



# Request for Proposals

**RFP No: 12-3-24 MSS**

**Title – Management of Security Services**

Proposal Due Date:

December 20, 2024

Proposal Time

11:00 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:

**Title of Services- Management of Security Services**

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, 14<sup>th</sup> Floor  
Jersey City, New Jersey 07306

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

Title: **Management of Security Services**

Proposal No. 12-3-24  
Name and Address of the Respondent  
Attention: Jeff Roberson, Jr.  
Director of Contracts and Procurement  
26 Journal Square, 14<sup>th</sup> Floor  
Jersey City, New Jersey 07306

Due Date: **12-20-24**  
Due Time: **11:00 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**

# 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](http://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](http://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, 14<sup>th</sup> 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, 14<sup>th</sup> Floor  
Jersey City, New Jersey 07306

**12. COMBINED IRAN/RUSSIA BELARUS DISCLOSURE FORM-**

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.

Persons or entities included on Treasury's Russia-Belarus list cannot enter into or renew a contract for the provision of goods and services with a State agency, State college or university, a contracting unit as defined in the Local Public Contracts Law, a board of education as defined in the Public School Contracts Law (including charter schools), or a county college as defined in the County College Contracts Law. When discussed together, government entities subject to the Local Public Contracts Law, Public School Contracts Law, or County College Contracts Law are herein referenced collectively as "contracting units".

Before any contract greater than \$1,000 for goods or services is awarded, renewed, amended, or extended, a contracting unit shall 1) require a vendor or contractor to certify that the vendor or contractor is not identified on Treasury's Russia-Belarus list, and 2) review the Russia-Belarus list to determine whether the vendor or contractor appears on the list.

The certification required shall be executed on behalf of the applicable person by an authorized officer or representative of the vendor or contractor. If a person is unable to make the certification required because the person, parent entity, subsidiary, or affiliate has engaged in prohibited activity in Russia or Belarus, the person shall, prior to the contracting unit's deadline for delivery of such certification, provide to the contracting unit a detailed and precise description of such activities, with such description to be provided under penalty of perjury. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. The required certification or disclosures shall be made available to the public (e.g., by OPRA request). A vendor or contractor is not required to provide the certification with its bid or proposal.

The College has provided within the specifications, a combined 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 Combined 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.

#### **Additional Provisions**

- 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.



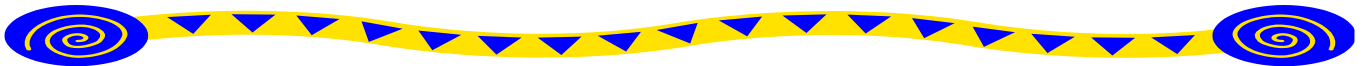
# Request for Proposal

## 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)).



**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.

<b>ADDENDA NO.</b>	<b>ISSUING DATES</b>
_____	_____
_____	_____
_____	_____
_____	_____

**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 \_\_\_\_\_

**HUDSON COUNTY COMMUNITY COLLEGE**

**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**

<b>Prohibited Russia-Belarus Activities &amp; Iran Investment Activities</b>	
<b>Person or Entity</b>	
<b>Part 1: Certification</b>	
<b>COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW</b>	
<p>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:</p> <p><a href="https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf">https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf</a>  <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a></p> <p>As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.</p> <p>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.</p> <p>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.</p>	
<b>CONTRACT AWARDS AND RENEWALS</b>	
<input type="checkbox"/>	<p><i>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.)</i></p>
<b>CONTRACT AMENDMENTS AND EXTENSIONS</b>	
<input type="checkbox"/>	<p><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></p>
<b>IF UNABLE TO CERTIFY</b>	
<input type="checkbox"/>	<p><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></p>
<b>Part 2: Additional Information</b>	
<p><b><u>PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.</u></b></p> <p>You 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 in the space below and, if needed, on additional sheets provided by you.</p>	

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the Hudson County Community College is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Hudson County Community College to notify the Hudson County Community College in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Hudson County Community College and that the Hudson County Community College at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

**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.

**Cost Executive Summary**

Vendors should include a brief business summary of the proposed solution that reflects their understanding of Hudson County Community College's needs and expected outcomes and how the vendor's solution will satisfy those needs and measure success.

Vendors should include the overall approach to the management of the project, how well the proposed solution meets the key requirements provided in this RFP, and what long-term commitment the vendor will make to Hudson County Community College's success.

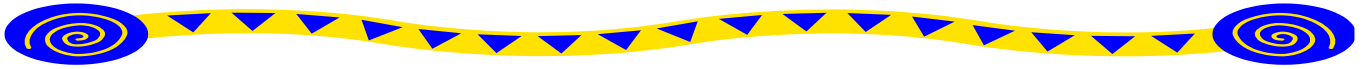
This section should be no more than three (3) pages in length.

The services should be offered for a fixed annual cost, and should not have a pre-defined scope.

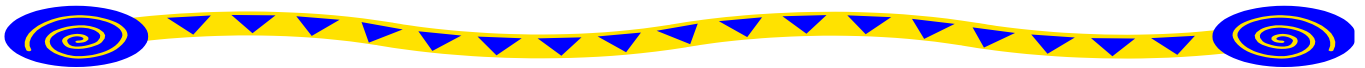
**Proposal Evaluation**

Hudson County Community College's objective through this Request for Proposal is to ensure the selection of the most effective solution that best meets the needs of Hudson County Community College and provides for future expansion. Proposals will be evaluated based on the following criteria: Suggestions of information to request (but are not limited to and in no particular order) are as follows:

1. Vendor Reliability: Evaluation of the vendor's experience with comparable institutions, long-term growth, and dedication to quality and customer satisfaction.
2. Commitment to Higher Education: Evaluation of the vendor's commitment to the higher education marketplace, including the vendor's customer retention rate.
3. Vendor Stability: Evaluation of the vendor's long-term stability.



# TECHNICAL SPECIFICATIONS



**GENERAL**

The purpose of this Request for Proposals (RFP) is to obtain the services of an experienced and responsible contractor to manage and provide Security and Transportation (Shuttle Van, Jeep, etc.) Services for Hudson County Community College (HCCC or College) and its locations are listed herein. The Contractor shall furnish all necessary management, labor, supervision, equipment, materials, and supplies for prompt and efficient performance.

For this Contract, Hudson County College locations are comprised of buildings and their immediate exterior vicinity, including parking lots, private and public sidewalk areas, and off-campus locations for special events. These are the locations to be patrolled. The building locations are as follows:

**JOURNAL SQUARE (JERSEY CITY, N.J.)**

**BUILDINGS**

70 SIP AVENUE

71 SIP AVENUE

81 SIP AVENUE

2 ENOS PLACE

20 ENOS PLACE (Student Success Center, Coming  
Soon)

119 NEWKIRK PARKING LOT

161 NEWKIRK ST

162/168 SIP AVENUE

162 SIP AVE. PARKING LOT

870 BERGEN AVENUE

263 ACADEMY STREET

**NORTH HUDSON HIGHER EDUCATION CENTER (UNION CITY, N.J.)**

**BUILDINGS**

4800 KENNEDY BLVD. WEST

**SPECIAL EVENTS:**

COMMENCEMENT

REGISTRATION

SPECIAL EVENTS

BOOKSTORE

STUDENTS' I.D.

SYSTEM

# HUDSON COUNTY COMMUNITY COLLEGE

## **HOLIDAYS**

Except where otherwise specified, the following holidays will be observed at the College. Where specified, holidays shall mean and include the following:

New Year's Day	Labor Day
Martin Luther King's Day	Veterans' Day
Presidents Weekend	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve Day
Good Friday	Christmas Day
Eid al-Fitr	
Diwali	

One week between Christmas and New Year's Day and such other or different days may be declared holidays by the Board of Trustees or the President of Hudson County Community College.

*Note: Security Service on a reduced scale will be required on the above holidays.*

### **SHIFT HOURS**

For this agreement, the official workweek extends from 12:01 am Monday morning to Midnight on Sunday. The normal shift hours will be 7:00 am to 3:00 pm, 3:00 pm to 11:00 pm, and from 11:00pm to 7:00 am with various changes directed by the HCCC Executive Director of Security or designee. Each 8-hour shift will include a ½ hour meal break that must be covered to provide a Security Officer's continuous presence on post at no cost to the College. A meal break shall be granted if a Security Officer works at least 5 ½ hours on a shift.

The maximum tour length for any officer shall not exceed 16 hours in any 24 hours periods. This includes hours spent on any other contract. During instances of forced overtime, officers shall continue to conduct all required duties until properly relieved. Security Officers shall be provided an off-duty rest period of no less than 8 hours between shifts. Overtime shall not be permitted without the prior written authorization from HCCC, and contractor hereby waives any claim for overtime for which prior written authorization was not obtained.

The College shall have the right at any time, in its sole discretion, to increase or decrease the hours of coverage herein described or to delete areas or parts of areas which are so described. The contract sum shall be increased or decreased accordingly. The College shall only pay for services actually provided by the contractor. There shall be no limit to hours of coverage or buildings of coverage that can be added and deleted.

From time to time, there may be deletions on a temporary or permanent basis due to unforeseen events due to renovation construction, holidays, class, semester recess, vacancy, or other operations, etc. Such deletions shall be subtracted from the total hours covered by the Contract. Payments hereunder shall be adjusted to reflect such additions or deletions utilizing unit prices as set forth in the Contractor's proposal.

## UNION JURISDICTION

All prospective Proposers are advised to ascertain whether any union now represented or not represented at the College will claim jurisdiction over any aspect of the operations to be performed thereunder. Notwithstanding same, proposers are advised that at a minimum, they shall be required to pay not less than the wages paid to union members in Hudson County, New Jersey who perform similar work. Current union wage rates are below. Failure to pay the union wage rate shall serve as grounds to reject a proposal and to terminate the contract of the successful proposer.

<b>NJ Security CBA Wages &amp; Benefit Fund Costs for Zone 1 Higher Education 2022 - 2025</b>			
<b>Wage &amp; Benefits - CBA Rates</b>			
Date	Minimum CBA Wage	Overscale Wage Increase	CBA Health Benefits per month*
1/1/2022	\$13.75		\$634.00
7/1/2022	\$14.50	\$0.60	\$634.00
1/1/2023	\$14.50		\$668.00
7/1/2023	\$15.40	\$0.60	\$668.00
1/1/2024	\$15.40		\$703.00
4/1/2024	\$16.00	\$0.60	\$703.00
1/1/2025	\$16.00		\$745.00
4/1/2025	\$17.00	\$0.65	\$745.00

<b>Wage &amp; Benefits - Minimum Hourly Rates**</b>			
Date	Minimum CBA Wage	CBA Health Benefits*	Total Hourly
1/1/2022	\$13.75	\$3.66	\$17.41
7/1/2022	\$14.50	\$3.66	\$18.16
1/1/2023	\$14.50	\$3.85	\$18.35
7/1/2023	\$15.40	\$3.85	\$19.25
1/1/2024	\$15.40	\$4.06	\$19.46
4/1/2024	\$16.00	\$4.06	\$20.06
1/1/2025	\$16.00	\$4.30	\$20.30
4/1/2025	\$17.00	\$4.30	\$21.30

<b>Vacation***</b>	
Tenure	Vacation Allowance
1st Year Anniversary Date	5 days (up to 40 hours)
3rd Year Anniversary Date	10 days (up to 80 hours)
8th Year Anniversary Date	15 days (up to 120 hours)
20th Year Anniversary Date	20 days (up to 160 hours)
25th Year Anniversary Date	25 days (up to 200 hours)
<b>Holidays (10 days)****</b>	
January 1st	
MLK Day	Paid Holiday
President's Day	
Memorial Day	
Juneteenth	
July 4th	
Labor Day	
Veteren's Day	Effective 2023
Thanksgiving Day	
Christmas	Paid Holiday, Effective 2023

**Sick Leave\*\*\*\*\***

40 hours Paid Time Off

\* Employees working 30 hours per week or more are eligible for the health fund.

\*\* Hourly rates assume FT workers with 40 hours per week and 52 weeks per year.

\*\*\*Employees who work 30 or more hours per week during the academic year (exclusive of winter and spring break) shall receive vacation with pay in accordance with the Zone 1 Agreement.

\*\*\*\*All employees regularly scheduled to work on paid holidays, but who do not work due to their worksite being closed, will be paid 8 hours regular straight time pay. All other holidays are paid time and a half if worked.

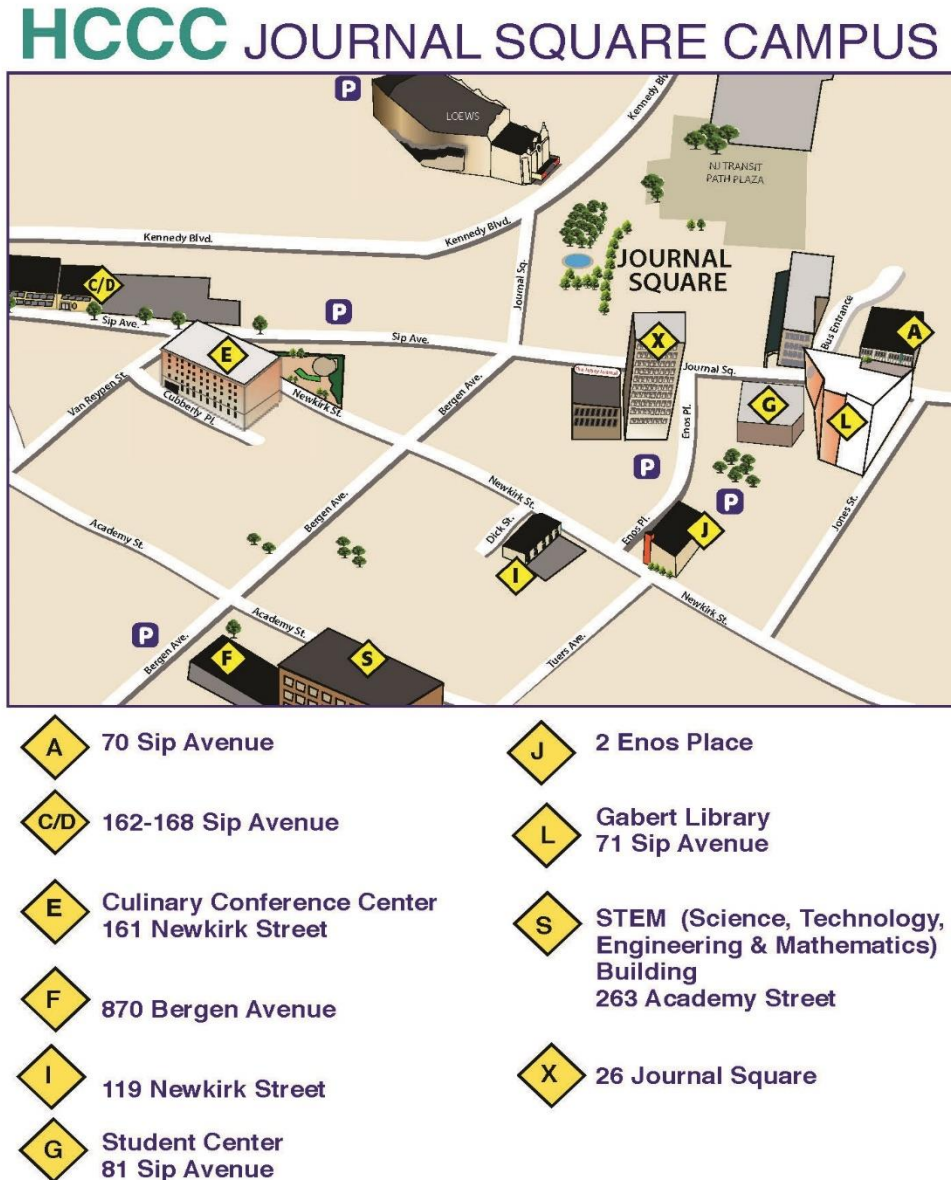
\*\*\*\*\*Sick leave is separate and in addition to vacation.

## LOCATION OF WORK

Hudson County Community College is currently located in the buildings named below in Jersey City and Union City, County of Hudson, State of New Jersey. Notwithstanding, the scope of work also covers other unspecified locations that the College may occupy or use during the contract term and extensions thereto.

## HUDSON COUNTY COMMUNITY COLLEGE BUILDING CHARACTERISTICS

### (I) JERSEY CITY



**A** **70 Sip Avenue**  
 Academic Affairs  
 Bursar  
 Career Development  
 Center for Academic & Student Success  
 Conference/Workshop Rooms  
 College Foundation  
 Disability Support Services  
 Enrollment Services  
 (Admissions/Registrar)  
 Faculty & Staff Professional  
 Development Office  
 Financial Aid  
 Help Desk  
 Human Resources  
 Mary T. Norton Board Room  
 Office of Information Technology  
 Office of the President  
 Office of Student Affairs  
 Student Activities Office

**C/D** **162-168 Sip Avenue**  
 Campus Store  
 Classrooms  
 Communications  
 Customer Service/Mailroom  
 Facilities Department  
 Grants  
 Institutional Research & Planning  
 Student Government Association

**E** **Culinary Conference Center**  
**161 Newkirk Street**  
 Business, Culinary Arts & Hospitality  
 Management Division  
 Center for Business & Industry  
 Classrooms  
 Continuing Education  
 & Workforce Development  
 Conference/Workshop Rooms  
 Evening/Weekend/Off-Campus Services  
 Follett Room  
 Johnston Room  
 Scott Ring Room  
 The Robert L. Clare Reading Room

**F** **870 Bergen Avenue**  
 Classrooms  
 Computer Labs  
 LPN Lab  
 MDA Lab  
 Nursing & Health Sciences Division  
 Radiography Lab

**I** **119 Newkirk Street**  
 English & ESL Division

**J** **2 Enos Place**  
 Classrooms  
 Computer Labs  
 Educational Opportunity Fund (EOF)  
 LEAP Program  
 Student Lounge  
 Writing Center

**L** **Gabert Library**  
**71 Sip Avenue**  
 Abigail Douglas-Johnson (ADJ)  
 Academic Support Services  
 Alfred E. Zampella Lecture Hall  
 Benjamin J. Dineen, III -  
 Dennis C. Hull Gallery  
 Center for Online Learning (COL)  
 Classrooms  
 Computer Lab  
 Cultural Affairs Office  
 Dean of Instruction  
 Division of Academic Development  
 & Support Services  
 Early Childhood Education  
 Lab/ Classroom  
 Humanities & Social Sciences Division  
 Honors Program  
 Liberty Café  
 Library  
 Security  
 Studio Arts Classrooms/Lab  
 Testing Center  
 Thomas J. Fleming Community  
 Education Classrooms

**S** **STEM (Science, Technology,  
 Engineering & Mathematics)  
 Building**  
**263 Academy Street**  
 Academic Foundations -Math  
 Classrooms  
 Computer Labs  
 Science Labs  
 STEM Division  
 Student Lounge  
 The Mark Gromaner Room

**X** **26 Journal Square**  
 Administrative Offices

## (II) UNION CITY

# HCCC NORTH HUDSON CAMPUS



4800 Kennedy Blvd., Union City, NJ



4800 Kennedy Blvd.  
Union City, NJ

### 1st Floor

Bookstore  
HCCC Enrollment Center

- Bursar's Office
- Enrollment Services
- Financial Assistance
- Testing & Assessment
- Academic Advisement
- Continuing Education Office

### 2nd Floor

Open-Access Computer Lab  
Outdoor Courtyard  
Office of Student Activities  
Student Lounge  
Multipurpose Room

### 3rd Floor

Bridge/Walkway to Light Rail Station  
ITS Help Desk  
Library  
Computer Lab  
Mac Lab

### 4th Floor

Language Labs (3)  
General Classrooms (7)  
Seminar Room

### 5th Floor

Biology Lab and Chemistry Lab  
Computer Lab  
Film & Music Studies Room  
General Classrooms (6)

### 6th Floor

County of Hudson One-Stop Center  
(Only Accessible by 48th Street Entrance)

### 7th Floor

Administrative Offices

- Office of the Executive Director of the North Hudson Campus
- Faculty Offices
- Mail Room/Copy Center
- Conference Rooms
- Outdoor Terrace
- Classrooms (2)
- Tutorial Services

## II. SECURITY SERVICES

### **1. SECURITY SERVICES REQUIRED**

The Contractor shall provide uniformed, unarmed Security service as required to protect persons and property against injury, theft, pilferage, malicious mischief destruction, and to respond to emergencies-fire, bomb threat, medical, etc., at Hudson County Community College.

Hudson County Community College is a 2-year college with approximately 9,000 students and 450 faculty and staff. The Contractor's responsibilities shall include but are not limited to the following:

- (i) Protect the college building, grounds, parking areas, and facilities.
- (ii) Guard against unauthorized and unlawful entry upon or use of the grounds, parking lots, and buildings.
- (iii) Guard against loitering, theft, vandalism, and all types of suspicious, wrongful, or unlawful acts.
- (iv) Monitor parking areas to prevent unauthorized vehicles from parking on college grounds and take steps necessary for their removal.
- (v) Direct traffic mainly on contiguous streets and college grounds in emergencies or special events.
- (vi) Provide general information and direction concerning the College's facilities and functions.
- (vii) Monitor and operate CCTV VSS (Video Surveillance System) and other job-related electronic devices.
- (viii) Responsible for the issue of college CWID (Campus Wide identification cards), including computerization of information.
- (ix) Perform various Security escort services.
- (x) Guard and protect persons lawfully on the college premises, including grounds and parking lots.
- (xi) Drive College vehicles on official College business.
- (xii) Conduct recorded guard-documented Security tours of all buildings.

- (xiii) Provide Shuttle Services Monday Through Friday in the Spring and Fall Semesters only, Two shifts and two drivers for each shift. A total of 4 drivers are needed for each campus. The shift hours are: 1<sup>st</sup> shift- 0700- 1500, 2<sup>nd</sup> shift - 1500 -2300.

## **2. COLLEGE ACCEPTANCE, DRUG SCREENING, AND CRIMINAL BACKGROUND CHECKS**

- A. Each potential College Security Officer must be sent to the College's Executive Director of Security or duly appointed designee for an acceptance interview before assignment to the College. The Executive Director of Security or duly appointed designee is empowered to reject or accept a potential assignee without stating a reason.
- B. The Contractor must ensure that all contracted personnel who are assigned as college Security are accepted by the Executive Director of Security or duly appointed designee.
  - (i) All potential Security candidates will be drug screened before the assignment, and a copy of the laboratory results must be sent to the Executive Director of Security or designee before appointment to the College.
  - (ii) The Contractor shall ensure that all Security Officers (and anyone providing services at the College) be fully vaccinated against COVID-19 according to CDC guidelines before performing any services at the College. Evidence of full vaccination shall be provided for each Security guard (or other individual) providing services at the College. Providing Security guards (or other employees) who are not fully vaccinated shall constitute a breach of contract for which the College may immediately terminate the contract upon written notice to the Contractor. HCCC reserves the right to enforce or waive this requirement as needed.
  - (iii) The Contractor shall ensure that all Security Officers assigned to HCCC are in full compliance with the New Jersey S.O.R.A. Act and in possession of an S.O.R.A. license before being assigned to HCCC. A copy of said license must be provided to the Executive Director of Security or duly appointed designee before assignment.
  - (iv) Must provide a copy of each of the following: G.E.D./High School Diploma, driver's license. Shuttle drivers must possess a valid NJ driver's license with a minimum of one year of experience driving a 15-passenger van with no major motor vehicle violations (DWI, reckless driving, speeding over 20 mph, etc.) within the last 3 years during the contract term. (Shuttle drivers and vehicle patrol only),
  - (v) The Contractor shall ensure that all Security Officers assigned to

HCCC have completed a Security Officer Basic Course Training Program, including report writing, emergency situations, fire safety, bomb threats, parking and enforcement, the Role of Security, or other educational certification. Certification must be provided to the college Executive Director of Security or duly appointed designee before assignment. The Executive Director of Security or duly appointed designee is hereby empowered to waive these requests to meet the needs of the Security Department.

- (vi) The Contractor shall ensure that all Security Officers assigned to HCCC have been fully outfitted with the uniform requirements as stated in the Contract. The style quality and quantity will be checked and inspected by the Executive Director of Security or duly appointed designee before assignment. Any officer sent to the College without the required inventory issued to them will be disqualified from working at the College until uniforms can be rectified.
- (vii) If a posted officer is deemed unacceptable to represent HCCC at any time, the Security Officer Provider will supply a suitable replacement within 4 hours of notification.

C. Any expenses involved in meeting the requirements stated hereinabove are to be completed by the Contractor and are not billable to the College. It is expected that the Contractor will obtain the necessary written authorizations from potential college Security to submit the information requested by the College and fully indemnify the College from all claims, costs, penalties, suits, etc., arising from such submission.

### **3 UNIFORMS**

The Contractor shall provide uniforms to each officer assigned to the College (At no cost to the officer) as follows:

- **One** parka (winter) - ¾ length, insulated with hood and company badge (word-Security in bold letters on the back)
- **One** hat (winter) - standard uniform with badge (trooper type insulated with earflaps)
- **One** plastic raincoat with hood- (**word-Security** in bold letters on the back)
- **One navy blue sweater** (winter with badges)
- **Six** pairs of fitted pants once a year (Navy Blue w/ light blue stripe) for Officers, Supervisors, Dispatchers, and Captains (Navy Blue w/ gold Stripe).
- **Twelve** Shirts (**6** Summer Short Sleeve & **6** Winter Long Sleeve), fitted with a badge. White for Supervisors, Culinary, and 70 Sip Avenue posts. light Blue for Security Officers.
- **Two** ties - Black or navy blue
- **One** name tag with name engraved on bright silver metal (Gold for Supervisors and Captain)
- Two Sets – Collar Rank Pins (including but not limited to: Capt. Bars, Lt. Bars, Sergeant Chevrons, & S.O. pins)
- **One** cap summer/ lightweight with badge
- **One** photo I.D. with company name, Sec. Officer's name & employee ID #
- **One** silver-plated whistle (gold for Captain and supervisors)
- **Two** black belts
- **Two** pairs of black leather shoes to be issued yearly
- **One** pair of winter Insulated Waterproof boots to be issued yearly

#### **4. DUTIES OF A SECURITY GUARD**

Provides Security for HCCC's property, employees, students, and visitors. Observes and reports, screens visitors, provides Security escort service, and takes responsible and necessary action when and if needed, including, but not limited to:

- Access control, both pedestrian and vehicular crowd control, especially at Registration, College functions, and sporting events.
- Perform regular patrols of each post area, record required information, and observe, report, and take appropriate action on any irregularities that are found.
- You are required to conduct an electronic Security patrol system of all buildings. Each building must be patrolled at least two times, at the beginning and end of each tour, seven days a week.
- Lock or unlock rooms, gates, buildings, etc., as needed.
- Monitor VSS, burglar, and fire systems.
- Respond to emergencies or alarms such as fire, intrusion, medical, flood, explosion, bomb threat emergency, etc.
- Drive college vehicles on official business.
- Provide central communications capability using telephone, two-way radio, computer, etc.
- Report hazardous conditions on a daily activity report checklist sheet within the assigned area of coverage.
- Perform buildings & parking lot tours.
- Maintain building and other logs.
- Submit written/typed reports on all incidents.
- Any other duties as can reasonably be determined to be within the general scope and intent of this Contract and as directed by HCCC Executive Director of Security or duly appointed designee from time to time.

## **5. MANAGEMENT AND SUPERVISION**

- A. The Contractor shall be responsible for supervising personnel furnished by it through onsite Supervision and a Manager who, while not necessarily onsite, will be available when required by the HCCC Executive Director of Security or his duly appointed designee.
- B. The Executive Director of Security or his duly appointed designee shall have the authority to decide all questions of fact, including the method of operation in connection with the Security service supplied by the Contractor.

## **6. QUALIFICATION OF EMPLOYEES**

- A. The Contractor shall furnish competent and adequately trained personnel to perform the work required as outlined. If, in the opinion of the HCCC Executive Director of Security or duly appointed designee, any employee so assigned is performing their functions unsatisfactorily, the employee shall be removed immediately and replaced by the Contractor within 24 hours following the Contractor's receipt of the HCCC Executive Director of Security's oral or written request for such replacement. HCCC shall have the right of approval or rejection for all Security personnel at pre-acceptance interviews. In addition to the requirements as set out in this Contract, all candidates must:
  - i) Meet the requirements of the New Jersey Statutes Annotated Title 45: Section 19-16 or successor legislation, including, but not limited to, the satisfactory completion of the specified fingerprint checks.
  - ii) Not be under indictment for any high misdemeanor or other offense specified in New Jersey Statutes Annotated Title 45: Section 19-16.
  - iii) I have provided the Contractor a detailed listing of the work experience, if any, for the prior five (5) years, including character and business references from former employees for such period.
  - iv) Have provided the Contractor a detailed listing of the qualifications and prior work experience, if any, directly related to Security, police, or watchman service.
  - v) Be a United States citizen or legal alien of the United States.
  - vi) Possess a valid driver's license to operate a motor vehicle (if they will be assigned as a driver).
  - vii) Possess a high school diploma or general equivalency diploma (or any other educational experience that the HCC Executive Director of Security will assess as of an equivalent nature).

- viii) Possess the demonstrated ability to write, read, and speak English, which may include, at the discretion of HCCC, satisfactory completion of a simple test of
- ix) English as a Foreign Language or its equivalent.
- x) Pass substance abuse screening tests including, but not limited to, tests sufficient to determine the absence of the following:

Amphetamines	Cocaine
Barbiturates	Opiate
Benzodiazepines	Phencyclidine
Methadone	
P.C.P.	Propoxyphene

- xi) Physically able to accomplish various tasks that must be performed, including quickly ascending and descending multiple flights of stairs and completing required foot tours.
- xii) Vision acuity correctable to 20/40 in each eye.
- xiii) A well-developed level of maturity is necessary for professional interaction.
- xiv) Capacity to hear ordinary conversations at fifteen (15) feet with either ear, with or without the benefit of a hearing aid.
- xv) Present a neat, clean, and well-groomed appearance while providing services.

- B.** The Executive Director of Security or duly appointed designee is hereby empowered to waive any of the qualifications (VI) and (vii) referred to Part II, 20 (a) above.
- C.** In addition to the foregoing, each Supervisor, appointed by the Executive Director of Security or duly appointed designee, shall have at least two (2) years of supervisory experience in a college, commercial Security, and watchman service. The Executive Director of Security or duly appointed designee is hereby empowered to waive this condition to meet the needs of the Security Department.
- D.** All Security Personnel assigned to HCCC must have completed the following criteria: Security Officer introductory course. The curriculum includes De-escalation techniques, the Role of the Security Offices, customer service, report writing, access control, emergency situations, fire safety and evacuation procedures, and preventing discrimination and harassment.
- E.** All drivers must have passed a defensive driving course provided by the Contractor at no cost to the College.

- F. The Contractor shall furnish sufficiently trained supervisory and Security personnel to perform the services required of the Contractor on this Contract.
- G. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished in a proper manner satisfactory to the College or the determination of the Executive Director of Security or duly appointed designee, has taken any action which constitutes a conflict of interest or which is inconsistent with the highest level of honesty ethical conduct or public trust or which the Executive Director of Security or duly appointed designee determines is adverse to the College's interest, the Contractor shall remove any such person and replace them by personnel satisfactory to the College immediately upon notice by the College.

## **7. GRATUITES AND LOST AND FOUND**

No personnel employed in performing the Security service shall solicit or accept gratuities, for any reason whatsoever, from faculty, staff, students or visitors, or other persons at the worksite.

Any Lost & Found articles retrieved or received by the Contractor's employees shall be reported to and handed over to the Executive Director of Security or Security Management immediately for appropriate handling. Such items are to be tagged with information specifying the date, the time, building, room number, and the name of the individual who found the item (s), and this information is inserted in the lost and found log book. The Contractor shall instruct its employees in the provision of this clause.

## **8. TRAINING**

- A. The Contractor shall provide training in Security methods and standards, including but not limited to report writing, conflict resolution, use of 2-way radios, answering the telephone (strictly for college business), and search procedures. The Contractor shall also provide training on sexual harassment, including any local laws and ordinances. Any private use of College telephones by Security employees will be charged to the Contractor and the HCCC Executive Director of Security or duly appointed designee may request reassignment or other disciplinary measures. The Contractor must also train its employees in the Right-to-Know laws of the State of New Jersey and the use of hand-held detection equipment.

- B. HCCC reserves the right to conduct further on-the-job training as it deems necessary, including specific duties relative to College Security work assignments. Attendance at such training is mandatory for all Contractor's employees. They must receive no less than 16 hours of non-billable onsite training with an officer who has had at least five unsupervised shifts onsite before assignment to the College. The College is to receive the training certificate for verification before assignment to the College. The College representative reserves the right to make unannounced visits to the training facility during said training.
- C. Officers shall receive a minimum of 16 hours of refresher training each calendar year.
- D. All training, to include initial, on-post, and recurring, shall be documented in individual officers' training records and be made available for review by HCCC Executive Director of Security or higher authority within 24 hours of the request.

## **9. CONDUCT OF CONTRACTOR'S EMPLOYEES**

- A. The Contractor shall counsel its employees against the unauthorized reading and disclosing of materials and documents available in the College and against the unauthorized use or removal of College and personal property, such as including but not limited to radios, computers, electronics, or other data processing equipment, calculators, etc. which may be in any of the College's facilities.
- B. The Contractor shall be responsible for ensuring that the Contractor's employees do not disturb or remove papers on desks or other office furnishing and do not open drawers of desks and cabinets.
- C. Employees of the Contractor shall NOT be assisted or accompanied by non-- employees during their work shifts.
- D. Further, the Contractors employees shall not provide access to any person or any space of the College without prior authorization from the HCCC Executive Director of Security or Security Management, with the Jersey City Police Dept. or Union City Police Department.
- E. The Contractor shall warn and ensure its employees that they shall not duplicate any college keys issued to the Contractor's s employees. These keys must be returned to the HCCC Executive Director of Security or Security Management at the end of each shift. They must not be taken off the college premises unless authorized explicitly by the HCCC Executive Director of Security.

- F. The Contractor's employees are not allowed to smoke in any college buildings, college vehicles, or in plain view of the college community.
- G. At no time should any Contractor employees be sarcastic, harass, abuse, lecture, or use profane language toward anyone they may deal with in an official capacity. The Contractor employees must remain impartial, courteous, and act professionally.
- H. Security Officers will not report for duty smelling of alcohol or under the influence of intoxicating beverages or illegal drugs. Further, such items like alcohol and/or illegal / non-prescribed drugs that impair cognitive functions such as decision-making, attention, and memory, which are crucial for security roles where split-second judgments and vigilance are required, are strictly forbidden on all College property.
- I. The Contractor must warn its employees that weapons of all kinds, including but not limited to guns, knives, Billy sticks, handcuffs, mace, brass knuckles, fireworks, explosives, and any projectile device, as well as any martial arts devices or any instrument or material that can be used to inflict bodily harm on an individual or damage to a building, are not permitted on college property.
- J. The Contractor must inform its employees that it is the policy of HCCC to prohibit sexual harassment of any kind. Any such violation must be promptly reported to the Executive Director of Security or duly appointed designee, who will then take the appropriate steps to inform all necessary parties at HCCC.

## **10. CONTRACTOR CONFORMANCE WITH SAFE PRACTICE**

The Contractor shall exercise every reasonable precaution in performing the Contractor's obligations hereunder to prevent injury to persons or damage to property and avoid inconvenience to the Hudson County Community College, employees, and visitors while in the buildings. The contractor shall keep their facilities and equipment and perform all services required under this Contract in strict conformance with all applicable O.S.H.A. standards, Federal, State, and local laws and ordinances and regulations, including regulations of the Worker's Compensation Board, and shall agree to indemnify and save harmless Hudson County Community College from any loss or liability, including attorney's fees, caused by Contractor's failure to do so.

## **11. ACCIDENT, INCIDENT & STATEMENT REPORTS**

Immediately report by telephone or 2-way radio to Hudson County Community College Security Command Center and Security Management, all accidents of which it has knowledge arising out of, or in connection with, the Contractor's operation hereunder, resulting in death or injury to any person or damage to, or theft of any property. As soon thereafter as practical, such accidents will be reported in writing to Hudson Community College's representatives. The Contractor will also comply with all current or future O.S.H.A. requirements, including those regarding in case of fatal or other serious accidents and its safety practices in the buildings.

### **III - SPECIFICATIONS - CONTRACT PROVISIONS**

The below terms and conditions, as well as any and all terms of this RFP or which are required by law, shall be incorporated into the contract with the successful proposer either directly or by reference.

#### **ARTICLE 1 - GENERAL CONDITIONS**

Whenever in these specifications, Contract or bond, the following synonymous words or terms are employed, their intent and meaning will be interpreted as follows:

**PROPOSAL:** The formal tender which a proposer submits for the contemplated work. Any reference to "bid" shall mean "proposal".

**PROPOSER:** An individual, firm, or corporation submitting a proposal for the Contemplated work and acting personally or through a duly authorized representative. Any reference to "bidder" shall mean "proposer".

**CONTRACT:** The formal written agreement executed by the Contractor and the College to evidence their mutual rights and obligations arising out of the meeting of the minds of each. The contract will include all terms and conditions set forth in this RFP as well as all provisions required by law.

**CONTRACTOR:** The person, firm, or corporation to which the Contract is awarded.

**COLLEGE:** The Hudson County Community College, a community college formed pursuant to N.J.S.A 18A-1 et seq. and of the State of New Jersey.

**EXECUTIVE DIRECTOR OF SECURITY:** shall mean the person or persons from time to time designated by Hudson County Community College to exercise the powers and functions vested in the Security Director or their duly appointed representative.

**GOVERNING BODY:** The Board of Trustees of the College, acting for and on behalf of Hudson County Community College, a community college of the State of New Jersey.

**MONTH, YEAR:** The word " month" means a calendar month, and "year" means a calendar year.

**NUMBER, GENDER:** Whenever, in describing or referring to any person, party, matter or thing, any word importing the singular number or masculine gender is used, the same shall be understood to include and apply to several persons or parties as well as to one person or party and females as well as males, and bodies corporate as well as individuals, and to several matters and things as well as one matter or thing.

**PERSON:** The word " person" includes corporations, companies, associations, firms, partnerships, and joint-stock companies as well as individuals unless restricted by context to an individual as distinguished from a corporate entity.

**SPECIFICATIONS:** All directions, requirements provisions, contained herein and in any instructions to proposers, together with all written agreements made or to be completed and pertaining to method and manner of performing the work, or to qualities or quantities of materials to be furnished under the Contract.

**SURETY:** The corporate underwriter which undertakes to be bound with and for the Contractor, and which agrees to be responsible for the payment of all debts of the Contractor pertaining to the Contract and for the faithful performance of the Contract by such Contractor.

## **ARTICLE 2 - CONTRACTOR'S RESPONSIBILITIES**

- 2.1. The Contractor agrees to provide unarmed Security officer services for locations listed in these specifications and other locations as specified from time to time for the duration of the Contract. The Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.
- 2.2. An authorized representative of the Contractor, not including any uniformed officer on the Contract, shall meet at least bi-weekly with the College to discuss services and make amendments or changes in procedure and operations as may be found necessary.
- 2.3. A Security Field Supervisor / Inspector from the Contractor shall visit each post at least once per shift. To document post visits, field supervisors/inspectors will annotate the post's daily activity report/security logbook with the date and time of the visit and sign it next to the annotation. For this post-visit, and only if a Field Supervisor / Inspector is unavailable, the shift supervisor may qualify as a "Security supervisor from the Contractor."
- 2.4. An off-site Account Manager or other Supervisor of the Contractor shall visit each post at least once per week. At least once per calendar month, this weekly post-visit shall occur during the 3 pm to 11 pm shift and at least once during the 11 pm to 7 am shift.
- 2.5. All equipment to be used on the Contract shall be of sufficient size and in such mechanical condition as to meet the Contract requirements and produce a satisfactory quality of work. Equipment used on any portion of the Contract shall be such that its use does not damage the premises or adjacent property.
- 2.6. The Contractor is prohibited from subcontracting any contracted services described herein.

- 2.7. During the entirety of the Contract, the Contractor shall employ such methods as will not cause any interruption or interference with the functions and activities of the College, its staff, students, or visitors, or with the work of any other contractor of the College. The Contractor shall conform to all procedures of the College and shall conform to all instructions with the Executive Director of Security and HCCC Security Management. They are empowered to administer this Contract for the College.
- 2.8. The Contractor shall demonstrate that the wages and salaries to be paid by the Contractor to his employees engaged in the performance of the work called for in this Contract will assure a competent, stable, dependable, trained working staff.
- 2.9. In hiring personnel for work performed under the Contract or any subcontract thereunder, the Contractor and any person acting on behalf of such Contractor must promptly comply with P.L. 1975, c.127 and rules and regulations issued therein.
- 2.10. The Contractor must furnish the Executive Director of Security or duly appointed representative, upon request, with a written statement concerning all materials brought on site of the work and showing (a) names of persons or companies supplying the same; (b) source from which obtained; (c) quantity delivered to site; and (d) manufacturers tests on the materials
- 2.11. Unless written permission is secured from the Executive Director of Security in advance, the Contractor must not use any materials found on or adjacent to the worksite.
- 2.12. The Contractor must not perform any work not designated in the specifications or Contract for which he expects additional compensation unless authorized in writing by the Executive Director of Security.
- 2.13. The Contractor will be responsible for breaking or otherwise damaging existing facilities or causing them to malfunction by reason of his work or any part thereof and must give immediate notice thereof to the persons or companies having them in charge. The Contractor must pay the expense of repair or restoration thereof, and, if not paid within thirty days thereafter, an amount sufficient to defray the cost thereof will be retained by the College from any money due or to become due to the Contractor. This also includes College equipment including but not limited to walkie-talkies, phones, etc. NOTE: If the Contractor's employees or security Officers lose, misplace College keys (buildings, automobiles, equipment, etc.), or do not have keys promptly available for the continuation of College business, the Executive Director of Security will take steps to have all necessary key locks re-key (ed) by the College Locksmith Service Vendor. All costs will be deducted from any money due to the Security contractor.

- 2.14. If the service is terminated either by Contract expiration or by the College. In that case, it shall be incumbent upon the Contractor to continue the service on a month-to-month basis (60-day period) until new services can be completely operational. The Contractor will be compensated for this service at the current Contract rate(s).
- 2.15. The Contractor shall provide the names of the employees in the area responsible for this Contract, their function in the company, title, number of years of service with the Contractor's firm, and telephone number in the event of problems, emergencies, or information. The vendor must have a 24hr. command center accessible to the College at all times, unacceptable to the College will be answering machines, and or cell phones
- 2.16. All personnel must observe all regulations in effect at the College. While on College property, the Contractor's employees shall be subject to the control of the College, but under no circumstances shall such persons be deemed to be employees of the College. The Contractor or its personnel shall not represent themselves as employees of the College.
- 2.17. The Security Officer Provider will supply a Security Officer Manual and Post Orders that detail the duties and responsibilities of Security Officers supporting T.C.C.
- 2.17.1. The Security Officer Manual shall dictate the procedures that will be followed in response to the requested services of HCCC The Manual shall list in detail all duties to be conducted during the Security officers' tour to include, but not limited to, shift change procedures, equipment required, forms to be used, and any other specific duties needed for the post.
- 2.17.2. The Manual will contain, as a minimum, sections on Important HCCC Telephone Numbers, Legal Authority, Challenging and Identifying, Access Control Policy, Communication Codes, Personal Conduct, Safety, Patrolling and Standing Post, Post Area Maps and Building Diagrams, Emergency Call Station locations, Escort Procedures, Lock/Un-lock procedures, and the Emergency Management Procedures for the respective campus, including but not limited to Emergency Actions for Severe Weather, Shelter in Place Procedures, Evacuations, Bomb Threats, and Suspicious Packages.
- 2.17.3. The Security Officer's Manual will be updated at a minimum annually with periodic additions to cover new information deemed necessary by the Security Officer Provider or HCCC Executive Director or of Security and Security Management.
- 2.17.4. HCCC reserves the right to require additional information for the Manual as often as necessary.
- 2.17.4.1. Therefore, the Security Officer Provider must be aware that a change in procedure can and may occur.

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- 2.17.4.2. Changes may be temporary; therefore, when reporting for duty, each Security Officer is responsible for checking pass-on logs and learning of the change and must be alert for such changes, which may be communicated verbally or in writing.
- 2.17.4.3. If at any point the Security Officer Provider does not understand a change, whether it is temporary or permanent, the Security Officer Provider shall immediately contact the HCCC Executive Director of Security or Security Management.
- 2.17.5. Copies of the Security Officer Manual shall be made available for:
  - 2.17.5.1. The HCCC Executive Director of Security
  - 2.17.5.2. The HCCC Security Management team
  - 2.17.5.3. Each Security Officer post
  - 2.17.5.4. The Security Officer Provider
  - 2.17.5.5. The Shift Supervisors
- 2.18. Contractor Organization and Facilities
  - 2.18.1. The Contractor must provide a staffed 24 hours office and telephone (not on College premise) to which urgent matters could be handled. This may include the immediate response to fire and burglar alarm notifications from local Fire/Police Departments and monitoring stations/services.

### ARTICLE 3. - COLLEGE RIGHTS AND RESPONSIBILITIES

- 3.1. Should any misunderstanding arise over the quantity or quality of work, the material or equipment required as defined or shown in these specifications, the decision of the Executive Director of Security as to the correct interpretation of specification will be final and conclusive.
- 3.2. The Executive Director of Security or duly appointed designee will give all instructions needed to afford due and full effect to any of the provisions of these specifications. All Security equipment and workmanship will always be subject to Security inspection and approval. Whenever imperfect or unsuitable work is discovered, it will be the Executive Director of Security's duty to condemn it. Such condemned equipment must be immediately removed and properly replaced by the Contractor.

- 3.3. The Executive Director of Security or duly appointed designee will have full right to direct the nature and kind of work to be performed. The Executive Director of Security or duly appointed designee will also have full right to order where the Contractor will begin work and the locations where and when the various items of the Contract must be executed.
- 3.4. Notices of any kind called for under the Contract are given to the Contractor or his representative, personally or by registered mail addressed to him at the address stated in his proposal.
- 3.5. The College reserves the right to, at any time, hire specialized contractors to perform some or all of the Security tasks listed herein. The Contractor must cooperate with these other contractors to the fullest extent possible.
- 3.6. The College reserves the right to add or delete services to this Contract. Should this occur, costs will be negotiated based on the original proposal prices submitted for the Contract. If there is any unsatisfactory work and it is not corrected within the allotted time frame, the College reserves the right to complete the work to its satisfaction and deduct the cost from any monies due to the Contractor. This provision may be used when the Contractor needs to promptly correct the work or when there are continuous and repeated deficiencies in the Contractor's s performance.
- 3.7. The College's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the College for payment of any money shall arise unless and until funds are made available each year to the Executive Director of Security.

#### **ARTICLE 4. – CONTRACT AWARD, TIME ANO DURATION**

The Contract will be awarded to the most qualified proposer whose proposal, price, and other factors considered are most advantageous to the College.

- 4.1. Proposals shall be judged on the following criteria:
  - 4.1.1. Meeting all the RFP requirements.
  - 4.1.2. The experience of the proposer in providing Security Services in Hudson County and to public entities in New Jersey.
  - 4.1.3. Reasonableness and adequacy of the man-hour declarations for each type of service specified.
  - 4.1.4. The proposer's past performance in similar jobs.
  - 4.1.5. Price.

- 4.1.6. The contract shall be awarded to proposer whose proposal is determined by the College to be in the best interests of the College, price and other factors considered.
- 4.1.7. Period of Contract shall consist of three (3) twelve (12) month periods, totaling thirty- six (36) months. The College shall have the right to terminate the contract following any year. Proceeding with years 2 and 3 are subject to successful performance by the contractor (as determined by the College) and to appropriation annually by the College of sufficient funds to meet the extended obligation. The provisions of this paragraph shall not limit the College's ability to terminate the agreement during any 12-month period.
- 4.2. The transition period should be immediately upon award of the contract. The successful proposer shall be given approximately thirty (30) days after notification of intent to award the Contract to gear up and be ready to begin providing full contractual services. Failure to achieve a timely or successful transition shall serve as a basis to rescind the award and/or terminate the contract.
- 4.3. Years two and three and any extended periods are subject to the Contractor receiving a satisfactory performance report for the prior years' performance.
- 4.4. The initial twelve (12) month period shall commence as soon as possible after the formal date of award and shall be such the date that the Contractor begins providing full contractual services.

## **ARTICLE 5. - TERMINATION OF CONTRACT**

- 5.1 HCCC may terminate the resultant Contract for convenience by providing ninety (90) calendar days advance notice to the other party.
- 5.2 The College may terminate the Contract if the Contractor fails, in the sole opinion of the College, to provide agreed-upon services, labor, equipment, or materials and training. This shall constitute a default by the Contractor. The College may terminate the Contract for cause upon (15) calendar days written notice to the Contractor. The College shall not pay for any services or materials that are unsatisfactory. Non-performance of the Contractor in terms of specifications shall be a basis for termination of the Contract for non-performance. Before termination, the Contractor may (or may not) at the discretion of the College, be given a reasonable opportunity, but under no circumstance longer than seven (7) calendar days, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance. Non-performance may include but is not limited to failure to provide proper personnel, supplies, equipment, or materials, failure to pay personnel properly or the required wage, non-adherence to Security performance standards, violations of any applicable Federal, State, or local law, or regulation failure to agree to changes in the work.
- 5.3 The College may terminate the Contract for any event that results in a substantial interruption of Security Services. The College may terminate the Contract if the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of its insolvency.

- 5.4 In the event it is found that any worker employed by the Contractor or any subcontractor covered by the Contract has been paid a rate of wages less than the wages required to be paid by the Contractor, the College may terminate the Contractor's or subcontractor's right to proceed with or complete the work, or such part of the work where there has been a failure to pay required wages. The Contractor and his sureties shall be liable to the College for any excess costs occasioned thereby.

## **ARTICLE 6. - COMPENSATION**

- 6.1 Payment to the Contractor for services satisfactorily performed will be made monthly after the services have been rendered, generally within 90 days of an approved invoice.
- 6.2 The Contractor agrees to accept as full compensation for the performance of the work required by this Contract an amount equal to the sum of his work performed and approved by the College as satisfactory during each month of this Contract at the unit rates set by the Contractor in his Proposal. All invoices must be submitted based on the proposed all-inclusive unit rates. Monthly costs based upon hourly rates shall and must be such rates multiplied by actual hours worked. Actual hours worked based on hourly rates shall and must be verified by individual sign-in/out sheets daily. The College reserves the right to require Contractor personnel to use its time clock to ensure proper daily reporting of actual time worked.
- 6.3 The Contractor shall only receive compensation for work performed in a manner satisfactory to the College.
- 6.4 On or after the fifth day of the month following the month of the commencement of the Contract and on or after the fifth day of each following month, the Contractor shall submit for payment a detailed bill for the work performed in a format satisfactory to the Executive Director of Security.
- 6.5 The Contractor must submit an invoice for services he believes to be satisfactorily rendered to the following address: Hudson County Community College, ATTN: Executive Director of Security, 81 Sip Ave., Mezzanine Level, Jersey City, New Jersey 07306.
- 6.6 All invoices shall contain the Contractor's name, address, telephone number, Contract Name, dates of service, and the name of the Contractor's representative to contract concerning billing questions.
- 6.7 All invoices shall NOT include any sales tax or finance charges.

- 6.8 The Executive Director of Security will determine the quantity and quality of work performed satisfactorily and approve before payments to the Contractor. No guarantee is made that the amounts indicated herein are guaranteed, and no representations are made about the actual quantities.
- 6.9 The College reserves the right to add or delete quantities to this Contract. Should this occur, costs will be based on the original proposal prices submitted for the Contract.
- 6.10 No overtime, other multipliers, or other additional compensation shall be paid for any work under this Contract unless specifically and expressly approved by the Executive Director of Security or duly appointed designee.
- 6.11 When the College makes claims against the Contractor, pending adjustment thereof, thereon will be deducted from money due or to become due to the Contractor under the Contract or otherwise.
- 6.12 Payment of wages by the Contractor to its Security employees must be done weekly and delivered (if no direct deposit exists) by the Contractor's representative (not assigned to H.C.C.C.) at 81 Sip Ave. Security Command Center. By this agreement, the Contractor hereby agrees to pay Security employees assigned to the College for work done in any "Work Week" by 1300 hours on Wednesday (the third day following the Work Week). Further, suppose any Security officer acts in a higher category for a complete 8-hour shift or more. In that case, the acting officer must be paid at the higher wage rate per hour for the period worked in the higher category. At no time must Security employees be paid less than their appointed rank and pay rate. The College must be billed post-rate regardless of the employee's rank.

**Payroll preparation, including timesheets, must be fully conducted by the Contractor off college property at no cost to the College**

## **ARTICLE 7. - CHANGES IN THE WORK**

- 7.1 The Contractor agrees to make any changes as desired by the College in the quality or quantity of work or materials, whether contemplated in original specifications or not. No change will be made, nor will there be any deviation from the original provisions except as authorized by the College.
- 7.2 Should the Contractor refuse to abide by any order increasing or reducing quantities or qualities under the Contract, then in that event, the College or the Executive Director of Security can proceed as provided herein in articles concerning Termination of the Contract.

## **ARTICLE 8. - INSURANCE, BONDING, AND INDEMNIFICATION**

- 8.1 The Contractor shall not commence work under the Contract or any special conditions until he has obtained all insurance as required under the following subparagraphs and until such insurance have been approved by the College, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required has been obtained and approved.
- 8.2 The Contractor shall take out and maintain during the life of the Contract Workmen's Compensation Insurance for all his employees under the Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless the protection afforded by the Contractor covers such employees. In case any class of employee engaged in hazardous work under this Contract is not protected under the Workmen's compensation statutes, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance with a private company in an amount equivalent to that provided by the Workmen's Compensation statute for the protection of his employees not otherwise protected.
- 8.3 The Contractor shall obtain and keep in force during the contract term, public liability, and property damage insurance in companies and forms to be approved by the College. Said insurance shall provide coverage to the Contractor, any subcontractor is performing work provided by the Contractor, and College. All policies shall be endorsed to name the Hudson County Community College, its officers, agents, servants, and employees as their interest may appear, an additional insured on said policy insofar as the work and obligations performed under the Contract are concerned. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the College, the Contractor or the subcontractor or by anyone directly employed by either of them. The minimum policy limits of such insurance shall be as follows:

Bodily injury liability coverage with limits of not less than One Million Dollars (\$1,000,000) for bodily injury, including accidental death, to any one person and subject to that limit for each person, in an amount not less than One Million Dollars (\$1,000,000) for each accident: and property damage

coverage in an amount of one less than One Million Dollars (\$1,000,000) for each accident.

- 8.4 A copy of the insurance policy, together with a copy of the endorsements naming Hudson County Community College, its officers, agents, servants, and employees as their interest may appear, as an additional insured, shall be provided to the College within a reasonable time after receiving notice of award of contract
- 8.5 The Contractor agrees to defend, indemnify and save Hudson County Community College, its officers, agents, servants, and employees (with counsel to be chosen by the College) from all loss or damage, including reasonable attorneys' fees, occasioned to it or any third person or property because of any acts or omissions of contractor in providing the services under the contract, any carelessness or negligence on the part of the Contractor, subcontractor, agents, and employees in the performance of the Contract.
- 8.6 Automobile and truck insurance, covering vehicles owned and operated by the Contractor and vehicles operated for the Contractor, including those employees

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when so operated shall be provided as follows:

- A. One person in any one accident, amount of One Million Dollars (\$1,000,000)
- B. Two or more persons in any one accident, amount of One Million Dollars (\$1,000,000)
- C. Aggregate property damage policy limit of One Million Dollars (\$1,000,000).

8.7 The Contractor and his surety must indemnify and deem harmless the College and all officers, agents and employees thereof from all suits and actions of any kind brought against them, or any of them, on account of an act, omission, or obligation on the part of the Contractor, his agents, servants, employees or representative. As much of the money due to the Contractor under Contract, as deemed advisable and necessary by the College, may be retained or surety held until settlement or final determination of all suits or claims and suitable evidence of settlement or full satisfaction thereof furnished by the College. When the Contractor is required to employ, or desire to use, patented or copyrighted processes of articles in work, he must provide therefor by proper and effective agreement with owners of such patents and copyrights and file copy of his contract with the College; otherwise, he and his surety under their agreement of indemnity must indemnify and save harmless the College from all claims and damages for infringement and all costs and expense incurred thereby.

8.8 SURETY BOND (S): If applicable and required by the RFP, simultaneously with the execution of the contract, the Contractor must furnish such surety bonds as required by the proposal form. The surety shall contain the stipulation and agreement by the surety that no modification, omissions, or addition in or to the terms of the Contractor in or to the plans or specifications thereof shall in any way affect the obligation of the surety on its bond. The right of the College to make modifications, omissions, or additions is hereby expressly reserved. When exercised, with or without knowledge or consent of the surety shall not in any way affect the obligations or the surety, or Contractor or invalidate the bond(s) given by them. All bonds must be furnished by a surety company authorized to do business within the State of New Jersey.

### **ARTICLE 9 - CONTRACTOR'S WARRANTIES**

The Contractor represents and warrants that they are financially solvent and experienced in and competent to perform the type of work required hereunder; that the facts stated or shown in the papers accompanying its proposal are true, and if the Contractor is a corporation, that it is authorized to do business in the State on New Jersey, that it is familiar with all applicable federal, state, municipal and local laws, ordinances and regulations, if any, which may in any way affect the services to be rendered by the Contractor hereunder; that it has carefully examined and studied all requirements, tern, and provisions of the Contract, and the Facility and that it is familiar with the nature of the work, the general and local conditions

prevailing including without limitation thereto, the labor conditions, and with all other pertinent matters and circumstances which may in any way affect the performance of the work; that no Trustee, officer, agent, or employee of H.C.C.C is personally interested, directly or indirectly in this Contract or the compensation to be paid hereunder; and that no representations or promises, oral or in writing to H.C.C.C., its Trustees, Officers, against or employee have induced it to enter into this Contract except only those that may be contained herein.

#### IV. PROPOSAL SUBMISSION

Contractor shall submit proposals by the time required by and the location required by the Notice to Proposers/Advertisement that contains the following information.

A Price for the services. Proposers are advised that their proposals shall not include a rate of wages below that required to be paid for union employees providing Security services in Hudson County, New Jersey.

B Provide details for providing the services, including supervision and management. Set forth in detail your plan for providing the services required by the RFP.

C Provide your transition plan to take over for the current vendor, including a timetable for ensuring the transition will be completed within the time required by the RFP.

D References (not less than 3) – for similar services provided to higher education entities in New Jersey.

E List of locations/public entities in New Jersey where similar services have been provided by your firm over the last 10-years.

F List of all lawsuits brought against your company in the last five (5) years.

G List of any outstanding judgments against your firm.

H Provide the following forms required by the Instructions to Proposers (which follow), and any other forms required by the RFP within the time permitted by law.

1. Business Registration Certificate (prior to contract award)
2. Affirmative Action Compliance
3. Ownership Disclosure Statement
4. Non-Collusion Affidavit
5. Bid/Proposal Security
6. Disclosure of Investment Activities in Iran Form
7. NJ Debarment Form

\*\*\*PLEASE PROVIDE ONE ORIGINAL AND TWO COPIES OF YOUR ENTIRE PROPOSAL, PLEASE INCLUDE A USB/ELECTROINIC VERSION WITH YOUR BID

\*\*\* \*\*END OF SECTION\*\*\*