



Request for Proposals

RFP No: 22-11-7 TMS

TECHNOLOGY MANAGEMENT SERVICES

Proposal Due Date:

November 15, 2022

11:45 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:

Technology Management 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, 14th Floor
Jersey City, New Jersey 07306

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

Title: **Technology Management Services**

Proposal No. 22-11-7 TMS
Name and Address of the Respondent
Attention: Jeff Roberson, Jr.
Director of Contracts and Procurement
26 Journal Square, 14th Floor
Jersey City, New Jersey 07306

Due Date: **November 15, 2022**
Due Time: **11:45 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). 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
- Proposal setting forth price and services to be provided
- Business Registration Certificate
- 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 evidencing the above types and amounts of insurance 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

Contractor’s insurance shall be primary and non-contributory. Further, Contractor shall provide copies of all policies to HCCC upon HCCC’s request.

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.

This provision shall be part of the contract with the successful proposer.

11. INSURANCE; PROFESSIONAL LIABILITY – X Required Not Required

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

Professional Liability Insurance Certificate with the following limits:

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

Other insurance coverage required when providing medical services:

Medical Malpractice--\$1,000,000

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

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

12. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN AND IN BELARUS AND RUSSIA-

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

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

In addition, proposers must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

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

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

The Disclosure of Investment Activities in Belarus and Russia Form is to be completed, certified and submitted prior to the award of 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

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

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

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.

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 (preferably 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. The College reserves the right to award of contract for a term of up to 2 years. In the event that the College awards a contract for more than one (1) year, a) the College reserves the right to terminate the Agreement

following the first year, and b) the second year shall be subject to appropriation of the College of sufficient funds to meet the extended obligation.

- **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 terms to be considered and included in the Contract, as applicable:

- 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 provided 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. The proposer also agrees that the contents of its proposal shall be subject to OPRA and the College shall not be required to keep confidential any provision in said proposal.
- 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.

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

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.

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.

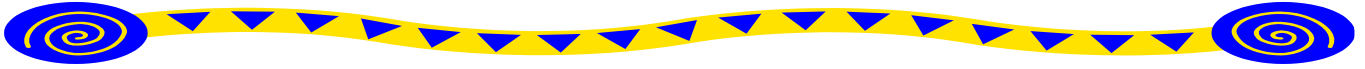
- After The Proposal Opening

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.



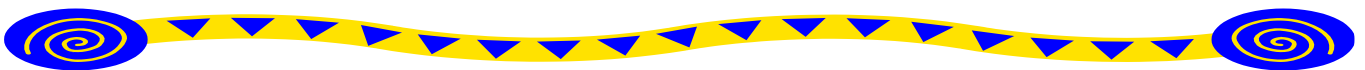
Request for Proposal

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.



ACKNOWLEDGEMENT OF ADDENDA

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

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

NO ADDENDA RECEIVED

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Title _____

To be completed, signed and returned with the proposal

AFFIRMATIVE ACTION QUESTIONNAIRE

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

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

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

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

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

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

Click on "AA 302 Employee Information Report"
Complete and submit the form with the appropriate payment to:

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

The complete mailing address may be found on the Instructions page of Form AA-302.
All fees for this application are to be paid directly to the State of New Jersey. A copy of the Employee Information Report and a copy of the check shall be submitted to the College prior to the execution or award of the contract.

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

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

City, State, Zip _____

HUDSON COUNTY COMMUNITY COLLEGE

To be completed, signed and returned with the proposal
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION/PROPOSAL TITLE _____
VENDOR/BIDDER NAME _____

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

Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

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

OR

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

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

Duration of Engagement _____
Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

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

Signature

Date

Print Name and Title

Version REV. 2.1 2021

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

To be completed, signed and returned with the proposal

Disclosure of Activities with Russia or Belarus

Part 1: Certification

Bidder Name:	
--------------	--

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Governor Phil Murphy signed legislation (S-1889/A-3090) that prohibits certain government dealings with businesses associated with Russia or Belarus, in response to Russia's invasion of Ukraine. The signing of this bipartisan legislation follows Governor Murphy's executive order requiring all state agencies to review their authority to suspend or revoke licenses, permits, registrations, and certifications of businesses that invest directly in companies owned or controlled by the Government of Russia, Belarus, or its instrumentalities.

"New Jersey cannot and will not stand idly by as a tin-pot dictator invades the free and independent nation of Ukraine," said Governor Murphy. "We are sending a strong message today to Vladimir Putin and his cronies in Belarus that their actions will not be tolerated. I am proud to have worked with Senator Sarlo, Assemblyman Schaer, and the Legislature to make certain that our state plays its part in ensuring that the exodus of businesses leaving Russia and Belarus continues. Our Administration stands with President Zelenskyy and the people of Ukraine in their valiant effort to fight back against Russia's illegitimate and brutal invasion."

Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of 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, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates does not invest directly in companies owned or controlled by the government of Russia, Belarus, or its instrumentalities. 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. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates does invest directly in companies owned or controlled by the government of Russia, Belarus, or its instrumentalities. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN RUSSIA, BELARUS, OR ITS INSTRUMENTALITIES. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Russia, Belarus, or its instrumentalities on additional sheets provided by you.

Part 3: Certification

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 *Essex County College* is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with *Essex County College* to notify the 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, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the *College* and that the College at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

To be completed, signed and returned with the proposal

NON-COLLUSION AFFIDAVIT

Technology Management Services

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. **(SKIPTO PART IV)**

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

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

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

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

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

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

Part IV Certification

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

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

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

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

Title of Proposal

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

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

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

Vendor Certifications

Direct/Indirect Interests

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

Gifts; Gratuities; Compensation

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

Vendor Certifications

I 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/).

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

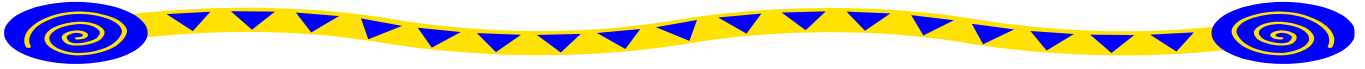
The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

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.



TECHNICAL SPECIFICATIONS



Hudson County Community College requires Managed Services for Enterprise Application Services. The responsible organization will provide entirely an Enterprise Application Services team to exclusively support the College's applications, including Ellucian Colleague, Recruit, Elevate, Business Objects, and their integrations with other College systems and third-party services. The responsibilities of the organization's leadership team include providing advice and consultation on the following information technology matters:

- information technology issues affecting higher education at in New Jersey and online;
- campus and community relationships involving faculty, staff, students, clinics, civic leaders, and citizen constituents;
- critical success factors influencing the College's competitive position;
- major challenges that affect teaching, learning, research, clinical practices and outreach;
- external reporting requirements for all regulatory authorities, financial and student information;
- legislative enactments that affect funding, student financial aid, privacy of personal information, and similar issues; and
- operating requirements of departments and new opportunities that can benefit from the cost-effective application of information technology.

The organization will provide an Director who will report to the College's designee, the Contract Administrator, and will participate in all meetings of HCCC's Executive Council involving IT related issues and as otherwise deemed appropriate by the Contract Administrator. The ED is the senior-most employee assigned to HCCC's campus. The obligations and functions described in this section are the obligations and functions of the organization and the ED. The ED has day-to-day leadership responsibility for overseeing the Provider's responsibilities under this agreement and will provide certain duties specified in the SOW as well.

Major high-level responsibilities of the organization include the following:

- Support the people who deliver and support the College's technology with an awareness of and sensitivity to the College's strong values and culture.
- Facilitate an operating and cultural environment which strives for excellence within the IT department and related HCCC technology functions, that incorporates effective best practices in both technology operations and "customer" service, where "customer" includes students, staff, faculty, alumni, administrators and other constituents of the College, or third parties which become involved with the College in support of the College's technology.
- Where possible, develop campus and community relationships involving faculty, staff, students, alumni, civic leaders, and citizen constituents for the advancement of the College's goals and objectives, and remain accessible and responsive to HCCC's constituencies.
- Abide by all relevant HCCC policies and require that such policies are followed by IT staff as well as by all institution's employees who provide support to the College.
- Deliver the high-level skills and expertise consistent with an experienced CIO.

Additional ED-specific leadership responsibilities include providing overarching guidance to all other Institution's staff assigned on a permanent or temporary basis at the HCCC's location and to the College's technology staff, as well as:

- Providing technology support for the HCCC's mission and vision, and the College's objectives and goals as specified in this SOW.
- Providing the deliverables, metrics and measurements specified in or to be developed pursuant to this SOW.
- Providing status reports in a mutually agreed upon manner to the Contract Administrator detailing progress to plan, pending issues and recommendations for action.

- Assisting the College in the creation and implementation of policies that promote the appropriate security of information technology resources.
- Supporting the College's data needs for external reporting requirements for financial, legal, personnel and student information.
- Responding to legislative enactments that affect funding, student financial aid, privacy of student information, and similar issues where technology is involved.
- Addressing relevant industry issues and making recommendations to implement technology changes.
- Serving as a technology advocate across the campus by promoting the use and support of innovative technologies.
- Providing realistic expectations and outcomes on the costs, benefits, schedules, and impact of technology projects.
- Overseeing the development, execution, and implementation of an effective Transition Plan in advance of the expiration of the contract term, and within the timeframes specified in this SOW, so as to provide a smooth transition from management by the organization to the College.
- Remaining available and accessible at least to the extent currently provided at contract signing to the College's faculty, staff, and students, in providing for the delivery of all services hereunder.
- Instructing the institution's employees assigned to the College's site to adhere to HCCC policies of conduct, as provided in the Agreement.

Administrative Applications Services

Summary Description

Administrative Applications Services apply to the Administrative Applications and support of HCCC administrators and staff in carrying out their respective service functions for institutional management and student services. These services provide the means to apply technology to administrative problems and provide ongoing technical and staff support for data and process operations.

Specific Service Description

Administrative Application Services provide for the support, maintenance, and operations of HCCC's administrative applications as follows below:

- Support, use, and maintain the mutually agreed upon advisory, planning and reporting structure for the Administrative Applications Environment.
- Participate in HCCC's Administrative Applications Environment governance process to provide input on the feasibility and effort involved in potential changes.
- Consult with the College and review project proposals to determine goals, timeframe, funding limitations, procedures for accomplishing administrative computing projects, staffing requirements, and allotment of resources.
- Support departmental staff and administration with the identification, evaluation, selection, support, and maintenance of administrative applications.
- Evaluate proposed information technology projects to assess adequacy of existing hardware and recommend purchase of new equipment and software as required.
- Assist with the evaluation of third-party software and hardware to determine usefulness, redundancy, and compatibility with existing technology.
- Support the maintenance of third-party contracts for administrative hardware and software and make recommendations to the Contract Administrator as appropriate.
- Develop software upgrade plans for administrative applications.
- Establish technical and implementation standards to promote the long-term, cost effective management and support of the Administrative Applications Environment.
- Use quality assurance methodologies covering test plans, change management, and problem management.
- Plan and use day-to-day policies and procedures to promote successful performance of

administrative computer applications operations.

- Support the College in establishing the administrative applications portion of the annual tactical plan. This plan will include all significant projects and initiatives affecting administrative applications and establish mutually agreeable priorities that guide service delivery.

Provider Responsibilities

- Provide for the project management of projects defined in the administrative applications annual tactical plan including:
 - o Developing and maintaining project plans, documenting progress, and providing monthly status reports.
 - o Working with HCCC to coordinate project activities.
 - o Preparing project status reports and keeping management and the College informed of project status and related issues.
- Perform systems analysis and problem-solving support to maintain normal operation of the administrative applications.
- Execute manually scheduled jobs within administrative applications and monitor an automated job scheduling system if one is installed.
- Perform Maintenance Services for the administrative applications environment as defined below:
 - o For the purposes of this Section (Administrative Application Services) "Maintenance Services" consist of changes to an administrative application required to correct defects or to preserve normal operations in a changing environment. Changes may be preventative or corrective. Corrective changes resolve defects in design or programming that prevent an administrative application from functioning as intended by the designers.
 - o Preventative changes are those that are required to preserve normal operations in the face of external changes, such as changes in underlying technology or changes required by third parties such as regulatory agencies. Changes not included in Maintenance Services include those that enhance functionality or adapt the application to discretionary changes in College business processes.
 - o The College acknowledges that the intent of Maintenance Services is to maintain administrative applications purchased or developed by the College and changes implemented by the Provider as part of Application Development services specified in this SOW. HCCC acknowledges that Maintenance Services are not intended to replace third-party or Ellucian software maintenance contracts.
- Provide system configuration and usage guidance for administrative applications.
- Support the configuration and testing of upgrades and changes to administrative applications.
- Support the use of ad hoc query and reporting software with administrative databases. This consists of consulting on the use, assisting with the configuration, and assistance with the resolution of problems with the ad hoc query and reporting software.
- Perform basic user training for administrative applications. Basic training consists of training on the basics of application usage and does not include training on how to perform specific business Processes.

HCCC Specific Responsibilities

HCCC will:

- Regularly review and approve updates and changes to the annual tactical plan.
- Complete testing activities in a test environment. Upon completion of testing activities, the College must sign off indicating readiness to move to the pre-production or production environments.
- Facilitate and support training logistics and scheduling for HCCC's departments.

- Provide subject matter experts to participate in the training program as needed to address the College's specific policy, procedure, and business process questions.
- Provide copies of HCCC documentation on current business processes for legacy computer systems.
- Make timely decisions based on HCCC's business processes, systems configurations, and any other required decisions requested by the Provider. Delay in the College's decisions or lack of communication of decisions may result in overall project delays for which the Provider will not be held responsible.
- Own, collect, and enter data for HCCC's application systems and perform user systems control responsibilities include entering data, verifying accuracy, correcting data errors, and controlling access.
- Provide access, response, and contact information for vendors or third parties as required.
- Define the functional requirements for changes including developing functional specifications.
- Perform acceptance testing and approve changes in a test environment prior to the migration of those changes to production.
- Create documentation for any modifications to functional procedures or processes.

Application Development

The Application Development portion of the Administrative Applications Services supports the need to enhance commercial Administrative Applications or develop new custom Administrative Applications to meet the unique institutional needs of the the College.

Application Development Services are in addition to any programming services provided to maintain the currency and normal operations of the Administrative Applications as provided for by Applications Management portion of the Administrative Applications Services in this SOW.

New custom Administrative Application development is expressly excluded from this support at this time. If the College wishes to have new custom Administrative Applications developed, a quote will be developed at that time for the support.

Due to the potential for unlimited Application Development services, the Provider and the College will use the following process to manage the workload and define mutually agreeable priorities and reasonable performance targets:

- HCCC initiates development requests and approves requests for preliminary review;
- The Provider performs preliminary review and advises the College on feasibility and anticipated level of effort;
- The College reviews outstanding development requests approves requests for development and determines priorities;
- The Provider schedules development in accordance with HCCC priorities; and
- As development proceeds through analysis and design, the Provider communicates target testing and completion dates based on the mutually agreed-to specifications.

Once work has begun on a development request changes to HCCC approved specifications or HCCC priorities may result in changes to target testing and completion dates.

Application Development consists of the following categories of activities:

- College-side conversion and implementation activities.
- Technical programming/analyst assistance specific to the supported Administrative Applications.

Full Software Lifecycle (consisting of Analysis, Design, Development, Testing, Support and Troubleshooting) support for enhancements and modifications specific to the Administrative Applications.

- Extraction of information stored in the Relational Database Management System consisting of formatted extracts and raw extracts.
- Various forms of reporting consisting of ad-hoc, reoccurring, and new user Job (Batch) Submission

style requests.

- Documentation of software enhancements, modifications, and reporting needs specific to the Administrative Applications.

Provider Responsibilities Specific to Application Development

- Communicate with the Provider's onsite staff and/or the College to document and obtain application specific requirements on the assigned tasks/projects and/or creating new functionality/enhancements.
- Design the solution to the College's business needs.
- Create the technical specifications based on HCCC provided functional specifications.
- Develop programming logic and code as necessary.
- Develop test plans for unit testing of the modifications.
- Provide for preliminary alpha/beta testing.
- Coordinate with the College to limit scope creep.
- Coordinate integration testing with site or College staff.
- Assist in developing documentation to any modifications to procedures or processes.

The Provider uses its standard practices for analyzing, programming, and enhancing the Administrative Applications. This includes, but is not limited to, applying changes to a development environment, testing Application modifications and conducting unit and integration level tests, and obtaining College signoff before migration to production.

Conditions of Service Specific to Application Development

Any development requests which are not reasonably understood or inferred to be included within the Scope of Services will be provided only on a time and materials basis at the Provider's then-current applicable rates, subject to agreement by the Provider based on the then-current availability of Provider personnel.

Database and Application Administration

The Provider will provide Database Administration ("DBA") and Application Administration for the Databases and Application Homes and environments covered under this SOW. These services include: Industry experienced specialists that are trained on appropriate Applications and software supported under this SOW. Based on the Provider's experience with systems used in higher education, the Provider's application resource team will provide technical support and administration so that the College's supported systems are operationally maintained. The Provider will:

- Install and configure Database environments for vendor-specific systems covered under this SOW.
- Install and configure baseline Application Home environments for vendor-specific systems covered under this SOW.
- Upgrade and patch Database Application Homes, associated Databases, and Database Instances for vendor-specific systems covered under this SOW.
- Upgrade and patch Application Homes and supported subsystems for vendor-specific systems covered under this SOW.
- Use its standard practices upgrade methodology, which includes the application of upgrades and patches in testing environments prior to migration to work-in-progress or production environments, as requested by the College and scheduled by the Provider staff in coordination with the Provider's onsite staff.

Perform Database system level security administration for the Database environments covered under this SOW.

- Perform Database and Application Home clones, system refreshes, or replications, for the supported environments covered under this SOW when necessary to facilitate implementation or other testing

activities based upon mutually agreed schedules. An automated cloning or refreshing process may be implemented using vendor-available technologies on a mutually agreed basis if requested by the College.

- Maintain exclusive access and control of "DBA" privileged or super-user level passwords, to include those software Application accounts that require such access, to Databases, Database Instances, and Applications covered under this SOW.
- Perform log review and analysis to determine the stability of the Databases and software application environments covered under this SOW.
- Provide Tier 2 Troubleshooting and Diagnostic Support for the Databases, Database Instances, and Database Homes covered under this SOW.
- Provide Tier 2 Troubleshooting and Diagnostic Support for the Applications, Application configurations, and Application Homes covered under this SOW.
- Provide typical and reasonable assistance with various issues that arise on a day-to-day basis requiring Database and Application administration knowledge and experience for the Applications covered under this SOW.
- Perform monitoring, tuning, and adjusting of Database, Database Instance, and Application parameters and configurations based on the specific vendor's recommendations, input from users, and response time sampling based on the Provider's industry standard practices for the Applications covered under this SOW.
- Communicate with third-party vendors or other Provider business units to resolve escalated issues as they arise for the Applications covered under this SOW.

General Conditions to Administrative Application Services.

In order for the Provider to provide the Application Management Services, HCCC will:

- Grant to the Provider's Application Management Services staff full, unrestricted, exclusive, administrator access to HCCC's Systems supported under this SOW.
- Communicate applicable hardware and Application software standards and procedures for usage of and access to HCCC's Systems supported under this SOW to participating students, faculty, staff and alumni.
- Provide timely notification (a minimum of 14 academic days) of upcoming events that will require Operating System, Database or Application system administration action. Large upgrade and installation projects and projects requiring end user testing and verification will require longer notification lead times, and the Provider will not be responsible for delays or failure to meet HCCC's expectations if adequate lead time is not provided.
- Be responsible for consulting with the Provider for projects to establish requisite lead times.
- Agree that they will assign an 8-hour weekly maintenance interval, during which time requested patches and other updates will be applied to HCCC's Systems.
- Agree to schedules for HCCC's Systems maintenance and known production requests for hardware and software supported under this SOW.
- Not require the installation of software on HCCC's Systems supported hereunder which software is not recommended by the Provider and not related to the provision of the Application Management Services provided by the Provider.
- Not change system, Application initialization, or other administrative settings after being set by the Provider.
- Permit to be installed by the Provider on HCCC's Systems supported hereunder, the Applications and other necessary components as reasonably determined by the Provider necessary to allow the Provider to perform its services hereunder, or as otherwise agreed to in the Agreement.

- Acquire necessary hardware and/or software as required by state or federal law to keep the College legal about licensed software or hardware used by HCCC and the College's staff and as used by the Provider for the exclusive purpose of supporting HCCC under this SOW defined herein.
- Pay for hardware and Application software and upgrades that are necessary to operate HCCC's Systems to remain compliant with software or hardware vendors' support.
- Permit and schedule required downtime for the Applications and underlying systems for upgrades and maintenance. The College will not require the Provider to perform systems maintenance to the production or non-production systems while end users, staff, faculty, or other users are using the supported systems.
- Name the Provider as an authorized contact to act on HCCC's behalf for hardware and Application software vendor maintenance contracts for the the College's Systems, Equipment and Applications.
- Provide for testing and/or non-production environments for the administration of the supported the College's Systems pursuant to this SOW.
- Provide additional hardware required for the management and administration of the systems and Applications as necessary pursuant to this SOW.
- Provide access to available hardware and software support channels by means of websites, login credentials, or as otherwise appropriate to research or troubleshoot identified issues and provide the Provider with an "hccc.edu" specific email address upon request.
- Not require software upgrades and patches to be applied more than two (2) times for given software Application Home, Database Home, Database Instance, Database, Operating System, or Server. Reasonable attempts will be made to accommodate in-progress activities, including implementation projects.
- Not require Operating System, Database, and Application patches which are not directly related to identified security or Application vulnerabilities to be applied until discussions between the Provider and the College and that have determined to affect the College's business needs. Upgrades and patches which are not required for the the College's typical and reasonable business needs will not be applied. Typically, patches will be applied with "point releases" which contain a rollup of previously released patches.
- Provide or bear the cost of customizations, code enhancements and system changes required to operate in the the College's environment to the extent not provided through this SOW.
- Provide an out-of-band (alternate) method of Server access (terminal server or KVM).
- Provide the necessary support resources that will be responsible for user functions, management and other Application required roles, for other Applications, roles, or job functions not explicitly supported under this SOW defined herein.

Cost Proposal:

Please provide the details of the services to be provided and the cost proposal for same. Please advise as to any exceptions taken in connection with the services to be provided.

Evaluation:

Evaluation: Determine the firm best suited to perform the necessary Technology Management Services for the College. The experience, reputation, size and availability of qualified staff, and cost will be considered.

The College reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers; and its decision will be final.

Proposals will be reviewed and a recommendation for award will be made to the Hudson County Community College Board of Trustees. The College reserves the right to award projects individually or grouped and may award to multiple firms.

All proposals must remain valid for a period of sixty days after the due date specified.

Other Information: Expenses for developing and presenting this proposal shall be the entire responsibility of the proposing firm and shall not be chargeable to Hudson County Community College. All supporting documentation and manuals submitted with this proposal will become the property of Hudson County Community College and shall be subject to disclosure pursuant to law, including New Jersey's Open Public Records Act.

To give the College latitude beyond having to hire the lowest bidders, the College's Board of Trustees reserves the right to weigh the product/service offered by the firm more heavily than the price to be paid.

The Board of Trustees reserves the right to waive any or all information, or to reject any or all proposals submitted if deemed to be in the best interest of the College.

PLEASE PROVIDE ONE ORIGINAL AND TWO COPIES OF YOUR ENTIRE PROPOSAL **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.

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