



REQUEST FOR PROPOSALS (RFP)
Management of Security Services
RFP No. 21-11-01

I. GENERAL

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

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

JOURNAL SQUARE (JERSEY CITY, NJ)

BUILDINGS

70 SIP AVE.
81-87 SIP AVENUE
2 ENOS PLACE
119 NEWKIRK
STREET
161 NEWKIRK ST
162/168 SIP AVENUE
162 SIP AVE. PARKING LOT
870 BERGEN AVENUE
870 BERGEN AVE. PARKING LOT
1 PATH PLAZA (WECOMECENTER)
65-79 SIP AVENUE (LIBRARY AND ACADEMIC BUILDING)

NORTH HUDSON HIGHER EDUCATION CENTER (UNION CITY, NJ)

BUILDINGS

4800 KENNEDY BLVD. WEST

SPECIAL EVENTS:

COMMENCEMENT
REGISTRATION
SPECIAL EVENTS
BOOKSTORE
STUDENTS' I.D.
SYSTEM

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

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

HUDSON COUNTY COMMUNITY COLLEGE

HOLIDAYS

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

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

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

Note: Security Service on a reduced sea/e will be required on the above holidays.

SHIFT HOURS

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

The maximum tour length for any officer shall not exceed 12 hours in 24 hours periods. This includes hours spent on any other contract. During instances of forced overtime, officers shall continue to conduct all required duties until properly relieved. Security Officers shall be provided an off-duty rest period of no less than 8 hours between shifts. Overtime shall not be permitted without the prior written authorization from HCCC, and contractor hereby waives any claim for overtime for which prior written authorization was not obtained.

UNION JURISDICTION

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

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

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

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

Sick Leave*****
40 hours Paid Time Off
* Employees working 30 hours per week or more are eligible for the health fund.
** Hourly rates assume FT workers with 40 hours per week and 52 weeks per year.
***Employees who work 30 or more hours per week during the academic year (exclusive of winter and spring break) shall receive vacation with pay in accordance with the Zone 1 Agreement.
****All employees regularly scheduled to work on paid holidays, but who do not work due to their worksite being closed, will be paid 8 hours regular straight time pay. All other holidays are paid time and a half if worked.
*****Sick leave is separate and in addition to vacation.

LOCATION OF WORK

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

HUDSON COUNTY COMMUNITY COLLEGE

BUILDING CHARACTERISTICS

(I) JERSEY CITY

<u>Address</u>	<u>Name</u>	<u>No. of Floor</u>	<u>Description</u>
119 Newkirk St.	Other College Services	2 floors & Basement	Classrooms, Offices.
870 Bergen Ave.	Cundari Center	3 floors Basement	Classrooms, Offices Computer labs,
2 Enos Place	Other College Services	2 floors Basement	Classrooms, Offices Computer labs, Testing & Assessment Center
1 Path Plaza	Welcome Center	2 floors Basement	Computer lab
161 Newkirk St.	Culinary Arts institute	5 floors	Kitchen, Classrooms Offices, Dining Room
162 - 168 Sip Ave.	Science & Technology Ctr.	2 floor Basement	Laboratories. Classrooms, Offices
70 Sip Ave.	Other College Services	4 floors & Basement	Bursar, Admissions & Records, Fin. Aid., Cont. ED., Info. Tech., President's Office , Academic Affairs, Student Affairs
81- 87 Sip Ave.	Other College Services	2 floors & Basement	Classrooms, Offices.
26 Journal Square	Midlantic Building	1 floor	14 th floor Administrative Offices
81- 87 Sip Ave.	Library and Academic Bldg	6 floors & Basement	Library, Classrooms, Computer Labs, Coffee Bar

(II) UNION CITY

4800 Kennedy Blvd	North Hudson Higher Education Center	7 Floors	Classrooms Computer labs, Offices Bookstore
-------------------	--------------------------------------	----------	--

II. SECURITY SERVICES

1. SECURITY SERVICES REQUIRED

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

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

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

HUDSON COUNTY COMMUNITY COLLEGE

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

- A. Each potential College security guard must be sent to the College's Director of Security or duly appointed designee for an acceptance interview before assignment to the College. The Director of Security or duly appointed designee is empowered to reject or accept a potential assignee without stating a reason.
- B. The Contractor must ensure that all personnel who are accepted as college security be accepted by the Director of Security or duly appointed designee
- (i) Will be drug screened before the assignment, and a copy of the laboratory results must be sent to the Director of Security before appointment to the College.
 - (ii) Will be in full compliance with the New Jersey S.O.R.A. Act and possession of S.O.R.A. License. A copy of the said license must be provided to the Director of Security before assignment.
 - (iii) Must provide a copy of each of the following: G.E.D./High School Diploma, driver's license (Shuttle drivers & Vehicle patrol only), Security Officer Basic Course Training Program, to include report writing, emergency situation, fire safety, bomb threats, parking, and enforcement, the Roll! of Security or other educational certification. Certification must be provided to the college Director of Security before assignment. The Director of Security or duly appointed designee is hereby empowered to waive these requests to meet the needs of the Security Department.
 - (iv) Will be fully outfitted with the uniform requirements as stated in the Contract. The style quality and quantity will be checked and inspected by the Director of Security or duly appointed designee before assignment. Any officer sent to the College without the required inventory issued to them will be disqualified from working at the College.
 - (v) If at any time a posted officer is deemed to be unacceptable to represent HCCC, the Security Officer Provider will supply a suitable replacement within 4 hours of notification.
- C. Any expenses involved in meeting the requirements stated hereinabove are to be completed by the Contractor and are not billable to the College. It is expected that the Contractor will obtain the necessary written authorizations from potential college security to submit the information requested by the College and fully indemnify the College from all claims, costs, penalties, suits, etc., arising from such submission.

3 UNIFORMS

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

- One parka (winter) - ¾ length, insulated with hood and company badge
- **One** hat (winter) - standard uniform with badge (trooper type insulated with earflaps)
- **One** plastic raincoat with hood- (**word-Security** in bold letters on the back)
- **One** sweater (winter) with arm badge (Navy Blue)
- Six pairs of fitted pants once a year (Navy Blue w/ light blue stripe) for Officers, Supervisors, Dispatchers, and Captains (Navy Blue w/ gold Stripe). 70 Sip Avenue & Culinary posts get Grey Pants.
- 12 Shirts (6 Summer Short Sleeve & 6 Winter Long Sleeve), fitted with a badge. White for Supervisors, Culinary, and 70 Sip Avenue posts. Navy Blue for Security Officers.
- Two ties - Black for Security Officers, multicolored style for, Dispatchers, Culinary & 70 Sip Avenue Posts.
- Two blazers - Supervisors, Dispatchers, Captains, Culinary & 70 Sip Avenue posts in navy blue.
- One silver-plated badge with identifying number (Gold for Supervisors and Captain)
- **One** name tag with name engraved on bright silver metal (Gold for Supervisors and Captain)
- One cap summer/ lightweight with badge
- **One** photo I.D. with company name and officer's name
- **One** silver-plated whistle (gold for Captain and supervisors)
- Two black belts
- Two pairs of black leather shoes to be issued yearly
- One pair of winter Insulated Waterproof boots to be issued yearly

HUDSON COUNTY COMMUNITY COLLEGE

4. DUTIES OF A SECURITY GUARD

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

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

5. MANAGEMENT AND SUPERVISION

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

6. QUALIFICATION OF EMPLOYEES

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

HUDSON COUNTY COMMUNITY COLLEGE

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

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

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

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

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

7. GRATUITES AND LOST AND FOUND

No personnel employed in performing the guard service shall solicit or accept gratuities, for any reason whatsoever, from faculty, staff, students or visitors, or other persons at the worksite. Any articles found by the Contractor's employees shall be reported to and handed over to the Director of Security or Security Coordinators immediately for appropriate handling. Such items are to be tagged with information specifying the date, the time, building, room number, and the name of the individual who found the item (s), and this information is inserted in the lost and found log. The Contractor shall instruct its employees in the provision of this clause.

8. TRAINING

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

HUDSON COUNTY COMMUNITY COLLEGE

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

9. CONDUCT OF CONTRACTOR'S EMPLOYEES

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

- F. The Contractor's employees are not allowed to smoke in any college buildings, college vehicles, and in plain view of the college community.
- G. At no time should any Contractor employees be sarcastic, harass, abuse, lecture, or use profane language toward anyone they may deal with in an official capacity. The Contractor employees must remain impartial, courteous, and act professionally.
- H. Security Officers will not report for duty smelling alcohol or under the influence of intoxicating beverages or illegal drugs. Further, such items like alcohol, including beer and wine, must not be brought on to the college campus at any time.
- I. The Contractor must warn its employees that weapons of all kinds, including but not limited to, guns, knives, billy sticks, handcuff, mace, brass knuckles, fireworks, explosives, and any projectile device as well as any martial arts devices or any instrument or material that can be used to inflict bodily harm on an individual or damage to a building are not permitted on college property.
- J. The Contractor must inform its employees that it is the policy of HCCC to prohibit sexual harassment of any kind. Any such violation must be promptly reported to the College's Director of Human Resources, the College's Affirmative Action Officer, Director of Security, or duly appointed designee.

10. CONTRACTOR CONFORMANCE WITH SAFE PRACTICE

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

11. ACCIDENT, INCIDENT REPORTS

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

HUDSON COUNTY COMMUNITY COLLEGE

III - SPECIFICATIONS - CONTRACT PROVISIONS

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

ARTICLE 1 - GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 - CONTRACTOR'S RESPONSIBILITIES

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

HUDSON COUNTY COMMUNITY COLLEGE

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

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

HUDSON COUNTY COMMUNITY COLLEGE

2.17.4.2. Changes may be temporary; therefore, when reporting for duty, each Security Officer is responsible for checking pass-on logs and learning of the change and must be alert for such changes, which may be communicated verbally or in writing.

2.17.4.3. If at any point the Security Officer Provider does not understand a change, whether it is temporary or permanent, the Security Officer Provider shall immediately contact the HCCC Security Director.

2.17.5. Copies of the Security Officer Manual shall be made available for:

2.17.5.1. The HCCC Director of Security

2.17.5.2. The HCCC Security Coordinators

2.17.5.3. Each Security Officer post

2.17.5.4. The Security Officer Provider

2.17.5.5. The Shift Supervisors

2.18. Contractor Organization and Facilities

2.18.1. The Contractor must provide a staffed 24 hours office and telephone (not on College premise) to which urgent matters could be handled. This includes the immediate response to fire and burglar alarms notification from local Fire/Police Departments and monitoring stations/services.

ARTICLE 3. - COLLEGE RIGHTS AND RESPONSIBILITIES

3. 1. Should any misunderstanding arise over quantity or quality of work, the material of equipment required as defined or shown in these specifications, the decision of the Director of Security as to correct interpretation of specification will be final and conclusive.

3.2. The Director of Security or duly appointed designee will give all instructions needed to afford due and full effect to any of the provisions of these specifications. All security equipment and workmanship will be subject to Security inspection and approval at all times. Whenever imperfect or unsuitable work is discovered, it will be the Director of Security's duty to condemn it. Such condemned equipment must be immediately removed and properly replaced by the Contractor.

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

ARTICLE 4. – CONTRACT AWARD, TIME AND DURATION

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

- 4.1. Proposals shall be judged on the following criteria:
- 4.1.1. Meeting all the RFP requirements.
 - 4.1.2. The experience of the proposer in providing Security Services in Hudson County and to public entities in New Jersey.
 - 4.1.3. Reasonableness and adequacy of the man-hour declarations for each type of service specified.
 - 4.1.4. The proposer's past performance in similar jobs.
 - 4.1.5. Price.
 - 4.1.6. The contract shall be awarded to proposer whose proposal is determined by the College to be in the best interests of the College, price and other factors considered.

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

ARTICLE 5. - TERMINATION OF CONTRACT

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

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

ARTICLE 6. - COMPENSATION

- 6.1 Payment to the Contractor for services satisfactorily performed will be made monthly, after the services have been rendered, generally within 90 days of an approved invoice.
- 6.2 The Contractor agrees to accept as full compensation for the performance of the work required by this Contract an amount equal to the sum of his work performed and approved by the College as satisfactory during each month of this Contract at the unit rates set by the Contractor in his Proposal. All invoices must be submitted based on the all-inclusive unit rates proposed. Monthly costs based upon hourly rates shall and must be such rates multiplied by actual hours worked. Actual hours worked based on hourly rates shall and must be verified by daily individual sign-in/out sheets. The College reserves the right to require Contractor personnel to use its time clock to ensure proper daily reporting of actual time worked.
- 6.3 The Contractor shall only receive compensation for work performed in a manner satisfactory to the College.
- 6.4 On or after the fifth day of the month following the month of the commencement of the Contract and on or after the fifth day of each following month, the Contractor shall submit for payment a detailed bill for the work performed in a format satisfactory to the Director of Security.
- 6.5 The Contractor must submit an invoice for services he believes to be satisfactorily rendered to the following address: Hudson County Community College, ATTN: Director of Security, 25 Journal Square, Lower Level, Jersey City, New Jersey 07306.
- 6.6 All invoices shall contain the Contractor's name, address, telephone number, Contract Name, dates of service, and the name of the Contractor's representative to contract concerning billing questions.
- 6.7 All invoices shall NOT include any sales tax nor finance charges.
- 6.8 The Director of Security will determine the quantity and qualities of work performed satisfactorily and approve before payments to the Contractor. No guarantee is made that the amounts indicated herein are guaranteed, and no representations are made as to what the actual quantities will be.

HUDSON COUNTY COMMUNITY COLLEGE

- 6.9 The College reserves the right to add or delete quantities to this Contract. Should this occur, costs will be based upon the original proposal prices submitted for the Contract.
- 6.10 No overtime, other multipliers, or other additional compensation shall be paid for any work under this Contract unless specifically and expressly approved by the Director of Security or duly appointed designee.
- 6.11 When the College makes claims against the Contractor, pending adjustment thereof, thereon will be deducted from money due or to become due to the Contractor under the Contract or otherwise.
- 6.12 Payment of wages by the Contractor to its security employees must be done weekly and delivered by Contractor's representative (not assigned to H.C.C.C.) at 25 Journal Square Security Office. By this agreement, the Contractor hereby agrees to pay security employees assigned to the College for work done in any "Work Week" by 1300 hours on Wednesday (the third day following the Work Week). Further, suppose any security officer acts in higher category for a complete 8-hour shift or more. In that case, the acting officer must be paid at the higher wage rate per hour for the period worked in the higher category. At no time must security employees be paid less than their appointed rank and pay rate. The College must be billed post rate regardless of employee's rank.

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

ARTICLE 7. - CHANGES IN THE WORK

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

ARTICLE 8. - INSURANCE, BONDING, AND INDEMNIFICATION

- 8.1 The Contractor shall not commence work under the Contract or any special conditions until he has obtained all insurance as required under the following subparagraphs and until such insurance have been approved by the College, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required has been obtained and approved.
- 8.2 The Contractor shall take out and maintain during the life of the Contract Workmen's s

Compensation Insurance for all his employees under the Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless the protection afforded by the Contractor covers such employees. In case any class of employee engaged in hazardous work under this Contract is not protected under the Workmen's compensation statutes, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance with a private company in an amount equivalent to that provided by the Workmen' s Compensation statute for the protection of his employees not otherwise protected.

- 8.3 The Contractor shall obtain and keep in force during the contract term, public liability, and property damage insurance in companies and forms to be approved by the College. Said insurance shall provide coverage to the Contractor, any subcontractor is performing work provided by the Contractor, and College. All policies shall be endorsed to name the Hudson County Community College, its officers, agents, servants, and employees as their interest may appear, an additional insured on said policy insofar as the work and obligations performed under the Contract are concerned. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the College, the Contractor or the subcontractor or by anyone directly employed by either of them. The minimum policy limits of such insurance shall be as follows:

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

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

HUDSON COUNTY COMMUNITY COLLEGE

when so operated shall be provided as follows:

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

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

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

ARTICLE 9 - CONTRACTOR'S WARRANTIES

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

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

IV. PROPOSAL SUBMISSION

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

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

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

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

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

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

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

G List of any outstanding judgments against your firm.

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

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

V. Instructions to Proposers

Proposal Due Date

11/12/2021 – 2:00 pm

Question Period

Any questions or requests for clarification must be in writing to the contact listed in the notice to proposers/advertisement, and must be received by November 1, 2021.

Addendum Date

An addendum, if necessary will be issued no later than November 3, 2021.

Proposal Addenda and Clarifications. College may, from time to time, issue written clarifications or changes to the RFP. Changes shall be only by written addenda. Proposers are required to request any addenda or clarifications on the addendum issue date noted in the advertisement and above. The College will use its best efforts to communicate such clarifications or addenda to all interested parties, but assumes no responsibility for ensuring receipt. Proposers will be required to comply with the requirements of any issued addendum.

Evaluation of Proposer. The College may conduct reasonable investigations of Proposers in order to make a determination of a Proposer's ability to perform the Work, and may disqualify Proposer or reject proposals if such investigation leads the College to reasonably conclude that the Proposer would not be able to successfully perform the Work. Areas of inquiry may include, but are not limited to, financial information, project history, performance history, references, and records maintained by governmental agencies. The College may request additional information from bidders for this purpose, and the Proposer shall provide to the College all reasonably required information so requested.

Compliance with the Law. All Proposers, subcontractors and proposal must comply with all applicable laws, regulations, and code. Other than as required by statute, the College assumes no responsibility for informing the Proposer of any specific applicable laws, regulations, or code. College shall have no liability for the failure of any Proposer to be aware of or conform to any such laws, regulations, and code.

Taxes. The College is exempt from the New Jersey Sales and/or Use Tax.

INDEMNIFICATION. Proposer agrees to indemnify and hold harmless College, its affiliates (and its and their respective directors, employees, students and agents) from any losses, liabilities, damages and/or expenses (including without limitation reasonable counsel fees) arising, directly or indirectly, from: (a) Proposer's breach of any provision contained herein; (b) any negligent or wrongful act or omission of Proposer, its employees, consultants or subcontractors; (c) Proposer's failure to comply with applicable laws and regulations responding to this bid; (d) any claim charging that College's purchase of supplies, services or deliverables proposed herein constitutes misappropriation of trade secrets, breach of a confidential relationship, or trademark, trade secret or copyright infringement; and/or (e) any claim charging that any supplies or deliverables acquired as a result of this bid, or the use of such supplies or deliverables, infringe a third-party's patent anywhere in the world. If the supplies or deliverables, or the use of such supplies or deliverables, are held to constitute an infringement and their sale or use is enjoined, proposer shall, at its expense and option, either procure for College and its affiliates the right to continue to use such supplies or deliverables, or replace same with an equivalent non-infringing product, or modify

same so it becomes an equivalent non-infringing product. This Section will not be construed to limit or exclude any other claims or remedies that College or its affiliates (and its and their respective directors, employees, students and agents) may assert.

GOVERNING LAW/DISPUTE RESOLUTION. The laws of the State of New Jersey, without regard to principles of conflict of laws or place of residence, will govern these terms and conditions of this RFP, the services to be provided thereunder, and the contract between the College and the successful proposer. All disputes arising out of or relating to the RFP process, the RFP or its documents or the work or services required thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

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 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 Proposer shall submit further disclosures for such entity pursuant to the law. A form of Ownership/Stockholder Disclosure is included herewith.

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.

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 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, 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.

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 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).

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c.25, as amended, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the RFP to 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.

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.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION – N.J.A.C. 17:19-4

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).

All proposers are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report. A form of Certification is Attached.

CONTRACT RENEWAL/EXTENSIONS

Bidder agrees that the Owner may renew the contract(s) with the successful bidder to the extent permitted by, and in accordance with, applicable law.

NON-COLLUSION AFFIDAVIT

**STATE OF NEW JERSEY
COUNTY OF**

**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 firm of

the bidder making the Proposal for the above named project, and that I execute the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Proposal and in the affidavit are true and correct, and made with full knowledge that the Board of Trustees of Hudson County Community 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 project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of 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)

(Address)

Subscribed and sworn to _____
(Type or print name of affiant along with signature)

Before me this _____ day of _____ 20____

Notary Public of

My commission expires

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: _____

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 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 (S.E.C.) 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 S.E.C. (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 (L.L.C.) 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 ***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 ***Hudson County Community 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 College, permitting the College to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
-----------------------	--	--------	--

Subscribed and sworn to _____
(Affiant signature)

Before me this _____ day of _____ 20____

(Notary Signature)

Notary Public of

My Commission Expires

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 a 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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at 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, C.C.A.U., 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, C.C.A.U., EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

(Name of Contractor)

(Address)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Bid/Solicitation #: _____

Vendor/Bidder: _____

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the Certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the 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

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Vendors/Bidders **must** review this list prior to completing the below Certification. **Failure to complete the Certification will render a Vendor's/Bidder's proposal non-responsive.** 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

☐

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

☐

B. 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 Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information 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

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: _____

RELATIONSHIP TO VENDOR/BIDDER: _____

DESCRIPTION OF ACTIVITIES: _____

DURATION OF ENGAGEMENT: _____

ANTICIPATED CESSATION DATE: _____

VENDOR/BIDDER CONTACT NAME: _____

VENDOR/BIDDER CONTACT PHONE No.: _____

Attach Additional Sheets If Necessary.

NJ STATE DEBARMENT AFFIDAVIT

STATE OF NEW JERSEY/_____

Specify, if Other

COUNTY OF _____

_____, 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 Bidder making the Proposal for the Project, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid 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____

