



**To: All Vendors Bidding on The College of New Jersey  
Heat Recovery Steam Generator (HRSG) Re-Bid Project**

**From: The College of New Jersey**

**Date: February 14, 2019**

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**ADDENDUM NO. 1**

**ISSUE DATE: February 14, 2019**

**REFERENCE:** The College of New Jersey  
Heat Recovery Steam Generator (HRSG) Re-Bid Project  
Bid No. AB190020

Date of Original Bidding Documents: September 24, 2018

**INTENT:** This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents and Prior Addenda if any, as identified above. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

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### **CONTRACTOR'S QUESTIONS**

1. Is there phasing on this project.  
Answer: Phasing and coordination shall be required to support all necessary tie-ins, shutdown, and start-up work to allow for the existing boiler plant to remain operational throughout the project and ensure safe operation of the plant by the scheduled completion date indicated.
2. Is the roof bonded?  
Answer: The roof is not under warranty.
3. Will there be another chance for a field survey for all bidders to bring their project managers and subcontractors to site?  
Answer: No additional field surveys will be provided due to the project schedule.
4. What is the time period that the HRSG system can be down?  
Answer: Mid-April 2019 to mid-August 2019

5. Who is responsible for the permit fees?

Answer: The bidder will complete all DCA required Technical Sections and Construction Permit Application and submit to TCNJ PM to forward to DCA. TCNJ will also pay for all permits.

6. Will there be adequate onsite parking for construction workers?

Answer: See Spec 01100-2;K. 2 vehicles will be allowed on site.

7. Will there be available space for storage trailers and dumpsters?

Answer: See attached SKM-1. Successful bidder to coordinate with TCNJ PM.

8. Does new steel work need require a 3<sup>rd</sup> party inspection and if yes, who picks up the cost?

Answer: Third Party Steel Inspection should be included in the contract. Hired and paid for by the contractor.

9. Is there a specific contractor who will be used to rebuild the water tube boilers?

The proposed Contractor responsible for the HRSG refurbishment work including, but not limited to, the replacement of the HRSG tube bundle, installation of boiler external piping (piping/valves located within ASME BPVC Section I Code boundary), etc. shall have a minimum of five (5) years' experience in manufacturing/performing modifications to pressure vessels of similar size/service/capacity. Submit reference list containing a minimum of three (3) similar projects complete by the proposed Contractor. Reference list shall include contact person's name & phone number, location of installation, application of equipment, and years installed for each project listed. Bidder shall also be responsible for all coordination of this scope as well as providing sight supervision by the Manufacturer/Equipment Provider throughout the refurbishment period. The following have been listed as potential Contractors considered qualified to perform such work:

- Miller & Chitty Co., Inc.
- Victory Energy Operations, LLC
- South Jersey Boiler & Burner Service Inc.

Comment provided:

"Reference is made to the attached 01.20.19 Milestone Schedule which is included in the specification for the re-bid of the captioned project. Per the 01.20.19 schedule:

Submittals to the Engineer Including Project Schedule and SOV are expected not later than 04/04/19.

Construction in the field is slated to begin no later than 04/15/19.

This equates to an 11 calendar day span.

Reference is further made to the attached 10.17.18 Milestone Schedule which was included in the specification for the initial bid of the captioned project. Per the 10.17.18 schedule:

Submittals to the Engineer Including Project Schedule and SOV are expected not later than 12/17/18.



Construction in the field is slated to begin no later than 04/15/19.  
This equates to an 119 calendar day span.

The Substantial Completion and Final Completion Dates of 08.16.19 and 09.30.19 , respectively, remain the same on both Milestone schedules.

The manufacturers for equipment specified on this project have estimated an 18-24 week lead time for manufacturing from day of release after receipt of approved submittals and, as far as we are aware, are not offering the option to pay a premium for expedited manufacturing and shipment of materials.

Essentially, nearly 3 ½ months or 108 calendar days have been exhausted yet equipment lead times remain the same.

We see no feasible way any contractor can meet the proposed 01.20.19 schedule and are concerned that if these milestones are not revised accordingly, we will be faced with substantial LD fees resulting from a unrealistic job scheduled and circumstances that remained out of our control.

How does the College and design team expect the end dates to remain the same in light of the above without anticipating an inevitable and serious LD assessment against the awarded contractor at project conclusion?

We respectfully request that the College seriously consider extending the proposed final completion date of this project via addendum. Please advise."

TCNJ Response: The College must work within allowed downtimes of the cogen. The College is deleting Alternate #2 which contains the longest lead item (Deaerator- 22 weeks). Contractor is responsible to provide submittals per the milestone schedule provided with this bid package. The College will monitor submittals accordingly.

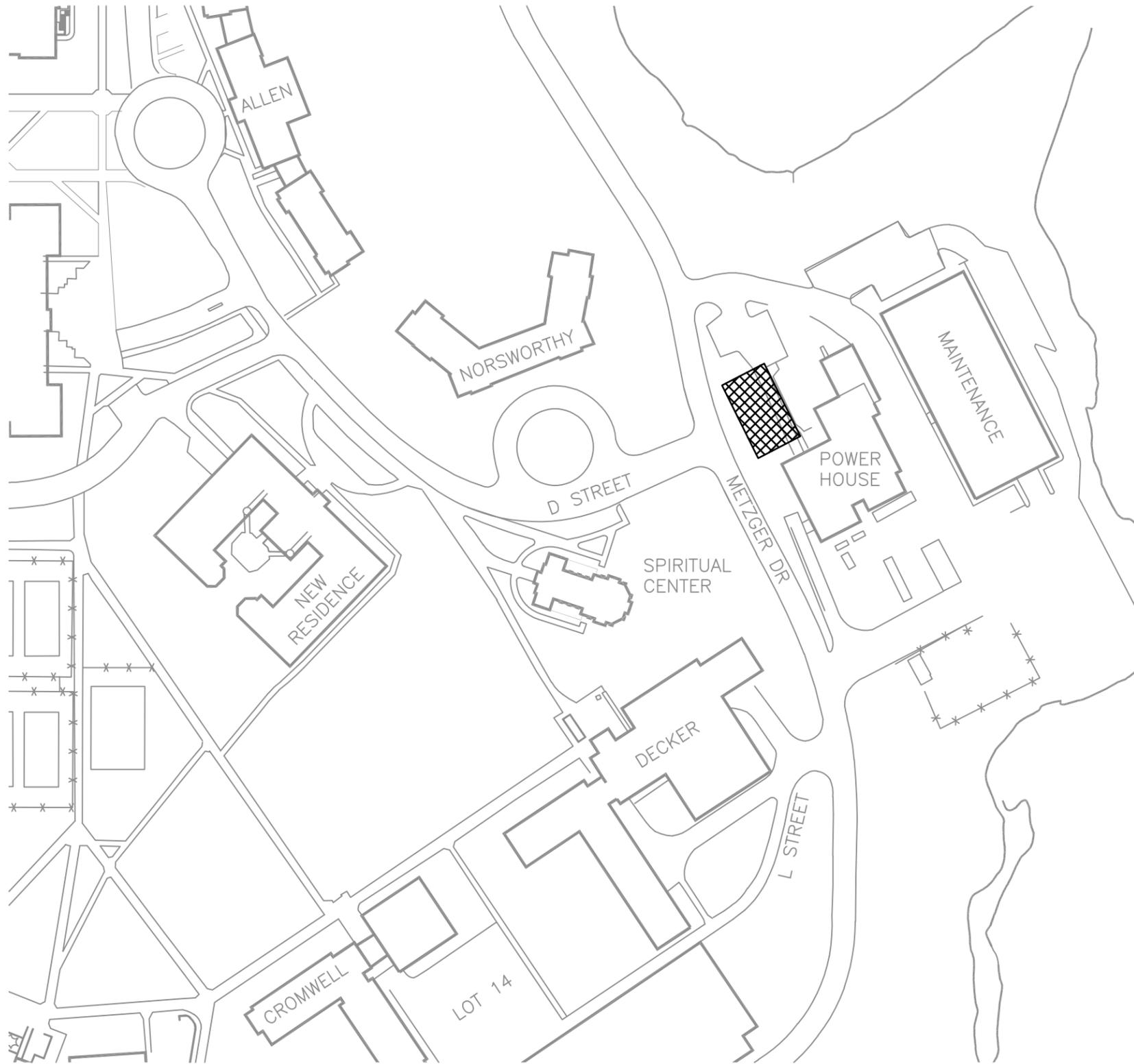
#### **CHANGES TO SPECIFICATIONS:**

Alternate No. 2 is deleted from this bid. Please use revised Proposal Form attached.

Attachments: Pre-bid sign-in sheet  
Sketch SKM-1 – Proposed Laydown Area  
Revised Construction Bid Proposal Form

END OF ADDENDUM NO. 1





1 PROPOSED LAYDOWN AREA  
 SKM-1 N.T.S.

**THE COLLEGE OF NEW JERSEY  
Construction Bid Proposal Form**

**Office of Finance & Business Services  
Administrative Services Building, Rm. 201  
2000 Pennington Road  
Ewing, New Jersey 08628-0718**

**Bid Number: AB190020  
Bid Due Date: February 26, 2019**

**Project Name: Heat Recover Steam Generator (HRSG) Re-Bid**

**BIDDER INFORMATION**

Firm Name:

Telephone Number:

Contact Person:

Fax Number:

Address:

Email Address:

Federal I.D. Number:

**SOLICITATION OF CONSTRUCTION BIDS**

**1. Bid proposals are solicited as follows:**

**A. Single Bid (Lump Sum) which combines all trades.**

- (1) The total number and types of trades are set forth in the Specifications.**
- (2) Bidder enters the Bid Price on the line provided.**
- (3) Pursuant to the requirements of N.J.S.A. 18A:64-76, bidder lists the names of the subcontractors on the Subcontractor Information page.**

**2. The scope of work includes but is not limited to, providing a completely refurbished Heat Recovery Steam Generator (HRSG) including new tube bundles, casing, insulation, boiler external piping (BEP) components, instrumentation, etc. The project also includes providing a new exhaust stack economizer, new exhaust breaching from the outlet flange of the existing Combustion Turbine Generator (CTG) to the inlet flange of the HRSG. All Boiler External Piping (BEP) located within the American Society of Mechanical Engineers (ASME) Boiler Pressure Vessel Code (BPVC) shall require code symbol stamping, ASME data forms, and authorized inspection.**

**A. See Specifications and Drawings for Details (included in RFP package).**

**B. The College may issue Addenda or Clarifications which may include additions to or deletions from the scope of work; changes to the Specifications, Drawings, and proposal form; and clarifications of requirements. Bidder is advised to review all Addenda and/or clarifications carefully, and shall note the receipt of same with their bid package.**

## GENERAL INSTRUCTIONS AND REQUIREMENTS

### 1. PRICES

- A. Bidder submits prices for the Base Bid and any Alternate Proposals and Unit Prices which are listed for the contract of the bid. If there is no cost associated with the Alternate or Unit Price, bidder is required to enter "0.00" or "no change".
- B. Prevailing wage rates apply (Mercer County).
- C. Bid is to remain good for sixty (60) days after the Bid Due Date.

### 2. BOND REQUIREMENTS AND SURETY STANDARDS

- A. Bidder must submit with its bid a Certified Check in the amount of ten percent (10%) of the base bid, or a Bid Bond in the amount of ten percent (10%) of the total bid.
- B. The successful bidder must submit a Performance and Payment Bond equal to 100% of the contract. A completed Surety Disclosure Statement and Certification must accompany the Performance and Payment Bond.
  - (1) The Performance and Payment Bond form and a sample Surety Disclosure Statement and Certification form are included at the end of this Construction Bid Proposal Form.
- C. All bid deposits shall be returned within three (3) days of Notice of Intent to Award, except for the successful bidder(s) whose bid security shall be returned after execution of a formal contract, and delivery of the Performance Bond/Labor and Material Bond and Certificates of Insurance.
- D. Should the successful bidder fail to enter into said contract after acceptance of bid by the College, then the check or security deposited by that bidder shall, at the option of the College, be retained as liquidated damages, or if Bid Bond has been supplied, principal and surety shall be liable to the amount of the Bid Bond.
- E. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

### 3. LICENSES, CERTIFICATIONS, REGISTRATIONS, QUALIFICATIONS

- A. The bidder or, as applicable, its subcontractors shall at the time of bid have those required licenses, certifications, registrations, qualifications and the like ("LCRQ") listed below and shall present satisfactory evidence thereof upon request of the College prior to the notice of intent to award.
  - (1) The electrical contractor or subcontractor, as applicable, shall have a valid electrical license. (An electrical license is not required when the work is below 110Volt)
  - (2) The plumbing contractor or subcontractor, as applicable, shall have a valid plumbing license.
  - (3) The HVACR contractor or subcontractor, as applicable, shall have a valid HVACR license.

- B.** The selected bidder/contractor or, as applicable, its subcontractors shall have and shall present satisfactory evidence of all other required LCRQ noted in the Specifications after execution of contract during the submittal process and prior to the start of the applicable work, unless otherwise requested by the College or a date or event specified for that LCRQ in the Specifications.

**4. SUBCONTRACTORS**

- A.** Pursuant to New Jersey State Law (N.J.S.A. 18A-76.1), a Single Bid (Lump Sum) bidder discloses its subcontractors to whom the bidder intends to subcontract the work. The Subcontractor Information sheet is provided for this purpose.

- 5.** Under Executive Order 34, the College is responsible for soliciting demographic information from its vendors. The College is required to seek the following information from each firm under contract with the College:

1. Is more than fifty percent (50%) of your company minority owned? (circle one) YES NO  
(African-American, Hispanic, Asian, and/or Native American)
2. Is more than fifty percent (50%) of your company woman owned? (circle one) YES NO
3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)

- Asian American
- Multiple Ethnicities
- Non-Minority
- Hispanic American
- African American
- Caucasian American Female
- Native American
- Unspecified

The College is required to solicit the foregoing information. Your response, however, is **strictly voluntary**. Please be advised that any contracting decisions made by the College will **not** be influenced in any way by your decision to provide the above information.

**EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES**

On September 15, 2006, Governor Corzine signed Executive Order 34 establishing a Division of Minority and Women Business Development. The Division is charged with administering and monitoring policies, practices, and programs to ensure that minority and women business enterprises (MWBE) are afforded an equal opportunity to participate in New Jersey's purchasing and procurement processes.

State entities are required to report to the Division the ethnic and gender composition of the vendors with which those state entities do business.

6. Bidder completes Statement of Ownership Disclosure form and the Non-Collusion Affidavit form.

~~7. Bidders are required to be registered with the New Jersey Department of Property Management and Construction (DPMC) and possess a DPMC C008 classification at the time of bid submission.~~

## **8. PREVAILING WAGE AND PUBLIC WORKS CONTRACTOR REGISTRATION ACTS**

- The work described in this project is subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.
- The Public Works Contractor Registration Act requires the bidder and any subcontractors listed in the bid to be registered with the New Jersey Department of Labor and Workforce Development at the time the bid is submitted. The contractor must submit registration certificates for all listed subcontractors prior to award of the contract.
- The Contractor must comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 through 56.57. Workers employed by the Contractor or any subcontractor or sub-subcontractor in the performance of services directly on the project must be paid prevailing wages. As required by N.J.S.A. 34:11-56.27 and 56.28, this contract cannot become effective until the College obtains from the New Jersey Department of Labor and Workforce Development a determination of the prevailing wage rates applicable to the project as of the contract award date and attaches a copy to the contract. As required by N.J.S.A. 34:11-56.27, the Contractor or any subcontractor may be terminated if any covered worker is not paid prevailing wages on the project, and the Contractor and its surety shall be liable for any additional costs which result. The Contractor and its subcontractors must be registered with the New Jersey Department of Labor and Workforce Development (N.J.S.A. 34:11-56.51 et seq.), and the prevailing wage rates must be posted at the job site (N.J.S.A. 34:11-56.32). The Contractor and its subcontractors must prepare accurate certified records of wages paid for each worker on the project (N.J.S.A. 34:11-56.29), and copies for the period covered by each invoice must be attached to the invoice submitted under the contract. In accordance with N.J.S.A. 34:11-56.33, the Contractor's final invoice must include a statement of all amounts still then due to workers on the project. The Contractor is also cautioned that it must use job titles and worker classifications consistent with those approved by the Department of Labor and Workforce development, and that, if it intends to pay apprentice rates, it must comply with the Department of Labor and Workforce Development regulations at N.J.A.C. 12:60-7.1 through 7.4.
- Please refer to [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage\\_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html) for official wage rate determinations for Mercer County, NJ.

## 9. NEW JERSEY EQUAL PAY ACT

On April 24, 2018, Governor Phil Murphy signed into law New Jersey's Diane B. Allen Equal Pay Act (P.L. 2018, c. 9) The law provides in pertinent part that as of July 1, 2018, any employer entering into a contract with the State of New Jersey or an instrumentality of the State for "qualifying services" or "public works" must provide to the Department of Labor and Workforce Development – upon commencement of the contract – wage and demographic data for all employees who are employed in connection with the contract (for public works) and for all employees (for qualifying services). This requirement DOES NOT apply to employers who are contracting with local governments (for example: municipalities and counties). The report must contain the gender, race, ethnicity, job category, compensation, and number of hours worked by each employee.

The extent of the Department of Labor and Workforce Development's responsibilities under the Equal Pay Act is the collection of data regarding compensation, hours worked, job/occupational category, job title, gender, race, and ethnicity for State contactors and making that data available to the Division on Civil Rights (DCR), within the Department of Law and Public Safety, and upon request to certain individuals. Complaints of unlawful discrimination under the Equal Pay Act should be directed to the DCR, as should any questions regarding the filing of such a complaint.

The Department of Labor and Workforce Development has issued two forms, as required by the law, to be completed by employers. The forms should be used to report the employee's wage and demographic data and can be found on the LWD website (<http://www.nj.gov/labor/equalpayact>). **A completed copy of the forms is not required at time of bid; however, it will be required of the bidder who receives the notice to proceed from the College. Completed forms should be emailed to: [equalpayact@dol.nj.gov](mailto:equalpayact@dol.nj.gov)**

10. In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of N.J.S.A. 19:44A-1 et seq/P.L. 2005 Ch. 51 ("Chapter 51") and Executive Order 117. Enclosed are the requirements of Chapter 51 and Executive Order 117, the forms for Certification and Disclosure. The contract that will be generated based on this bid proposal cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury. **A completed copy of your Certification form is not required at time of bid; however, it will be required from the bidder who receives the notice of intent to award from the College prior to the execution of the contract.**
11. Pursuant to N.J.S.A. 52:32-44, The College of New Jersey ("Contracting Agency") 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 has 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 other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) 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.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://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 a 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.

- 12. Record Retention:** Pursuant to N.J.A.C. 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- 13. Energy Star energy efficient products:** Under Executive Order #11 (Corzine), the College is required to select ENERGY STAR energy-efficient products when acquiring new energy-using products or replacing existing equipment. For products that do not have ENERGY STAR labels, vendors shall follow guidelines established by the New Jersey Clean Energy Program.

#### 14. QUESTIONS

- A. Direct inquiries and correspondence relating to this proposal form and questions regarding the technical specifications and requests for clarification must be submitted in writing via fax to **609-637-5150** or email to **horodesk@tcnj.edu** and must be received **prior to 4:00 p.m., on February 7, 2019.**
- B. Should any questions be received, an addendum or clarification will be available on The College's website at <https://bids.tcnj.edu/> on or after **February 14, 2019.** **If an addendum and/or clarification is posted, it SHOULD be noted in the General Agreement section of the bidder's proposal. Failure to do so may subject Bidder to disqualification.**

#### 15. HOW TO SUBMIT THE COMPLETED CONSTRUCTION BID PROPOSAL FORM

- A. Bidder places all pages of the completed form and the requisite additional documents in an envelope, seals the envelope, and labels it with his/her firm name, address, and "Sealed Bid Enclosed for **(Bid Number and Project Name)**".
  - B. Bidder mails or deliver by hand the sealed bid, no later than **2:00 p.m., February 26, 2019,** to The College of New Jersey, Attention: Roselle Horodeski for (specify the Bid Number), Office of Finance & Business Services, Room 201, 2000 Pennington Road, Ewing, New Jersey 08628-0718. **At 2:00 p.m., all bids will be publicly opened and read in Room 203 of the Administrative Services Building.**
  - C. Contractors are advised that the U.S. Postal Service and all express mail companies deliver to The College's Mail Room or Receiving Department, not directly to the Office of Budget & Finance. The College is not responsible for lost or misdirected bids.
- 16.** Any bid not prepared and submitted in accordance with the provisions described herein may be rejected by the College. Any bid received after the time and date specified will not be considered. No bidder shall withdraw a bid within sixty (60) days after the date of the bid opening to allow the College to determine the lowest bid that will most economically serve the intentions of this Contract.
- 17.** Any bidder who has defaulted on any contract with the College or any other State Agency may be considered as not responsible and their bid may be rejected. THE COLLEGE OF NEW JERSEY reserves the right to exercise this option, as the College deems proper and/or necessary in its best interest.
- 18.** Bids shall include all costs of any nature necessary to complete the project in the manner and within the time required by the contract.

19. The College reserves the right to require bidders to provide a schedule of values of their lump sum bid price upon request.
20. The College is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise, Sales Tax and local taxes. Rentals of equipment for 28 days or less is not exempt from any tax under the State sales tax act.
21. Before submitting his bid, the bidder shall be familiar with the Drawings, Specifications, and other Documents that will form part of the contract and shall have visited the site of the project to confirm for themselves the character and amount of work involved.
22. No bidder shall be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. This may be cause for automatic rejection of bid.
23. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract.
24. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the College's decision shall be final and conclusive.
25. Should the bidder discover discrepancies in this Request for Bids, the matter shall be at once brought to the attention of the College, and the discrepancies corrected by written agreement before submission of bid. The correction will be issued by addendum.

**26. ACCEPTANCE/REJECTION OF BIDS**

- A. THE COLLEGE OF NEW JERSEY, pursuant to State College Contract Law reserves the right to accept or reject any or all items covered in the bid request, or any portion(s) thereof, re-advertise and/or take such other steps decreed necessary and in the best interest of the College in accordance with law. Where two or more bidders are tied and all other relevant factors being equal, the College reserves the right to make the award to one of the bidders.
- B. The bid is irrevocable by the bidder or the bidder's representatives. The bid, and any award made to the bidder by the College, shall bind the bidder and the bidder's heirs, executors, administrators, successors or assigns.
- C. Award of contract shall be made to the lowest responsible bidder, whose bid, conforming to the invitation for bids, is the most advantageous to the College.
- D. The award of the contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids, unless written extensions are requested by the College and accepted by the bidder(s). All bid securities shall be returned immediately if all bids are rejected. The successful bidder(s) to whom the award is to be made will be notified by receipt of a written "Intent to Award" from the College.

- E. When award of contract is made in one fiscal year with effective date in the next fiscal year, award shall be contingent upon the availability and appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract term.

**27. WITHDRAWAL OF BIDS**

- A. A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by the College prior to the specified time of the bid opening.
- B. Should the bidder refuse to perform the work for the price provided, they will forfeit their bid security and will be held liable for the difference between their low bid and the next highest/responsive bidder.

**28. OSHA COMPLIANCE:**

- A. The Contractor shall guarantee that all materials, supplies and equipment to be provided under his contract shall meet all applicable requirements, Specifications and standards of the Federal Occupational Safety and Health Act (OSHA) of 1970 as amended to date of acceptance by the College, and shall also apply to Contractors Construction procedures.

**29. APPLICABLE LAWS:**

- A. The following list of statutes and regulations, which may be applicable in whole or in part, is provided for the benefit of the Contractor and is not meant to be all-inclusive. In the event that other laws are applicable, it shall be the responsibility and obligation of the Contractor to ascertain and comply with them.

(1) New Jersey Statutes and Regulations

N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-1 *et seq.*, Affirmative Action

Prevailing Wage Act, N.J.S.A. 34:11-56.25 *et seq.*

N.J.S.A. 52:32-44, Business Registration Certificate

N.J.S.A. 34:11-56.48 *et seq.*, Public Works Contractor Registration Act

(2) Federal Statutes

Immigration Control and Reform Act (1986) – 8 U.S.C.A. Section 1324(a) *et seq.*

Civil Rights Act of 1964 – 42 U.S.C.A. Section 1971 *et seq.*

The Americans with Disabilities Act of 1990

**30. EXAMINATION OF SITE, DRAWINGS AND SPECIFICATIONS**

- A. Each Bidder shall visit the site of the proposed work and fully acquaint themselves with the conditions as they exist so that they may fully understand the facilities, difficulties, and restrictions attending the execution of the work under this Contract.

- B. Bidders shall also thoroughly examine and be familiar with the Drawings and Specifications. The failure to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligation with respect to his bid. By submitting a bid, the bidder agrees and warrants that he has examined the site, the Drawings and Specifications and, that the Specifications and Drawings are adequate and the required result can be produced under the Drawings and Specifications. No claim for any extra will be allowed because of alleged impossibilities in the productions of the results specified or because of unintentional errors or conflicts in the Drawings and Specifications. No change orders will be issued for items, materials or issues that existed on or with respect to the site prior to bidding.

### **31. DRAWINGS AND SPECIFICATIONS**

- A. The project shall be performed in accordance with the requirements of the Drawings and Specifications, subject to modification as provided in General Conditions. The Drawings and Specifications are intended to complement and supplement each other.
- B. Any work required by either of them and not by the other shall be performed as if denoted in both. Should any work be required which is not also denoted in the Specifications or on the Drawings because of an obvious omission, but which is, nevertheless, necessary for the proper performance of the project, such work shall be performed as fully as if it were described and delineated.

### **32. FORM OF AGREEMENT**

- A. Every successful bidder shall be required to sign the standard form contract, a copy of which is attached. Any proposed language or form changes which in any way modifies the contractor's responsibilities as set forth in the Contract Documents will not be acceptable and will be deemed to constitute a bid exception.

### **33. MULTIPLE BIDS NOT ALLOWED:**

- A. No bidder is allowed to submit more than one bid from an individual, firm, partnership, corporation or association under the same or different name. This will be cause for automatic rejection of each bid.

### **34. SUBSTITUTIONS:**

- A. The bidder may include in their bid substitute materials or equipment or methods in lieu of those specified in the contract documents, but they do so at their own risk. Any substitution must be equivalent in type, function and quality to the item required in the contract. The successful bidder must submit all information required within 20 days of contract award to determine if the proposed substitute is equal to the contract requirements, and any substitution must be approved by the architect and the College.

- B. The College shall have complete discretion to decide whether it will accept any substitution. No substitution shall result in any increase in the contract price or times. The successful bidder in its application for the substitution must certify in writing that the substitution is equal to what is specified in the contract documents in all material respects and will not increase the time or price of the contract work.
  
- C. Should the substitution be rejected, the contractor will then be required to provide the specified product, material or method at no additional cost to the College and no change in the project schedule.

**35. DOCUMENTS/SUBMISSIONS THAT MUST BE PROVIDED BEFORE CONTRACT AWARD:**

- **AFFIRMATIVE ACTION:** The bidder is required to complete and submit a copy of Initial Project Workforce Report (AA-201) to the College and the Division of Public Contracts Equal Employment Opportunity Compliance verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. The bidder also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to The College and the Division.
  
- **CERTIFICATE OF INSURANCE:** The bidder is required to submit proof of liability insurance in accordance with The College's contract.
  
- **P.L. 2005, Chapter 51 / Executive Order 117 - Contractor Certification and Disclosure of Political Contributions:**

In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of Chapter 51 and Executive Order 117. Enclosed are the requirements of Ch. 51 and EO 117, the forms for Certification and Disclosure. The contract that will be generated based on this bid cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury.

- **New Jersey Business Registration Certificate**
  
- **All applicable licenses, certificates, and requirements specified in the scope of work, contract documents and specifications.**

**The following Bidder's Checklist is provided as an aid to the bidder. It does not in any way relieve the bidder of its responsibility to insure that its bid proposal is complete.**

- a. \_\_\_\_\_ Bidder has completed the Bidder Information section and General Agreement section and filled out the receipt of addendum and clarifications.
- b. \_\_\_\_\_ Bidder has completed the form of proposal and indicated base bid for either Separate Bid or Single Bid (Lump Sum all trades), prices for Alternate Proposals, and Unit Prices.
- c. \_\_\_\_\_ Bidder for Single Bid (Lump Sum) has listed and has disclosed the subcontractors on the Subcontractor Information form.
- d. \_\_\_\_\_ Bidder has enclosed a certified check or bid bond for ten percent (10%) of the amount of the bid.
- e. \_\_\_\_\_ Bidder has completed and enclosed the Non-Collusion Affidavit.
- f. \_\_\_\_\_ Bidder and each disclosed subcontractor has enclosed a copy of its **registration certificate** in accordance with the requirement of the Public Works Contractor Registration Act. (NJ Dept. of Labor and Workforce Development)
- g. \_\_\_\_\_ Bidder has acknowledged the **Affirmative Action Language** in accordance with the requirements P.L. 1975 C.127. (NJAC 17:27).
- h. \_\_\_\_\_ Bidder has enclosed its MWBE information.
- i. \_\_\_\_\_ Bidder has enclosed its Electrical and Plumbing License and any other licenses, certifications, certifications, and qualifications.
- j. \_\_\_\_\_ Bidder has enclosed its Vendor Qualification Statement
- ~~k. \_\_\_\_\_ Bidder has included a copy of its latest Experience Modification Rating (EMR Safety Rating). The College requires an average rating over the last 5 years of 1.25 or less.~~
- ~~l. \_\_\_\_\_ Bidder has included a copy of its DPMC Notice of Classification and Total Amount of Uncompleted Contracts.~~
- m. \_\_\_\_\_ Bidder has enclosed a copy of its Chapter 51 & EO117 Certification form. **A completed copy of your Certification form is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.**
- n. \_\_\_\_\_ Bidder has enclosed a copy of its New Jersey Business Registration Certificate in accordance with the requirements of the New Jersey Division of Revenue. **A completed copy of your Certificate is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.**

**GENERAL AGREEMENT**

1. Having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated. This price covers all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

2. Bidder acknowledges receipt of the following Addendums/Clarifications:

Addendum Number \_\_\_\_\_ Date \_\_\_\_\_ Addendum Number \_\_\_\_\_ Date \_\_\_\_\_  
Addendum Number \_\_\_\_\_ Date \_\_\_\_\_ Addendum Number \_\_\_\_\_ Date \_\_\_\_\_  
Addendum Number \_\_\_\_\_ Date \_\_\_\_\_ Addendum Number \_\_\_\_\_ Date \_\_\_\_\_

3. Bidder acknowledges and affirms that he/she has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates at the time of the bid and for the duration of the contract for all trades involved in the project for the geographical location of the project as issued by the Commissioner of the Department of Labor & Workforce Development, Trenton, NJ 08625 (609) 292-2259 or visiting the Department of Labor website at ([http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage\\_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html)).

4. Bidder agrees that its price is good and the bid shall not be withdrawn for a period of 60 calendar days after the scheduled Bid Due Date and Time.

5. Upon conclusion of the 5 business day protest period, Bidder will execute the formal contract within 5 business days and deliver as required in the General Conditions: a Performance and Payment Bond; Surety Disclosure and Certification Statement; and certificates of insurance for general liability, automobile and worker’s compensation.

6. Bidder acknowledges work to commence on site not later than ten (10) calendar days after receipt of a Notice to Proceed.

(Seal if bid is by Corporation)

Respectfully submitted,

\_\_\_\_\_  
(Signature of Principal)

\_\_\_\_\_  
(Printed Name of Principal)

\_\_\_\_\_  
(Title of Principal)

**PRICES FOR SINGLE BID (LUMP SUM): Base Bid, Alternate Proposals, and Unit Prices**  
**FORM OF PROPOSAL**

To: **The College of New Jersey**

for: HRSB Renewal Re-Bid

Date \_\_\_\_\_

A. BID:

**1. Base:** We, \_\_\_\_\_, the Undersigned, in accordance with the published advertisement inviting proposals, will furnish all labor, material, equipment and services necessary for the complete construction, as defined in the advertisement, specimen contract, specifications, addendums/clarifications/bulletins, drawings, and proposal, for the Contract amount indicated below for the **above noted project** in strict accordance with the Contract Documents and Addenda thereto for the total sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
 (words)

**General Construction (Single overall Prime Contract)**

**2. Alternates**

**Note: Failure to provide Add/Deduct Alternate may result in rejection of bid.**

**Alternate No. 1 – Add:**

Replacement of the roof above the Cogeneration Plant portion (approx. 3,900 SF) of the Powerhouse. Refer to Drawings and Specifications for additional details.

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
 (words)

~~**Alternate No. 2 – Add: NOT APPLICABLE**~~

~~Replacement of existing deaerator (DA 1) located within Cogeneration Plant with new 100,000 lb/hr deaerator (DA 3) and associated boiler feedwater pumps. Refer to Drawings and Specifications for additional details.~~

~~\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
 (words)~~

**Alternate No. 3 – Add:**

Replacement of (3) existing exhaust fans located on the roof of the Cogeneration Plant with (4) new, larger exhaust fans to improve ventilation and maintain lower max. space temperature. Refer to Drawings and Specifications for additional details.

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
 (words)



\_\_\_\_\_

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates, and hours of labor set forth in the Contract Documents.

Dated \_\_\_\_\_

Firm Name \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address \_\_\_\_\_

\*\*If a corporation, give the State of Incorporation, using the phrase:

"A corporation organized under the laws of \_\_\_\_\_."

If a partnership, give names of the partners, using also the phrase:

"Co-partners trading and doing business under the firm name and style of \_\_\_\_\_"

If an individual using a trade name, give individual name, also using the phrase:

"An individual doing business under the firm name and style of \_\_\_\_\_"

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_

SS.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn say that the several matters stated in this proposal are in all respects true, and that no member of the State or employee of the College are interested in any way in this proposal.

Sworn and subscribed before me \_\_\_\_\_

Bidder signs above line

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

Print Name

and

\_\_\_\_\_

Title

**SUBCONTRACTOR INFORMATION FOR SINGLE BID (LUMP SUM)**

Pursuant to the State Colleges Contract Law, N.J.S.A. 18A:64-76.1, all bids submitted shall set forth the names and license numbers of all subcontractors to whom the bidder intends to subcontract the plumbing and gas fitting work; the refrigeration, the heating and ventilating systems and equipment; the electrical work, including any electrical power plants; tele-data, fire alarm, or security systems; the structural steel and ornamental iron work (individually, the "Trade" or collectively, the "Trades").

For each Trade listed below for which the work will be completed by a subcontractor you must list for each such subcontractor at a minimum the name and, where applicable, license number (or in lieu thereof enclose a copy of the license with this form) and preferably you will also list the subcontractor's address, telephone number, and fax number. If the work will be self-performed by the bidder, you may indicate that by inserting the name of the bidder (next to "Name"). If work by that Trade is not required per the scope of work of the project, you may indicate that by inserting "Not required" (next to "Name"). If the name of a subcontractor is not provided on this form for any one or more of the Trades, the bidder, in submitting its bid, certifies that, for such Trades, either the work will be self-performed by the bidder, or the work is not required per the scope of work.

**Failure to complete this form as required may result in your bid being disqualified.**

**Plumbing and Gas Fitting Work**

**List information for Subcontractor, if any:**

Name: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Refrigeration, Heating and Ventilating Systems and Equipment**

**List information for Subcontractor, if any:**

Name: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Electrical Work, including any Electrical Power Plants, Tele-data, Fire Alarm, or**

**Security Systems**

**List information for Subcontractor, if any:**

Name: \_\_\_\_\_

License Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Structural Steel Work and Ornamental Iron Work**

**List information for Subcontractor, if any:**

Name: \_\_\_\_\_

License Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_  
Bidder Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signing Individual

\_\_\_\_\_  
Date

**SMALL BUSINESS, MINORITY AND/OR FEMALE-OWNED BUSINESS REPORTING**

1. Contractor and sub-contractors are requested to check all of the following that apply to their company and, if applicable, submit a copy of their certificate(s):

A. My company is certified by the NJ Department of Treasury, Division of Revenue as a:

\_\_\_\_\_ small business \_\_\_\_\_ minority-owned business \_\_\_\_\_ female-owned business

B. My company is certified by the NJ Department of Transportation as a:

\_\_\_\_\_ small business \_\_\_\_\_ minority-owned business \_\_\_\_\_ female-owned business

C. My company is a \_\_\_\_\_ small business \_\_\_\_\_ minority-owned or \_\_\_\_\_ female-owned but is not certified by either NJ Department.

C. \_\_\_\_\_ My company is not a small business, minority-owned or female-owned.

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Date**



**PERFORMANCE BOND & PAYMENT BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_, duly authorized to do business in the State of New Jersey, having an office at \_\_\_\_\_, are hereby held and firmly bound unto The College of New Jersey in the Penal Sum of \_\_\_\_\_ DOLLARS, for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, enter into a written contract with The College of New Jersey for \_\_\_\_\_ which said contract is made a part of this bond as set forth herein;

NOW, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of the said contract; shall pay all lawful claims of sub-contractors, materialmen, laborers, persons, forms of other suppliers or teams. fuel, oils, implements or machinery furnished, used or consumed in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being 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 said surety hereby stipulated and agrees that no modifications, omissions, or additions in or to the terms of the said contract, or in or to the plans and specifications therefore shall in any wise effect the obligation of said surety on its bond.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey including N.J.S.A. 18A:64-68 and any amendments thereof.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT

Countersigned

NOTE: General Power of Attorney and the current

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

financial statement of the bonding company  
must be attached to each copy (a total of three)  
of the Performance Bond.

BY: \_\_\_\_\_

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

\_\_\_\_\_, surety(ies) on the attached bond, hereby certifies(y) the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ending December 31, \_\_\_\_\_, (insert most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accountants that shall have certified those amounts):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each surety that surety's underwriting limitation and the effective date thereof):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of date on which such limitation was so established, is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (4) The amount of the bond to which this statement and certification is attached is \$\_\_\_\_\_.

- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (a) or (3) (b) above, or both, then for each such contract of reinsurance:

- (a) The name and address of each such re-insurer under that contract and the amount of that re-insurer's participation in the contract is as follows:

\_\_\_\_\_

\_\_\_\_\_

- 
- 
- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C. 17:51B-1 *et seq.*) and any applicable regulations in effect as of the date on which the bond to which this statement certification is attached shall have been filed with the appropriate public agency.

### **CERTIFICATION**

(to be completed by an authorized certifying agent for each surety on the bond)

I, \_\_\_\_\_ (name of agent), as \_\_\_\_\_ (title of agent)

for \_\_\_\_\_ (name of surety),

a corporation/mutual insurance company/other (indicate type of business organization by circling one) domiciled in \_\_\_\_\_ (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID and I am subject to punishment.

\_\_\_\_\_  
(Signature of certifying agent)

\_\_\_\_\_  
(Printed name of certifying agent)

\_\_\_\_\_  
(Title of certifying agent)

\_\_\_\_\_  
(Date of Certification)