HUDSON COUNTY COMMUNITY COLLEGE

Purchasing Department
26 Journal Square, 14th Floor
Jersey City, NJ 07306

Request for Proposals

RFP No: 10-15-26 SWD-SCE

Title – Shipyard Workforce Development Program:
Shipyard Confined Space Entry & Shipyard Competent Person Training

Proposal Due Date:

10/29/26

Proposal Time

12:15 PM

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 Shipyard Workforce Training Program:
Confined Space Entry & Shipyard Competent Person Training

All quotation proposal responses must be submitted in a sealed envelope and delivered to the

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

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

Title: **Shipyard Workforce Training Program:**
Confined Space Entry & Shipyard Competent Person Training

Proposal No. 10-15-26 SWD-SCE
Name and Address of the Respondent
Attention: Jeff Roberson, Jr.
Director of Contracts and Procurement
26 Journal Square, 14th Floor
Jersey City, New Jersey 07306

Due Date: **October 29, 2026**
Due Time: **12:15 PM**

Submission of Proposals—US Postal Service/Delivery Service
All potential respondents are encouraged to send their responses through the US Postal Service mail/overnight delivery or other recognized delivery service that provides certification of delivery to the sender.

Jeff Roberson, Jr.
Director of Contracts and Procurement

About Hudson County College

Hudson County Community College serves more than 24,000 credit and non-credit students annually. The College offers more than 90 degree and certificate programs, including award-winning English as a Second Language; Science, Technology, Engineering and Mathematics (STEM); Culinary Arts/Hospitality Management; Nursing and Health Professions; and Humanities and Social Sciences. The HCCC Culinary Arts/Hospitality Management program was ranked number six in the U.S. by Best Choice Schools. The College's School of Continuing Education and Workforce Development offers cutting-edge, industry-recognized, stackable credentials in alignment with high-priority workforce needs.

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

The College has received dozens of national awards throughout the years. HCCC was a finalist in seven categories of the 2026 American Association of Community Colleges (AACC) "Awards of Excellence" and earned 2026 Advancing Institutional Equity and Belonging, Faculty Innovation, and Faculty of the Year Awards, in addition to Dale P. Parnell Faculty Recognition. HCCC also earned AACC 2024 CEO of the Year, Faculty of the Year, and Student Success Awards of Excellence. In 2023, HCCC received the Outstanding Member-Institution Award from the Hispanic Association of Colleges and Universities (HACU).

For the sixth consecutive year, HCCC was selected as one of only a few community colleges in the United States to be named a "2026 Most Promising Place to Work in Community Colleges" by the National Institute for Staff and Organizational Development (NISOD). HCCC was one of 22 community colleges in the nation, and the only college in New Jersey to be recognized by ModernThink LLC and the "Chronicle of Higher Education" as a 2025, 2024, 2023 and 2022 "Great College to Work For®" and named to the 2024 and 2023 "Great Colleges Honor Roll of Distinction."

HCCC is one of two colleges in the United States to be named a Top Ten Finalist in all three program categories for the nationally recognized 2023 Bellwether Awards, and received the 2023 Bellwether Award for the College's cutting-edge "Hudson Scholars" program, which also won the 2024 Bellwether Legacy Award. HCCC further earned the 2026 Bellwether "Best in Showcase Award."

The College's exemplary work in advancing student success has been recognized with "Leader College of Distinction" designation by Achieving the Dream, the national nonprofit organization dedicated to advancing community colleges as catalysts for equity and mobility in their communities. HCCC also earned the Campus Prevention Network Seal of Prevention in 2025, 2024 and 2023 for demonstrating leadership in digital prevention programming focused on student safety, well-being, and inclusion.

The Association of Community College Trustees (ACCT) named the College the inaugural recipient of the 2025 ACCT national "Impact and Success Award."

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HUDSON COUNTY COMMUNITY COLLEGE

TECHNICAL SPECIFICATIONS

Scope of Services

Training and Certification Requirements

The Contractor shall provide qualified instructors and training services to deliver industry-recognized certification programs for personnel engaged in shipyard confined space entry and Shipyard Competent Person training. The Contractor shall be authorized by the applicable certifying organization(s) to deliver training and administer certifications where required.

The Contractor shall submit a detailed training matrix identifying each training and certification item included in their proposal from the requirements below. For each item proposed, the Contractor shall provide the associated cost and pricing structure, including but not limited to:

- Instructor costs,
- Training materials,
- Examination fees,
- Certification fees,
- Equipment costs, and
- Any other charges necessary to complete the training and obtain certification.

The Contractor shall also provide, at minimum, the following information in the written proposal (see Technical Specifications (pg. 33–36)):

- Contact hours and delivery days for each credential offered,
- Maximum class size per credential, and

- How many courses can be delivered concurrently with how many instructors.

Failure to identify the proposed training items and associated costs may result in the proposal being determined non-responsive.

The proposed training program shall include, at a minimum, the following certifications and credentials:

Confined Space Entry and Shipyard Competent Person Training:

- Training meeting applicable OSHA Shipyard Employment regulations
- Designation and qualification as a Shipyard Competent Person in applicable hazard categories

Instructor Qualifications

All instructors proposed under this contract shall:

- Possess all current and applicable certifications relevant to the courses they are assigned to teach.
- Have a minimum of three (3) years of substantial, documented industry experience in the subject matter being instructed.
- Possess documented instructional credentials, training certifications, or demonstrated experience delivering adult technical education and workforce development programs.
- Maintain authorization, approval, or accreditation from the applicable certifying organization(s) to teach, proctor, evaluate, or deliver certification curricula when such authorization is required.
- Provide evidence of all certifications, instructor qualifications, authorizations, and applicable licenses upon request.

Personnel Requirements

The Contractor shall ensure that all proposed instructors, evaluators, and certification personnel maintain their certifications in good standing throughout the period of performance. Certifications that expire during contract performance shall be renewed promptly, and replacement personnel shall possess credentials equal to or greater than those specified herein.

Proposals shall include copies of current certifications, instructor authorizations, resumes, and documentation demonstrating relevant industry experience and instructional qualifications for all personnel proposed to perform under this contract.

All training and certification delivered under this contract shall be scheduled and completed between December 7, 2026, and June 30, 2027. Training will be delivered on site at Hudson County Community College (HCCC), Jersey City, New Jersey, and/or Bayonne Dry Dock and Repair Corporation, Bayonne, New Jersey, unless otherwise agreed in writing by the College.

The College reserves the right to extend the delivery window should the term of the underlying Memorandum of Understanding be extended. Any such extension shall be made in writing and shall not, by itself, entitle the Contractor to additional compensation.

Ethics in Purchasing

Statement to Vendors

HUDSON COUNTY COMMUNITY COLLEGE RESPONSIBILITY

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

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

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

VENDOR RESPONSIBILITY

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

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

VENDOR CERTIFICATION

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

Jeff Roberson, Jr.
Director of Contracts and Procurement

HUDSON COUNTY COMMUNITY COLLEGE

General Conditions and Specifications

1. **AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC SCHOOLS**

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

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;

- A certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; or

- The successful bidder (respondent) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for $150.00 made payable to the Treasurer, State of NJ and forward a copy of the form and check/money order to the College. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

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

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

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

2. **AMERICANS WITH DISABILITIES ACT**

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

3. **AMERICAN GOODS**

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

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

N.J.S.A. 10:2-1. Anti-discrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials,

equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

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

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

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

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

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

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

Request of the College

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

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

During the course of contract performance:

- The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.

- The contractor shall maintain and submit to the College a list of subcontractors and their addresses that may be updated from time to time.

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

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

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.
A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

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

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

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

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

- **Maintenance of Contract Records—N.J.A.C. 17:44-2.2**

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d). The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- **College Requirement**

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

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

The College will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred). Pursuant to N.J.S.A. 52:32-44.1 (a), any person that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

The Hudson County Community College will verify the certification by consulting

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

8. DOCUMENTS TO BE SUBMITTED

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

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

9. **INSURANCE AND INDEMNIFICATION**

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

- **Commercial General Liability** with a $3,000,000 and $5,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage and Products Liability.

- **Automobile Liability** with a $1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Automobile liability insurance shall be included to cover any vehicle used by the insured.

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

Other Insurance Coverage

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

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

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

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

"HUDSON COUNTY COMMUNITY COLLEGE is named as an additional insured"

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

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

Indemnification
The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the College and its agents, representatives, employees, trustees, and members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this

contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable. This indemnification obligation is not limited by but is in addition to, the insurance obligations contained in this agreement.

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

10. INSURANCE; PROFESSIONAL LIABILITY – X Required Not Required

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

Professional Liability Insurance Certificate with the following limits:

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

Other insurance coverage required when providing medical services:

Medical Malpractice--$1,000,000

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

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

11. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM ANDCERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS 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 Disclosure of Investment Activities in Iran Form and Certification of Non-Involvement in Prohibited Activities in Russia or Belarus 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, but in no event later than prior to the award of contract.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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

17. 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.**

18. 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.

19. 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.

20. 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.

21. 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

22. 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.

23. 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.

24. 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.

25. 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. The criteria used by the College to evaluate proposals is set forth in the Technical section of the RFP.

- **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.

26. 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.

27. PRESENTATION AND INTERVIEWS

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.

28. 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.

29. WITHDRAWAL OF PROPOSALS

- Before The Proposal Opening

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

- After The Proposal Opening

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

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

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

Request for Proposal

RFP

PROPOSAL DOCUMENTS
REQUIRED DOCUMENTATION

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

To be completed, signed and returned with the proposal

ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDA NO.	ISSUING DATES
_____	_____
_____	_____
_____	_____
_____	_____

☐ **NO ADDENDA RECEIVED**

Name of Company _____

Address_____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Title _____

To be completed, signed and returned with the proposal

AFFIRMATIVE ACTION QUESTIONNAIRE

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

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

2. Our company has an N.J. State Certificate of Employee Information Report ☐ Yes ☐ No
   If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered *"NO"* to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

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

NJ Department of the Treasury Contract Compliance (state.nj.us)

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID SOLICITATION/PROPOSAL
TITLE_____
VENDOR/BIDDER
NAME_____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property or Hudson County Community College finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX

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

OR

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

Entity Engaged in Investment Activities_____
Relationship to Vendor/ Bidder_____
Description of Activities_____
_____
_____
Duration of Engagement_____
Anticipated Cessation
Date_____
Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that Hudson County Community College is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the Town, permitting the Town to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

Signature Dated

_____

Print Name and Title

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

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3

CONTRACT/BID SOLICITATION TITLE:_____

CONTRACT/BID SOLICITATION No.:_____

☐ I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,[1] section 1.e, except as permitted by federal law. I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

☐ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

_____

_____

_____

_____

_____

Attach Additional Sheets If Necessary

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

_____ _____

Signature of Vendor's Authorized Representative Date

_____

Print Name and Title of Vendor's Authorized Representative

_____ _____

Vendor Name Vendor Phone Number

_____ _____

Vendor Address (Street Address) Vendor Fax Number

_____ _____

Vendor Address (City, State, Zip Code) Vendor Email Address for Authorized Representative

[1] Engaged in "prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit. NJ Rev. 6.8.2022

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

	Name of College	Address	Contact Person/Title	Phone
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. l7:27-5.2.

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/.

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.

Sample AA302

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. Vendors should also include scheduling capacities and flexibilities through the end of the project period.
This section should be no more than four (4) pages in length.

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 below criteria. The College reserves the right to award a contract to the vendor whose proposal, in consideration of the below criteria, is in the best interests of the College as determined by the College.

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.
4. Cost: Evaluation of the total cost
5. Instructor Qualifications: Evaluation of the proposed vendor's current certifications, authorizations from the applicable certifying organizations to teach and proctor the credentials proposed, and documented industry and instructional experience.
6. Delivery Capacity and Scheduling: Evaluation of the vendor's ability to deliver the proposed training within the program calendar, including contact hours, maximum class size, number of instructors available, and the number of courses the vendor can deliver concurrently.
7. Scope Coverage: Evaluation of which certifications and credentials the vendor proposes and how they fit with the balance of the scope.

Company History and Vendor Qualifications:

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

Cost Proposal

The Contractor shall submit a detailed training matrix identifying each training and certification item included in their proposal from the requirements below. For each item proposed, the Contractor shall provide the associated cost and pricing structure, including but not limited to instructor costs, training materials, examination fees, certification fees, equipment costs, and any other charges necessary to complete the training and obtain certification. Failure to identify the proposed training items and associated costs may result in the proposal being determined non-responsive.

Signature _____
Company Name _____
Date _____

Proposer to provide training and certification services to Hudson County Community College based on the scope of services provided.

***PLEASE PROVIDE ONE ORIGINAL AND TWO COPIES OF YOUR ENTIRE PROPOSAL. PLEASE INCLUDE A USB/ELECTRONIC VERSION WITH YOUR BID

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

References

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

Provide a list of 3 relevant clients and institutions of similar size and scope that your firm has serviced in the last five (5) years. Provide dates, scope of services provided, total cost of services. Please include the following: Name of agency, contact person's name, position, current telephone number and email address.