragogical needs specific to English Language Learners. (Activity 3: Faculty/Staff Development)

This evaluation plan is designed to assess the completion of each of the Performance Indicators associated with the three Activities described in the proposal. These indicators will serve as benchmarks that the External Evaluator will monitor to assess progress in meeting the overall project goals and objectives. Final summative evaluation of the project will address the outcomes of each activity and summarize the cumulative impact. These reports will ultimately measure the project's efficacy in fulfilling the purpose of the Title V grant program: to expand educational opportunities for and improve the academic attainment of Hispanic students.

Goals, Objectives, and Corresponding Milestones

The following chart details milestones that will serve as performance indicators for the attainment of each objective and goal. The grant administrators will work in collaboration with the External Evaluator to ensure accurate and timely progress toward each milestone.

Responsible parties and completion dates in the chart below are meant to serve as a guide for activity throughout the life of the Title V grant.

Table 17: Grant Milestones for Evaluation

Milestones	Responsible Party	Date Completed
<p>Goal 1: Improve retention and graduation rates for English Language Learners by restructuring ESL programming to include curriculum redesign, intake/placement protocol review, formalized ESL learning communities, summer bridge and student credit load limits.</p>		
<p>Objective 1.C: From Years 2 to 5, increase retention rates of ESL students by 3% annually.</p>		
<p>1.C.2 Measure and analyze year-over-year retention rates in cooperation with HCCC Leadership.</p>	<p>External Evaluator, Project Director, Vice President for Institutional Research</p>	<p>9/30/2024, 9/30/2025, 9/30/2026</p>
<p>Objective 1.D: From Years 3 to 5, increase 3-year graduation rate of ESL students by 2% annually.</p>		
<p>1.D.2 Measure and analyze 3-year graduation rates in cooperation with HCCC Leadership</p>	<p>External Evaluator, Project Director, Vice President for Institutional Research</p>	<p>9/30/2024, 9/30/2025, 9/30/2026</p>
<p>Objective 1.E: Develop accelerated learning curriculum delivered through a summer bridge/boot camp option.</p>		
<p>1.E.4 Deliver summer bridge/boot camp</p>	<p>Activity 1 Director, Project Director, Faculty</p>	<p>9/30/2024, 9/30/2025, 9/30/2026</p>
<p>Goal 2: Improve student persistence and student momentum through the development of a three credit College Student Success (CSS) course, that includes a revised curriculum that will be taught in the student’s native language and a supplemental ESL component.</p>		
<p>Objective 2.C: From Years 2 to 5, increase retention rates of ESL students by 3% annually.</p>		
<p>2.C.2 Measure and analyze year-over-year retention rates in cooperation with HCCC Leadership</p>	<p>External Evaluator, Project Director, Vice President for Institutional Research</p>	<p>9/30/2024, 9/30/2025, 9/30/2026</p>
<p>Goal 3: Develop and offer a comprehensive set of student support strategies to improve the retention of English Language Learners, through the creation of an ESL Resource Center.</p>		
<p>Objective 3.B: From Years 2 to 5, increase the number of ESL students using learning assistance and student support systems offered through the ESL Resource Center by 10% annually.</p>		

3.B.3 Measure and analyze usage data	External Evaluator, Activity 2 Director, Project Director	9/30/2024, 9/30/2025, 9/30/2026
Objective 3.C: From Years 2 to 5, introduce Academic Coaches to assist ESL students during lecture classes, workshops, and laboratory modules of courses.		
3.C.3 Measure and analyze student performance on a continuous basis to inform evolution of Academic Coach activity	Activity 2 Director, External Evaluator	9/30/2024, 9/30/2025, 9/30/2026
Objective 3.E: From Years 2 to 5, regularly offer workshops that address financial literacy, civics, parenting, college transition, career planning, and workforce development opportunities.		
3.E.1 Create calendar of annual offerings in collaboration with content experts	Activity 2 Director, Project Director	annually
3.E.2 Create feedback survey to be administered at the conclusion of each workshop that also assesses appetite for future workshops	Activity 2 Director, External Evaluator	continuous
3.E.3 Analyze attendance information and feedback surveys to refine offerings and address participant needs	Activity 2 Director, External Evaluator	Continuous
Goal 4: Increase faculty/staff understanding, knowledge of the instructional needs of ESL students through their participation in professional development programming that address equity, inclusion, and andragogy needs specific to English Language Learners.		
Objective 4.A: Integrate offerings by the Office of Faculty and Staff Development and the Center for Teaching, Learning, and Innovations that address equity, inclusion, and andragogy needs specific to English Language Learners.		
4.A.2 Create schedule for annual offerings and identify guest presenters to deliver workshops related to equity, inclusion, and the andragogy needs specific to English Language Learners	Activity 3 Directors	10/30/2024, 10/30/2025
Objective 4.B: From Years 2 to 5, offer monthly scheduled professional development activities to faculty and staff that address around diversity, equity, inclusion, and best practices for supporting English Language Learners in a nurturing learning environment.		
4.B.1 Offer monthly workshops and track attendance	Activity 3 Directors	Continuous
4.B.2 Create and administer feedback survey to assess sessions and solicit information on desired future topics from participants	Activity 3 Directors, External Evaluator	Continuous

Logic Model (Outcomes)

Resources - To implement program and accomplish the activities, we need:	Activities - To address the problem of practice, we need the following actions/activities:	Outputs - What evidence of service delivery will exist?	Short and Long-term Outcomes - If achieved these activities will lead to the following changes in 1-3 and 4-6 years:	Impact - If accomplished, these activities will lead to the following changes in 7-10 years:
Project Director, Activity Coordinator, Faculty Release Time	ESL Pathway Academy	Redesigned gateway to academic ESL Program; Expanded co-requisite opportunities for academic-level ESL students	Improved retention and graduation rates; increase tuition revenue	Higher completion rates; Reducing equity gaps
Activity Coordinator, ESL Academic Coaches, Financial Literacy Curriculum, Space	ESL Resource Center	Expanded ESL-specific CSS orientation class includes financial literacy and major and career exploration; and Academic coaches hired and assigned to co-requisite content classes	Improved retention and graduation rates; increase tuition revenue	Higher completion rates; Reducing equity gaps
Activity Coordinator, Faculty/ Staff time, Digital Resources, Training space and curriculum	Faculty/ Staff Development	Monthly ESL-specific professional development workshops with focus on equity, inclusion, and andragogy	Increased engagement as faculty/ professional staff	Higher completion rates; Reducing equity gaps

Appendix B

Grantees are required to an annual performance report to the US Department of Education:

- 1. **Annual Performance Report (APR).** The APR is available to grantees on or about January 31 of each calendar year. (APR due March 2025)

Reporting <https://www2.ed.gov/programs/idueshsi/performance.html>

Laws, Regulations and Guidance <https://www2.ed.gov/programs/idueshsi/index.html>

Appendix C

See External Evaluator-Narrative Extract (2)

See Tables 14 and 17(Appendix 1): Grant Milestones for Evaluation/.

External Evaluator-Narrative Extract (2)

Table 14: Activity Objectives in Measurable and Realistic Terms

Objectives in Measurable Terms	Performance Indicators
Year Three: 10/1/2023-9/30/2024	
3.1 By 9/30/24, increase one-year retention rates of ESL students by 3% over 2022-23 baseline of 52%.	55% of the 2022-23 ESL cohort is retained.
3.2 By 9/30/24, increase three-year graduation rate for ESL students by 2% over fall 2016 baseline of 3.1%	5.1% of 2020-21 ESL cohort will graduate within three years.
3.3 By 9/30/24, offer sufficient course sections that includes a 6-credit ESL course, with a 3-credit co-requisite placement in College Student Success.	Enroll 100% of all incoming low beginning ESL students in College Student Success that includes a 6 credit co-requisite ESL course.
3.4 By 9/30/24 provide enhanced proactive and intrusive advising and tutoring model for ESL students.	100% of all ESL students will be assigned an academic coach and/or peer mentor through the ESL Resource Center.
3.5 By 9/30/24, increase the number of ESL students using learning assistance and student support systems offered through the ESL Resource Center on a weekly basis by 10% annually.	Establish student weekly utilization baseline in 2022-23, and increase by 10%
3.6 Identify and select 20% of faculty and staff for cohort #3 professional development training that address diversity, equity, inclusion, and best practices for supporting English Language Learners in a supportive learning environment.	20% of faculty and staff will participate in majority of professional development activities.

Year Four: 10/1/2024-9/30/2025

4.1 By 9/30/24, increase one-year retention rates of ESL students by 3% over 2022-23 baseline of 55%.	58% of the 2023-24 ESL cohort is retained.
4.2 By 9/30/24, increase three-year graduation rate for ESL students by 2% over fall 2020 projected baseline of 5.1%	7.1% of 2021-22 ESL cohort will graduate within three years.
4.3 By 9/30/24, offer sufficient course sections that includes a 6-credit ESL course, with a 3-credit co-requisite placement in College Student Success.	Enroll 100% of all incoming low beginning ESL students in College Student Success that includes a 6 credit co-requisite ESL course.
4.4 By 9/30/24 provide enhanced proactive and intrusive advising and tutoring model for ESL students.	100% of all ESL students will be assigned an academic coach and/or peer mentor through the ESL Resource Center.
4.5 By 9/30/24, increase the number of ESL students using learning assistance and student support systems offered through the ESL Resource Center on a weekly basis by 10% annually.	Establish student weekly utilization baseline in 2022-23, and increase by 10%
4.6 Identify and select 20% of faculty and staff for cohort #4 professional development training that address diversity, equity, inclusion, and best practices for supporting English Language Learners in a supportive learning environment.	20% of faculty and staff will participate in majority of professional development activities.

Year Five: 10/1/2025-9/30/2026

5.1 By 9/30/25, increase one-year retention rates of ESL students by 3% over 2023-24 baseline of 58%.	61% of the 2024-25 ESL cohort is retained.
5.2 By 9/30/24, increase three-year graduation rate for ESL students by 2% over fall 2021 projected baseline of 7.1%	10.1% of 2022-23 ESL cohort will graduate within three years.
5.3 By 9/30/25, offer sufficient course sections that includes a 6-credit ESL course, with a 3-credit co-requisite placement in College Student Success.	Enroll 100% of all incoming low beginning ESL students in College Student Success that includes a 6 credit co-requisite ESL course.
5.4 By 9/30/25 provide enhanced proactive and intrusive advising and tutoring model for ESL students.	100% of all ESL students will be assigned an academic coach and/or peer mentor through the ESL Resource Center.

5.5 By 9/30/25, increase the number of ESL students using learning assistance and student support systems offered through the ESL Resource Center on a weekly basis by 10% annually.	Establish student weekly utilization baseline in 2023-24, and increase by 10%
5.6 Identify and select 20% of faculty and staff for cohort #5 professional development training that address diversity, equity, inclusion, and best practices for supporting English Language Learners in a supportive learning environment.	20% of faculty and staff will participate in majority of professional development activities.

Appendix D

**Title V Year 3 External Evaluation Report
Scope of Work Proposal**

Hudson County Community College is in need of holistic, comprehensive, cumulative summative and formative evaluation of data that answers the question “How do we develop students whose first language is not English to have high level of academic skills and competence in the English language? The evaluation should guide the College’s leadership in making decisions about curriculum and teaching, especially at the beginning levels of English as a Second Language and the help identify areas where change is necessary. It should be scientific and analytical. Likewise, it should help us identify “milestones” both positive and negative that are relevant for reporting to the funder.

Possible Research Topics/Questions for Title V Grant Year 3 Report

Topic: Performance in Pathway Ways (persistence, pass) as it compares to historical Level 0 and Level 1.

Research Question: Is there is a significant difference in persistence and pass rates under the “old model” (pre-2020), the “COVID Era” (Fall 2020 – Fall 2022) and the “Pathways model” (Sp 2023 onwards)?

Topic: A Cohort to Cohort comparisons of Pathway 1 and 2 groups by semester as well as over time.

Research Question: What are pass and persistence rates and what are the demographics of the cohort? Where is there statistical significance?

Topic: A comparison of Pathways cohorts vs upper level (ESL 2,3,4) cohorts over a period of time.

Research Question: How are the rates of retention and persistence different for the Pathways cohorts and the upper-level students over the same period of time?

Topic: The relationship between Pathways and Skills for Success enrollment.

Research Question: Is there a significant difference in outcome (Pass v Fail) and/or retention/persistence rates between Pathways students who concurrently take Skills for Success vs those who don’t?

Topic: The relationship between pass and persistence rates in Pathways and all available demographic factors, especially age and ethnicity.

Research Question: How do pass and persistence rates in Pathways depend on demographic factors, especially age and ethnicity? Disaggregate Pathway pass and persistence by available demographic factors.

Topic: The relationship between pass and persistence rates in ESL Levels 2,3,4 and all available demographic factors, especially age and ethnicity.

Research Question: How do pass and persistence rates in ESL Levels 2, 3, and 4 depend on demographic factors, especially age and ethnicity? Disaggregate Pathway pass and persistence by available demographic factors.

Topic: Relationship that Rosetta Stone usage has on student outcomes and persistence.

Research Question: How does the amount of Rosetta Stone usage impact performance?

- What is the relationship between outcomes comparing ESL students who have used Rosetta Stone vs ESL students as a whole?
- Outcomes of Rosetta Stone classes vs non-Rosetta Stone classes

Topic: To disaggregate demographics of new students who place into Level 2 (or higher) vs Pathways levels

Research Question: How are the demographics of new students who place into Level 2 or higher different from those who place into Pathways level?

Topic: The relationship between successful participation in summer enrichment on outcome in the next level course.

Research Question: How do successful summer enrichment students perform in the next level vs students who didn't need to attend summer enrichment to pass the previous level?

Topic: The relationship between class size and outcome.

Research Question: Does class size impact pass rates at the two lowest levels?

Topic: The relationship between decrease of instructional time on success rate.

Research Question: Pathways direct language instruction time was reduced by 4 hours/week from the old model. How did this reduction impact pass rates?

Topic: The relationship between outcome in level 2 courses and Pathways model vs old model.

Research Question: What were the level 2 pass rates (skill specific) under the old model (pre-2020) vs. Level 2 pass rates under the Pathways model (sp 2023 onwards)?

PROPOSAL EVALUATION

A. **Submission of Proposals.** All proposals shall include an original and two copies.

B. **Evaluation Procedure and Criteria.** Hudson County Community College's appropriate staff will review proposals and make recommendations to the Board of Directors for final approval. The College Administration may request a meeting with some qualified Proposers before final selection. Proposals will be reviewed in accordance with the following criteria:

1. The proposed approach to the scope of work.
2. Level of experience of the individual(s) identified to work on this matter.
3. The Proposer's experience with similar clients and external evaluations
4. Cost.
5. Interviews, if conducted.

Ethics in Purchasing

Statement to Vendors

HUDSON COUNTY COMMUNITY COLLEGE RESPONSIBILITY

Recommendation of Purchases

It is the desire of the College to have all College employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

College officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon the quality of the items, service, price, delivery, and other applicable factors in full compliance with applicable law.

Solicitation/Receipt of Gifts – Prohibited

College officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the College or anyone proposing to do business with the College.

VENDOR RESPONSIBILITY

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Hudson County Community College shall neither pay, offer to pay, either directly or indirectly, any fee, other things of value, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the College or any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the College, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

VENDOR CERTIFICATION

Vendors or potential vendors will be asked to certify that no official or employee of Hudson County Community College or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the College.

Jeff Roberson, Jr.

Director of Contracts and Procurement

HUDSON COUNTY COMMUNITY COLLEGE

General Conditions and Specifications

1. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC SCHOOLS

Each company shall submit to the College, after notification of award, but prior to execution of a goods and services contract, one of the following three (3) documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; or
- The successful bidder (respondent) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for \$150.00 made payable to the Treasurer, State of NJ and forward a copy of the form and check/money order to the College. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: A completed and signed Affirmative Action Questionnaire is requested with submission of bid/proposal. However, the College will accept in lieu of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A.

All respondents are requested to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate or other required documents prior to the execution or award of contract may result in the rejection of the bid/proposal.

2. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

3. AMERICAN GOODS

The College intends to purchase, wherever available, and practical, goods and materials manufactured in the United States

4. ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1

N.J.S.A. 10:2-1. Anti-discrimination 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 public 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 of 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, on account of race, creed, color, 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 of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent Hudson County Community College 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.).

5. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44, the College is prohibited from entering into a contract with an entity unless the proposer has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Request of the College

All companies providing responses for this proposal are **requested to submit** with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The College reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of the contract may result in the rejection of the proposal.

During the course of contract performance:

- The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- The contractor shall maintain and submit to the College a list of subcontractors and their addresses that may be updated from time to time.

- The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall 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, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400.

Before final payment is made under the contract, the contractor shall submit to Hudson County Community College a complete and accurate list of all subcontractors used and their addresses.

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

6. OFFICE OF THE NEW JERSEY STATE COMPTROLLER – Records Access/Retention

Contractors/vendors doing business with the College are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

- **Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)**

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or Hudson County Community College shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or Hudson County Community College refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

- **Maintenance of 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). The contractor/vendor to whom a contract has been awarded 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.

- **College Requirement**

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.

7. DEBARMENT, SUSPENSION, OR DISQUALIFICATION – N.J.A.C. 17:19-1.1 et seq.

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). Pursuant to N.J.S.A. 52:32-44.1 (a), any person that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

The Hudson County Community College will verify the certification by consulting

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov/exclusion)

8. DOCUMENTS TO BE SUBMITTED

All participants in this quotation process must submit the following documents within the time required by law:

- Affirmative Action Evidence;
- Assurance of Compliance;
- Contractor Vendor Questionnaire/Certification;
- Statement of Ownership Disclosure
- Non-Collusion Affidavit
- Quotation Proposal Form
- Disclosure of Investment Activities in Iran
- Disclosure of Investment Activities in Russia and Belarus

9. 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.

10. INSURANCE AND INDEMNIFICATION

The vendor or contractor to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

- **Commercial General Liability** with a \$3,000,000 and \$5,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage and Products Liability.
- **Automobile Liability** with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Automobile liability insurance shall be included to cover any vehicle used by the insured.

- **Cyber Security and Privacy Liability** with a \$1,000,000 per occurrence or claim.

Other Insurance Coverage

\$ 100,000	Pollution Cleanup
\$ 50,000	Fire Damage
\$ 5,000	Medical Expense
\$4,000,000	Excess Umbrella Liability
\$1,000,000	Sexual Harassment, Abuse or Molestation

Insurance Certificate – When Required

The vendor/contractor must present to the College an insurance certificate in the above types and amounts before any work or service begins. The certificate holder shall be as follows:

HUDSON COUNTY COMMUNITY COLLEGE
 c/o Director of Contracts and Procurement
 26 Journal Square, 14th Floor
 Jersey City, New Jersey 07306

Additional Insured Claim – The policies shall be endorsed to name Hudson County Community College as an Additional Insured. The vendor/contractor shall include the following clause on the insurance certificate.

“HUDSON COUNTY COMMUNITY COLLEGE is named as an additional insured”

WORKERS COMPENSATION Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States must be available for perusal. The minimum limits are the following unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee
Contract Liability	Same as General Liability

Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the College and its agents, representatives, employees, trustees, and members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney’s fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable. This indemnification obligation is not limited by but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

11. INSURANCE; PROFESSIONAL LIABILITY – X Required Not Required

Including the Commercial Liability, Automobile Liability, Sexual Harassment, Abuse or Molestation coverage, the successful respondent to whom the contract is awarded shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

Professional Liability Insurance Certificate with the following limits:

\$1,000,000 Errors & Omissions Insurance or Professional Liability
\$3,000,000 Aggregate

Other insurance coverage required when providing medical services:

Medical Malpractice--\$1,000,000

The successful respondent shall provide to the College an insurance certificate with the name as to the certificate holder shall be as follows:

HUDSON COUNTY COMMUNITY COLLEGE
c/o The Purchasing Department
26 Journal Square, 14th Floor
Jersey City, New Jersey 07306

12. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES-

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or **proposal** or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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 party.

If the College determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the College shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, proposers 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 on the lower portion of the enclosed form.

The College has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the College, to complete, sign and submit with the proposal.

The Disclosure of Investment Activities in Iran Form is to be completed, certified and submitted prior to the award of the contract.

13. NON-COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the proposal. The respondent has to certify that they have not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential proposers, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named bid and that all statements contained in the 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 bid.

The respondent has to 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 the respondent.

The College has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response.

Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.

14. 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.

15. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Hudson County Community College receives the appropriate documentation including but not limited to:

- Signed voucher by the vendor
- Packing slips, and
- Invoices and

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the College unless otherwise agreed to by written contract or mandated by State Law. The College may, at its discretion make partial payments. All payments are subject to approval by the College at a public meeting. Payment may be delayed from time to time depending on the College's meeting schedule.

16. QUOTATION PROPOSAL FORM

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

The Quotation Proposal Form must be duly signed by the authorized representative of the company. If the Quotation Proposal Form contains more than one sheet, the contractors are requested to affix the company name and address on each additional sheet. 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 quotation on which there is any alteration or departure from the quotation specifications. Contractors are not to make any changes to the Quotation Proposal Form. If contractors do make changes to the quotation proposal form it will be cause to disqualify that particular quotation. The College will not accept more than one quotation per item.

17. 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

18. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)

Statement of Ownership

No business organization, regardless of the form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization proposers shall submit a statement setting forth the names and addresses of all persons and entities that own ten (10%) percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document may result in the rejection of the proposal.**

19. 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 day as a penalty, for each day a prime contractor uses a subcontractor without first receiving written permission from the appropriate official of the College.

20. TAXES; CONTRACTOR'S USE OF COLLEGE'S TAX-EXEMPT STATUS

As a New Jersey governmental entity, the College is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Proposers should note that they are expected to comply with the provisions of the said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Hudson County Community College. Contractors may not use the College's tax identification number to purchase supplies, materials, services or equipment, for this project.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Hudson County Community College. All contractors are referred to the New Jersey Division of Taxation—**Tax Bulletin S&U-3** for guidance. Again, contractors are not permitted to use the College's tax identification number to purchase supplies, materials, services or equipment.

21. 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.

22. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the College shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.

*Forms provided by the College that must be returned with proposal.

- Acknowledgment of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Non-Collusion Affidavit
- Proposal Form
- Statement of Ownership Disclosure

23. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The respondent, by submitting a proposal, acknowledges that he has carefully examined the proposal 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 respondent submitting a proposal for a service contract shall include in his proposal 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 proposal specifications and documents.

24. 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.

Respondent 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/respondents should consult the statutes or legal counsel for further information.

25. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with the College to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

26. GENERAL CONDITIONS

- **Authorization to Proceed -- Successful Vendor/Contractor**

No service shall be rendered by the successful contractor unless the vendor/contractor receives an approved purchase order authorizing the vendor/contractor to render the service.

- **Award of Contract**

It is the intention of the College to award the contract to the respondent(s) whose response is the most advantageous to the College, price and other factors considered, and who will provide the highest quality service at fair and competitive prices. The College reserves the right to award contracts to multiple contractors when it is in the best interests of the College. The College also reserves the right to conduct interviews with any proposer.

- **Return of Contract Documents—when required**

Upon notification of award of contract by the College, the contractor may be required to sign and execute a formal contract with the College that will incorporate the terms and conditions of this RFP.

- **Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)**

If a formal contract is not required by the College, an approved and signed College Purchase Order will constitute a contractual agreement.

When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/College Secretary. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of the award by the College with any financial security becoming the property of the College. The Contract shall incorporate the terms and conditions of this RFP. The College reserves the right to accept the proposal of the next lowest responsible respondent.

- **Term of Contract**

The successful respondent, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

- **Purchase Order Required; Notice to Proceed**

No contractor or vendor shall commence any project or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

- The College reserves the right to waive any informalities in any proposal as may be permitted by law.
- In addition to the other indemnification provisions set forth herein, the successful proposer should also be prepared to indemnify the College for intellectual property infringement and similar claims (including those set forth in item 27, below).
- The College may rank higher any proposal that does not limit the types and amounts of damages available to the College.
- The contract between the College and the Successful Proposer 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 Proposer arising out of, or relating to this RFP, the contract between the College and the Successful Proposer, 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 Proposer to attorney's fees, collection costs, or other related costs or fees. The College will consider contract provisions that include a penalty (not to exceed 1% per month) for failure to timely pay undisputed fees.
- The contract between the College and the Successful Proposer shall include a provision to allow the College to dispute any fees charged by the Successful Proposer.
- Proposers 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.
- Proposers are advised that HCCC cannot agree to any contract term that involves an automatic renewal or extension. Any contract entered into as a result of this RFP shall expire upon the end of its term.
- Proposers 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.

27. LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the College, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

28. PRESENTATION AND INTERVIEWS—Negotiations Not Permitted

The College may at its option, require providers of its choice to attend interviews and make presentations to College officials. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation.

29. 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.

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.

30. WITHDRAWAL OF PROPOSALS

- **Before The Proposal Opening**

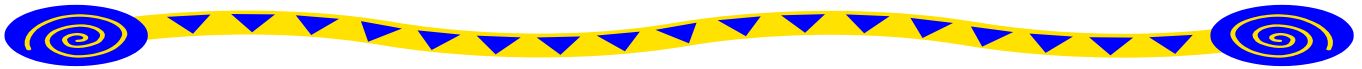
The School Business Administrator may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator before the advertised time of the proposal opening. Any respondent who has been granted permission by the School Business Administrator to have his/her proposal withdrawn cannot re-submit a proposal for the same advertised proposal project. That respondent shall also be disqualified from future proposals on the same project if the project is re-advertised.

- **After The Proposal Opening**

The College may consider a written request from a respondent to withdraw a proposal, if the written request is received by the School Business Administrator within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a proposal must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

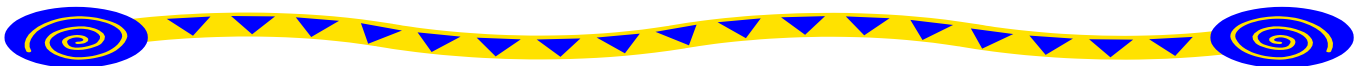
The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator, the Director of Facilities, other interested administrators' and the Architect of Record for the project (if necessary) and/or the College Attorney and a recommendation will be made to the College. If the College grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become the property of the College.



Request for Proposal RFP

PROPOSAL DOCUMENTS REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the proposal package. Failure to submit the proposal documents and other documents so specified may be cause to reject the proposal for being non-responsive (N.J.S.A. 18A:18A-2(y)).



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://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

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

<input type="checkbox"/>	<i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i>
--------------------------	---

IF UNABLE TO CERTIFY

<input type="checkbox"/>	<i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i>
--------------------------	---

Part 2: Additional Information

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION/PROPOSAL TITLE _____
VENDOR/BIDDER NAME _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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 party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
 Relationship to Vendor/ Bidder _____
 Description of Activities _____

 Duration of Engagement _____
 Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Version REV. 2.1 2021

This form is to be completed, certified and submitted prior to the award of contract.

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>
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

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(Revised: January, 2016)

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disability

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

The contractor and the College (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company History and Vendor Qualifications

Vendors should provide company history information and supplier qualifications with the proposed software. Please provide, at minimum, the following information:

1. Company history
2. Demonstrated commitment to Higher Education
3. Financial Stability
4. Experience of staff that will help with long-term success
5. Awards, recognitions, etc.

Pricing Proposal Form

The following must be completed and returned with the proposal:

PROPOSAL FORM

HUDSON COUNTY COMMUNITY COLLEGE

26 Journal Square, 14th Floor, Jersey City, New Jersey 07360

RFQ No.

Title:

Due Date

08-12-24 EES

External Evaluator

August 23, 2024

Pursuant to public advertisement, we the undersigned hereby declare that we have carefully examined the attached proposal, specifications and instructions.

The undersigned does hereby agree to furnish, deliver, and install, as applicable, at Hudson County Community College the product(s) and/or service(s) described in the attached specifications for the price indicated below. Prices for individual items, where appropriate, are indicated on the attached sheets. The total bid amount is listed below. The College may award contracts for individual items, or the entire group. All items are to be shipped Prepaid F.O.B. Destination, with inside delivery if applicable.

Hourly Rate Year #3 \$ _____ Estimated # of Hours 300 _____

Lump Sum Total Year #3 _____

Written Dollar Amount

Hourly Rate Year #4 \$ _____ Estimated # of Hours 300 _____

Lump Sum Total Year #4 _____

Written Dollar Amount

Optional

Hourly Rate Year #5 \$ _____ Estimated # of Hours 300 _____

Optional Year #5

Lump Sum Total Year #5 _____

Written Dollar Amount

The Bidder hereby certifies that all the figures, computations and additions used in compiling the bid herein have been carefully checked and are accurate in all respects and no claims shall be made as a basis for withdrawal of this bid after opening on these grounds.

The Bidder also certifies, by signature below, that he is an authorized dealer or distributor of the quoted products, and documentation from the applicable manufacturer(s) is available on request.

Dated this _____ day of _____ 20_____.

Name of Bidder

Print Name and Title

Address of Bidder

By (Signature)

Telephone No.

Check List

Proposal Form

Non-Collusion Affidavit

Statement of Ownership

Equal Opportunity Statement

Business Registration Form/Certificate

Investment Disclosure form

Specification Price Sheet (if required)

References

For this evaluation, vendors should provide evidence of customer satisfaction, including:

1. Three customers using the proposed service(s) in a like institution (two year, public)
2. How many Higher Education customers are using your services?