



Introduction:

Subject to the conditions set forth in this Request for Proposal, HCCC is requesting **sealed** Proposals for the following project:

Diversity and Inclusion Certificate Training for Faculty and Staff

Issued: 10/13/21

Deadline for Questions: 10/18/21

Response to Questions: 10/19/21

PROPOSAL DUE DATE: 10/26/21

Proposals Must Be Delivered to: Hudson County Community College
Purchasing Office
ATTN: Mr. Jeff Roberson Jr., MBA
26 Journal Square, 14th Floor
Jersey City, NJ 07306

Please direct questions to:

Mr. Jeff Roberson Jr., MBA
Director of Contracts and Procurement
Hudson County Community College
26 Journal Square, 14th Floor
Jersey City, NJ 07306
Telephone: 201-360-4054
Email: jrobersonjr@hccc.edu

Definitions

Except as otherwise specifically provided, definitions are set forth as follows:

HCCC— Refers to Hudson County Community College.

Request for Proposal (RFP) - Diversity and Inclusion Certificate Training for Faculty and Staff

Addenda — Refers to the written or graphic instruments issued by the HCCC Representative prior to the Proposal Deadline, which modifies or interprets the RFP by additions, deletions, clarifications, or corrections.

Proposer – Refers to the firm that is interested in and/or responds to the RFP.

Proposal - Refers to all documents that the Proposer must submit to the HCCC Representative prior to the Proposal Deadline.

Proposal Deadline - Refers to the time and date indicated in the RFP as the latest date and time that a Proposal will be accepted.

Contract – Refers to the final agreement reached between the successful Proposer and HCCC.

Contractor - The Term Contractor shall mean the successful Proposer awarded the Contract.

Subcontractor — The term Subcontractor shall mean any individual, company, or corporation to whom the Contractor assigns any part of the Contract.

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1. Request for Proposal

Hudson County Community College's (HCCC) Division of Finance is formally requesting a proposal for a Diversity, Equity and Inclusion Certificate training for Staff and Faculty.

2. General Background

Hudson County Community College is a public, comprehensive urban community college committed to offering high-quality programs that are affordable, accessible and community-centered. Hudson County Community College, is comprised of three campuses located just minutes from Manhattan in Jersey City, Union City, and Secaucus, New Jersey. The Journal Square campus sits in the center of Jersey City, next to a major PATH station and transportation hub, while the North Hudson Campus in Union City sits adjacent to a vital light rail station. The Secaucus campus has abundant parking.

Fully accredited by the Middle States Commission on Higher Education, the College offers courses and programs in a wide variety of disciplines to the people and businesses of Hudson County, one of the most historic and ethnically diverse areas of the United States.

The College services the residents and businesses of Hudson County, one of the most densely populated and ethnically diverse areas of America. Our student body reflects the makeup of Hudson County with slightly more than 50% being of Hispanic heritage, about 16% African-American, 11% White, 8% Asian-American/Pacific Islander and 15% Other. More than one-third of HCCC students were born outside of the United States and have reported nearly 105 different countries as their places of birth. Sixty percent of the College's student body are women.

3. Purpose

Hudson County Community College is seeking a vendor to provide virtual diversity and inclusion training modules for faculty and staff that lead to obtaining certificates or comparable credentials.

4. (Scope of Work)

Hudson County Community College is proud to serve one of the most ethnically and racially diverse areas in the nation, including Jersey City, which has been recognized as the most diverse city in the United States. Our commitment to embracing and celebrating our differences while recognizing and building on our commonalities is the foundation of our engaged and inclusive community. Our shared experiences inspire and inform our commitment to ensuring all community members are served with inclusive, high-quality educational programs that promote student success and upward social and economic mobility.

The project's scope includes asynchronous virtual training modules that provide a high-quality Diversity and Inclusion certificate or comparable credential focusing on the concepts of diversity, equity, inclusion, engagement, unconscious bias, and belonging for employees. This training shall be inclusive of federal and state compliance regulations and best practices models in Higher Education.

Critical features of the desired program proposal should include:

- Four separate cohort training modules for groups of 25-35 HCCC faculty and staff members, for an estimate of 140 total employees to be trained and certified;
- Guidelines on responsibilities and best practices related to the infusion and sustainability of diversity, equity, and inclusion concepts into the organizational culture, the workplace, and the learning environment;
- Provision of comprehensive virtual training to college employees, with the opportunity to review diversity, equity and inclusion concepts and best practice models, the chance to interact with other students in the cohort, and to provide a forum for questions and answers related to responsibilities outlined above, in line with the College's Mission, Vision, and Values;
- Guidelines and best practices and resources for employees who completed for the program with a view of sustainability;
- Access to and the ability to use, publish and reference training materials, including but not limited to digital hyperlinks to the training and reference documents and guidelines, as these may be updated from time to time; and
- Upon completion of the program, participants would receive a Diversity and Inclusion Certificate or equivalent credential.

5. PROPOSAL REQUIREMENTS

Proposals must be organized in the following format:

Title page

Staff qualifications

Firm's qualifications

Diversity and Inclusion Training experience

Financial Stability

References

Contractor Information Form Acknowledgement of Addenda Conflict of Interest Statement

Ethics Statement

Bid/Proposal affidavit

Other

Failure to include all the documents may render the proposal non-responsive and the offer may be rejected.

1. TITLE PAGE

The title page must be on company letterhead and should include the name and address of the firm submitting the proposal, a contact person at the firm, including email address and telephone number, for the proposal, and the date of submission. The page should also state the RFP title.

2. STAFF QUALIFICATIONS

Identify and provide detailed resumes for all consultants who will work on the contract. Information for each person shall include their educational background, certifications, and work experience.

3. FIRM'S QUALIFICATIONS

All services furnished under this contract shall be from Diversity, Equity and Inclusion Educational/Training firms that have been in business for at least five (3) years, and must be currently licensed and insured in the area where the work is to be performed. Failure to provide such proof may result in the firm being determined to be non-responsive and not eligible for award.

Provide detailed information about the following items relating to the firm's qualifications and relevant experience, including, but not limited to the following:

1. Provide a company overview, including size, revenue, services provided, and business outlook. Provide information about the length of time the firm has been providing Title IX and Sexual Harassment Training services, as well as any other services that may be provided by the firm.
2. Provide information about the number and size of higher education institutions who have utilized the Title IX and Sexual Harassment Training services of the firm in the past three (3) years. Detail the number of institutions that are public, private, four-year and two-year. At least two (2) higher education clients in the past three (3) years is a minimum qualification to be considered for this solicitation.
3. Is there any pending litigation against your firm? If so, please describe.
4. Are there any significant changes expected in your firm's client base or company operations that would affect your firm's ability to provide services to the College?

4. FINANCIAL STABILITY

Proposers shall submit graphic, narrative, and documentary material to clearly demonstrate qualifications, financial responsibility, and performance capability of the firm. Proposers shall disclose if the firm has ever filed for bankruptcy, and if applicable, provide information as to the date of the filing, the type of filing, and the resolution. Provide independently audited, reviewed or compiled financial statements for the three most recent complete fiscal years. All statements provided in this section must be current. "Upon Request" is not a satisfactory answer.

5. REFERENCES

Personnel of the College may contact references listed in the Technical Proposal, as well as other sources referred to them in the course of the evaluation. References will be questioned about such items as the Proposer's overall performance, organization, cooperation, timeliness, and quality of support. The Proposer shall insure that contact information is current. Use the reference form provided in this section.

2.0 ADDITIONAL DOCUMENTATION

In addition to any information and documentation asked to be submitted above, proposers should also fill out and provide the following within the time required by law:

Statement of Ownership Disclosure (form provided)

Affidavit Regarding List of Debarred, Suspended or Disqualification Proposers
(form provided)

Non-Collusion Affidavit (form provided)

Certificate of Equal Opportunity (form provided)

Affirmative Action Questionnaire (form provided)

Business Registration (must be provided prior to award)

Disclosure of Investment Activities in Iran (form provided)

1. STATEMENT OF OWNERSHIP DISCLOSURE

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 Proposal and proposal submissions. Failure to submit the required information is cause for automatic rejection of the Proposal or proposal.

Name of Organization:

Organization Address:

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

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

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 Proposer 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 Title IX and Sexual Harassment Training(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.**

Title IX and Sexual Harassment Training (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 Proposer/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 Hudson County Community College*** to notify the ***Hudson County Community College*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Hudson County Community College*** to declare any contract(s) resulting from this certification void and unenforceable.

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

2. AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED PROPOSERS

AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED PROPOSERS

STATE OF NEW JERSEY/_____
Specify, of Other

COUNTY OF _____

I, _____, of the (City, Town, Borough) of _____ State of _____, of full age, being duly sworn according to law on my oath depose and say that:

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

Name of Contractor

By:

(Signature of Authorized Representative)

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

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

3. NON- COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY/ _____
Specify, of Other

COUNTY OF _____

I, _____, of the (City, Town, Borough) of _____ State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the Proposer making the Proposal for the above named Projects, and that I executed the said Proposal with full authority to do so; that said Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive procurement in connection with the above named Project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said Project.

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 or bona fide established commercial or selling agencies maintained by _____.
Name of Contractor

(N.J.S.A. 52:34-15)

By: _____
(Signature of Authorized Representative)

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

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

4. CERTIFICATE OF EQUAL OPPORTUNITY

CERTIFICATE OF EQUAL OPPORTUNITY

Name of Proposer

Project No.

INSTRUCTIONS

This certification is required pursuant to executive order 11246, Part II, 203(B), (30 C.F.R. 12319-25). Each Proposer is required to state in its Proposal whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable filing requirements.

CONTRACTOR'S CERTIFICATE

Contractor's

Name:

Address:

1. Proposer has participated in previous contract or subcontract subject to the equal opportunity clause. Yes _____ No _____
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes _____ No _____
If Yes, state what reports were filed and with what agency.
3. Proposer has filed all compliance reports due under applicable instructions. Yes _____ No _____
4. If answer to Item 3 is "No", please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001.)

(Name and Title of Signer - Please Type)

Date:

(Signature)

5. AFFIRMATIVE ACTION QUESTIONNAIRE

AFFIRMATIVE ACTION QUESTIONNAIRE

The following question must be answered by all prospective contractors.

Do you have a Federal Letter of Affirmative Action Plan Approval from the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP)?

YES _____

NO _____

If yes, please submit a photo static copy of such approval. This letter cannot be more than one year old from the date of instance.

If no, the prospective Contractor may still Proposal on the Project as long as the question is answered.

PROPOSER'S NAME (PRINT)

PROPOSER (SIGNATURE)

6. HUDSON COUNTY COMMUNITY COLLEGE DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

HUDSONCOUNTY COMMUNITY COLLEGE DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Name of Proposer:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a Proposal or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Hudson County Community College ("College") finds a person or entity to be in violation of the principles which are the subject of this law, they 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to Proposal/renew:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

OR

- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the District under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2:
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT
ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the Proposal person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____ Relationship to Proposer/Offeror: _____
Description of Activities: _____ _____
Duration of Engagement: _____ Anticipated Cessation Date: _____
Proposer/Offeror Contact Name: _____ Contact Phone Number: _____

Disclosure of Investment Activities in Iran (*continued*)

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 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 the College to notify the College 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): _____ Signature:

Title: _____ Date:

EXHIBIT A

EXHIBIT A: 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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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.

EXHIBIT A *(Cont.)*

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 Title IX and Sexual Harassment Training at: [http:// www.state.nj.us/treasury/contract_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

3.0 PRICE PROPOSAL

If you charge by the hour for professional services, provide a rate schedule, or range of hourly rates we could expect. Specify whether or not those rates include travel.

Respondent's Organization Name – Provide the Respondent's Organization Name.

Role/Position Title if Individual - List role/position title of each role/position title from your organization that would be responsible for work on the project.

Hourly Rate - Is the hourly dollar amount that may be invoiced by role/position title.

Exhibit 1 (Table 2) – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

Proposer's Name		
Role of Individual/Position Title	Hourly Rate	# of Attendees
Include additional explanation of costs and list assumptions that could influence the cost of change request pricing.		
List explanations and assumptions here;		

1. INFORMATION TO BE INCLUDED IN THE PRICE PROPOSAL

The price proposal shall provide the total project cost. Additionally, provide detailed line item costs for the different components and phases of the project. All hourly rates and fees, charges, and costs shall be clearly stated.

It should be noted that the College will not reimburse for travel, meals, lodging, etc. All reimbursable must be incorporated into the billable rate.

2. Code of Conduct and Fair Competition

It is the responsibility of the Proposer to notify the HCCC Representatives in writing of any possible conflict of interest as set forth below. HCCC will investigate the matter and determine if an actual conflict of interest exists.

A conflict of interest arises when a HCCC employee, officer or agent involved in the RFP process or Contract has a financial or any other interest in a Proposer. If a conflict of interest exists, the Proposer may not submit a Proposal.

HCCC employees, officers and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from Proposers, Contractors, or parties to sub-agreements. Any such actions must be reported to the HCCC Representatives immediately.

HCCC reserves the right to cancel the award if, in its sole discretion, it determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. HCCC's determination regarding any questions of conflict of interest shall be final.

3. Compliance with Federal, State and Local Laws

Proposer warrants in submitting a Proposal and in the performance of an award as a result of the Proposal, that Proposer has complied with, or will comply with, all applicable federal, state, College, and local laws, ordinances and all lawful orders, rules and regulations hereunder. The Proposer, by submitting the Proposal or performance that results from an award by HCCC, agrees not to discriminate against any employee or applicant based on an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) and disability, and otherwise as required or permitted by law. Proposer further agrees that any sub-contract will contain a provision requiring non-discrimination in employment as specified above. Any breach of this provision may be regarded as material breach of contract and cause for cancellation.

4. Limitation of Liability

HCCC makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, timely, or that such information accurately represents the conditions that would be encountered in pursuing the work or at the site(s) of work now or in the future. The furnishing of such information by HCCC shall neither create nor be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its Proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold HCCC liable or responsible therefore in any manner whatsoever. Accordingly, nothing

contained herein and no representation, statement or promise, of HCCC, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this Request for Proposal and that it shall not hold HCCC liable or responsible therefore in any manner whatsoever.

Neither the Trustees of HCCC, nor any officer, agent, or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a response hereto or otherwise.

5. Qualification of Proposer

Proposer must possess the ability to perform successfully under the terms and conditions set forth in the RFP. Consideration shall be given to such matters as Proposer's integrity; record of past performance; and financial and technical resources.

HCCC shall make such investigations as deemed necessary to determine the ability of a Proposer to provide the required services.

HCCC reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy HCCC that said Proposer is properly qualified to carry out the obligations required by the RFP.

Submission of Proposals

6. Preparation of Proposal

By submission of its Proposal, the Proposer agrees that the Proposal is predicated upon the acceptance of all the terms and conditions stated in the Request for Proposal, unless specifically excluded by the Proposer in its Proposal. Part or all of the RFP and the successful Proposal may be incorporated into the Contract. Each Proposer shall furnish the information and documents required by the RFP. Failure to submit all required information may deem a Proposal as non-responsive.

HCCC is exempt from Federal Excise Taxes and is also exempt from New Jersey State and local sales or use taxes. All costs associated with the Contract must be stated in U.S. currency. By submitting a Proposal, Proposer certifies that the prices proposed have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Proposer or competitor. Proposers are cautioned to write all descriptions and prices clearly so there is no doubt as to the intent and scope of the Proposal.

A person who is legally authorized to bind Proposer to a Contract shall sign the Proposal. The person signing the Proposal shall initial erasures or other changes.

Unnecessarily elaborate Proposals beyond what is sufficient to present a complete and effective Proposal are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive paper and bindings are neither necessary nor desired. The cost incurred for the preparation of the Proposal is the sole responsibility of the Proposer. HCCC does not assume any liability for any pre-contract activity and/or cost incurred by Proposers responding to this RFP.

Proposal information is not considered confidential or proprietary. Trade secrets and other proprietary data contained in Proposals may be held confidential if the Proposer requests, in writing, that HCCC does so, and if HCCC agrees, in writing, to do so and the law categorizes such information as confidential. Material considered confidential by the Proposer must be clearly identified. Such confidential/proprietary information must be easily separable from the non-confidential sections of the Proposal. Marking the entire Proposal as proprietary will be neither accepted nor honored. Notwithstanding any of the foregoing, HCCC reserves the right to use any of the ideas presented in any reply, Proposal, discussion, negotiations or presentation related to the RFP.

If a Proposer intends to use subcontractor(s), the Proposer must identify in its Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

7. Communications Regarding the RFP

Requests for clarification and interpretations of the RFP must be made in writing during the period of September 15, 2021 through September 20, 2021. All questions regarding the RFP shall be directed to the HCCC Representatives in writing or by e-mail. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP. The HCCC Representatives will make that decision.

The HCCC Representatives shall make clarifications, interpretations, corrections, and changes to the RFP by written Addenda as specified below.

8. Addenda to RFP

Addenda to the RFP will be issued in writing and will be communicated to all Proposers by e-mail and shall become part of the RFP. If the RFP is amended, all terms and conditions that are not modified by the Addenda remain unchanged and in effect as written. If an addendum is issued after Proposals have been received and/or after a short list has been developed, the addendum may be provided only to those who submitted Proposals or only to those on the short list, in the sole discretion of HCCC.

Each Proposer shall be responsible for making sure it has received all issued Addenda prior to submitting a Proposal. **Addenda, if issued, will be issued seven days (holidays and weekends excepted) prior to the date scheduled for the receipt of proposals.** HCCC reserves the right to change the RFP schedule and to issue addenda. HCCC also reserves the right to cancel, reissue, or to make corrections or amendments to the RFP due to errors or changes identified by HCCC or suggested by a Proposer, and to otherwise modify the terms of the RFP at any time in its sole discretion.

9. Submission of Proposals

Proposals are to be received in the designated office on or before the date and time specified as the Proposal Deadline in the RFP. **Oral, telephone or telegraph, email or facsimile Proposals will not be considered.** If a Proposal is sent by mail, Proposer assumes full responsibility in assuring that its Proposal is received by the Proposal Deadline.

Proposals shall be submitted in a sealed envelope or package as follows:

- 1 Addressed to the address specified on the cover page of this RFP,
- 2 Show the Proposal Name, "**Title IX and Sexual Harassment Training**",
- 3 Give the Proposer's name, primary contacts address, and
- 4 Show the date and time of the Proposal Deadline as specified in this RFP

HCCC, or any HCCC representatives, officers, or employees, will not be held responsible for the pre-opening of, post-opening of, or the failure to open a Proposal not properly addressed and identified.

10. Alternate or Substitute Proposals

Alternate or substitute Proposals must comply with the terms and conditions of the RFP and must contain all required documents as specified in the RFP.

HCCC is seeking Proposals that meet its **minimum** requirements as outlined in the Scope of Work. If more than one method of meeting these requirements is proposed, each should be labeled primary, secondary, etc., submitted separately, and they will be evaluated in the specific priorities.

11. Late Submissions, Modifications, and Withdrawals of Proposals

Late Proposals: Proposals received after the specified Proposal Deadline will not be considered and shall be returned to the Proposer unopened.

Proposal Modifications: Prior to the Proposal Deadline, a submitted Proposal may be modified by written notice, signed by a duly authorized person on behalf of the Proposer, to the HCCC Representative. The written notice shall be worded as not to reveal the amount of the original Proposal.

Proposal Modifications must contain all required documents as specified in the RFP. Failure to submit all required information can deem the Proposal Modification as non-compliant and the contents of the Proposal Modification will not be considered.

A previously submitted Proposal will not be returned, unless written notice, signed by a duly authorized person, from the Proposing Company is received by the HCCC Representative.

Proposal Withdrawal Notifications: Prior to the Proposal Deadline, a submitted Proposal may be withdrawn by written notice to the HCCC Representative up until the Proposal Deadline. Written requests to withdraw must be signed by a duly authorized person on behalf of the Proposer and shall not reveal the amount of the Proposal. Proposals may not be modified, or withdrawn after the Proposal Deadline.

A withdrawn Proposal may be resubmitted prior to the Proposal Deadline. All resubmitted Proposals must fully comply with the RFP. HCCC will only consider the latest version of the Proposal.

12. DEBARMENT, SUSPENSION, OR DISQUALIFICATION – N.J.A.C. 17:19-4.1

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) or the Federal System for Award – SAM.gov All proposers are required to submit a sworn statement indicating whether or not the proposer is, at the time of the proposal, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List –Excluded Parties List System, through the System for Award Management portal –SAM.gov.

13. OWNERSHIP DISCLOSURES REQUIRED

Pursuant to P.L. 1977, N.J.S.A. 52:25-24.2, the Proposer shall submit with its proposal, or prior to receipt of proposals, a statement setting forth the names and addresses of all stockholders or owners in the corporation, partnership, or other business entity proposing 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 Proposer shall submit further disclosures for such entity pursuant to the law. A form of Ownership/Stockholder Disclosure is included herewith.

14. NON-COLLUSION AFFIDAVIT

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

15. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

16. ANTI-DISCRIMINATION PROVISIONS

The following provisions will be inserted into the Contract.

N.J.S.A. 10:2-1. Antidiscrimination provisions.

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing or any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or

subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

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

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

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

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

17. INDEMNIFICATION

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

18. NEW JERSEY PAY-TO-PLAY REQUIREMENTS

Annual Disclosure

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

Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

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

Contractors are required to comply with the following:

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

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

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

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

For purposes herein, "affiliate" shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. N.J.S.A. 52:32-44(g)(3).

20. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c.25, any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed herewith and attest, under penalty of perjury, that the person or entity, or one of the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a

person or entity engaging in investment activities in Iran. If the College finds a person or entity to be in violation of the principles which are the subject of this law, they 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 person or entity.

21. RECORD MAINTENANCE

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

22. TERMINATION

- a. The College shall be able to terminate this Contract for any reason upon providing written notice to Contractor.
- b. The College shall be able to terminate this Contract immediately upon written notice to the Contractor in the event of any breach of contract by the Contractor. The College is not required to provide an opportunity to cure the default.
- c. In the event of termination, the Contractor, as its sole remedy shall be entitled to recover for services actually provided, subject to any defense the College may have. The Contractor waives any claims for any other types of damages, including, without limitation, special, consequential, and/or punitive damages.

23. INSURANCE

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

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

which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Automobile Liability policy.

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

24. FORM OF CONTRACT

Contracts will be let on the College's Form of Agreement between College and Contractor, including supplementary terms and conditions, if any, which will incorporate all terms and conditions of these proposal specifications and all legal requirements applicable to the College and the work performed by the successful proposer.

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