



(BID) #8213

ROOF MAINTAINENCE & REPAIR SERVICES

BUYER:	LASEANDA MCLELLAN FORD
ADVERTISED DATE:	Wednesday, May 21, 2025
LAST DAY FOR QUESTIONS:	Wednesday, May 28, 2025 at 9:00 AM EST
BID DUE DATE AND TIME:	Tuesday, June 3, 2025 at 11:00 AM EST

Issued by: Essex County College
Purchasing Department
303 University Ave.
6th Floor
Newark, NJ 07102
Purchasing@essex.edu
www.essex.edu

INTRODUCTION

DESCRIPTION OF ESSEX COUNTY COLLEGE

Essex County College is accredited by the Middle States Commission on Higher Education and is licensed by the State of New Jersey through the Office of the Secretary of Higher Education to operate and award Associate Degrees and Certificates.

MISSION

Essex County College is an open-access community college that serves the diverse needs of students through comprehensive educational programs, training, and continuing education. Essex County College is dedicated to academic excellence and the success of its students.

VISION

A Beacon for Education and Knowledge, Essex County College attracts people who seek a better life through education. We transform lives, broaden learning and empower students to achieve their full potential. Our college community and graduates are change agents and leaders who contribute to the health, vitality, and advancement of society.

Essex County College Strategic Plan is available via [ACCESS-TO-SUCCESS-Strategic-Plan-2024-2029.pdf \(essex.edu\)](https://www.essex.edu/ACCESS-TO-SUCCESS-Strategic-Plan-2024-2029.pdf)

OVERVIEW

Essex County College reserves the right to reject any and all proposals and the right at its option to waive or refuse to waive any defect or informality in any proposals. All responsive proposals received will be subjected to an evaluation by qualified personnel. Respondents should submit sufficient information to enable the evaluation committee to fully ascertain each respondent's capability to perform the requirements contemplated by this solicitation. All commitments made in the proposals shall become a part of any resultant contract. Proposals will not be received after such date and time indicated in the solicitation. The College reserves the right to cancel this bid at any time without cost or obligation.

Only a purchase order authorizes the performance of services. Essex County College is not responsible for services performed without an authorized Purchase Order. This is being solicited through a Fair and Open process by N.J.S.A.19:44A-20 et seq. The College is exempt from any local, state, or federal sales, use, or excise taxes.

DESCRIPTION OF THE PROJECT

Essex County College is issuing this bid request for the purpose of soliciting Roof Maintenance & Repair Services for all of Essex County College properties. The selected Proposers shall be prepared to provide the specified types of services. The Roof Maintenance & Repair Services will typically include, but may not be limited to, projects which are relatively straightforward and/or lower-cost, as well as projects performed in response to emergency situations or under time exigencies.

SCOPE OF SERVICES

Essex County College is soliciting qualified contractors for Roof Maintenance & Repair Services at the Main Campus located at 303 University Avenue, Newark, New Jersey, and Student Housing located at 19-21 Warren Street, Newark, New Jersey on as needed basis. This RFP will be awarded as one complete package.

The Roofing Contractor shall provide full-service on-call roofing maintenance, repair and replacement services as outlined in this bid. Contractor shall retain professional personnel who have successfully and competently provided commercial roofing maintenance and repair services on projects of similar scope and complexity. "Repair" shall mean the patching of any leaks in layers of roofing, flashing, seams, or the replacement of roof materials down to the concrete or steel deck.

The following is not intended to describe in full all work required, but is a supplement for clarification. This contract will cover all related services and components for total of five buildings for the entire contract period. All maintenance and repair work must be performed by qualified personnel only.

- Four (4) buildings located at the Megastructure.
- One (1) building located at Student Housing.

ROOF DESCRIPTION & LOCATIONS:

I. Main Campus:

a. Megastructure:

Fourth floor roof over Information Technology is made of asphalt and is 23 years old. The rest of the megastructure, except for the Health Sciences Wing, is a 24 years old inverted rubber roof with foam board and gravel ballast on top. All roofs are accessible from inside the building through walk-out doors.

b. Center for Technology (CFT) Building:

Roof is ballasted EPDM, 28 years old. The roof is accessible by a ship ladder from inside.

c. Student Center:

The building has 24 years old, slanted metal roof. The roof is not accessible from inside; to gain access, a ladder is required.

d. Physical Education Building (PBE):

The roof type to be determined during the site visit.

II. Student Housing:

The roof on the three-story building is a residential BUR. The roof is accessible by the exterior fire escape.

GENERAL NOTES:

- a. All work must be done safely and with minimum disturbance to normal operation of the College.
- b. All work shall be performed expeditiously.
- c. All work under this contract shall be performed by qualified roofers and allocated men power and chargeable time shall be justifiable.
- d. Roofing Contractor shall provide materials or part cost information if requested.
- e. Roofing Contractor shall comply with all Federal, State, and local laws, regulations, and applicable National and local codes.
- f. Roofing Contractor shall be responsible for legal disposal of any waste materials generated.
- g. All bidders must be able to provide emergency repair service and are required to have 24/7; 365 days service capabilities.
- h. Provide names and contact number.
- i. The College reserves the right to terminate the contract at any time during the contract period with thirty (30) days written notification for poor service or failure to comply with the terms of this contract as solely judged by the College.

JOB CONDITIONS:

- a. All work under this contract is to be performed during the regular working day, except as otherwise specified.
- b. The Roofing Contractor will not make any repairs and alterations until all necessary material to complete the job are on site.

- c. All work associated with this contract shall be coordinated through the Facilities Management Department located at the Newark Campus, which can be contacted at (973) 877-3141 or (973) 877-4412. The Roofing Contractor will be responsible for notifying the Facilities Management Department of any emergency conditions.
- d. The Roofing Contractor must submit to the Supervisor of Maintenance and Operations or representative a full report of the work which must include:
- Date & Time
 - Name of person performing the work
 - On-job service time
- e. The College workweek is Monday through Friday from 8:00 AM to 4:30 PM. Classes are scheduled between the hours of 7:00 AM to 10:00 PM Monday through Friday, and on Saturdays from 7:00 AM to 5:00 PM. Any work that may interrupt classes must be rescheduled through the Facilities Management Department. Contractor must notify the Facilities Department when they are working on Campus on a scheduled basis. The Contractor will be provided with a schedule of the Campus Holidays upon request.
- f. The Roofing Contractor shall not shutdown any equipment unless permission is obtained from the Director of Facilities Management or his designee.
- g. There will be no renegotiated, increased, or supplement of price during the contract period.

Roofing Contractor shall have a minimum of three (3) years' experience in the area of expertise.

Roofing Contractors must be willing to:

- Provide reasonable proposals within short timeframes.
- Commence and complete projects according to agreed-upon schedules.
- Negotiate the Scope of Services on a project-by-project basis.

Roofing Contractors must be prepared to:

- Perform work within Essex County College's buildings, and sites.
- Provide detailed cost breakdowns, permitting, risk management, scheduling, phasing, and logistics. Demonstrate financial resources to perform and complete the work and to provide all required warranties.
- Provide any state issued licenses, approvals, certifications, registrations held by the company. Experience in managing and completing projects of a similar size and complexity.
- Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests.
- Contractor must be able to provide, all tools and equipment including, but not limited to, protective equipment, power and hand tools ladders, and related accessories, to conduct the service.

The scope may expand to include services necessary for the project's completion.

EVALUATION AND CONSIDERATION OF BIDS

It is the intent of Essex County College to award a contract to the lowest responsible bidder. Whenever two or more quotations or bids of equal amounts are the lowest quotations or bids submitted by responsible parties, the county college may award the contract to any one of such parties, as in its discretion, it may determine.

KEY DATES

Advertised Date: Wednesday, May 21, 2025

Last Day for Questions: Wednesday, May 28, 2025 at 9:00 AM EST

Bid Due Date and Time: Tuesday, June 3, 2025 at 11:00 AM EST

(Bid opening date will be conducted virtually via Zoom)

[Join Meeting](#)

Meeting ID: 922 0797 5611

Passcode: 448907

PROPOSAL SUBMITTAL

Submission by **fax** or **e-mail** is NOT PERMITTED.

All responses shall be made in accordance with guidance received from the Purchasing Department and shall be returned to the address below in sealed envelopes bearing on the outside the name of the vendor:

For USPS/Hand delivery, the mailing address is:

Mrs. Laseanda McLellan Ford
Essex County College
303 University Avenue,
Purchasing Department
6th Floor, Room #6107
Newark, New Jersey, 07102

RE: BID # 8213– ROOF MAINTENANCE & REPAIR SERVICES

CONTACT FOR ALL QUESTIONS

The specific section, bid number, and page number to which each question refers are to be indicated. The College will have a reasonable amount of time to respond to questions or concerns. It is the College's intent to respond to all appropriate questions and concerns; however, the College reserves the right to decline to respond to any question or concern.

Any response by the College to inquiries from one respondent will be furnished to all vendors as an amendment or clarification to this bid, if this information is necessary for submitting qualifications or if the lack of such information would be prejudicial to a uniform response.

As a courtesy if not bidding, please respond No-Bid with brief explanation via e-mail to purchasing@essex.edu

From the date of issuance of this Bid until the final selection is made, proposers shall not contact any public employee/official who is involved in any way with the Bid, including but not limited to employees/officials of Essex County College or any consultant or advisor thereof.

The College shall not be obligated to explain the results of the evaluation process to any Respondent.

Inquiries on matters requiring further clarification concerning the contents of this document should be directed in written form via email to:

Mrs. Laseanda McLellan Ford Purchasing
RE: BID 8213– ROOF MAINTENANCE & REPAIR SERVICES
E-mail: purchasing@essex.edu

CONTRACT PERIOD

This contract agreement shall cover a period of one (1) year, with an option to renew for one (1) year period. Renewals may be exercised by the College in its sole discretion, please review the attached standard contract terms and conditions.

BID Format

Vendors must include one (1) original and (1) hard copies of their bid and one (1) electronic copy on a portable USB flash drive.

INSURANCE requirements

The insurance documents included but are not limited to the following coverages. The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

1. The coverage maintained by the Contractor shall be written by companies licensed to do business in the State of New Jersey and maintaining an AM BEST rating of A- or better with a financial size rating of Class IX or larger. *All insurance shall contain a waiver of subrogation against the Owner.*
2. Commercial General Liability insurance is written on an occurrence form including independent contractor liability, products/completed operations liability, and contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. ***Coverage for bodily injury and property damage claims arising out of the professional acts of the general contractor and subcontractors shall also be included.*** The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the Owner. Commercial General Liability: The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, two million dollars (\$2,000,000) product/completed operations aggregate. The Products and Completed Operations insurance shall be maintained for one (1) year or more after final payment. A “per project endorsement” shall be included, so that the general aggregate limit applies solely to the project that is the subject of this contract.
3. Commercial Auto Liability: Liability covering owned, non-owned, and hired vehicles. The

limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.

4. Excess Liability applying excess of primary to the commercial general liability, commercial automobile liability, and employer's liability insurance shall be provided with minimum limits (\$1,000,000) per occurrence and a (\$1,000,000) general aggregate.
5. Worker's Compensation: Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdictions required to protect the employees of the Contractor and any Subcontractor who will be engaged in the performance of this Contract. The certificate must so indicate that no proprietor, partner, executive officer, or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employer, and one million dollars (\$1,000,000) disease, aggregate limit. Including the employer's liability insurance under the umbrella insurance can satisfy the limit requirements.
6. The General Liability Insurance General Aggregate and Excess Liability limits shall apply and be written exclusively, in total, to this Project only. A per-project endorsement for all coverage and limits must be included in each policy.
 - Bodily injury and property damage insurance policies shall be so written as to provide coverage for special hazards where such hazards will be incidental to subcontractors' work.
7. The contractor and subcontractor shall list, on the certificate of insurance, all additional insureds including:
 - Essex County College
 - Name of Architects and their consultants
 - Name of Construction Manager & their consultants
 - Owners consultants, other consultants, agents, and employees, including its individual members.

FORMS THAT MUST BE COMPLETED AND SUBMITTED

BIDDERS CHECKLIST

BID # 8213– ROOF MAINTENANCE & REPAIR SERVICE

Bidder is instructed to complete, sign, and return the following documents as a part of its proposal. **Initial next to the items and include the checklist in your submission.**

_____	Bid Pricing Form
_____	Non-Collusion Affidavit
_____	Statement of Ownership Disclosure
_____	Affirmative Action Compliance Notice
_____	Employee or Relative Disclosure Requirement Form
_____	Prevailing Wage Qualification Form
_____	Public Works Employers Form
_____	Mandatory Equal Employment Opportunity (EEO) Form
_____	New Jersey Anti-Discrimination Provision
_____	Americans with Disabilities Act of 1990
_____	Bid Bond
_____	Consent of Surety
_____	Surety Disclosure Statement and Certification
_____	Federal Non-Debarment Certification
_____	Contractor Questionnaire / Certification
_____	Disclosure of investigation and actions involving bidder
_____	Trade Reference
_____	Consent to Thirty-Day Extension
_____	Addendum(s)
_____	Vendor Information Form
_____	Equipment Certification
_____	Bidder's Certification
_____	List of Subcontractors
_____	W9 Form (download from the IRS website and submit with the package)
_____	Federally Funded Procurements
_____	Certification Regarding Lobbying
_____	Appendix A Optional Site Visit
_____	Lowest Bidder Prevailing Wage Certification
_____	Acknowledgement Record

ITEMS MUST BE PROVIDED PRIOR TO THE TIME A CONTRACT IS AWARDED:

- _____ State of New Jersey Business Registration Certificate (BRC)
- _____ Copy of Public Works Contractor Registration Certificate (PWCR) - State on New Jersey Department of Labor, Divisions of Wage and Hour Compliance (P. L. 1999 Chapter 238) for the bidder, and the designated subcontractors, effective on the date of bid, prior to award of contract
- _____ Certificate of Liability Insurance
- _____ Disclosure of Investment Activities in Iran
- _____ Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- _____ Employee Information Report (Form AA-302)

Name of Representative

Phone # & Fax #

Name of Firm

BID PRICE SHEET
PRICE SHEET (BID) #8213
ROOF MAINTENANCE & REPAIR SERVICE

Company Name: _____

Year 1

As per solicitation instructions and Scope of Work, for Roof Repair Services at the Main Campus located at 303 University Avenue, Newark, New Jersey and Student Housing located at 19-21 Warren Street, Newark, New Jersey on as needed basis. Please indicate the following:

- Hourly straight time, premium time and overtime rates for service and installation.
- The mark-up that your company will charge on cost of materials that are needed for repairs.

Hourly Labor Rates:

I. Straight Time Rate:

Foreman/Supervisor	\$_____ per hour
Mechanic	\$_____ per hour
Laborer	\$_____ per hour

II. Overtime Rate:

Foreman/Supervisor	\$_____ per hour
Mechanic	\$_____ per hour
Laborer	\$_____ per hour

III. Premium Time (weekends, holidays):

Foreman/Supervisor	\$_____ per hour
Mechanic	\$_____ per hour
Laborer	\$_____ per hour

IV. MATERIALS / PARTS:

Mark-up on cost of Materials/Parts	_____ %
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PRICE SHEET (BID) #8213
ROOF MAINTENANCE & REPAIR SERVICE

Company Name: _____

Year 2

As per solicitation instructions and Scope of Work, for Roof Repair Services at the Main Campus located at 303 University Avenue, Newark, New Jersey and Student Housing located at 19-21 Warren Street, Newark, New Jersey on as needed basis. Please indicate the following:

- Hourly straight time, premium time and overtime rates for service and installation.
- The mark-up that your company will charge on cost of materials that are needed for repairs.

Hourly Labor Rates:

I. Straight Time Rate:

Foreman/Supervisor \$ _____ per hour

Mechanic \$ _____ per hour

Laborer \$ _____ per hour

II. Overtime Rate:

Foreman/Supervisor \$ _____ per hour

Mechanic \$ _____ per hour

Laborer \$ _____ per hour

III. Premium Time (weekends, holidays):

Foreman/Supervisor \$ _____ per hour

Mechanic \$ _____ per hour

Laborer \$ _____ per hour

IV. MATERIALS / PARTS:

Mark-up on cost of Materials/Parts _____ %

BIDDERS' BASE BID

Having examined specifications and documents of Bid #8213, and having reviewed site conditions, applicable codes, and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all labor, materials, transportation, services, and equipment necessary and incidental to properly execute required work of the Contract Document.

<div>Company Name</div>	<div>Company Representative (sign)</div>
<div>Street Address</div>	<div>Company Representative (print)</div>
<div>CityStateZip Code</div>	<div>DateTelephone#Fax#</div>
<div>Tax ID#</div>	<div>E-Mail</div>

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____, of full age,

being duly sworn according to the law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so; 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 the said proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Trustees of Essex County 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 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 firm)

Authorized Bidder's Representative

Type or print the name of the representative

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, 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% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the limited liability company who owns a 10% 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% or more of its stock, of any class, no individual partner in the partnership owns a 10% or greater interest therein, or no member in the limited liability company owns a 10% 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	Address

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

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

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

Please list the names and addresses of each stockholder, partner, or member owning a 10 percent or greater interest in any corresponding corporation, partnership, and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate 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	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 the Board of Trustees of Essex County College is relying on the information contained herein and that thereby acknowledge that I am under continuing obligation from the date of this certification through the completion of any contracts with the College to notify the College in writing of any changes to answers and 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 Essex College and that the College at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Authorized Agent

Title

Signature

Date

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

This form is a summary of the successful vendor's requirement to comply with the requirements of N.J.S.A. 5-31 and N.J.A.C. 17:27-1 et seq.

The successful vendor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

☐ **A COPY OF AN EMPLOYEE INFORMATION REPORT (FORM AA302) PROVIDED BY THE DIVISION AND DISTRIBUTED TO THE PUBLIC AGENCY TO BE COMPLETED BY THE CONTRACTOR IN ACCORDANCE WITH N.J.A.C. 17:27-4;**

OR

☐ **A COPY OF A VALID LETTER THAT THE CONTRACTOR IS OPERATING UNDER AN EXISTING FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM (GOOD FOR ONE YEAR FROM THE DATE OF THE LETTER);**

OR

☐ **A COPY OF A CERTIFICATE OF EMPLOYEE INFORMATION REPORT (CEIR) APPROVAL, ISSUED IN ACCORDANCE WITH N.J.A.C. 17:27-4.**

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her Bi/Proposal shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND AUTHORIZED BY THE FOLLOWING SIGNATURE FOR COMPLIANCE AS SPECIFIED IF AWARDED THIS CONTRACT.

COMPANY NAME: _____

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____ Bid/Proposal # _____

EMPLOYEE OR RELATIVE DISCLOSURE REQUIREMENT

This form is to be completed by all bidders seeking the award of any contract. No bidder shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds by Essex County College, unless prior to the receipt of the bid or accompanying the bid, the bidder has submitted a statement setting for the information solicited below.

1. State if you or your employees (if known) are currently employed at Essex County College.

Yes _____ No _____

If so, please indicate the name and position held at Essex County College.

2. State if any shareholder who owns 10% or more of your stock, if a corporation or partner who holds 10% or more of an interest, if a partnership, is currently employed at Essex County College. Yes _____ No _____

If so, please indicate the name and position held at Essex County College

3. State if you, or any stockholder, who owns 10% or more of your stock, if a corporation, or any partner who owns 10% or more of an interest, if a partnership, as the case may be, has any relatives employed at the College? Yes _____ No _____

If yes, please indicate their names and the nature of the relationship (e.g., brother, cousin, parent, or child).

By: _____
(Name of Contractor)

(Address)

PART 1 - PREVAILING WAGE RATES

A. In accordance with The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.), each Contractor and Subcontractor shall comply with the following:

1. Pay to all workmen engaged in the performance of services directly upon the work not less than the prevailing rates of wages.
2. Before each Application for Payment, furnish the Owner with an affidavit stating that all workmen have been paid the prevailing rate of wages.
3. Keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Preserve records for 2 years from date of payment.
4. Upon request, the Contractor and Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statement shall set forth the names of the person whose wages are unpaid and the amount due to each. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.
5. Post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such place, or places as used to pay workmen their wages.

B. The current prevailing wage rates, as applicable for this Project, are to be obtained by the Bidder. Registration Application forms and copies of the "The Public Works Contractor Registration Act" may be obtained by contacting:

Contractor Registration Unit, New Jersey Department of Labor, Division of Wage and Hour Compliance, PO Box 389, Trenton, NJ 08625

Telephone – (609) 292-9464, fax (609) 633-8591

PREVAILING WAGE QUALIFICATION FORM

Bidder's past record under the New Jersey Prevailing Wage Act (N.J.S.A. 34: 11-56.25 to 56.46 inclusive) and all acts amendatory thereof and supplemental thereto.

Special Instructions: Answer each question with a "yes" or "no" entered in the space provided and furnish additional information when required.

1. Has the bidder been notified by the Commissioner of Labor and Industry by notice issue pursuant to N.J.S.A. 34:11-56.37 that he or she has been blacklisted for failure to pay the prevailing wages as reacquired by the New Jersey Prevailing Wage Act? _____
2. Has any person having an "interest" in the Bidder within the meaning of N.J.S.A. 34: 11-56.38 been blacklisted as aforesaid? _____
3. Has any person having an interest in the Bidder within the meaning of N.J.S.A. 34: 11-56.38 had any "interest" as aforesaid, in any firm corporation or partnership been blacklisted as aforesaid? _____
4. If the answer to any of the aforesaid questions is "yes" annex a full statement showing the date of the action taken by the Commissioner of Labor and Industry, the subsequent action, if any, taken with respect to such action of the Commissioner, the name of the person, firm, corporation or partnership blacklisted by the Commissioner and nature, character, and extent of the interest existing between the bidder and the name which was blacklisted as aforesaid.
5. If awarded this contract, (pursuant to N.J.A.C. 12:60-2.1 and 6.1 effective March 1, 1992) the bidder agrees to provide "Certified Copies" of all applicable "Payroll Records" for each pay period within ten (10) days of the payment of wages. All records shall be made available for inspection to all interested parties during normal business hours by the College.

"Payroll Record" means a form satisfactory to the Commissioner, wherein is shown employee information such as name, address, social security number, craft or trade, together with the actual hourly rate of pay, actually daily, overtime, and weekly hours worked in each craft or trade, gross pay, itemized deductions and net pay paid to the employee; such record shall also include:

- A. Any fringe benefits paid to approved plans, funds, or programs on behalf of the employee; and
- B. Fringe benefits paid in cash to the employee

NOTE: The College reserves the right to withhold progress and/or final payment(s) until all records have been received by the Purchasing Department.

Acknowledgment of the above:

By: _____

Firm: _____

Title: _____

PUBLIC WORKS EMPLOYERS FORM

NOTICE FOR CERTIFIED PAYROLL RECORDS

Please be advised that effective February 18, 1992 Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et. seq requires that all public works employers shall submit a certified Payroll record to the public body or lessor which contracted for the public work project each payroll period within ten (10) days of the payment of wages.

The public body shall receive, file, and make available for inspection during normal business hours the certified payroll records. A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, CN 389, Trenton, NJ 08625-0389, telephone number (609) 292-2259.

I have read the above statement and am aware of my responsibilities:

Contractor Signature

Date

Payroll on this project will be on _____ **basis.**
Weekly *Bi-Weekly*

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27-1.1 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.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance.

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

This Agreement entered into as of the day and year have first written above.

Name

Signature

Attest:

Secretary Name

Signature

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION 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 or workers' representative of the contractor's commitments under this act 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card-carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent

with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to the commencement of work, request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program, or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO

Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

- C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

This Agreement entered into as of the day and year have first written above.

Name

Signature

Attest:

Secretary Name

Signature

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

1. 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;
2. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling, or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
3. 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
4. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(name of firm)

Authorized Bidder's Representative

Type or print the name of the representative

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(name of firm)

Authorized Bidder's Representative

Type or print name of representative

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as
Principal, and _____ as Surety, is
hereby held and firmly bound unto _____ as Owner, in the Penal Sum of
_____ (\$ _____) for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.
Signed this _____ day of _____ 20____

The condition of the above obligation is such that whereas the Principal has submitted to

a certain bid attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

NOW, THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with the said bid and shall furnish a bond for his faithful performance of the said contract, and the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of the said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid, and Surety does hereby waive notice of any such extension. '

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: _____
Witness

Principal

Surety

BY: _____
Witness

Attorney-in-Fact

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

Will provide to _____ a performance bond in
(Owner)

The full amount of awarded contract if the said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF
A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN NEW JERSEY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID/PROPOSAL.**

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership
- ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Essex County College is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Essex County College to notify the Essex County 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 Essex County College permitting the Essex County College to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of _____ **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Essex County College** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **Essex County College** to notify the **Essex County**

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 **Essex County College**, permitting the **Essex County College** to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Physical Address

****Add additional sheets if necessary****

OR

<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
--------------------------	---

Section B (skip if no business entities are listed in Section A of Part IV)

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
--------------------------	---

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

****Add additional Sheets if necessary****

OR

<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
<p> I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Essex County College is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Essex County College to notify the Essex County 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 Essex County College, permitting the Essex County College to declare any contract(s) resulting from this certification void and unenforceable. </p>			
Full Name (Print):		Title:	
Signature:		Date:	

CONTRACTOR QUESTIONNAIRE/CERTIFICATION

Name of Company _____

Street Address _____ P.O. Box _____

City, State, Zip _____

Business Phone Number () _____ Extension _____

Emergency Phone Number () _____ Fax Number () _____

E-Mail _____

FEIN No. _____

QUESTIONNAIRE

1. How many years have you been engaged in the contracting business under your present firm or trading name?
_____ Years

2. Have you ever failed to complete any work awarded to your company?

☐ Yes

☐ No

If yes, explain _____

3. Have you ever defaulted on a contract?

☐ Yes

☐ No

If yes, explain _____

4. Have you or other principals of your company been debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in any public works projects by any federal, state, or local agencies?

☐ Yes

☐ No

If yes, explain _____

Certifications

- Debarment

I certify that the entity listed on the form or any person employed by this entity, are not presently on the following:

- New Jersey Department of Treasury – Consolidated Debarment Report
- New Jersey Department of Labor – Prevailing Wage Debarment List
- Federal Debarred Vendor List – Excluded Parties List System

- Direct/Indirect Interest

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

I certify that I am not an official or employee of the Essex County College.

- Gifts; Gratuities; Compensation

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

- False Material Representation

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

Name of Company

President or Authorized Agent

Signature

DISCLOSURE OF INVESTIGATION AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, or litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

Investigation:

Indicate "NONE" in the "Person or Entity" field if no investigation where undertaken.

Person or Entity	
Date of Inception	
Caption of Action	
Brief Description of the action	
Current Status	
Disposition Status (if applicable)	

All Answers to the above shall be submitted and certified by the principal/partner of the bidding entity authorized to do so.

I certify that all answers submitted above are true and correct:

Name of Company _____

Officer of the Bidder's name _____

Officer of the Bidder's Signature _____

***Attach/Add Investigation Information**

**TRADE REFERENCES – FOR PROJECTS OF A SIMILAR SCOPE AND NATURE TO BE
PROVIDED BY EACH BIDDER FOR THE PROJECT CONTRACT**

Bidders are to provide evidence of satisfactory completion of work of similar nature as outlined in the bid from a **minimum of three (3) similar contracts** with educational institutions, preferably in New Jersey, **within the past five (5) years.** (Attach additional pages as necessary)

NAME OF COMPANY: _____

#1: PROJECT TITLE: _____

LOCATION: _____ \$VALUE: _____

CLIENT NAME: _____

CLIENT ADDRESS: _____

CLIENT PHONE NUMBER: _____ E-MAIL: _____

#2: PROJECT TITLE: _____

LOCATION: _____ \$VALUE: _____

CLIENT NAME: _____

CLIENT ADDRESS: _____

CLIENT PHONE NUMBER: _____ E-MAIL: _____

#3: PROJECT TITLE: _____

LOCATION: _____ \$VALUE: _____

CLIENT NAME: _____

CLIENT ADDRESS: _____

CLIENT PHONE NUMBER: _____ E-MAIL: _____

#4: PROJECT TITLE: _____

LOCATION: _____ \$VALUE: _____

CLIENT NAME: _____

CLIENT ADDRESS: _____

CLIENT PHONE NUMBER: _____ E-MAIL: _____

#5: PROJECT TITLE: _____

LOCATION: _____ \$VALUE: _____

CLIENT NAME: _____

CLIENT ADDRESS: _____

CLIENT PHONE NUMBER: _____ E-MAIL: _____

Signature _____ Date: _____

Name of Company _____

Street Address _____ P.O. Box _____

City, State, Zip _____

Business Phone Number () _____ Extension _____

Emergency Phone Number () _____

Fax Number () _____ E-Mail _____

FEIN No. _____

CONSENT TO THIRTY-DAY EXTENSION FOR AWARDING OF BIDS

In accordance with the provisions of N.J.S.A. 18A:64a-25.18, Essex County College hereby requests that any bidder who so chooses consent to the extension and holding of its bid price from sixty (60) to ninety (90) days. The ninety-day period shall be computed commencing with the date designated as the final date for receipt of the bid due date. The College, in its sole discretion, may award a contract or reject all bids at any date up until the expiration date. If the bidder consents to the extension, it may not make any claim for an increase in its bid quote, whether based on materials, labor, an extension of time, or any other factor.

If your firm agrees to consent to hold its bid pricing, please sign the below acknowledgment.

Acknowledged for: _____
(Name of Bidder/Company)

(Signature of Authorized Representative)

Date

Name (Print)

Title

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

NOTE: This form must be submitted whether or not addenda were issued. If no addenda were issued, check the “No Addenda were received box” and complete the signature section.

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ No Addenda were received or included with the bid package:

Acknowledged for: _____
(Name of Bidder/Company)

_____ (Signature of Authorized Representative)	_____ Date
---	---------------

_____ Name (Print)	_____ Title
-----------------------	----------------

VENDOR REGISTRATION FORM

MAILING ADDRESS FOR PURCHASE ORDERS:

Company Name (as recorded with IRS): _____ DBA: _____

Mailing Name: _____

Street Address: _____ Suite: _____ PO Box: _____

City: _____ State: _____ Zip: _____

MAILING ADDRESS FOR PAYMENTS (if different from above):

Company Name (as recorded with IRS): _____

Mailing Name: _____

Street Address: _____ Suite: _____ PO Box: _____

City: _____ State: _____ Zip: _____

SALES CONTACT INFORMATION:

Name: _____ Title: _____

Phone: _____ Fax: _____

E-mail: _____ Website: _____

Taxpayer Identification Number (TIN): _____

☐ Taxpayer Identification Number (TIN) for Profit Organizations

☐ Taxpayer Identification Number (TIN) for Non-Profit Organization

**NOTE: W-9 FORM MUST BE INCLUDED
NON-PROFIT ORGANIZATIONS - LETTER OF THE 501(C)(3) IS REQUIRED**

ACCOUNTS RECEIVABLE CONTACT INFORMATION:

Name: _____ Title: _____

Phone: _____ Fax: _____

E-mail: _____

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, or has proof of lease of all the necessary equipment required to accomplish the work described in the specifications. To the extent that said equipment is not currently owned or under lease by the bidder, attached hereto is documentation from that owner or leasing organization that states the equipment will be available as required by the bidder upon award of a contract.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

BIDDERS' CERTIFICATION

State of _____)

County of _____)

The undersigned, having knowledge of and authority to bind the BIDDER to the information herein, hereby swears, upon his oath, according to law,

- I am the undersigned, who, on behalf of the BIDDER and with full authority to do so, has executed this Certification in connection with its Bid;
- 2. That the BIDDER is registered with the State of New Jersey, Department of the Treasury, Division of Revenue (ATTACH COPY OF BUSINESS REGISTRATION CERTIFICATE);
- 3. That the BIDDER is authorized by the New Jersey Department of the Treasury to perform work in New Jersey (ATTACH COPY OF CERTIFICATE OF AUTHORITY TO PERFORM WORK IN NEW JERSEY); and
- 4. The 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 within Bid;
- 5. 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 employee or bona fide established commercial or selling agencies identified as follows:

- 6. The BIDDER is not, as of this date, and has not been at any time within three (3) years immediately preceding the date on which Bids were received, included on the New Jersey State Treasurer's List of Debarred, Suspended or Disqualified Bidders; the BIDDER hereby acknowledges that it may be debarred, suspended or disqualified from contracting with the OWNER if it commits any of the acts listed in N.J.A.C. 7:1-5.2 and further acknowledges its obligation to notify the OWNER immediately if it appears that said BIDDER may be added to any such list.
- 7. All statements and representations contained in the BIDDER's Bid are true, complete and correct, and made with full knowledge that the OWNER shall rely upon same in awarding a public contract for the Work as defined in the Contract Documents.

Bidder's Authorized Representative
(MUST BE PRINCIPAL OWNER OR OFFICER OF BIDDER):

Signature

Print or Type Name and Title

The College hereby certifies that the NJ State Treasury Department debarment list has been checked by the issuing buyer and the successful bidder is not debarred.

Signature

Print or Type Name and Title

LIST OF SUBCONTRACTORS PURSUANT TO N.J.S.A. 18A:64A-25.25

The Bidder confirms that the Subcontractors listed below will be awarded the subcontract for the work identified if the Bidder is awarded the contract for the Project. Essex will not accept any change from the Subcontractors listed unless the listed Subcontractor provides Essex with a letter authorizing the Bidder to award a subcontract to another company. Essex has the right to reject any subcontractor with no impact on to project schedule or bid amount.

*** Certification for all PRIME SUBCONTRACTORS required to be named under P.L. 2000, C.72 (N.J.S.A.18A:7G-1 ET AL), where applicable (DPMC, DPMC 701, NJ Prevailing Wage Determination Form, Public Works Contract Registration Certificate, Business Registration Certificate, Equal Employment Opportunity, NJ Anti-Discrimination, ADA).**

PLUMBING:

Company Name: _____

City/State: _____

Phone: _____

Contact: _____

Bid Amount: _____

HVAC:

Company Name: _____

City/State: _____

Phone: _____

Contact: _____

Bid Amount: _____

ELECTRICAL:

Company Name: _____

City/State: _____

Phone: _____

Contact: _____

Bid Amount: _____

STRUCTURAL STEEL:

Company Name: _____

City/State: _____

Phone: _____

Contact: _____

Bid Amount: _____

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BUSINESS REGISTRATION CERTIFICATE (BRC)

The State of New Jersey rules generally **DOES NOT** allow the College to issue a **Purchase Order, nor can any payments be processed to vendors**, if a Business Registration Certificate is not provided.

NOTICE TO VENDOR

In accordance with provisions of P.L. 2004C.57, N.J.S.A. 52:32-44, any business entering into a contract (i.e. Purchase Order, Blanket Purchase Order, Fair, and Open Bid, etc.) with a local contracting agency is required to be registered with the New Jersey Division of Revenue and must provide proof of a Business Registration Certificate (BRC).

Essex County College is required to obtain, and maintain a record of BRCs from all vendors with purchases **15% of the Bidding Threshold**. The mandatory collection and record-keeping of this information promote transparency in the process of awarding public contracts.

- If you are a registered vendor, please furnish a copy. (see sample attached)
- You may obtain a certificate online by accessing the following link:
https://www1.state.nj.us/TYTR_BRC/jsp/BRCLLoginJsp.jsp
- If you are not registered, you will need to complete **FORM NJ-REG.**
- For more information on how to obtain a certificate, visit:
<http://www.state.nj.us/treasury/revenue/busregcert.shtml>
or by calling NJ State Treasury Department at (609) 292-9292.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Part 1: Certification

Bidder Name:	
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BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.**

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 or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's 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"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates 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 sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

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

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the *Essex County College* is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with *Essex County College* to notify the College in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the *College* and that the College at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
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2. STREET	CITY	COUNTY	STATE	ZIP CODE
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7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				
10. PUBLIC AGENCY AWARDED CONTRACT				
CITY	COUNTY	STATE	ZIP CODE	

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. ***DONOTSUBMIT ANEEO-1REPORT.***

[illegible]

<p>12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?</p> <p><input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)</p>	<p>14. IS THIS THE FIRST Employee Information Report Submitted?</p> <p>1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/></p>	<p>15. IF NO, DATE LAST REPORT SUBMITTED</p> <p>MO. DAY YEAR</p>
<p>13. DATES OF PAYROLL PERIOD USED</p> <p>From: _____ To: _____</p>		

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
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17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)
					- -

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID



State Treasurer

FEDERALLY FUNDED PROCUREMENTS

Federal Equal Opportunity Notification

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA) on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I financially assisted program or activity. The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIA Title I Financially assisted program or activity; providing opportunities in or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. If you think that you have been subjected to discrimination under a WIA Title I financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either: the recipient's Equal Opportunity Officer (or the person whom the recipients has designated for this purpose); or the Director, Civil Rights Center (CRC) US Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington DC 20210. If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with the CRC. However, you must file your CRC Complaint within 30 days of the 90-day deadline (in other words, with 120 days after the day on which you filed your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision of resolution, you may file a complaint with CRC. You must file your CRC Complaint within 30 days of the date on which you received the Notice of Final Action.

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

Contracts and sub-grants in excess of \$2,000 for construction or repairs awarded by recipients and sub-recipients must include a provision for compliance with Copeland "Anti-Kickback" Act (18 U.S.C 874) as supplemented by Department of Labor regulations (29 CFR Part 3 - Bidders and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each Bidder or sub-recipient shall be prohibited from inducing, by any means any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

Davis-Bacon Act, as amended (40 U.S.C 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and sub-recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C 276a to a-7) and as supplemented by the Department of Labor regulations (29 CFR Part 5 – Labor Standards Provision Application to Contracts Governing Federally Financed and Assisted Construction). Under this Act, Bidders shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specific in a wage determination made by the Secretary of Labor. In addition, Bidders shall be required to pay wages not less than once a week.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers must include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by the Department of Labor regulations (29 DRF Part 5). Under Section 102 of the Act, each Bidder shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts from transportation or transmission of intelligence.

Rights to Inventions Made Under Contract or Agreement

Contracts or agreements for the performance of experimental, developmental or research work must provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401 – Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations promulgated by the awarding agency.

Clean Air Act (42 U.S.C. 7401 et seq.) and Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) As amended, Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C 1352)

Vendor contract awards in excess of \$100,000 shall file the attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriation funds to pay any person or organization for influencing or attempting an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the recipient.

Debarment and Suspension (E.O. 12549 and E.O. 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusion in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p 189) and 12689 (CFR Part 1989 Comp., p 235). Debarment and Suspension. SAM Exclusions contains the names and parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (Ref 2 CFR 200.212).

CERTIFICATION

*By signing below, vendors certify that they will comply with the following regulations when federal funds are used. **The College will indicate on the purchase order when the funding source is federal.** If the contract exceeds \$100,000, a “Certification Regarding Lobbying” and, if applicable, the “Disclosure of Lobbying Activities” must be submitted (forms to be provided separately).*

Signature

Date

Name (Print)

Title

Firm Name

Email

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

Disclosure of Lobbying Activities
Complete this form to disclose lobbying activities
pursuant to 31 U.S.C. 1352 (See reverse for public
burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award _____ c. post-award	3. Report Type: a. initial filing _____ b. material change _____ For material change only: Year _____ _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31

U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget,

Paperwork Reduction Project (0348-0046), Washington, DC 20503



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor’s Authorized Representative

Date

Print Name and Title of Vendor’s Authorized Representative

Vendor’s FEIN

Vendor’s Name

Vendor’s Phone Number

Vendor’s Address (Street Address)

Vendor’s Fax Number

Vendor’s Address (City/State/Zip Code)

Vendor’s Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

APPENDIX A

OPTIONAL SITE INSPECTION

Prior to submitting a bid, prospective contactors are encouraged to visit the site and completely familiarize themselves with the location and/or existing equipment and general local conditions, which can affect the service to be performed. Failure to make such inspections will not relieve the contractor(s) responsibility for estimating properly the difficulty or cost of successfully performing this contract.

Contractors shall sign this form and have it co-signed by an Essex County College designee.

Contractors shall contact the appropriate designee at each location for an appointment to inspect site.

Newark Campus

Frank Cabonilas – 973-877-4412

SITE INSPECTOR _____
(Name – Print)

INSPECTOR _____
(Signature)

COMPANY _____

SIGNATURE _____
Essex County College Authorized Personnel

DATE _____

CHAPTER 60
PREVAILING WAGES FOR PUBLIC WORKS
SUBCHAPTER 9. ASSURANCES FOR PAYMENT OF PREVAILING WAGE

N.J.A.C. 12:60-9.1

N.J.A.C. 12:60-9.1 Certification by bidder with lowest bid by 10 percent or more

(a) When a public body engages in competitive bidding for public work subject to the provisions of the New Jersey Prevailing Act (PWA), the person who makes the lowest bid for the contract by 10 percent or more under the amount of the next lowest bid shall prior to award of the contract certify to the public body on the form found at N.J.A.C. 12:60 Appendix that the prevailing wage rates required by the PWA shall be paid in performing the work under the contract.

(b) If the bidder does not provide the certification required pursuant to (a) above prior to the award of the contract, the public body shall award the contract to the next lowest responsible and responsive bidder.

N.J.A.C. 12:60-9.2

N.J.A.C. 12:60-9.2 Required contract provisions concerning payment of prevailing wage

(a) Every contract for the performance of public work shall contain the following contract provisions:

1. "Attached hereto and incorporated herein is(are) the Department of Labor and Workforce Development prevailing wage determination(s) for the locality and craft(s) that will be employed in the performance of work under this contract. It is hereby stipulated that each individual who performs work under this contract shall be paid not less than the prevailing wage rate to which that worker is entitled under the New Jersey Prevailing Wage Act, as reflected in the appropriate Department of Labor and Workforce Development prevailing wage determination"; and
2. "In the event it is found that any worker employed by the contractor or any subcontractor covered by this contract has been paid a rate of wages less than the prevailing wage rate required to be paid by this contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the public body, any lessee to whom the public body is leasing a property or premises, or to any lessor from whom the public body is leasing or will be leasing a property or premises for any excess costs occasioned by the termination of the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages."

N.J.A.C. 12:60-9 App.

N.J.A.C. 12:60-9 App.

(See form on next page)

LOWEST BIDDER PREVAILING WAGE CERTIFICATION

In the matter of an award of a contract for public work for a project described as: [Enter project description below]

STATE OF NEW JERSEY
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF WAGE & HOUR COMPLIANCE
Certification of Lowest Bidder

_____, of full age and under oath, duly provides the following sworn statement:

(1) I am the owner and/or highest-ranking official or officer of a company or firm named (insert name below):

which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number _____.

(2) I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted.

(3) The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJDOL) pursuant to the New Jersey Prevailing Wage Act (NJPWA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOL rules, N.J.A.C. 12:60.

I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically, N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

Dated: _____ Signature: _____

Title: _____

ACKNOWLEDGEMENT RECORD

TO ALL CONTRACTORS/WORKERS

Pursuant to AHERA (Asbestos Hazard Emergency Response Act) Regulations, you are hereby informed that the Owner has conducted an inspection of its buildings for asbestos containing building materials. A Management Plan has been developed and approved. The plan identifies asbestos containing building materials, assesses their friability (the potential to be crumbled or reduced to powder by hand pressure), and recommends action based upon the potential release of asbestos fibers.

You are hereby informed that you have the right to inspect the Management Plan prior to the commencement of your work. You are also directed to inform the Owner if you are going to be working in an area that may cause you to disturb any existing asbestos containing building materials.

Your signature below acknowledges that you have been informed prior to the commencement of work and you have been made aware of your rights under the AHERA Regulations. Each Prime Contractor shall notify his subcontractors of the above notification.

Project: _____

Name (printed)

Signature

Company Name (printed)

Date

**CONTRACT LANGUAGE
YOU MUST READ**

CONTRACT TERMS AND CONDITIONS

The Bidder and the Owner agree to the following terms and conditions. The bid documents and the contract terms and conditions constitute the agreement between the parties.

The word “bid” / “proposal” / “quote” herein is intended to be all-inclusive of any and all types of bids, proposals, etc., to be submitted.

1. It is the bidder's responsibility to present bids/proposals/quotes to the owner before or at the time and the place designated. Bids/Proposals may be hand-delivered or mailed; however, the owner disclaims any responsibility for bids/proposals forwarded by regular or overnight mail. Bids/Proposals sent by express mail or delivery service must either
 1. Include the designation, above on the outside of the express mail or service envelope; or
 2. Must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Bids/Proposals/Quotes received after the designated time and date will be returned unopened.
2. Sealed bids/proposals forwarded to the owner before the time of opening of bids/proposals may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid/proposal. Once bids/proposals have been opened, they shall remain firm for sixty (60) calendar days.
3. More than one bid/proposal/quote from an individual, any business entity, regardless of structure, or association under the same names shall not be considered.
4. All prices and amounts must be written in ink or preferably machine-printed. Bids/Proposals/Quotes containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the owner following applicable law. Any changes, whiteouts, strikeouts, etc. in the bid/proposal must be initialed in ink by the person signing the bid/proposal.
5. Each bid/proposal/quote form must give the full business name and address, business phone, fax, e-mail, and the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids/Proposals/Quotes by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids/Proposals/Quotes by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated, and must contain the signature and designation of the president, secretary, or other person authorized to bind the corporation in the matter.
 - Bids/Proposals/Quotes by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
6. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
 - N.J.S.A. 2C:21-34, et seq. governs false contract payment claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false contract payment claim and/or knowingly make a material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if a said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - The bidder should consult the statutes or legal counsel for further information.
7. **LICENSING**
The contractor represents that it possesses any license or permits that may be required to perform its Contract work.
8. **OSHA**
The contractor shall comply with all applicable requirements of the Occupational Safety and Health Act, 29 U.S.C. 15, in the performance of the work and services of this Contract.
9. **APPLICABLE STATE LAW REGARDING CLAIMS**
This Contract is subject to all provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.
10. **Pay-to-Play Disclosure** - Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or www.elec.state.nj.us.
11. Official Request for Bid/Proposal/Quotes packages is available from the owner's website at purchasing@essex.edu with a non-refundable fee mentioned on the Legal Notice to Bidders to prospective respondents. All addenda are posted on this site. Potential respondents are cautioned

that they respond at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for the third-party-provided documents. Respondents are urged to register their contact information on the owner's website so that the college can send any addenda to these specifications to them.

BID SECURITY AND BONDING REQUIREMENTS

A. BID GUARANTEE

Bidder shall submit with the bid/proposal a certified check, cashier's check, or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for the full amount of the Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. *The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.* The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 18A:64A-25.16.

The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in the rejection of the bid/proposal.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for the full amount of bid price from a Surety Company authorized to do business in the State of New Jersey, and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor, or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 18A:64A-25.17.

The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid/proposal.

C. PERFORMANCE BOND

The successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 18A:64A-25.17.

D. LABOR AND MATERIAL (PAYMENT) BOND

The successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 18A:64A-25.17) in an amount not to exceed 100% of the project costs guaranteeing against the defective quality of work or materials for the period of one year.

REVISIONS AND ADDENDA

8. The bidder understands and agrees that its bid/proposal/quote is submitted based on the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
9. Bidders are expected to examine the specifications and related bid/proposal/quote documents with care and observe all their requirements. Ambiguities, errors, or omissions noted by bidders should be promptly reported in writing to the contracting agent. Any prospective bidder who wishes to challenge a bid/proposal/quote specification shall file such challenges in writing with the contracting agent no less than three business days before the opening of the bids/proposals. *Challenges filed after that time shall be considered void and have no impact on the county college or the award of a contract. In the event, that the bidder fails to notify the owner of such ambiguities, errors, or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid/proposal.*
10. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing and addressed to the owner's representative stipulated in the specification. To be given consideration, *a written request must be received at least three (3) business days before the date fixed for the opening of the bid/proposal/quote for goods and services, and construction bids.*

11. *All revisions and addenda to the specifications and notice will be in writing and will be provided through an advertisement in The Star-Ledger, sent to potential bidders who provided a physical mail address when obtaining a copy of the bid/proposal package, or had submitted a bid/proposal submission. All addenda so issued shall become part of the specification and bid/proposal/quote documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.*

When issuing addenda, the College shall provide required notice before the official receipt of bids/proposals/quotes to any person who has submitted a bid/proposal/quote or who has received a bid/proposal/quote package. They will be sent from certified mail or by certified facsimile transmission.

12. Discrepancies in Bids/Proposals/Quotes

- If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- If there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error in the summation of the extended totals, the computation by the owner of the extended totals shall govern.

13. Optional Pre-Bid/Proposals Conference

Attendance is not mandatory but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements

BRAND NAMES, STANDARDS OF QUALITY, AND PERFORMANCE

1. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
2. When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.
3. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
4. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

INSURANCE REQUIREMENTS

- E. Contractor's General Liability Policy must use Endorsement CG 20 10 (10.01) or its equivalent in combination with Endorsement CG 20 37 (10.01) or its equivalent. The Contractor's General Liability Policy shall be primary and non-contributing to any other insurance available to the Owner and the Additional Insureds.
- F. Contractor's General Liability policy must not include the following endorsements/exclusions or equivalent: CG 22 94 or CG 22 95 (Damage to Work Performed By Subcontractors Exclusion), CG 21 29 (Contractual Limitation Endorsement), or CG 24 26 (Amendment of Insured Contract Definition).
- G. All insurance obtained by the Contractor shall include a waiver of subrogation by the Contractor. Contractor shall require all insurance policies obtained by subcontractors to contain a waiver of subrogation by subcontractors.
- H. The coverages maintained by the Contractor shall be written by companies licensed to do business in the state of New Jersey and maintaining an AM BEST rating of A- or better with a financial rating of CLASS IX or larger.
- I. Each insurance obtained by Contractor shall contain the following wording verbatim:

"Essex County College" is interested in the maintenance of this insurance and it is agreed that this insurance will not be cancelled, materially changed, or not renewed without at least thirty (30) days advance written notice to Essex County College, 330 University Avenue, Newark, New Jersey 07102, Attn: Christine A. Soto, Esq., General Counsel, by certified mail – return receipt requested."
- J. Copies of all insurance policies and/or certificates of insurance evidencing insurance provided by the Contractor shall, prior to the commencement of any Work at the Site, be furnished to Owner at:

330 University Avenue
Newark, New Jersey 07102
Attn: Christine A. Soto, Esq.

In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Contractor who agrees to pay the cost thereof to the Owner upon demand. The procurement of insurance by Owner on behalf of Contractor shall not be deemed to be a waiver of the requirements of this Article 14, and shall not preclude the Owner from exercising other rights under the Contract Documents.

- K. **Waiver of Subrogation:** The Contractor hereby, on behalf of itself and any of its insurance carriers, successors, assignees, subcontractors, suppliers and vendors, waives and relinquishes any and all rights of subrogation arising in any way from or related to this Agreement or the Project, including but not limited to claims against Essex County College, Architect and Engineer, their consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees. The Contractor shall require of the Contractor's subcontractors, agents and employees, by appropriate written agreements, similar waivers in favor of the parties enumerated herein.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will defend, indemnify and save harmless Owner, Owner's Representative, Architect, their affiliates and agents, their respective members, officers, directors, and employees, (each an "Indemnitee", collectively the "Owner Indemnitees") from and against any and all liability (including, but not limited to, statutory liability), loss, damages, interest, judgments, claims and liens growing out of, and any and all costs and expenses (including, but not limited to, attorneys' fees and disbursements) arising out of or incurred in connection with, any and all claims, demands, suits, actions, and/or proceedings which shall be made or brought against any of the Owner Indemnitees and without any contribution from any Indemnitee or insurer thereof for or in relation to: (a) any (or any alleged) injury to, or death of, any person or persons (including, but not limited to, officers, directors, and employees of any of the Owner Indemnitees or of Contractor or its Subcontractors) or any (or any alleged) damage to or loss of the use of property (including, but not limited to, property of any of the Owner Indemnitees) or otherwise, arising out of or in connection with the performance of the Work and which shall be (or shall be alleged to be) in whole or in part due to or the result of any act, omission, negligence, carelessness, or unlawful conduct on the part of Contractor, its agents, or subcontractors, or anyone directly or indirectly employed by any of them, or a default of Contractor in performance of any of its obligations hereunder; and (b) any infringement or alleged infringement of any patent, trademark, or copyright growing out of the performance of the Work and/or the use therein of any material, equipment, or process supplied by or through Contractor. The contractor's agreement to defend and indemnify extends to the Owner Indemnitee's concurrent or partial negligence, whether actual or alleged, to the fullest extent permitted by law. Notwithstanding anything to the contrary herein, the Contractor shall have no indemnity obligation under this paragraph to the extent such claim, loss, liability, damage, cost, or expense arises out of the sole proven negligence or unlawful conduct of an Owner Indemnitee.

The Contractor shall indemnify and hold harmless all of the Owner Indemnitees from and against any costs, and expenses (including reasonable attorney's fees) incurred by any of the Owner Indemnitees in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under this Agreement.

LIABILITY FOR DEFECTIVE SERVICES:

Notwithstanding any payment or payments by Owner hereunder, Contractor shall be liable to Owner for all injuries sustained by Owner, its employees, officers, trustees, officials, directors, managers, and agents' employees, and any third party, by reason of any failure of Contractor to properly discharge its contractual obligations to Owner, its unsafe activities, its negligence, or its intention misconduct.

PRICING INFORMATION FOR PREPARATION OF BIDS/PROPOSALS

1. The owner is exempt from any local, state, or federal sales, use, or excise tax. The owner will not pay for N.J. State Sales and Use Tax that is included in any invoices.
2. Estimated Quantities: The owner has attempted to identify the item(s) and the estimated amounts of each item bid/proposal/quote to cover its requirements; however, experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
3. The contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids/proposals/quotes submitted shall have included this cost.
4. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination, and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
5. In the event of a public emergency declared at the local, state, or federal level before the expiration of the contract, if the owner opts to extend the terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for construction for the duration of the emergency.

APPLICABLE LAW

This Contract and all litigation arising from or related to the Contract shall be governed by the County Colleges Contracts Law, N.J.S.A. 18A:64A-25.1 *et seq.*, and shall be governed by the applicable laws, and regulations, of the State of New Jersey without reference to conflict of laws principles. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations. To the extent that applicable law requires that

certain language be included in the Contract, such language shall be deemed included by reference.

CONTRACT MODIFICATIONS

The owner reserves the right to issue Contract modifications, subject to mutual agreement between the Parties as to an equitable adjustment of the Contractor's compensation. All such amendments shall be in writing. Where the Parties cannot agree upon an equitable adjustment, the Owner may direct that the modification be implemented and adjust compensation in a reasonable matter as the Owner sees fit. In such circumstance, Contractor shall comply with the modification and, if so inclined, pursue a claim against Owner. In order for the Contractor to pursue such a claim, it must have notified the Owner in writing of its intent to do so within seven business days of its receipt of the written directive from the Owner to proceed over the Contractor's objection. All Contract modifications must be signed by the Owner's Representative designated below on behalf of the Owner.

WAIVER BY OWNER

Notwithstanding any language found elsewhere in the Contract, the Owner shall not be deemed to have waived any right of Owner or requirement of Contractor unless such waiver is found in a writing signed by the Owner's Representative designated below and specifically and expressly stating the precise nature of the intended waiver. No such waiver by the Owner shall be implied.

INTERPRETATION

If any provision in this Contract is found to be ambiguous, it is agreed that such ambiguity need not be resolved against the drafter.

COUNTERPARTS

This Contract may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one agreement binding on the parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. For purposes of this Contract, a counterpart signed by facsimile or other electronic means shall constitute an original. Any Party delivering an executed counterpart of this Contract by electronic means shall, if requested, also deliver an original executed counterpart, but the failure to deliver an originally executed counterpart shall not affect the validity of this Contract.

STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included in this specification.

1. Goods, General Services, Professional Service, and Construction Contracts

Each 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:

- a. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
- b. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- c. The successful bidder shall complete an Initial Employee Report, Form AA-302, and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

B. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the Contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Attachment B of this document.

C. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the Contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification as Attachment C. The Contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

D. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provides that no business organization regardless of the form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or

more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

E. PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, Essex County College is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor and each subcontractor that is required by law to be named in a bid/proposal/contract have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the Contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or another contracting document is awarded or authorized.

During the course of contract performance:

- A) the Contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the Contractor with valid proof of business registration.
- B) the Contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- C) the Contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the Contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the Contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or before paying for goods or services, whichever is earlier.

F. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in the energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 18A:64A-25.43, the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

G. PURCHASE ORDER REQUIRED

No contractor or vendor shall commence any project, provide any service or deliver any goods until he/she receives an approved purchase order authorizing work to begin or goods to be delivered.

H. DEBARMENT, SUSPENSION, OR DISQUALIFICATION – Federal Executive Orders #12549, #12689, and N.J.S.A. 52:32-44.1 (P.L. 2019, c.406).

Essex County 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, the State of New Jersey Consolidated Debarment Report; and the Federal Debarred Vendor List – Exclude Parties List System. (www.state.nj.us/treasury/debarred).

All bidders 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, or the Federal Debarred Vendor List – Excluded Parties List System.

I. QUALIFICATION OF BIDDERS – CONTRACTOR QUESTIONNAIRE CERTIFICATION FORM

Essex County College may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the proposal and shall furnish all information to the College that the College may require to determine the Contractor's ability to perform the duties and obligations as outlined in

these specifications.

All bidders are reminded that proposals may be rejected as not being responsive, therefore bidders are asked to complete the Questionnaire and to provide any supporting documents with the proposal package.

J. NOTICE OF EQUIPMENT AND MATERIALS CHANGES

The contractor shall notify Essex County College of impending changes in or discontinuation of models or specifications in materials or equipment known to him at the time of delivery and to deliver only the latest model and design of equipment specified at the time of delivery unless notified otherwise by the College.

K. WARRANTY

The Contractor will replace without charge for materials, labor, or transportation any and all parts found defective within one year from the date of final acceptance.

If equipment fails to function properly for any reason whatsoever (other than negligence on the part of a College employee) within the first thirty days after delivery, it shall be replaced with new equipment under the conditions of warranty and manufacturer's guarantee as stated for new equipment or replacement.

SERVICE

During the warranty period, the Contractor will furnish field service within a twenty-four (24) hour period. The Contractor will provide loaner equipment, comparable to the equipment furnished, at no cost to Essex County College, if any equipment breakdown occurs which cannot be repaired within the twenty-four (24) hour service period.

The Contractor shall provide at the time of delivery, service and operational manuals, schematics, parts lists, and any other technical data on each category of equipment purchased; listing the manufacturer's name, model number, and modifications. All the above data shall correspond to the equipment purchased.

Vehicles and equipment are to receive pre-delivery inspection and service according to the manufacturer's specifications.

Operation instructions and manuals will be provided by the Contractor's representative to Essex County College personnel at the time of equipment delivery.

L. DOCUMENTS

A certificate of ownership will be furnished.

Vehicles shall conform to Motor Vehicle Laws of the State of New Jersey and State inspection to be acquired before acceptance by the College.

In addition to equipment specified in basic specifications, vehicles shall be equipped with all other standard equipment as specified by the manufacturer and must be so equipped and constructed to permit Gross Vehicle Weight specified. Equipment shall be equipped following federal regulations, including OSHA.

M. AUTHORITY OF ESSEX COUNTY COLLEGE

On all questions concerning the interpretations of specifications, the acceptability, quality of materials of items furnished and work performed the classification of materials, the execution of the work, and the determination of payment due or to become due, the decision of the Essex County College Board of Trustees, or its designate, shall be final and binding.

N. FORCE MAJEURE

As used in this Agreement, an event of "Force Majeure" shall mean any event that: (a) prevents the affected Party (the "Affected Party") from performing its obligations under this Agreement or complying with any conditions required by the other Party under this Agreement, and (b) is unforeseeable and is beyond the reasonable control of and not the result of the fault or negligence of the Affected Party or such Affected Party's Personnel (or their Affiliates), and (c) could not have been prevented by the Affected Party's or its Personnel's (or their Affiliates) exercise of reasonable diligence. For purposes of clause (b) above, the following events shall be considered to be beyond the reasonable control of an Affected Party or its Personnel: war, civil insurrection, flash floods, hurricanes, tornadoes, typhoons, lightning strikes, earthquakes, epidemics, quarantines, embargoes, riots, and sabotage. Notwithstanding anything in this Section to the contrary, in no instance will the following be considered events beyond Contractor's reasonable control or constitute a Force Majeure event: (i) strikes or labor disturbances involving the employees of Contractor or any of its Subcontractors or caused by any violation by Contractor or its Subcontractors of any labor agreements; (ii) price fluctuations with respect to labor or materials, supplies or components of equipment related to items to be supplied by Contractor under this Agreement; (iii) mere economic hardship (including as suffered by the Affected Party or its Personnel or any of their Affiliates), or (iv) normal climatic conditions (based upon a one hundred year period) at the Project Site.

Burden of Proof. The burden of proof as to whether a Force Majeure event has occurred shall be upon the party claiming a Force Majeure event.

Excused Performance. If the Affected Party is rendered wholly or partly unable to perform its obligations under this Agreement because of a

Force Majeure event, such Affected Party will be excused from whatever performance is affected by the Force Majeure Event to the extent so affected, provided that:

- the Affected Party, within twenty-four (24) hours after knowing of the occurrence of the Force Majeure event, gives the other Party written notice describing the particulars of the occurrence;
- the suspension of performance resulting from such Force Majeure event shall be of no greater scope and no longer duration than is reasonably required by the Force Majeure event;
- no obligations of either Party which arose before the occurrence causing the suspension of performance are excused as a result of the occurrence;
- the Affected Party must continue to perform its obligations under this Agreement to the extent possible, and the Affected Party must use all reasonable efforts to overcome, mitigate and remedy the damages, delays, and effects of the Force Majeure and its inability to perform its obligations under this Agreement as a result thereof; and
- when the Affected Party is able to resume the performance of its obligations hereunder, that Party shall give the other Party written notice to that effect and shall promptly resume such performance.

O. SUBCONTRACTS

Prior to awarding any subcontract, the Contractor shall notify the Owner and Architect or Engineer of the name of each proposed subcontractor and the amount of the subcontract. The owner shall have the right to reject any subcontractor who does not establish to the satisfaction of the Owner its experience, competence, and financial ability to perform the Work. Owner agrees to act diligently upon receipt from Contractor of the names of proposed subcontractors and shall not delay the award of any subcontract to a subcontractor deemed acceptable to Owner.

If Owner disapproves of a proposed subcontractor, it may direct the Contractor to award such work to an alternate subcontractor of the Owner's choosing provided that if an increase in the cost of performing the Work or furnishing the materials caused by the award of a such subcontract to the alternate subcontractor shall result, Owner, shall have the option to permit the original subcontractor to work or approve a Change Order in accordance with "Changes in the Work" herein, and an appropriate adjustment of the Contract Sum.

By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities which the Contractor assumes toward the Owner. The Contractor shall make available to each subcontractor copies of the Contract Documents to which the subcontractor will be bound.

All subcontracts and purchase orders shall include provisions that: (a) they are assignable to Owner, or another contractor designated by Owner, without consent of the subcontractor; (b) that upon such an assignment becoming effective such subcontractor will be bound to Owner or such contractor designated by Owner as fully and in the same manner as such subcontractor is bound to Contractor under such subcontract; and (c) that upon such assignment becoming effective all sureties of the obligations of such subcontractor shall be bound to Owner or such contractor designated by Owner as fully and in the same manner as such sureties are bound to the Contractor. The assignment of such subcontracts shall not become effective unless an event of default has occurred hereunder and Owner has terminated this Contract.

The Contractor shall include in its subcontracts all requirements concerning affirmative action and equal employment opportunity set forth in "Equal Employment Opportunity and Affirmative Action Requirements" set forth, and require that subcontractors submit all applicable forms.

The Contractor shall include in its subcontracts the dispute resolution provisions herein.

P. ASSIGNMENT

Owner and Contractor each bind themselves, their successors, assigns and legal representatives to the other party hereto, and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. However, the obligations of the Contractor arising hereunder may not be assigned without the Owner's prior written consent. Contractor further agrees to insert in all subcontracts the requirement that the subcontract shall not be assigned other than to the Owner or to another Contractor designated by the Owner without the Owner's prior written consent.

Q. PROHIBITED INTEREST

No official of the College who is authorized in such capacity and on the behalf of the College to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any material or supply contract or any subcontract in connection with the furnishings of supplies and/or equipment, shall become directly or indirectly interested personally in this contract or in any part thereof.

R. THE COLLEGE RESERVES

The right to cancel part of all of the awards in the event of a failure by the Contractor to deliver the materials as required and/or the failure to furnish materials as specified.

In case of rejection or non-delivery, the College may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby as well as up to 15% for any and all fees, legal and otherwise.

S. MAINTENANCE OR RECORDS

Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documents related to products, transactions, or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

DOCUMENT CHECKLIST

The bidder shall complete and sign the Bid/Proposal/Quote Submission Document Checklist and include it in the bid/proposal/quote submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid/proposal/quote.

A. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

B. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59 et seq). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums, and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheets - must be furnished. All containers which are stored at an owner's facilities by the Contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. www.nj.gov/health/workplacehealthandsafety/right-to-know/.

C. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The Contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the Contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and prosecute the work to completion.

The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned period. The Contractor shall submit said certified payrolls in the form outlined in N.J.A.C. 12:60-2.1(c). It is the Contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html.

D. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After the bid, and proposals are received and before the award of the contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower-tier sub-subcontractors shall be registered before starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate before starting work on the job.

Under the law, a "contractor" is "a person, partnership, association, joint-stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or another state.

To register, a contractor must provide the State Department of Labor and Workforce Development with a full and accurately completed application form.

The form is available online at www.state.nj.us/labor/lssc/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

E. EQUIPMENT CERTIFICATION

Bidder shall certify on the Equipment Certification form that they control or have access to the equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid/proposal.

METHOD OF CONTRACT AWARD

- The length of the contract shall be stated in the technical specifications. Please see Section "Termination of Contract" for additional information.
- Depending on the nature of the bid and as the college determines in its best interest, the college may award the bid as per N.J.S.A. 18A:64A-25.1 et seq.
- The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner; material exceptions shall not be approved.

- The successful bidder/respondent shall complete the W-9 Form and submit it to the college before the contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf.

Continuation of the terms of the contract beyond the fiscal year is contingent on the availability of funds in the following year's budget. In the event of the unavailability of such funds, the owner reserves the right to cancel the contract.

CAUSES FOR REJECTING BIDS AND APPEAL OF DECISIONS

- No bid/proposal/quote shall be accepted which does not conform to the specifications. Nothing contained in this specification shall be construed as depriving any county college of the right to reject all bids/proposals.
- Bidder acknowledges that this bid and the award of a contract are governed by the County College Contracts Law, N.J.S.A. 18A:64A-25.1 et seq. and that any legal challenges to the bidding process, the award of contract, or the rejection of any bids shall be pursued before the Board of Trustees of Essex County College following P.L. 1994, Ch. 48, Sec 6f and the Rules Governing Hearings Before the Board of Trustees of Essex County College.
- If a Bidder challenges or protests the award of a Bid, it shall reimburse the Owner for all costs, expenses, and losses incurred by the Owner, including all attorney's fees, because of such challenge or protest, except to the extent that the Bidder may be adjudicated to be a prevailing party against the Owner as to such challenge or protest. Under no circumstances shall the Owner reimburse to any party any fees, costs, or expenses related to a bid challenge or protest.

TERMINATION OF CONTRACT

- Termination for Convenience.** The owner may terminate this Agreement for convenience without cause at any time upon ten days' written notice. Upon receipt of the notice, the Contractor shall discontinue its Work, remove its equipment, materials, and employees from the site and take such action as necessary to terminate its agreements with subcontractors and suppliers. The Contractor shall then promptly deliver to the Owner a statement covering the balance owed under this Agreement for Work completed and materials ordered prior to receiving the notice of termination for convenience, for demobilization, and for any other costs for which it is liable to others by reason of such termination. Under no circumstances will Contractor be entitled to any lost profits by reason of termination for convenience. If the Owner terminates this Agreement pursuant to the provision entitled "Termination for Cause" and it is ultimately decided by a court of law or an arbitration panel that the Contractor has not failed to comply with any of the provisions of this Agreement or should not have had this Agreement terminated for cause, such termination shall be treated as a Termination for Convenience pursuant to this Clause and Contractor shall have no further or additional recourse in connection with such termination.
- Termination for Cause.** The owner shall have the right to terminate this Contract after giving ten days' written notice of termination to the Contractor in the event of any default by the Contractor.
- Default.** It shall be considered a default by the Contractor whenever the Contractor shall:
 - ☐ declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
 - ☐ disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof;
 - ☐ fail to provide a qualified superintendent, competent workers or subcontractors, or proper materials, or fail to make prompt payment therefor;
 - ☐ shall repeatedly refuse or fail to supply enough properly skilled workers or proper materials;
 - ☐ repeatedly disregards applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of a public authority.
- In the event of termination of the Contract by the Owner because of default by the Contractor, the Owner may take possession of the Work and all materials and equipment thereon and may finish the Work by whatever method and means it may select.
- Upon termination of the Contract by the Owner, no further payments shall be due to the Contractor until the Work is completed. If the unpaid balance of the contract price shall exceed the cost of completing the Work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the Work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default shall be certified by the Owner.

DISPUTE RESOLUTION PROCEDURES

- The Contractor shall give Owner written notice within three (3) days after the happening of any event which the Contractor believes may give rise to a claim by the Contractor or its subcontractors for an increase in compensation or an extension of the time of performance. Within ten (10) days after the happening of such event, the Contractor shall supply Owner with a statement supporting the claim, which statement shall include Contractor's detailed estimate of any change in compensation and the time of performance occasioned thereby. If requested by Owner in writing, the Contractor shall substantiate its claim with payroll documents, paid invoices, receipts, records of performance and other documents satisfactory to Owner and subject to Owner verification. Owner shall not be liable for, and the Contractor waives, any claim or potential claim of the Contractor of which the Contractor knew and which was not reported by the Contractor in accordance with the

provisions of this Article. The Contractor agrees to continue performance of the Work during the time any claim hereunder is pending. Owner shall not be bound to any adjustments in compensation or time performance for the Contractor's claim unless expressly agreed to by Owner in writing.

- B. To the greatest extent permitted by law, notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any Work, the delivery of any material, the payment of any moneys to the Contractor, or otherwise, the Contractor agrees that it will not directly or indirectly stop or delay any Work or part of its Work on its part required to be performed or stop or delay the delivery of any materials on its part required to be furnished hereunder, pending the determination of such dispute or controversy. Failure of the Contractor to continue proceeding diligently with the performance of Work shall constitute a material breach of contract, regardless of the ultimate decision on the dispute, it being understood and agreed that any controversy between the parties shall not be deemed a basis to delay or suspend the Work, unless directed otherwise by the Owner.
- C. All claims, disputes, and other matters in question between the Owner and the Contractor arising out of or relating to this Contract or any breach thereof, except for claims which have been waived by the acceptance of Final Payment, shall be submitted to mediation within thirty days after a final determination is made by the Owner with regard to the claim, dispute or matter. The mediator shall be selected by mutual agreement between the parties or by the American Arbitration Association if an agreement cannot be reached among the parties. The mediation shall be conducted at the Essex County College, Newark, New Jersey. The cost of the mediation shall be borne equally among the parties. The mediation shall be attended by an executive officer of the Contractor who shall have full authority to act for and bind the Contractor and with duly authorized representatives of the Owner. Mediation shall be a condition precedent to arbitration.
- D. All claims, disputes, and other matters in question between the Owner and the Contractor arising out of or relating to this Contract or any breach thereof, not settled by mediation, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and applicable State statutes then in effect unless the parties mutually agree otherwise. The scope of the authority of the arbitrators in issuing any award shall be limited by any statute or regulation which governs the liability or damages from the Owner. The award rendered by the arbitrators in any such arbitration proceeding shall be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- E. The parties acknowledge that by choosing arbitration as their sole means of dispute resolution, they are waiving their right to trial, whether by jury or by a judge and agree to submit all statutory, contractual, and equitable claims that may arise out of this Contract and the performance of the Work to binding arbitration. The parties further acknowledge that they are choosing arbitration, in part, in order to expedite the disposition of any disputes and, toward that end, they agree to work cooperatively with the arbitrator to limit discovery while preserving their rights to effectuate a thorough prosecution of their claims and/or defense against any claims that may be raised in the arbitration.
- F. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or another matter in question has arisen, and in no event shall it be made before the mediation has been requested or after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- G. The Owner, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided, however, that (1) the arbitration agreement governing the other arbitration permits consolidation, and (2) the arbitrations to be consolidated substantially invoke common questions of law or fact.
- H. The mediation and arbitration process shall not affect the Owner's right to terminate the Contractor's Work, in whole or part, whether for the Owner's convenience or due to the Contractor's default; and/or otherwise act in the public interest

DELIVERY

- A. Deliveries must be made within the time specified by the College on the order. Under no circumstances will a purchase order be valid for a period in excess of 90 days, unless otherwise specified. Such time shall be computed on the basis of the number of stated calendar days from the date on the order or as agreed prior to the date on the order. If delivery is not made within such time, the College reserves the right to cancel the order and upon specific agreement, a new purchase order may be issued or placed the order as stated herein. Packages will NOT be received by Essex County College unless all delivery charges have been paid.
- B. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility at no cost to the College for placing and installing the equipment furnishings in the locations required. All finished surfaces shall be cleaned and polished by the Contractor prior to final payment.
- C. DELIVERY TIME. Unless otherwise stipulated:
 - Deliveries shall be made between 8:30 A.M. and 4:00 P.M. Monday through Friday at the College Receiving Department or as otherwise specified.
NOTE: The College will be closed on Fridays during July and August; therefore, deliveries shall be made between 8:30 A.M. and 4:00 P.M. Monday through Thursday.
 - 2. The College reserves the right to reject any delivery made before or after the aforesaid times unless the schedule(s) provides(s) for different delivery times.
 - 3. All areas affected by delivery shall remain unobstructed so "business" can operate as usual unless otherwise stated by the College.
- D. All containers are to be removed from the building(s) and campus.

- E. When the bid standard in the purchase order is “as per sample,” delivery shall conform to such sample when it was new and unused. Unless otherwise stated in the purchase order, deliveries must consist only of new and unused merchandise.
- F. The vendor accepts responsibility for damages to persons and property that may result from any act of his or his agent in making deliveries.
- G. Where possible all goods delivered are to be manufactured or produced in the United States or its territorial possessions.
- H. Open market orders are subject to audit by the Purchasing Department as to the reasonableness and justness of the prices charged.
- I. EXCESS ON ORDER Only the College reserves the right to require any specified additional delivery on any item in excess of the quantity originally ordered.
- J. NOTICE TO VENDORS. Vendors are authorized to ship only those items covered by the contract. If a review of material received indicates that material other than that covered by the contract has been ordered and delivered, the Director of Purchasing will take such steps as are necessary to have the material returned regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be demanded. Compliance with this requirement is the full responsibility of the vendor. Violation of this clause may also result in the removal of the offending vendor’s name from the mailing list for a period of up to three years.

PAYMENT

- 2. No payment will be made unless duly authorized by the owner’s authorized representative and accompanied by proper documentation.
- 3. Payment will be made following the owner’s policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the Purchase Order number, the services performed during the prescribed period, the amount claimed, and the correlation between the services claimed and this proposal.
- 4. Purchase Order (P.O.) Number must appear on all invoices and must be submitted to the Accounts Payable Department at accountspayable@essex.edu.
- 5. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 - Deliverables not complying with the project specification;
 - Claims filed or responsible evidence indicating the probability of filing claims;
 - A reasonable doubt that the contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- 6. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.
- 7. **Owner’s right to withhold payment:** The owner shall have the right to withhold payment to the Contractor in the event that a 10-day cure notice has been issued to the Contractor and the required cure has yet to be fully implemented. Such payment withholding shall be in such amount to cover 120% of the Owner’s estimated cost of having to implement the needed cure at its cost. Where a termination notice has been issued to Contractor, no further payment shall issue to Contractor, except in accordance with the termination-for-cause provision elsewhere in this Contract. Where Contractor has caused the Owner to be exposed to third-party claims, Owner shall have the right to withhold payment in an amount equal to 120% of the estimated liability of the Owner on such claims.

CONTRACT RENEWAL OR EXTENSION

In the event, the Contract has an extension or renewal option by the Owner and the Owner determines that it is in its best interest to extend or renew the contract, the Contractor will be so notified in writing at least 30 days prior to the expiration date of the existing Contract. In the event that Owner determines to exercise the renewal or extension option, the Contractor agrees to provide the Services for the period of renewal or extension determined by the Owner. The Contractor agrees to pay at least the minimum wage, as such rate may be increased over the term of the Contract, as may be extended at the sole discretion of the Owner in accordance with the provisions of the Request for Bids.

OTHER PROVISIONS

- ☐ Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as may be amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the Contractor shall:
 - Not use or disclose protected health information other than as permitted or required by law
 - Use appropriate safeguards to protect the confidentiality of the information
 - Report any use or disclosure not permitted

The Contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from all liabilities, claims, actions, costs, and penalties that may be incurred as the result of the failure of the Contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- The owner shall retain all of its rights and interest in all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) to assist the Contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the Contractor, or permitted by the Contractor to be used by their parties at any time except in the performance of the resulting contract.

The Contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make them available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- Under state and federal statutes, certain government records are protected from public disclosure (e.g., HIPPA, FERPA, and others). The owner, the Contractor, and any subcontractors have a responsibility and an obligation to safeguard from public access student and employee personal information with which it has been entrusted when disclosure thereof would violate a student's right under the federal Family Educational Rights and Privacy Act (FERPA) and the employee's reasonable expectation of privacy. All payroll, personnel, and health insurance-related files are confidential. According to the New Jersey Open Public Records Act (OPRA), the owner retains the right to make any public disclosure under the law unless a claim of confidentiality under OPRA is made and sustained by the college. Also, among government records deemed confidential is administrative or technical information regarding computer hardware, software, and networks that, if disclosed, would jeopardize computer security. The Contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.

CONSTRUCTION REQUIREMENTS

THE CONTRACT DOCUMENTS

- A. The Contract Documents consist of this Contract, the Bid Specifications and Bidder's Price Proposal, the Technical Specifications and Contract Drawings, all written modifications issued after execution of this Contract, and the exhibits and forms attached hereto. These documents form the Contract, and all are fully a part of the Contract as if attached to this Agreement or repeated herein.

The Contract includes the following:

- A. This Contract
 - B. Bidder's Price Proposal.
 - C. Technical Specifications.
 - D. Drawings
 - E. Establishment of Targeted Goals for Construction Contractors and Subcontractors
 - F. Initial Project Workforce Report, Form AA-201
 - G. Monthly Project Workforce Report, Form AA-202
- B. The Contract Documents are complementary and cumulative, and what is called for one shall be as binding as if called for by all. To the extent of any direct conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately seek clarification from the Architect and notify the Owner that clarification has been requested. In the event that the Architect fails to clarify such discrepancy within a reasonable time under the circumstances, the Contractor shall proceed with the Work and give precedence to the Contract Documents in the following order of priority:
- i. Modifications issued after execution of this Construction Contract;
 - ii. This Construction Contract;
 - iii. Clarifications and/or Addenda issued prior to the execution of the Construction Contract, with the Clarifications/ Addenda bearing the latest date taking precedence;
 - iv. The Drawings and Specifications set forth in the Project Manual.

In resolving any conflicts among the Contract Documents, the Contract Documents shall be given precedence based on the order in which they are set forth immediately above and the more stringent requirements beneficial to the interests of the Owner shall control, as reasonably determined by the Owner

- C. The Contractor represents and warrants to the Owner that the Contractor has (a) examined the Contract Documents, the job site, the surroundings, and local conditions, and (b) made all investigations it deems necessary or appropriate for a full understanding of the scope of the Work to be performed, and (c) examined all other documents and data which it deems necessary or appropriate to establish the Contract Sum. The Contractor acknowledges that it considers the foregoing factors sufficient and is not relying upon any representations or warranties of the Owner except as expressly herein set forth.
- D. The Contractor shall carefully study and compare the Contract Documents with each other and with any other information furnished by the Owner and shall promptly report to the Owner and the Architect or Engineer errors, inconsistencies, or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency, or omission and knowingly failed to report it to the Architect or Engineer. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission that should reasonably have been recognized or have been discovered by a prudent and experienced Contractor in advance, without such notice to the Architect or Engineer, the Contractor shall assume complete responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.
- E. The Contractor shall take field measurements and verify field conditions and compare such field measurements and conditions with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Owner and Architect or Engineer at once.

THE WORK

- A. The Contractor shall perform all the work required by the Contract Documents, including the Technical Specifications and the Drawings (the "Work") for the Project, and complete the Work within the time frame set forth in the approved Project Schedule, which shall be prepared by Contractor and approved by Owner and Architect or Engineer as set herein.
- B. The intent of the Contract Documents is to include within Contractor's scope of Work the obligation to perform and to provide all labor, supervision, materials, supplies, insurance, tools, equipment, licenses, taxes, approvals, transportation, field surveying, and other services and items as are necessary to satisfactorily complete the Work. The intent of the Contract Documents is to also include within the Contractor's scope of work all testing required by the Project's Drawings and Specifications and all applicable building codes, state, county or municipal law. Further, the Owner in its sole discretion shall have the right to conduct additional testing to verify that the Work is performed in

accordance with the Contract Documents. The Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents either by activities of the Architect, Owner's Representative or Owner, in the administration of this Contract, or by tests, inspections or approvals performed by persons other than the Contractor. Matters not expressly included in the Contract Documents, but which are reasonably inferable therefrom as being necessary to produce Work in accordance with the Contract Documents, shall be deemed as part of the Work. For purposes of this section, the scope of the Work shall be deemed to include: (1) items commonly associated with items of Work shown; and (2) items commonly associated with the indicated purpose or quality. Notwithstanding anything to the contrary herein, the Contractor shall not be obligated to pay for the cost of any permits necessary to perform the Work that are issued by any state, county, or municipal government entity.

- C. The Contractor agrees to furnish its best skill, judgment, and efficient business administration in performing its obligations under the Contract. The Contractor agrees to maintain an adequate supply of workers and proper materials on the job site at all times, to perform the Work in the best and soundest way, and to cooperate with the Architect or Engineer, in order to complete the Work expeditiously in accordance with the Contract Documents.
- D. The Contractor shall provide competent supervision of all phases of the Work and shall cause the Work to be performed in strict and complete compliance with the Drawings and Specifications and all things indicated and reasonably implied therefrom. The Contractor shall act as the project manager to coordinate all work by subcontractors, attend all job meetings with the Owner and Architect or Engineer and periodically render reports to the Owner and Architect or Engineer on the progress of the Work.
- E. Contractor shall furnish to Owner and Architect or Engineer, prior to commencement of work and within twenty days from date hereof, a Construction Progress Schedule is broken down by stages and, after the issuance of any Change Order, shall furnish to Owner a revision of such Schedule. The Progress Schedule shall indicate the dates for the starting and completion of the various stages of construction (and shall be revised as required by the conditions of the Work, subject to the Owner's approval). The Contractor shall maintain the progress of the Work in accordance with the Construction Progress Schedule, as the same may be revised. In order to comply with the Construction Progress Schedule, the Contractor will ensure that all subcontracts clearly state that the requirements of the Construction Progress Schedule must be met.
- F. The Contractor shall perform its obligations hereunder in strict compliance with all applicable laws, ordinances, rules, regulations, orders, statutes, codes, and requirements of the Board of Fire Underwriters and all federal, state, municipal, and other governmental entities having jurisdiction over the Project. The Contractor shall apply for and obtain all licenses and permits required in connection with the Work and, unless otherwise stated in the Contract Documents, shall be responsible for the fees associated with such permits. Contractor warrants that, when completed, the Project shall be in compliance with all laws in effect at the time of completion. Changes in costs reasonably incurred by Contractor resulting from changes in any governmental requirements effective after the date of this Agreement (including interpretation by governmental officials which increase or decrease costs) shall be covered by a Change Order.
- G. With respect to any work performed by Contractor for which Owner has agreed to issue a change order, Contractor covenants to maintain complete and accurate books of account showing the costs of the Project, which books shall, at all reasonable times, be open to inspection by Owner and Architect or Engineer.

TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION, AND LIQUIDATED DAMAGES

- A. **Substantial Completion.** Within ten calendar days from the delivery of a notice from Owner to Contractor to proceed (the "Notice to Proceed") Contractor shall commence performance of the Work and, subject to authorized adjustments, Substantial Completion shall be achieved.
- B. **Punch List Completion Within Sixty Days Of Substantial Completion.** The Contractor shall complete all Contract Work within sixty days after the Substantial Completion as determined by the Architect or Engineer. If there is any item of equipment that cannot be obtained and installed within the aforesaid period of time, the Contractor shall so inform the Owner and Architect upon receipt of notice of Substantial Completion, and request additional time, which may be considered for that specific item.
- C. **Liquidated Damages.** The Contractor acknowledges and agrees that time is of the essence. If the Contractor shall neglect, fail or refuse to achieve Substantial Completion by the date set forth above, as may be extended by written Change Order, the Contractor does hereby agree, as a part of the consideration for the awarding of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$_____) for each calendar day beyond the date of Substantial Completion. Said amount of liquidated damages is agreed upon because of the impracticability and difficulty of fixing and ascertaining the true value of damage which the Owner will sustain by failure of the Contractor to complete the Work in a timely fashion.
- D. **Delay:** If the Contractor is delayed in achieving Substantial Completion of the Work by Force Majeure, by the acts of or failure to act by the Owner, Owner's Consultant's or Owner's separate contractors, or by the failure of governmental entities to process or issue permits, approvals, licenses or ordinances within customary time periods, or other causes beyond the Contractor's control that delaying the Contractor in achieving Substantial Completion of the Work, in the extension of the Substantial Completion Date, Contractor shall give notice to Owner promptly and in no event later than three (3) calendar days of the delay causing event. Contractor's sole remedy for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension, or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) other similar claims (items i through iv herein collectively referred to in this section as "Delays"), whether or not such Delays are foreseeable, shall be an extension of time to complete the Work. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day. In no event shall the Contractor be entitled to any other compensation or recovery of any damages in connection with any Delays including without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration. Failure by Contractor to provide notice to Owner in accordance herein constitutes a waiver by Contractor of any right to a time extension.

CONTRACT SUM

- A. The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the total Contract Sum Such Contract Sum includes, without limitation, all labor, materials, tools, equipment, water, heat, power, transportation, facilities (temporary or otherwise), equipment rental costs and all other services necessary for the proper construction and completion of the Project in accordance with the Contract Documents.
- B. The Contract Sum is determined based upon a stipulated sum.
- C. The **Bid Price Proposal**, upon which the Contractor was determined to be the successful lowest responsible bidder to perform the Work as set forth in the **Technical Specifications**, and the **Drawings**. Any questions which arise as to the work to be performed under this Contract shall be determined by the Architect or Engineer with reference to the Bid Price Proposal Sheet, the Technical Specifications, and the Drawings.

PROGRESS PAYMENTS

- A. Based upon Applications for Payment submitted to the Architect or Engineer by the Contractor, issued in such form as acceptable to the Architect or Engineer, and Certificates for Payment issued by the Architect or Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents.
- B. **Schedule of Values.** The Contractor shall promptly prepare and present to the Owner a proposed Schedule of Values allocating the actual cost of the Work among the different elements of the Work. If requested by the Owner, the Contractor shall provide additional detail and supporting data as the Owner may require substantiating the accuracy of the Schedule of Values. The Contractor shall not front-end load its schedule of values by increasing any element thereof in excess of the actual cost, and such acts shall constitute a material breach of this Agreement. The Contractor's Schedule of Values shall be used in determining the amounts payable to the Contractor hereunder, but only after it has been acknowledged in writing by the Owner. The Schedule of Values may be amended when mutually acknowledged in writing by the Owner and Contractor.
- C. **Work Performed and Off-Site Materials.** Payments to the Contractor shall be based upon Work actually performed, installed, and approved by the Architect or Engineer and materials stored off-site, provided, however, that with respect to materials stored off-site, the following conditions shall have been satisfied: (a) Owner shall be furnished with an original invoice from the material supplier certifying that the price of such materials has been paid in full by Contractor; (b) Owner shall receive a warranty bill of sale for such materials; (c) Owner shall have received a certificate evidencing that such materials are insured against loss on an all risk basis with Owner listed as the named insured; (d) such materials shall be clearly and visibly marked and tagged so as to indicate that title thereto is vested in Owner; (e) Architect or Engineer shall have inspected and approved such materials for incorporation into the Project; (f) Owner shall have received an effective waiver of all liens and rights to assert liens from the owner and lessor of the property upon which such materials are stored; (g) Owner shall have received an Affidavit from Contractor certifying that such materials will be incorporated into the work; (h) a retainage of ten percent (10%) shall be withheld from each payment for stored materials, in addition to the normal retainage withheld.
- D. **Applications for Payment.** At least fourteen days before each payment is due, the Contractor shall furnish to the Architect or Engineer an itemized Application for Payment showing the value of Work performed through the end of the calendar month. The Contractor acknowledges that the Architect's or Engineer's approval and/or signature of the Contractor's Application shall not relieve or decrease the Contractor's obligations under the Contract. Upon the Architect's or Engineer's approval of the Contractor's Application, the Architect or Engineer shall forward such Application to the Owner.
- E. **Certification Relating to Applications for Payment.** Each Application for Payment shall be notarized and bear the signature of the Contractor's Project Manager or of a more senior representative of the Contractor, which signature shall constitute the Contractor's representation to the Owner that the Work indicated in the Application has progressed to the level represented, has been properly and timely performed as required herein, that no Work has been included in the Application for Payment contrary to the request of the Owner, or contrary to any provision of the Contract Documents, that expenses and costs claimed in the Application have been actually incurred, that all obligations of the Contractor covered by prior Applications have been paid in full, and that, to the best of the Contractor's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's Application for Final Payment shall further constitute the Contractor's representation to the Owner that, upon receipt from the Owner of the amount requested, all obligations of the Contractor to others incurred in connection with the Project will be paid in full within ten work-days of such receipt. In the event that the Owner becomes informed that any of the foregoing representations by the Contractor are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Contractor until the inaccuracy, and the cause thereof is corrected to the Owner's reasonable satisfaction.
- F. **Lien Releases and Verified List of Subcontractors.** Each Application for Payment shall be accompanied by the Contractor's and subcontractors' lien releases and partial waivers of lien that are conditioned upon the Contractor's receipt of payment from the Owner, for the full amount of the payments made through the date of the Application for Payment and to be made under the current Application for Payment and the Work covered thereby. Provision of such lien releases and waivers of claim shall be a condition precedent to the Owner's duty to make payments to the Contractor. The Contractor's application for Final Payment shall be accompanied by final lien releases and waivers of claim from the Contractor and all subcontractors together with a verified list of all subcontractors, including suppliers of materials and systems incorporated into the Work. Provision of such final lien releases and waivers of claim and the verified list shall be a condition precedent to Final Payment to the Contractor.
- G. **Discharge of Lien Claims.** If any subcontractor refuses to furnish such evidence required by Owner, Contractor may be required to either withhold payment from such subcontractor or furnish a bond, as approved by Owner, in a form satisfactory to Owner, to indemnify them

against any such lien. In the event a subcontractor or material supplier files a lien against the Project, the Contractor shall promptly cause such lien to be formally released, bonded against, or satisfied, and shall reimburse the Owner for all costs and expenses, including, but not limited to, reasonable attorneys' fees, and bonding and title indemnity expenses incurred by it in contesting, discharging, releasing or satisfying such lien or defending or otherwise participating in such suit. Owner shall have the right to retain out of any payment then or thereafter to become due to Contractor 150% of the amount claimed to indemnify Owner against any lien that may appear in favor of any person claiming by or under the Contractor, which amount shall include reasonable allowances for the estimated costs, including, but not limited to, attorneys' fees to defend any action in connection therewith or deposits which need to be made to have such lien released against the Project. Contractor shall similarly indemnify and protect and defend Owner in respect of any lien in favor of any person claiming by or under it, including, among others, its subcontractors or its and their material suppliers that may appear after final payment is made.

- H. **Payment of Applications for Payment.** Once the Contractor's Application for Payment has been certified by the Owner following approval by the Architect or Engineer, the Owner shall authorize payment to the Contractor at the next scheduled public meeting and issue payment during the Owner's next payment cycle following the meeting at which payment was authorized. If the Application is not in proper order or is not supported by all required documentation, then the Owner shall notify the Contractor of such deficiency, and the time for payment of such Application, or any applicable part thereof, shall be extended by the amount of time required to cure such deficiencies.
- I. **Withholding of Payment.** Any provision of the Contract Documents notwithstanding, the Owner shall not be obligated to make a payment or payments to the Contractor that is otherwise due if, and for so long as, any one or more of the conditions set forth in this paragraph exists:
- (i) Contractor's Application for Payment is not in the form or supported by the documentation required by this Agreement.
 - (ii) Any part of such payment is attributable to Work which is defective or not strictly conforming to the requirements of the Contract Documents.
 - (iii) Contractor has failed to make payments promptly to its subcontractors, consultants, employees, or others performing services in connection with the Project.
 - (iv) Reasonable evidence exists of damage or loss to Owner or to a third-party to whom Owner is or may be liable unless such liability has been accepted by Contractor's insurer.
 - (v) Reasonable evidence exists that the Work cannot be completed within the Contract Time and that the unpaid balance would be inadequate to cover actual damages or, if applicable, liquidated damages, for the anticipated delay.
 - (vi) Reasonable evidence exists that the Work cannot be completed for the unpaid balance of the Contract Sum.
 - (vii) Contractor is in default of any material obligations under the Contract Documents, after written notice by the Owner of such default to Contractor, and the Contractor has been given a reasonable opportunity to cure such default.

In the event that any of the foregoing conditions exist, the Owner shall be entitled to withhold from any sum then due or thereafter to become due, including from retained sums, an amount sufficient in the reasonable judgment of the Owner to satisfy, discharge and defend against such claims and to make good any losses, prospective losses, costs, attorney's fees, and other expenses which may result from the existence of such conditions. All other amounts due to the Contractor shall be paid as and when due.

- J. **Retainage.** The owner shall withhold ten percent of each progress payment due to the Contractor. Upon completion of fifty percent (50%) of the Work, retainage will be reduced to five percent until Substantial Completion of the Work. Owner may retain any such additional sums following Substantial Completion as Architect recommends is required to complete the Work. All amounts retained by Owner shall be retained until Final Completion of the Work and Contractor has signed its General Release and Final Waiver of Lien; provided, however, that Owner may, at its option, reduce or release retention for those subcontractors mutually agreed to by Owner and Contractor who have completed their portion of the Work provided that (i) such work has been approved by Architect or Engineer; (ii) each such subcontractor has signed a General Release and Final Lien Waiver; (iii) the Work is progressing satisfactorily in accordance with the Construction Progress Schedule; and (iv) such reduction or release does not, in Owner's opinion, increase Owner's financial risk on the Project. As a condition of the release of any retention to a subcontractor before the completion of the project, the subcontractor shall agree that the period of duration of any warranties made by it will not commence until the completion of all the Work.
- K. **"Final Completion"** shall be defined as such time as Contractor obtains a final Certificate of Completion from Architect or Engineer, and the Contractor submits to the Owner and Owner approves: (a) Release and Final Lien Waivers from Contractor and all subcontractors and material suppliers, in form and substance satisfactory to Owner; (b) Contractor's affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred by, through or under Contractor in connection with the Work (excluding Work pursuant to warranties and guaranties), have been paid or otherwise satisfied or, if not so paid or satisfied, that amounts satisfactory to Owner, in Owner's sole discretion, have been withheld to protect itself from any claims resulting therefrom, including, but not limited to, attorney's fees; (c) all Contractor's as built drawings, records and related data have been delivered to Owner; (d) all guarantees and warranties to which Owner is entitled hereunder have been submitted; (e) all other customary permits, approvals, certificates and authorizations required by any authority having jurisdiction over the Project have been issued; and (f) all other documentation reasonably required by Owner has been supplied.
- L. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.
- M. Disputes regarding whether the Owner has failed to make payments in accordance with the Contract Documents may be submitted to the process of alternative dispute resolution set herein.

CHANGES IN THE WORK

- A. No one other than the Owner shall have the right to require or instruct the Contractor to make any changes, deletions, or addition to the Work that will result in a Change Order (as that term is defined in the General Conditions) or will result in a change to the Contract Sum. Any such changes, deletions, or additions authorized by Owner must be in writing and signed by a duly authorized representative of Owner which change order shall first be approved by a resolution of the governing body of Owner.

- B. The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by an executed Change Order. No person is authorized on behalf of the Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in writing signed by the Owner, and shall not relieve the Contractor of any other duties and obligations under the Contract Documents. No "constructive" changes will be allowed.
- C. A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon all of the following: (i) the change in the Work; (ii) the amount of the adjustment, if any, of the Contract Sum, and (iii) the extent of the adjustment, if any, of the Contract Time. A change in the Contract Sum or the Contract Time shall only be accomplished only by Change Order. No course of conduct or dealing between the parties, nor express or implied acceptance or alterations or additions to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.
- D. Owner, without invalidating this Agreement, may at any time direct changes in the Work, consisting of additions, deletions or other revisions. All such required changes in the Work shall only be memorialized in a written Change Order signed by Contractor and by Owner, and executed in the manner set forth in the following sections. Contractor hereby waives any claim to additional compensation or an extension of time for additional Work performed without a corresponding fully executed Change Order.
- E. With respect to any change in the Work proposed by Owner, the Contractor agrees to exercise its best efforts to furnish to Owner within ten (10) calendar days of Owner's request, a signed Change Order Proposal, in a form satisfactory to Owner, setting forth in detail, with suitable breakdowns by trades and work classifications, and using the unit price and/or other costing method specified by Owner, Contractor's estimate of: (1) the cost or savings of the Change Order, which costs shall be at the best price obtainable for, and shall reflect the most economical manner of affecting, such change; and (2) the changes in the Project Schedule (including required interim or milestone dates, the Substantial Completion Date and/or Final Completion Date) which would result from implementation of Contractor's Change Order proposal. If Owner approves Contractor's Change Order proposal, Contractor shall issue a written change order to be signed by a duly authorized representative of Owner, which change order shall first be approved by a resolution of the governing body of the Owner, and the dates of Substantial Completion and Final Completion, the Contract Sum, and the Contract Documents, as the case may be, shall be adjusted, if required, in accordance with the terms of such Change Order. All other terms and conditions of this Construction Agreement shall remain in full force and effect.
- F. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, without limitation, all direct and indirect costs and consequential damages associated with such change and any and all adjustments to the Contract Sum and the construction schedule.
- G. The owner reserves the right to award separate contracts for the performance of any work not included in the Work described in the Contract Documents.

ADDITIONAL OBLIGATIONS OF CONTRACTOR

- A. The Contractor shall comply with the County College Contracts Law, N.J.S.A. 18A:64A-25.1 et seq., and all applicable New Jersey State Statutes, Administrative Regulations, and Proclamations, including the payment of any prevailing wage rates required by law.
- B. The Contractor acknowledges that the Work will be performed in and around an active college campus and that it must cooperate fully with the Owner and Architect or Engineer with respect to any and all directives required to ensure the safety of students, staff, and the public.
- C. The Contractor shall confine operations at the site to areas permitted by the Owner and Architect or Engineer and applicable ordinances and permits and shall not unreasonably encumber the site with its equipment and materials.
- D. The Contractor shall require all personnel, including subcontractors, working on the site to carry a photo ID identifying which entity the employee works for, and said ID shall be visible at all times the employee is on the site or College grounds.
- E. The Contractor shall keep the site and surrounding areas free from the accumulation of waste material and rubbish caused by its operations under this Contract. At the end of each working day, the Contractor is responsible for leaving the site in clean and good condition. At the completion of the Work, the Contractor shall remove from and about the Project any (including but not limited to solid waste, recycling, or any hazardous materials) waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials.
- F. Smoking, drinking of alcoholic beverages, and use of illegal drugs on or near the site are strictly prohibited.

CONTRACTOR'S WARRANTIES, GUARANTY, AND OBLIGATIONS TO REPAIR FAULTY WORK

- A. Unless a longer period of time is designated in the Contract Documents or required by existing law or judicial determination, the Contractor hereby guarantees all Work performed under the Contract Documents against defects due to faulty or defective materials or workmanship, or failure of the Work to conform to the Contract Documents, as shall appear within a period of one year from the date of Final Completion of the Project. The Contractor shall require a similar warranty in all subcontracts, including the requirement that the Owner is reimbursed for any damage or loss to the Work resulting from such defects. Contractor agrees to repair or remove or replace as directed by Owner all Work which

is defective or which fails to conform to the Contract Documents; to repair, remove and replace as directed by Owner all damaged portions of the Work resulting from or which is incidental to defects in the Work as stated above, or failure of the Work to conform to the Contract Documents. All repairs, removals, and replacements must be commenced after written notice from Owner as soon as reasonably practicable having due regard to the circumstances and the nature of the defect and workmen and materials sufficient in the opinion of Owner, in Owner's sole discretion, must be furnished to ensure prompt completion thereof. Should Contractor fail to proceed in accordance with the provisions of this section, Owner without further notice to Contractor may furnish all labor and material necessary for said repairs, or removals and replacements. The Contractor agrees that the repair, replacement, or removal of such faulty or defective material or workmanship shall be at no cost to Owner and further that Owner shall be reimbursed for any damage or loss to the Work resulting from such defects sustained by Owner.

- B. The Contractor shall deliver to the Owner all warranties and guarantees, together with appropriate assignments, as provided in the Contract Documents, at the time and in the manner that may be prescribed therein. Notwithstanding anything to the contrary in the General Conditions, the warranties and guarantees of the Contractor and all subcontractors and suppliers under this section shall extend to all materials purchased by the Contractor pursuant to the provisions thereof and shall be for the benefit of the Owner.
- C. The Contractor shall make repairs promptly upon notification by the Owner. If the Contractor fails to make the necessary repairs within three days after due notice from the Architect or Engineer, the College may make the needed repairs and the cost of same will be deducted from the Contract Balance, provided, however, that in case of an emergency wherein the opinion of the Architect or Engineer serious loss or damage may occur, College may make repairs without previous notice and at the expense of the Contractor.
- D. The Contractor shall promptly correct or remove from the premises all work, materials or equipment determined by the Architect or Engineer as failing to conform to the Contract Documents, whether such work or materials or equipment have been incorporated into the Project or not, and whether observed before or after Substantial Completion. The Contractor shall commence replacement and re-execution of the Work in conformance with the Contract Documents within three days of written notice. The Contractor shall bear the full expense of the replacement and re-execution of the Work, as well as making good all Work of whatever kind destroyed or damaged by such removal or replacement.
- E. Investigations, Tests, Reports: During construction or period of guarantees, if the Owner, Architect, or Engineer finds what appears to be defective work or improper functioning of any material, equipment, or systems installed, the Contractor will be liable for all reasonable inspection fees incurred by Architect or Engineer to inspect the work or material, equipment, or systems in question and install similar work and apparatus in conformity with requirements of the Contract, and to make tests and to file complete reports as directed to establish such conformity.

SAFETY

- A. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions at the job site, including the safety of all persons and property affected directly or indirectly by the Contractor's operations during the performance of the work. This requirement shall apply continuously 24 hours per day until acceptance of the work by the Owner. The owner's responsibility to observe the Contractor's performance is not intended to include a review of the adequacy of the Contractor's safety measures in, on, or near the job site.
- B. The Contractor shall conform to and comply with all laws and regulations concerning occupational safety including the Occupational Safety & Health Act of 1970 and standards promulgated thereunder. The Contractor shall conform to regulations concerning Material Safety Data Sheets, labeling of hazardous materials, and training of employees.
- C. Hazardous Substances. "Hazardous Substance" means any and all chemicals, constituents, contaminants, pollutants, materials (including but not limited to petroleum or petroleum products), and wastes and any other carcinogenic, corrosive, ignitable, radioactive, reactive, toxic or otherwise hazardous substances, mixtures (whether solids, liquids, gases), daughter or degradation products or any similar substances now or at any time subject to regulation, control, remediation or otherwise addressed under all applicable environmental laws, codes, and regulations that are in effect or considered to be hazardous or otherwise harmful to human health or the environment under such environmental laws, codes, and regulations.
 - Preventative Measures; Notice Requirements. The Contractor will take all measures necessary to prevent the release of any Hazardous Substances at the Project or adjacent areas in violation of applicable legal requirements. The Contractor will immediately notify the Owner of (a) any releases of Hazardous Substances that occur in connection with the performance of the Work; (b) any and all material violations and any and all investigations, actions, claims, suits, notices of violation, fines, penalties, orders, and other proceedings related to material violations or alleged material violations of any environmental laws, codes, regulations, including but not limited to Permits issued thereunder, which are asserted against Contractor or any of Contractor's Personnel in connection with the Work or their activities on or in connection with the Project; (c) and Contractor's discovery of any Hazardous Substances at the Project or adjacent areas.
 - Contractor Releases; Removal Obligations. The Contractor will be responsible for removing from the Project and areas adjacent thereto, and for properly disposing of, in a manner acceptable to the Owner and in compliance with this Agreement, applicable legal requirements and all applicable Permits, all Hazardous Substances generated, released, or accumulated by Contractor or any Subcontractor in the course of performing the Work.
 - Pre-Existing Hazardous Substances. In the event Contractor encounters on the Project material reasonably believed to be a Hazardous Substance that existed prior to the date of this Agreement, the Contractor will immediately cease performance of any Work in the area affected and report the condition to Owner in writing. The Contractor will not thereafter resume the performance of the Work in the affected area except with the prior written permission of the Owner.

LIMITATIONS ON LIABILITY

- A. The Contractor agrees that there is no Contractual limitation upon its contractual liability to the Owner. Owner shall have no liability to Contractor for consequential damages, punitive damages, special damages, speculative damages, unforeseeable damages, lost profits, unabsorbed overhead, and delay damages.

LIMITATION OF ARCHITECT'S OR ENGINEER'S RESPONSIBILITY

- A. Neither the Architect nor Engineer's authority to act under this Contract, nor any decision made by the Architect or Engineer in good faith either to exercise or not exercise authority shall give rise to any duty or responsibility of the Architect or Engineer to the Contractor, any subcontractor, manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the work under the Contract.
- B. The Architect or Engineer will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. The Architect or Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract.
- C. The Architect or Engineer will not be responsible for the acts or omissions of the Contractor or any of its subcontractors, or the agents or employees of the Contractor or its subcontractors, or any other persons at the site or otherwise performing any of the work under the Contract.

NOTICE TO CONTRACTORS

The Essex County College requires as a condition precedent to acceptance of proposals, a sworn statement executed by, or on behalf of, the person, firm association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either 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 such contract. The form for this sworn statement is included in the proposal and shall be properly executed in order to have the proposal considered. Failure to execute the Equal Employment Opportunities, Non-Collusion Statement, Statement of Ownership Disclosure, Affirmative Action, Business Registration Certificate, and other specified prerequisites will automatically disqualify the proposal.