



Number: AB220004
 Date Issued: August 28, 2021
 Purchasing Contact: Anup Kapur
 Phone: (609) 771-2859
 Email: kapura@tcnj.edu
 Requesting Department: Facilities Department
 Fiscal Year: 2022

Proposals will be due on **Thursday, September 23, 2021 at 2 p.m.**

Important: This proposal must be received at or before the opening time and date stated above. Late proposals will not be accepted. Return proposal to:

**The College of New Jersey
 Office of Finance & Business Services, Purchasing Dept.
 Administrative Services Building, Room 201
 2000 Pennington Road
 P.O. Box 7718
 Ewing, New Jersey 08628-0718
 609-771-2495**

PURPOSE AND INTENT OF REQUEST FOR PROPOSAL:

Solicit proposals for a vendor to provide and install Plumbing Fixtures & Pipe Replacements for The College of New Jersey.

INSTRUCTIONS TO VENDOR'S FOR COMPLETING THIS PROPOSAL

1. Read the entire proposal, including all terms and conditions and specifications.
2. All prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit and/or total prices must be initialed by the vendor.
3. **THIS PROPOSAL IS TO BE SIGNED BELOW (LINE 18).**
4. Proposal prices shall include delivery of all items F.O.B. destination or as otherwise provided.
5. Address all inquiries and correspondence to the buyer at the email, phone or address shown above.
6. All communication during the bidding process shall be directed to the Purchasing department only.
7. All instructions must be followed and signatures must be provided for proposal to be accepted.

MANDATORY TO BE COMPLETED BY THE VENDOR

8. Payment discount terms: _____
9. Prices quoted are firm through the following date: _____
10. Your Federal I.D. Number (FEIN): _____
11. Company Name: _____
12. Vendor telephone number: _____
13. Vendor fax number: _____
14. Print Name: _____
15. Email Address: _____
16. Title: _____
17. Date: _____

18. ORIGINAL SIGNATURE OF VENDOR (MUST BE SIGNED)

Signature of the vendor attests that the vendor has read, understands, and agrees to all terms, conditions, and specifications set forth in the request for proposal unless otherwise stated in writing and submitted with the proposal.



AB220004

August 25, 2021

Please place the following advertisement in the Legal Section of Classified Advertising. Please ensure that the invoice and Affidavit for this advertisement is prepared and forwarded to The College of New Jersey, Office of Purchasing, Administrative Services Building, Room 201, P.O. Box 7718, Ewing, NJ 08628-0718.

To be published on **August 28, 2021**. Contact person regarding placement of ad is Anup Kapur (609) 771-2859.

ADVERTISEMENT FOR BIDS

Under the provisions of the State College Contracts Law, Chapter 64 of Title 18-A, The College of New Jersey is soliciting proposals for a firm to provide and install Plumbing Fixtures & Pipe Replacements (**AB220004**).

The College will accept sealed bids until **2:00 p.m., September 23, 2021** at the Office of Finance & Business Services, The College of New Jersey, 2000 Pennington Road, Administrative Services Building, Room 201, Ewing, NJ 08628-0718, at which time the proposals will be publicly opened and read. Copies of the bid documents may be obtained via our website (<https://bids.tcnj.edu/home/goods-and-services/>)

The College seeks to limit exposure/spread of the Coronavirus (COVID19) by limiting external visitors to campus. Participants planning to attend the pre-bid meeting/bid opening should follow the safety guidelines recommended by the CDC and abide by any and all Executive Order(s) pertaining to safety precautions required as a result of COVID-19.

Pre-bid meeting scheduled on September 1, at 9 a.m. at the Facilities Building.

BIDDERS REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975 (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27)

PRE-BID CONFERENCE / ON-SITE INSPECTION SCHEDULED ON SEPTEMBER 1, 2021 AT 9AM AT THE FACILITIES BUILDING

BID PROPOSAL # **AB220004**

**The College of New Jersey
The Office of Finance & Business Services, Department of Purchasing
Administrative Services Building, Room 201
2000 Pennington Road
P.O. Box 7718
Ewing, New Jersey 08628-0718**

1) **PURPOSE AND INTENT:**

- a) The purpose of this Request for Proposal (RFP) is to secure a vendor to provide and install plumbing and pipe replacement in the Ely building on the College's Ewing campus.
- b) The College will award the contract within sixty (60) days from the date of the proposal opening. The College, pursuant to State College Contract Law, reserves the right to reject all proposals. In the event that proposals are rejected, the College may elect to re-bid this contract.
- c) The College retains the right to award contracts to two or more vendor's in the event it is determined to be most advantageous to the College.
- d) The College retains the rights to waive minor informalities or non-material exceptions in a bid in accordance with applicable laws.

2) **DEFINITIONS:**

- a) **Addendum** – Written clarification or revision to this RFP issued by The College of New Jersey Purchasing Department.
- b) **Vendor** – An individual or business entity submitting a bid proposal in response to this RFP.
- c) **The College or College or TCNJ** – The College of New Jersey
- d) **Contract** – This RFP, any addendum to this RFP, and the vendor's proposal submitted in response to this RFP, as accepted by the institution.
- e) **Contractor** – The vendor's awarded a contract resulting from this RFP.
- f) **The Institution(s)** – Any of higher education institution within the State of New Jersey.
- g) **May** – Denotes that which is permissible but not mandatory.
- h) **Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a bid proposal as materially non-responsive.
- i) **Should** – Denotes that which is recommended but not mandatory.
- j) **State** – State of New Jersey
- k) **Bid** – Response submitted by vendor's in response to a publicly issued solicitation.
- l) **RFP or Request for Proposal** – Document outlining a scope of work, specifications, etc. inviting potential vendor's

to submit a proposal to provide such products and/or services.

3) **PROPOSAL/BID PREPARATION AND SUBMISSION**

Questions:

All questions must be submitted in writing via email (kapura@tcnj.edu) or fax (609-637-5140) to Anup Kapur, Finance & Business Services, The College of New Jersey, no later than **September 7, 2021 by 4 p.m.**

Should any questions be received, an addendum will be placed in the newspaper and the addendum will be posted on the Office of Finance & Business Services website (www.tcnj.edu/~budfin/) no later than **September 11, 2021**. **Any and all such addenda MUST be attached to each vendor's proposal submission.**

Pre-bid meeting and site inspection: The College may require that interested bidders attend a pre-bid meeting and or a site inspection. The purpose of this meeting or inspection is to provide the interested bidder the opportunity to present questions and see the institution's facilities where the services are to be performed. The institutions may require mandatory attendance at the meeting or inspection as a pre-requisite for submitting a proposal. The institutions may not accept a proposal from a bidder that failed to attend a mandatory pre-bid meeting or a mandatory site inspection. **Pre-bid meeting scheduled on September 1, 2021 at 9 a.m. at the Facilities Building.**

Oral presentation: Prior to award of contract, vendor's who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal if the College so desires. This may provide an opportunity for the vendor to clarify or elaborate on the proposal. The College will schedule the time and location of these presentations.

Submission:

Each vendor submitting a proposal will deliver or cause to be delivered the required elements of the proposal package, sealed in an envelope and clearly marked as a proposal with its bid number affixed thereto, to:

THE COLLEGE OF NEW JERSEY
The Office of Finance & Business Services, Department of Purchasing
Administrative Services Building, Room 201
2000 Pennington Road
P.O. Box 7718
Ewing, New Jersey 08628-0718

Bid Opening: Thursday, September 23, 2021 at 2:00 p.m.

Signature:

The cover page of the RFP, with lines 8 through 18 completed, **and must be signed by an authorized officer** of the bidding vendor and returned with the proposal. Failure to comply with this requirement or failure to provide all requested data, price schedules, signatures, etc. will result in rejection of the proposal.

Vendor's should submit one (1) hard copy of their proposal and one (1) digital copy (flash drive) of their proposal.

Addenda:

All addenda to this RFP will become part of the RFP and part of any contract awarded as a result of this RFP.

Cost Liability:

The College assumes no responsibility and bears no liability for costs incurred by a vendor in the preparation and submittal of a bid proposal in response to this RFP.

Contents of Bid Proposal:

Subsequent to bid opening, all information submitted by vendor's is response to the RFP is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and common law.

A vendor may designate specific information as not subject to disclosure when the vendor has a good faith legal/factual basis for such assertion. The institutions reserve the right to make the determination and will advise the vendor's accordingly. The

location in the bid proposal of any such designation should be clearly stated in a cover letter. The institutions will not honor any attempt by a vendor either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

By signing this RFP response, the vendor waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to the institutions and cooperative purchasing partners and thus have to be made public to allow eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the institutions or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can contact The College of New Jersey Purchasing Department to inspect bid proposals received in response to this RFP.

Pricing:

All pricing should be provided per the scope of work/attached cost sheet.

Energy Star energy efficient products: On April 22, 2006, Governor Jon Corzine signed Executive Order #11 stating that The New Jersey State government should assume a leadership role in promoting the efficient use of energy and natural resources in the interest of long-term protection and enhancement of our State's natural beauty. To meet this requirement, vendor's, including designs by architects and engineers, shall provide pricing for Energy Star energy efficient products when applicable. For products that do not have ENERGY STAR labels, vendor's shall follow guidelines established by the New Jersey Clean Energy Program and/or requirements set forth in Executive Order #11.

Substitutions

The vendor's may include in their bid substitute materials or equipment or methods in lieu of those specified in the bidding documents. Any substitution must be equal in type, function and quality to the item required in the specifications.

No vendor is 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. Vendor's must determine for themselves which to offer. This may be cause for automatic rejection of bid.

Multiple Proposals are Not Allowed

No vendor's is allowed to submit more than one bid from an individual, vendor, partnership, corporation or association under the same or different name. This may be cause for automatic rejection of each bid.

Bid Withdrawal:

A vendor may request that its bid be withdrawn prior to bid opening. Such request must be made in writing to The College Executive Director of Procurement Services. If the request is granted, the vendor's may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place designated. Once bids have been opened, the vendor's runs the risk of forfeiting their bid bond.

Submitted proposals shall be valid for at least a period of (60) days to allow for sufficient time for bid evaluation and contract award.

Mandatory Submittals:

Documents/submissions that must be provided **WITH** the bid submission:

- Any addenda if issued
- Non-Collusion Statement
- Statement of Ownership Disclosure
- Source Disclosure Certification: For all procurements that are "primarily" for services, the vendor's must comply with N.J.S.A 52:34-13.2 (also known as Executive Order 129) and file a source disclosure certification with the agency. It is the agency's responsibility to determine if the vendor complies with N.J.S.A. 52:34-13.2. In order to be in compliance, all services provided to the College, must be performed within the United States.
- ~~BID SECURITY AND STATEMENT OF SURETY: If requested in the RFP, the vendor's must provide a bid bond and a statement of surety with the bid proposal.~~
- ~~THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE If the RFP is for a public works project, the Vendor's shall submit with the proposal the vendor's Public Work Contractor Registration Act Certificate. Failure to submit a copy of the certificate may be cause for rejection of the proposal.~~
- Vendor Qualifications Sheet
- The College of New Jersey strives to create a diverse environment through a variety of initiatives to make the campus more welcoming to people of all backgrounds. Submit a summary of your organization's policies, procedures and practices aimed at increasing diversity in the workforce. Specify the types of diversity that are

important to your organization and the diversity of your workforce. Specify the diversity in the team you select for the College commitment and how that will affect the quality of services provided to the College.

Documents/Submissions that must be provided before contract award:

- **BUSINESS REGISTRATION**

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 vendor/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 vendor’s, 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.

- **AFFIRMATIVE ACTION:** The vendor is required to submit a copy of Certificate of Employee Information Report or a copy of Federal Letter of Approval verifying that the vendor is operating under a federally approved or sanctioned Affirmative Action program. If the vendor has neither document of Affirmative Action evidence, then the vendor must complete the attached Affirmative Action Employee Information Report (AA-302) and send it along with a check for \$150 to the NJ Department of Treasury, Division of Purchase and Property, Contract Compliance Unit. Send a copy of the completed form and check to the College.
- Disclosure of Investment in Iran
- Vendor W-9.
- **CERTIFICATE OF INSURANCE:** The vendor is required to submit proof of liability insurance in accordance with The College’s Terms and Conditions. See attachment titled Terms and Conditions.
- P.L. 2005, Chapter 51 / Executive Order 117 - Vendor Certification and Disclosure of Political Contributions:
 - In order for your proposal to be accepted and deemed valid, your company/vendor 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 RFP cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury.
- All applicable licenses, certificates, and requirements specified in the scope of work, contract documents and specifications.

4) **CONTRACTUAL TERMS**

- a) Contract administration: The vendor will coordinate all work schedules with the Facilities Department once the contract is awarded.
- b) Term of contract as specified in the scope of work shall commence with the formal date of award.
- c) Proposals will include shipping F.O.B. Destination.
- d) The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.
- e) The vendor must comply with the delivery date as specified in the contract. Failure to comply may result in the termination of the contract.
- f) All deliveries will be made during regular working hours, 8:30 a.m. to 4:30 p.m. Monday through Friday. Changes thereto must be granted with written approval by the College.
- g) The vendor will be responsible for the delivery of products in first-class condition at the point of delivery and in accordance with good commercial practices.
- h) Order of Precedence: The contract awarded as a result of this RFP shall consist of this RFP, addend to this RFP, the vendors bid proposal and the Notice of Award. Unless specifically stated in this RFP, the Special Contractual Terms and Conditions of the RFP and addenda take precedence over the College's Standard Terms and Conditions.
- i) CONTRACT TRANSITION: In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration of the contract.
- j) If awarded a contract your company/vendor will be required to comply with the requirements of P.L. 1975 c.127. (NJAC 17:27).
- k) 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.

5) **PROPOSAL EVALUATION:**

Evaluation committee - Bid proposals may be evaluated by a committee composed of members of the institution Unit/Department responsible for managing the service, the institution's Purchasing Department and other institution employees.

Proposals will be judged by the following criteria:

- a) Experience of the vendor in the commodity being bid.
- b) The ability of the vendor to efficiently, accurately, and successfully perform the required services essential to this contract. The vendor's performance history with regards to these services will be used in the evaluating whether or not to award the contract to that vendor.
- c) A vendor's response to all specification requirements in sufficient detail for the evaluator(s) to analyze the proposal and make sound judgments about it.
- d) Price. The College of New Jersey reserves the right to evaluate price(s) and award contracts, based on the present worth analysis when it is determined to be most advantageous to the College. Vendor's should submit prices exactly as instructed. The College reserves the right to request all vendor's to explain the method used to arrive at any or all prices. The College reserves the right to require vendor's to provide a schedule of values of their bid price upon request. If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the

pricing other than a disparity between unit price and extended price and the vendor's intention is not readily discernible from other parts of the bid proposal, the Executive Director of Procurement Services may seek clarification from the vendor's to ascertain the true intent of the bid.

6) **BEST AND FINAL OFFER (BAFO):**

The College of New Jersey reserves the right, at any time prior to the award of a Contract and for any reason, to request and consider "best and final" proposals from one or more of the vendor's who have submitted a proposal. The number of vendor's allowed to submit "best and finals" and the scope of the "best and finals" shall be determined solely by The College of New Jersey. No vendor's has a right to submit a "best and final."



Project Name: ELY Plumbing Fixtures & Piping Replacement

TCNJ Advertised Bid # AB220004

MILESTONE SCHEDULE

Bid Released	August 28, 2021
Pre-bid meeting 9am	September 1, 2021
Cut off for questions	September 7, 2021
Addendum issued	September 11, 2021
Bids received	September 23, 2021
Notice of Intent to Award issued	September 27, 2021
End of Protest Period	October 6, 2021
Notice to Proceed issued by	October 8, 2021
Submittals submitted for approval	October 13, 2021
Receive Prints of Project by	October 22, 2021
Mobilize to site and project begin:	December 22, 2021
Project Completion and Close out by:	January, 22, 2022



ELY Sink, Faucets and Piping Replacement

Date: August 24, 2021

General Work Description: Replace all toilet room counter tops with sinks and replace with new

Scope: Proposals for removal and disposal of counters, faucets, piping and lavatory sinks in the men's and women's bathrooms of the ELY bldg.

Specifications:

Specifications:

1. Vendor purchases $\frac{3}{4}$ " thick Corian countertops (light grey, submit samples after contract award for approval), or approved equal, with sinks molded in counters and hung using all required manufacturers fastening materials and details. The measurements of 1st and 2nd floor Men's and Ladies are 95 $\frac{1}{2}$ " L x 24" W with a backsplash of 5 $\frac{1}{4}$ ". The 3rd floor measurements are as follows: 82 $\frac{1}{2}$ " L x 24" W with a 5 $\frac{1}{4}$ " backsplash. Also have faucet holes cut in counters that fit Sloan Optima M#EBF-85 hands free faucets. Bidders are to confirm dimensions prior to submitting their bids, no extra costs will be entertained for dimensional issues after bid award.
2. Vendor purchases and Installs 18 new Sloan Optima M#EBF-85 hands-free faucets (or approved equal) along with new grid strainers, new angle stops and new supply lines for each sink. Also must remove and discard old sink drains and trap set ups and install new pvc trap set ups.
3. Open up walls under sink areas to access horizontal galvanized drain piping that picks up sinks and ties into stack, cut out and remove. Once removed, replace old galvanized pipe with new 2" PVC piping, fittings and adapters and tie into vertical stack in chase.
4. While the wall is open cut out old Domestic hot and cold water piping that ties into vertical risers in chase.
5. Install new copper domestic hot and cold copper water pipes from vertical risers to angle stops of each sink.
6. Test all piping, fixtures and drains for leaks.
7. Once testing is complete, vendor must repair and paint all walls that were open from inside corner of wall to outside corner of wall.
8. Clean up all debris on a daily basis and discard off campus.

Note: There are 6 bathrooms in total throughout the ELY building with 18 sinks total.

Additional Items:

1. All work is to include labor and materials for a complete turn key project. Clean up to occur daily to maintain a safe clean working site at all times. **Prevailing wages apply.**
2. Ewing work ordinance is 7am until 10pm. This project work can take place from 8:30am through 5pm.
3. All workers to park at the TCNJ Carlton Avenue parking lot, across Pennington Road. Parking at the site is available for two contractor vehicles. Others to park at Carlton and be shuttled to the site.
4. Submit the following for approval before proceeding with any work: counter top materials, shop drawings with setting details, sinks, piping materials/fittings, valves, and faucets.

ELY Sink, Faucets and Piping Replacement

Bid Sheet

Total bid price: \$ _____ Words: _____

**SECTION 01010
SUMMARY OF WORK**

PART 1- GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of the specifications, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of all work noted on the drawings and in these specifications
 - 1. Project Location: The College of New Jersey, Ewing New Jersey
 - 2. Owner: The College of New Jersey, State of New Jersey

1.03 CONTRACTS

- A. The project contract is between The College of New Jersey and the single prime contractor performing the work specified.
- B. Definition of Extent of Contract Work: The contract documents, specifications, project drawings, manufacturer's installation handbooks, TCNJ form of agreement, and the contractors response to the RFP represent the extent of the construction contract.

1.04 CONTRACTORS USE OF PREMISES

- A. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The contractor's use of the premises is limited only by the Owner's right to perform work, retain other contractors on portions of associated projects, or to access the building for the occupants.
 - 1. Contractor is to coordinate their work with the activities for each work location.
- B. Use of the Site: Limit use of the premises to areas required for equipment and material storage and access to the roof area. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas immediately adjacent to the building where the work is being performed.
 - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
 - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials unless previously approved by the owner. Schedule deliveries to minimize space and time requirements or storage of materials and equipment on -site.
 - 3. Burial of Waste Materials: Disposal of organic and hazardous materials on-site either by burial or burning, will not be permitted.
 - 3. Parking is allowed at the paving operations only for three vehicles. If more parking is needed, there is additional parking provided at the colleges Carlton Avenue parking lot. The contractor is responsible to shuttle workers back and forth as needed.

C. Use of the Existing Building: Maintain any existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building, its contents, components, and systems and its occupants during the construction period.

PART 2 - PRODUCTS (Not Applicable)

PART 3- EXECUTION (Not Applicable)

END OF SECTION 01010

1 **SECTION 01025 – MEASUREMENT AND PAYMENT**

2
3 PART 1 - GENERAL

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5 1.01 SCHEDULE OF VALUES

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7 A. Each Contractor shall prepare a schedule of values in coordination with the preparation of progress schedule. Correlate line items with other administrative schedules and forms required for the work, including progress schedule, payment request form, listing of subcontractors, schedule of allowances if any, schedule of alternates if any, listing of products and principal suppliers and fabricators, and schedule of submittals. Break down principal subcontract amounts into multiple line items for each entity of work. Round off to nearest whole dollar, but with total equal to Contract Sum. Submit 4 copies of schedule of values to the Owner and Architect for review and approval.

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15 • **Upon Owner/Architect approval, Owner will return the Schedule of Values to the Contractor for the Contractor to submit to the bonding company for their acceptance. Payments will not be made to the Contractor until the bonding company has provided a written acceptance to the Owner.**

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18 B. The schedule of values shall be tabulated into subcontracts and trades with the Quantity, Labor, Material, and Total Cost indicated. The Schedule of Values shall include such items as bonds, insurance, allowances and alternates, punchlist/close out documents and shall enclose copies of invoices and/or cancelled checks from bonding and insurance agents.

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22 C. Schedule of values shall be submitted on AIA Form G703 or similar form approved by the Architect and Owner.

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26 D. Each Contractor's monthly application for payment shall be in the same schedule form, reflecting the same items from above. Unit costs shall be realistic for their part of the Work.

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30 1.02 CHANGES IN THE WORK

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32 A. When a change in the Work includes a category or categories of Work both added to and deducted from the Contract, the total quantities of added Work and of deleted Work shall be determined separately for each category and the appropriate unit price or net cost of the Work shall be applied to the difference between the two total quantities.

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36 B. Unit prices shall be inclusive of all costs and shall be applied to units of measure as defined in the Specifications for each category of Work.

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40 C. For all extra Work performed by the Contractor, the gross cost to the Owner shall include the net cost of the Work to the Contractor plus an allowance for overhead and profit not to exceed 15% of the net cost.

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43 D. For all extra Work performed by a Subcontractor, the gross cost to the Owner shall include the net cost of the Work to the Subcontractor plus an allowance for overhead and profit not to exceed 15% of the net cost, plus the Prime Contractor's overhead and profit not to exceed 5% of the Subcontractor's cost.

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46 E. Net cost of extra Work shall be the actual or pro-rated cost of:

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48 1. Labor, including foreman, at the prevailing rate of wages, contributions and taxes.
 - 49
50 2. Materials entering permanently into the Work, including delivery to the site.
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52 3. The ownership or rental cost of construction equipment and expendable tools, pro-rated for the time necessary for the Work.
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1 4. Power and consumable supplies for the operation of power equipment, pro-rated for the time necessary
2 for the Work.

3
4 5. Insurance and Bonds.

5
6 F. Gross costs shall be net costs plus the mark up allowances described above, such mark up allowances being
7 inclusive, of all cost of superintendence, supervision, engineering, overhead, profit, administrative and site
8 office expenses and all other general expenses.

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10 1.03 APPLICATIONS FOR PAYMENT

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12 A. Except as otherwise indicated, sequence of progress payments for the Contractor shall be regular, and each
13 shall be consistent with previous applications and payments. It is recognized that certain applications involve
14 extra requirements, including initial applications, applications at times of substantial completion, and final
15 payment applications.

16
17 B. Payment Application Forms: Use AIA Document G702 and G703 Continuation Sheets; available from
18 Publications Distribution Div., The American Institute of Architects, 1735 New York Ave., N.W.,
19 Washington, D.C. 20006 (also available at most local AIA chapter offices).

20
21 C. Except as otherwise indicated, complete every entry provided on the form, including notarization and execu-
22 tion by authorized persons. Incomplete applications will be returned by Architect and Owner without action.
23 Entries shall match current data of schedule of values, progress schedules and reports. Listing shall include
24 amounts of fully executed change orders issued prior to first day of the period of construction covered by
25 application. Applications for payment shall include weekly payroll report. Contractor shall furnish to the
26 Owner certified payroll reports for each payroll period with pay request, indicating name craft, social security
27 number and actual hourly rate of wages paid to each workman employed on the project. A certified payroll
28 record is defined as "a payroll record which is attested to by the employer, or corporate officer of such
29 company, or an authorized agent of the employer." A payment request will not be paid until the Owner
30 receives the certified payrolls.

31
32 D. Submit one "pencil" copy of each proposed payment application to the architect and owner, for review, not
33 less than seven days prior to formal submissions of application.

34
35 E. Submit 4 executed copies of each payment application. Transmit with a transmittal form listing attachments,
36 and recording appropriate information related to application.

37
38 F. Breakdown may include a line item for General Conditions. General Conditions shall include the cost of
39 general supervision, trailers, temporary utilities and other general expenses directly related to the project and
40 not considered overhead. The general conditions item shall be billed on monthly progress payments on a
41 percentage of work completed.

42
43 1.04 INITIAL PAYMENT APPLICATION

44
45 A. The principal administrative actions and submittals which shall precede or coincide with submittal of the
46 Contractor's first payment application can be summarized as follows, but not necessarily by way of limitation.

47 1. Listing of subcontractors and principal suppliers and fabricators.

48 2. Schedule of values.

49 3. Schedule of principal products.

50 4. Schedule of submittals (preliminary if not final).
51
52
53
54
55

5. Copies of acquired building permits and similar authorizations and licenses from governing authorities for current performance of the work.
6. Data needed by Owner to secure related insurance coverages.
7. Performance and Payment Bond.
8. Insurance Certificates.

1.05 PROGRESS PAYMENTS

A. Based upon application for payments submitted to the Architect and the Owner, by the Contractor, on or about the 25th day of each month for the period ending the last day of the previous second month, and Certificate of Payment issued by the Architect and the Owner, the Owner will make progress payments on account of the Contract Sum to the Contractor as follows:

1. On or after the 20th day of each month, the Contractor shall submit to the Architect and Owner a "pencil copy" indicating the previous payment and the proposed amounts for each line item for the current period. After review and approval or changes, the Contractor shall prepare the final billing for presentation to the Architect and Owner.
2. a. Whenever any contract, the total price of which exceeds \$100,000, entered into by a State college, for the construction, reconstruction, alteration or repair of any building, structure, facility or other improvement to real property, requires the withholding of payment of a percentage of the amount of the contract, the contractor may agree to the withholding of payments in the manner prescribed in the contract, or may deposit with the State college registered book bonds, entry municipal bonds, State bonds or other appropriate bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the State college. For purposes of this section, "value" shall mean par value or current market value, whichever is lower.

If the contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the contractor upon fulfillment of the terms of the contract relating to such withholding. Any interest accruing on cash payments withheld shall be credited to the State college.

b. Any contract, the total price of which exceeds \$100,000, entered into by a State college involving the construction, reconstruction, alteration, repair or maintenance of any building, structure, facility or other improvement to real property, shall provide for partial payments to be made at least once each month as the work progresses, unless the contractor shall agree to deposit bonds with the State college pursuant to section 1.

c. 1. With respect to any contract entered into by a State college pursuant to section 2 for which the contractor shall agree to the withholding of payments pursuant to section 1, 2% of the amount due on each partial payment shall be withheld by the State college pending completion of the contract.

2. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to subsection a. of this section, all amounts being withheld by the State college shall be released and paid in full to the contractor within 45 days of the final acceptance date agreed upon by the contractor and the State college, without further withholding of any amounts for any purpose whatsoever, provided

1 that the contract has been completed as indicated. If the State college requires
2 maintenance security after acceptance of the work performed pursuant to the contract, such
3 security shall be obtained in the form of a maintenance bond. The maintenance bond shall
4 be no longer than two years and shall be no more than 100% of the project costs.
5

6 d. This act shall take effect immediately. This bill supplements the "State College Contracts Law,"
7 P.L.1986, c.43 (C.18A:64-52 et seq.), and applies to any State college contract for over \$100,000 which
8 involves the construction, reconstruction, alteration or repair of any building, structure, facility or other
9 improvement to real property. Under the provisions of this bill, whenever a contract of this type requires
10 the withholding of payment of a percentage of the amount of the contract, the contractor would have the
11 choice of either agreeing to a retainage deduction from each monthly progress payment, or the contractor
12 could choose to deposit bonds in the amount necessary to satisfy the amount that otherwise would be
13 withheld under the contract. If a contractor chooses a retainage deduction from each monthly payment,
14 then the retainage would be limited to 2% of the amount due on each partial payment. Upon acceptance
15 of the work performed pursuant to the contract for which the contractor has agreed to a retainage
16 deduction, all amounts being withheld by the State college must be paid in full to the contractor within 45
17 days of the final acceptance date agreed upon by the contractor and the State college. The bill provides
18 that if the State college requires maintenance security after acceptance of the work performed under the
19 contract, the security must be obtained in the form of a maintenance bond, which is required to be no
20 longer than two years and no more than 100% of the project costs. The provisions of this bill are similar
21 to provisions in the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.) and the "Public
22 School Contracts Law," P.L.1977, c.114 (C.18A:18A-1 47 et seq.).
23

- 24 3. Upon substantial completion, the retainage shall, upon the Architect/Owner's approval, remain at 2% of
25 the value of work completed. Final release of retained monies will occur only upon the total completion
26 of all punch list and closeout documentation to the satisfaction of the Architect and Owner.
27
- 28 4. For each day's delay in the Contractor's submission of an application for payment acceptable to the Ar-
29 chitect and Owner, the Owner may delay one day in making his progress payment.
30
- 31 5. Owner shall make payments within 30 days of receipt of said monthly pay requisition.
32

33 1.06 APPLICATION AT TIME OF SUBSTANTIAL COMPLETION

34 A. Following issuance of certificate of substantial completion on each Contractor's work, and also in part as
35 applicable to prior certificates on portions of completed work as designated, a "special" payment application
36 may be prepared and submitted by Contractor. The principal administrative actions and submittals which
37 shall precede or coincide with such special applications can be summarized as follows, but not necessarily by
38 way of limitation:
39

- 40 1. Occupancy permits and similar approvals or certifications by governing authorities and franchised
41 services, assuring Owner's full access and use of completed work.
42
- 43 2. Warranties, guarantees, maintenance agreements and similar provisions of Contract Documents.
44
- 45 3. Test/adjust/balance records, maintenance instructions, meter readings, start up performance reports, and
46 similar change over information germane to Owner's occupancy, use, operation and maintenance of
47 completed work.
48
- 49 4. Final cleaning of the work.
50
- 51 5. Application for reduction (if any) of retainage, with consent of surety.
52
- 53 6. Advice to Owner on coordination of shifting insurance coverages, including proof of extended coverage
54 as required.
55

- 1
2 7. Listing of Contractor's incomplete work, recognized as exceptions to certificate of substantial comple-
3 tion.
4

5 1.07 FINAL PAYMENT APPLICATION
6

- 7 A. The administrative actions and submittals which shall precede or coincide with submittal of the Contractor's
8 final payment application can be summarized as follows, but not necessarily by way of limitation.
9

- 10 1. Completion of project closeout requirements.
11
12 2. Completion of items specified for completion beyond time of substantial completion, regardless of
13 whether special payment application was previously made.
14
15 3. Assurance, satisfactory to Owner and Owner, that unsettled claims will be settled and that work not
16 actually completed and accepted will be completed without undue delay.
17
18 4. Transmittal of required project construction records to Owner via the Owner.
19
20 5. Proof, satisfactory to Owner and Owner, that taxes, fees and similar obligations of Contractor have been
21 paid.
22
23 6. Removal of temporary facilities, services, surplus materials, rubbish and similar elements.
24
25 7. Notarized consent of surety for final payment.
26

27 1.08 WAIVER OF LIENS
28

- 29 A. Each Contractor, for himself, and for all Subcontractors and material men, agrees that no mechanic's lien or
30 other claim shall be filed or maintained by the Contractor or by any Subcontractor, materialmen, laborer or
31 any other person whatsoever for, or on account of any work performed or materials furnished under this
32 Contract. This agreement shall be an independent contract, and the Contractor shall execute and deliver a
33 separate Waiver of Liens in form and substance satisfactory to the Architect and Owner contemporaneously
34 with the execution of the Owner-Contractor Agreement and before any work is begun at the site.
35

- 36 B. In every subcontract entered into by each Contractor after execution of this Contract or in connection
37 herewith, the Contractor shall incorporate a provision, similar to the foregoing paragraph, to the effect that
38 neither the Subcontractor nor any party acting through or under him shall file or maintain any mechanic's lien
39 or other claim against the Architect or Owner in connection with the Work.
40

41 **END OF SECTION 01025**

1 **SECTION 01100 - PROJECT PROCEDURES**

2
3 PART 1 - GENERAL

4
5 1.01 SPECIAL REQUIREMENTS

- 6
7 A. **Schedule:** Contractor shall provide a master schedule showing sequencing of work utilizing the CPM
8 method. The Contractor shall supply a schedule with all subcontractor activities, relationships, and durations,
9 utilizing the CPM method via SureTrak/Primavera, Version 3.0, or a Microsoft scheduling software to the
10 Owner on a working version CDrom and coordinate their schedule with the Owner.
11 • The Contractor is required to update at the end of each month the CPM Schedule based on the
12 percentage completed for each activity on the approved schedule (in concert with the submission of the
13 percentage completed in the monthly proposed schedule of values).
14 • **The contractor in their bid includes a cost of \$500.00 per month for this schedule submission, for
15 the duration of construction (per the milestone schedule in the bidding documents). This only
16 applies to projects in excess of 2 million dollars in base price. The contractors schedule of values
17 shall include this cost, and can only be billed for upon TCNJ's successful receipt of said schedule.
18 Should any schedule not be received at the end of any month during construction, TCNJ will issue
19 a deduct change order in the amount of \$500.00 to the contractor.**
20
21 B. Each Contractor shall take all necessary precautions to ensure the safety of all structural elements during all
22 phases of all work. No materials, cranes, trucks or any other construction loads shall be placed on any part of
23 the structure until the Contractor has determined the adequacy of that structure to carry the intended load
24 without damage or overstress.
25
26 C. Entrance into, or other use of the building will not be permitted except as may be necessary for the execution
27 of the Work, and shall be subject to the restrictions and instructions of the Owner.
28 **NOTE: any personnel working in any residence hall, including delivery personnel are to have a State
29 Police Background check completed before entering any residence hall. Contractor is to provide
30 the background check for all personnel at the kick off meeting, and/or prior to start of their
31 work. Should a person not have a background check but is on site for a short period of time, said
32 person shall be escorted by a TCNJ project manager/superintendent and /or a designated person
33 that has provided the appropriate back ground check information. All back ground checks will
34 be forwarded to TCNJ police for review and filing.**
35 **NOTE: any personnel working in a residence hall must where a badge with the name of the
36 vendor/contractor they work for and their personal name. This badge must be worn at all times.**
37
38 D. Routes of ingress and egress to areas where work is being performed shall be subject to the restrictions and
39 instructions of the Owner.
40
41 E. Materials shall be moved through the Building using rubber tired vehicles which shall be properly controlled
42 at all times to avoid damage to existing wall, floor or ceiling surfaces.
43
44 F. Water damage cannot be tolerated and it is incumbent upon Contractors to take any steps necessary to keep
45 the existing premises dry at all times.
46
47 G. Any damage to the new building from heavy equipment, striking the Building or any other damage to any part
48 of the premises shall be repaired at the expense of the Contractors.
49
50 H. All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file
51 with the Contractor prior to commencement of any welding.
52
53 I. No work shall start before 8:30am.unless agreed to in advance with the College.
54
55

1 PART 2 - PRODUCTS
2 NOT APPLICABLE
3

4
5 PART 3 - EXECUTION
6

7 3.01 GENERAL
8

- 9 A. Contractors shall perform the work on or about the premises in a careful manner with full consideration to fire
10 protection as required by the National Fire Protection Association Standards, National Board of Fire
11 Underwriters and State and Local Departments having jurisdiction. Fire resistant materials shall be used for
12 temporary enclosures.
13
- 14 B. Chemical extinguishers approved by the Owner shall be provided by the General Contractor during the
15 progress of the work where and as required by the Owner, the Local Fire Marshal and the National Board of
16 Fire Underwriters.
17
- 18 C. The Contractor shall maintain an active program of fire prevention to keep workmen fire conscious during the
19 entire life of the Contract. Designate one member of the organization to execute and coordinate fire control
20 measures of his own organization and that of all subcontractors under his jurisdiction.
21
- 22 D. All sub-contractors shall cooperate with the Contractor in carrying out the above program.
23
- 24 E. Storage of flammable materials will not be permitted in the Building unless written permission is obtained
25 from the Owner. Storage of all such materials shall be the Contractors' responsibility.
26
- 27 F. On-site open burning of rubbish, garbage, trade waste, leaves or plant life is prohibited.
28
- 29 G. Safety Program: The Contractor shall institute a safety program in accordance with OSHA and any local,
30 state, or federal guidelines. The contractor shall name a safety officer to monitor this program and shall
31 submit a safety report at job meetings.
32
- 33 H. Stockpiling: Stockpiling of materials on site will be allowed (but limited due to the limited space on this site).
34 Such materials shall not impair or impede the functioning of the facility. Materials stored on site shall be
35 secured to prevent loss from theft, damage, vandalism or fire. By stockpiling materials on site, the contractor
36 assumes full responsibility for said materials, and shall protect them to the fullest extent possible. Specific
37 locations for stockpiling materials shall be coordinated with the Architect, and Owner.
38
- 39 I. Safety Barriers: The Contractor shall erect safety barriers to deter and prohibit unauthorized access to the
40 construction site; such barriers may take the form of fences and shall be clearly marked with signage
41 prohibiting unauthorized access. The Contractor shall be responsible for safety barriers within the building.
42 The contractor shall be liable for damages to persons or property due to the construction process if adequate
43 safety measures are not undertaken. The Owner and Architect shall review safety precautions for their
44 adequacy but shall not be held liable for Contractors failure to maintain or provide adequate protection.
45
- 46 J. Sequencing: The Contractor will work with the Sub-Contractors to sequence the work during the submission
47 of monthly project schedules. Contractors shall endeavor to coordinate their work efforts with the Owner's
48 requirements. Interruptions of utility services shall be coordinated with the Architect, and Owner, but in no
49 instance shall last longer than 2 hours.
50
- 51 K. Limited staging and on site parking will be provided by General Contractor. The Contractor will coordinate
52 parking areas with all the subcontractors and TCNJ.
53
- 54 1. Parking will be available at Carlton Avenue. Contractor will provide shuttle service to and from the
55 site.

1
2 2. Contractor will be permitted to have vehicles on site with in the construction fencing only. Contractor
3 is to provide stone in all parking areas on site to prevent the buildup of ruts and mud, thus minimizing the
4 amount of mud leaving the site and being left behind on TCNJ roads.
5

6 L. Site Utilities: Electric power and water are available on site. Toilet facilities will be made available by the
7 Contractor. These facilities shall remain clean by the Contractors throughout the course of the project. The
8 Contractors shall repair and/or replace any damaged fixtures, partitions, etc. The Electrical Sub-Contractor
9 shall tie in a temporary power panel (or panels as required) for all trades to use during construction.
10 Interruption of building services shall not occur without prior consent and coordination by the Owner and
11 Owner.
12

13 1. Provide portable toilets for all construction personnel.
14

15 M. Construction Lighting: The Electrical Sub-Contractor shall run sufficient strings and fixtures to maintain a 50
16 foot-candle/sq.ft.intensity of light throughout the project areas.
17

18 N. Dumpster Location and Cleanup: The Architect and Owner shall coordinate the dumpster location with the
19 Contractors. The Contractor shall be responsible for obtaining, maintaining, and disposing of dumpsters, and
20 shall maintain clean work areas throughout the course of the project.

- 21 • Contractor is to provide adequate manpower during the entire course of the project to maintain the site
22 in a clean, neat and professional manner. At a minimum the contractor is to clean the entire site
23 twice per week (on different days) by picking up all debris in and around the site. Sweeping the
24 entire building daily is required once the floor slabs are in place. Contractor is to place garbage cans
25 on each floor minimum 3 per floor in designated locations to assist in keeping the site clean. The
26 owner will not tolerate a building project that is not maintained in a professional manner at all times.
27
28
29

30 3.02 PROGRESS MEETINGS
31

32 A. Progress Meetings shall be held bi-weekly at the job site at a regular time and day mutually agreed upon. The
33 frequency may be changed by the Architect or Owner to reflect current conditions. The Contractors, those of
34 his/their subcontractors concerned with current progress or with scheduling of future progress, the Architect,
35 the Owner, and the Owner shall each be represented at these job meetings by persons familiar with the details
36 of the work and authorized to conclude matters relative to work progress, establishment of progress
37 schedules, etc., as may be necessary to expedite completion of the work.
38

39 B. The Contractors and his/their subcontractors attending these meetings shall present complete and definite
40 reports as to the status of their respective work, conditions of product and equipment manufacturer, labor
41 availability, productivity and cooperation, shipping data, time of completion, sequence of the work, safety
42 program, and any other information bearing upon the execution of the Contract or subcontract. For the
43 Owner's convenience the Owner will chair the meetings.
44

45 3.03 MONTHLY REPORTS

46 A. The Contractor is to provide TCNJ a brief monthly status report on the last working day of each month dividing
47 the status of the project into the following categories (report must be complete in all respects, piece meal
48 submissions will not be accepted):

- 49 a. Project overview
- 50 b. Financial status
- 51 c. Updated project schedule
- 52 d. Change order request log
- 53 e. Submittal log
- 54 f. RFI log
- 55 g. Owner/Architect issues that need immediate resolution

1 h. Order/delivery issues
2
3

4 **B. The Contractor is to provide TCNJ with this monthly report, and include in their bid a cost of \$500.00**
5 **per month for all projects in excess of 2 million dollars base bid price for the duration of the construction**
6 **period as noted in the bidding milestone schedule. This total cost will be listed in the contractor's**
7 **schedule of values and can be billed for on a monthly basis only if said report is received in whole as**
8 **noted above. Should TCNJ not receive said complete report a deduct change order will be issued to the**
9 **contractor for \$500.00 for that month.**

10
11
12 **END OF SECTION 01100**

1 **SECTION 01300 – SUBMITTALS AND SUBSTITUTIONS**
2

3 **PART 1 – GENERAL**
4

5 **1.1 PROGRESS SCHEDULE / COORDINATION DRAWINGS**
6

- 7 A. The Contractor's schedule, shall coordinate with all trades to produce a coordinated CPM via
8 Suretrak/Primavera version 3.0 or a Microsoft scheduling program schedule indicating the start and
9 completion dates for each portion of the work as defined by the schedule of values, with the total time as
10 defined by the contract time and milestone dates as set forth in these specifications. The Contractor's CPM
11 schedule shall be submitted in electronic format (Suretrak 3.0 or a Microsoft Scheduling program) to and
12 reviewed by the Owner and Architect prior to first application for payment. Any revisions or additional
13 information requested by the Owner or Architect shall be provided. (No payment shall be made to any
14 Contractor not providing a schedule that reflects their entire work).
15 • Also refer to Section 01100-1 – Project Procedures.
16
17 B. The Contractor shall revise the progress schedule on a monthly basis as the work progresses reflecting therein
18 any delays, including those not within the Contractor's control, or accelerations in the progress of the work.
19 The progress schedule, as revised for any weekly period, shall be discussed at the bi-weekly job meetings
20 with the, Owner, the Architect, and the Contractor and the major trades in order to insure that the percentage
21 of actual completion of any portion of the work as called for in the progress schedule for that bi-weekly
22 period is attained. Monthly updates to the progress schedule shall be made prior to application for payment.
23
24 C. Should any delay occur in the progress of the work or any portion thereof, the Contractor shall be required to
25 implement all necessary measures to accelerate the construction, to meet the percentages of completion
26 dictated by the progress schedule on the applicable dates, without additional cost to the Owner.
27

28 **1.2 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**
29

- 30 A. Shop drawings, product data and samples will not be processed by the Owner and/or Architect until the list of
31 subcontractors, material suppliers and fabricators is submitted as required under Paragraph 3.12 of the General
32 Conditions.
33 • The successful Contractor shall submit their list of proposed substitutions with in 20 calendar days
34 of the Contract Award.
35 • The Architect shall be compensated on an hourly basis for review of all shop drawings or samples
36 that do not meet the requirements of the contract documents after two submissions. The
37 compensation shall be deducted from the contractors contract via a deduct change order, or other
38 means that both parties agree to.
39
40 B. Coordinate preparation and processing of submittals with performance of the work so that work will not be
41 delayed by submittals. Allow two weeks for review/approval by the Architect for the approval process.
42 Allow additional time if processing must be delayed to permit coordination with subsequent submittals with
43 others.
44
45 C. Provide permanent marking on each submittal to identify Project, date, Contractor, subcontractor, submittal
46 name, Specification section, drawing reference, and similar information to distinguish it from other
47 submittals. Show Contractor's executed review and approval marking and provide space (5" x 7") for
48 Architect's Action marking and space for Owner's review marking. Package each submittal appropriately for
49 transmittal and handling. Submittals received, which are lacking the above information, will be returned
50 without action. Submittals, which are received from sources other than through Contractor's office, will be
51 returned without action.
52
53 D. Each submission shall be complete, with all options clearly marked and with all components required for the
54 assembly fully described and detailed. Submissions missing important information will be returned

- 1 unchecked.
- 2
- 3 E. Transmittal Form: Submittals shall be accompanied by a transmittal form. Provide Contractor's certification
- 4 on form, ready for execution, stating that information submitted complies with requirements of contract
- 5 documents.
- 6 • Transmit all submittals and shop drawings to the Architect or Engineer with a copy of the transmittal to
- 7 the Owner.
- 8
- 9 F. Except as otherwise indicated in individual work sections, comply with requirements specified herein for each
- 10 indicated category of submittal. Provide and process intermediate submittals, where required between initial
- 11 and final, similar to initial submittals.
- 12
- 13 G. Maintain returned final set of samples at project site, in suitable condition and available for quality control
- 14 comparisons by Architect, and by Owner.
- 15
- 16 H. Do not proceed with installation of materials, products or systems until final copy of applicable shop
- 17 drawings, product data and samples are in possession of Installer.
- 18
- 19 I. Provide newly prepared shop drawings, on reproducible sheets, with graphic information at accurate scale,
- 20 with company name of preparer indicated. Show dimensions and note which are based on field measurement.
- 21 Identify materials and products in the work shown. Indicate compliance with standards, and special
- 22 coordination requirements. Do not allow shop drawing copies without appropriate final Action markings by
- 23 Architect to be used in connection with the work.
- 24
- 25 1. Initial and Intermediate Submittals: One correctable translucent reproducible print and 5 blue line or
- 26 black line prints; reproducible will be returned.
- 27 2. Final Submittal: 6 prints, plus 3 additional prints where required for maintenance manuals; 4 will be
- 28 retained and remainder will be returned, one of which shall be marked up and maintained by
- 29 Contractor as "Record Document".
- 30 3. Electronic submittals are acceptable in AutoCad format only. Contractor shall be responsible for
- 31 printing and distribution of multiple copies as required.
- 32
- 33 J. Collect required product data into one submittal for each unit of work or system; and mark each copy to show
- 34 which choices and options are applicable to the project. Include manufacturer's standard printed
- 35 recommendations for application and use, compliance with standards, application of labels and seals, notation
- 36 of field measurements that have been checked, and special coordination requirements. Maintain one set of
- 37 product data for each submittal at project site, available for reference by Architect and others.
- 38
- 39 K. Submittals will be accepted from the Contractor only. Submittals received from other entities will be returned
- 40 without review or action.
- 41 1. Submittals received without a transmittal form will be returned without review or action.
- 42 2. Transmittal form: Use a form matching the sample form attached to this section. Include the
- 43 following:
- 44 a. List of deviations.
- 45 b. The Contractor's certification signature.
- 46 3. Fill out a separate transmittal form for each submittal; also include the following:
- 47 a. Other relevant information.
- 48 b. Request for additional information.
- 49
- 50 L. Do not submit product data, or allow its use on the project, until compliance with requirements of Contract
- 51 Documents has been confirmed by Contractor. Submittal is for information and record unless otherwise
- 52 indicated. Initial submittal is final submittal unless returned promptly by Architect marked with an Action that
- 53 indicates and observed noncompliance. Submit 6 copies, plus 3 additional copies, which will be returned,
- 54 where required for maintenance manuals.
- 55 1. Electronic submittals are acceptable in 8 ½" x 11" format only.

- 1
2
3
4 M. Provide three (3) samples identical with final condition of proposed materials or products for the work.
5 Include range samples, not less than 3 units, where unavoidable variations between units of each set. Provide
6 full set of optional samples where Architect's selection is required. Prepare samples to match Architect's
7 sample where so indicated. Include information with sample to show generic description, source or products
8 name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and
9 confirmation of color, pattern, texture and kind by Architect. Architect will not test samples, except as
10 otherwise indicated, for compliance with other requirements, which are therefore the exclusive responsibility
11 of the Contractor.
12
13 N. Upon receipt of a signed copy of the Architects' Waiver form, electronic copies of CAD drawings of the
14 Contract Documents will be provided by the Architect for Contractor's use in preparing submittals. Copy of
15 Waiver form is attached.
16
17 O. Product Selection Procedures: Procedures for product selection include the following:
18
19 1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and
20 manufacturer, provide the named product or an equivalent.
21
22 2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or
23 "Source" name single manufacturers or sources, provide a product of the manufacturer or source that
24 complies with requirements, or an equivalent.
25
26 3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names
27 of both products and manufacturers, provide one of the products listed that complies with
28 requirements, or an equivalent. Comply with provisions of "Product Options and Substitutions,"
29 Section 1.4 of Division 1300 of these specifications when submitting an equivalent product.
30
31 4. Manufacturers: Where specification paragraphs or subparagraphs titled "Manufacturers" introduce a
32 list of manufacturers' names, provide a product by one of the manufacturers listed, or an equivalent,
33 that complies with requirements. Comply with provisions of "Product Options and Substitutions,"
34 Section 1.4 of Division 1300 of these specifications when submitting an equivalent product.
35
36 5. Product Options: Where Specification paragraphs or subparagraphs refer to "Product Options and
37 Substitutions," indicate that size, profiles, and dimensional requirements on Drawings are based on a
38 specific product or system; provide the specific product or system or an equivalent product or system
39 by another manufacturer. Comply with provisions of "Product Options and Substitutions," Section 1.4
40 of Division 1300 of these specifications when submitting an equivalent product.
41
42 6. Basis of Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design
43 Products" introduce or refer to a list of manufacturers' names, provide either the specified product or
44 an equivalent. Drawings and Specifications indicate sizes, profiles, dimensions and other
45 characteristics that are based on the product names. Comply with the provisions of "Product Options
46 and Substitutions," Section 1.4 of Division 1300 of these specifications when submitting an equivalent
47 product.
48
49

50 1.3 MISCELLANEOUS SUBMITTALS
51

- 52 A. Miscellaneous submittals related directly to the work include warranties, maintenance agreements,
53 workmanship bonds, survey data and reports, physical work records, quality testing and certifying reports,
54 copies of industry standards, record drawings, field measurement data, operating and maintenance materials,
55 overrun stock, and similar information, devices and materials applicable to the work and not processed as

1 shop drawings, product data or samples.
2

3 B. Refer to sections for specific general requirements on warranties, product/workmanship bonds, and
4 maintenance agreements. In addition to copies desired for Contractor's use, furnish 2 executed copies, except
5 furnish 3 additional copies where required for maintenance manuals.
6

7 C. For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases,
8 jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents,
9 correspondence and records established in conjunction with compliance with standards and regulations
10 bearing upon performance of the work.
11

12 1.4 PRODUCT OPTIONS AND SUBSTITUTIONS

13 A. DEFINITIONS

14 1. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken
15 from previously purchased stock. The term "product" includes the terms "material," "equipment,"
16 "system," and terms of similar intent.
17

18 a. Named Products: Items identified by manufacturer's product name, including make or model
19 number or other designation, shown or listed in manufacturer's published product literature, that
20 is current as of date of the Contract Documents.
21

22 b. New Products: Items that have not previously been incorporated into another project or
23 facility, except that products consisting of recycled-content materials are allowed, unless
24 explicitly stated otherwise. Products salvaged or recycled from other projects are not
25 considered new products.
26

27 c. Equivalent Product: Product that is demonstrated and approved through submittal process, or
28 where indicated as a product substitution, to have the indicated qualities related to type,
29 function, dimension, in-service performance, physical properties, appearance, and other
30 characteristics that equal or exceed those of specified product.
31

32 2. Substitutions: Changes in products, materials, equipment, and methods of construction from those
33 required by the Contract Documents and proposed by Contractor.

34 3. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and
35 accompanied by the words "basis of design," including make or model number or other designation, to
36 establish the significant qualities related to type, function, dimension, in-service performance, physical
37 properties, appearance, and other characteristics for purposes of evaluating comparable products of
38 other named manufacturers.

39 4. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a
40 particular product and specifically endorsed by manufacturer to Owner.

41 5. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either
42 to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

43 6. **Buy American Requirement: the Contractor shall comply with N.J.S.A 52:32-1 and N.J.S.A.**
44 **52:33-1 et seq., which prohibits the use by the Contractor or subcontractors of**
45 **materials or farm products produced and manufactured outside of the United States**
46 **on any public work.**
47

48 B. General Requirements:

49 1. The requirements for substitutions do not apply to specified Contractor options on products and
50 construction methods. Revisions to Contract Documents, where requested by Owner or Architect are
51 changes, not substitutions. Contractor's determination of and compliance with governing regulations
52 and orders issued by governing authorities do not constitute substitutions and do not constitute a basis
53 for change orders. Otherwise, Contractor's requests for changes in products, materials, and methods of
54 construction required by Contract Documents are considered requests for substitutions, and are subject
55

- 1 to requirements hereto.
- 2 2. To the greatest extent possible, provide products, materials and equipment of a singular generic kind
- 3 and from a single source.
- 4 3. Where more than one choice is available as options for Contractor's selection of a product or material,
- 5 select an option that is compatible with other products and materials already selected. Total
- 6 compatibility among options is not assured by limitations within Contract Documents, but shall be
- 7 provided by Contractor. Compatibility is a basic general requirement of product/material selections.
- 8 4. Any and all contractor substitutions that require additional work by other trades not specifically called
- 9 for in the documents shall be paid for by the contractor requesting the substitution if any other trade
- 10 increase is required.
- 11 5. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or
- 12 other considerations, after deducting additional responsibilities Owner must assume. Owner's
- 13 additional responsibilities may include compensation to Architect for redesign and evaluation services,
- 14 increased cost of other construction by Owner, and similar considerations.

15

16 C. Submittals: Submit 6 copies, utilizing Substitution Request Form, CSI Form 13.1.A, fully identified for

17 product or method being requested for substitution, including related specification section and drawing

18 numbers, and fully documented to show compliance with requirements for substitutions. Include product

19 data/drawings, description of methods, samples where applicable, Contractor's details comparison of

20 significant qualities between specified item and proposed substitution, statement of effect on construction

21 time and coordination with other affected work and contractors, cost information or proposal, warranty

22 information, compatibility with other work, approval of all authorities having jurisdiction, and Contractor's

23 statement to the effect that proposed substitution will result in overall work equal to or better than work

24 originally indicated.

25

26 D. Contractor's options for selecting products are limited by Contract Documents requirements, and governing

27 regulations. Required procedures include, but are not necessarily limited to, the following for various

28 indicated methods or specifying:

- 29
- 30 1. Single product/manufacturer name; provide product indicated or equivalent, except advise Architect
- 31 before proceeding, where known that named product is not a feasible or acceptable selection.
- 32 2. Two or more product/manufacturer names; provide one of the named products or equivalent, at
- 33 Contractor's option; but excluding products which do not comply with requirements. Advise Architect
- 34 before proceeding.
- 35 3. Equivalent; where named products in Specifications text are accompanied by the term "or equivalent",
- 36 or other language of similar effect, comply with those Contract Documents provisions concerning
- 37 substitutions for obtaining Architect's approval of equivalent product.
- 38 4. Named, except as otherwise indicated, is defined to mean manufacturer's name for product, as
- 39 recorded in published product literature, of latest issue as of date of Contract Documents. Refer
- 40 requests to use products of a later or earlier model to Architect for acceptance before proceeding.
- 41 5. Where compliance with an imposed standard, code or regulation is required, selection from among
- 42 products that comply with requirements including those standards, codes and regulations, is
- 43 Contractor's option.
- 44 6. Provide products which comply with specific performances indicated, and which are recommended by
- 45 manufacturer, in published product literature or by individual certification, for application indicated.
- 46 Overall performance of a product is implied where product is specified for specific performance.
- 47 7. Provide products that have been produced in accordance with prescriptive requirements, using
- 48 specified ingredients and components, and complying with specified requirements for mixing,
- 49 fabricating, curing, finishing, testing and similar operations in manufacturing process.
- 50 8. Where matching of an established sample is required, final judgment of whether a product proposed by
- 51 Contractor matches sample satisfactorily is Architect's judgment. Where no product within specified
- 52 cost category is available, which matches sample satisfactorily and complies with requirements,
- 53 comply with Contract Document provisions concerning substitutions for selection of a matching
- 54 product outside established cost category or not complying with requirements.
- 55 9. Where specified product requirements include "...as selected from manufacturer's full range of colors,

1 patterns, textures..." or words of similar effect, the selection of manufacturer and basic product data is
2 to comply with requirements of the Contract, and selection shall be from the full range of products
3 within the requirements. Where specified product requirements include "... as the industry...", or
4 words to that effect, selection of product complying with requirements, is Architect's selection,
5 including designation of manufacturer, where necessary to obtain desired color, pattern or texture.
6

7 E. Substitutions may be permitted by the Architect, if, in his opinion, the requirements of the proposed
8 substitution comply with the requirements specified for the material, article or piece of equipment; however,
9 the Architect is not required to permit substitution pursuant to the case of Whitten Corporation vs. Paddock,
10 Incorporated, United States District Court, Massachusetts, April 12, 1974, affirmed by the Federal First
11 Circuit Court, December 14, 1974.
12

13 F. After award of contract, the Contractor may submit substitutes to the Architect for review, fully documented
14 and certified, and accompanied by a proposal for a reduction in the Contract Sum.
15

16 G. Contractor's request for substitution will be received and considered when extensive revisions to Contract
17 Documents are not required and changes are in keeping with general intent of Contract Documents; when
18 timely, fully documented and properly submitted; and when one or more of following conditions is satisfied,
19 all as judged by Architect. Otherwise, requests will be returned without action except to record
20 noncompliance with these requirements.
21

22 1. Where request is directly related to an "equivalent" clause or other language of same effect in Contract
23 Documents.
24

25 2. Where required product, material or method cannot be provided within Contract Time, but not as a
26 result of Contractor's failure to pursue the work promptly or coordinate various activities properly.
27

28 3. Where required product, material or method cannot be provided in a manner which is compatible with
29 other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted
30 (guaranteed) as required, or cannot be used without adversely affecting Owner's insurance coverage on
31 completed work, or will encounter other substantial noncompliances which are not possible to
32 otherwise overcome except by making requested substitution, which Contractor thereby certifies to
33 overcome such incompatibility, uncoordination, nonwarranty, noninsurability or other noncompliance
34 as claimed.
35

36 4. Where substantial advantage is offered Owner, in terms of cost, time or other valuable considerations,
37 after deducting offsetting responsibilities Owner may be required to bear, including additional
38 compensation to Architect for redesign and evaluation services, increased cost of other work by Owner
39 or separate Contractors, and similar considerations.
40

41 H. Contractor's submittal of, and Architect's acceptance of, shop drawings, product data or samples which
42 indicate work not complying with requirements of Contract Documents, does not constitute an acceptable and
43 valid request for, nor approval of, a substitution.
44

45 I. QUALITY ASSURANCE

46 Compatibility of Options: If Contractor is given option of selecting between two or more products for use on
47 Project, product selected shall be compatible with products previously selected, even if previously selected
48 products were also options.
49

50 1. Each contractor is responsible for providing products and construction methods compatible with
51 products and construction methods of other contractors.
52

53 2. If a dispute arises between contractors over concurrently selectable but incompatible products,
54 Architect will determine which products shall be used.
55

56 J. EQUIVALENT PRODUCTS

57 Where products or manufacturers are specified by name, Contractor must submit the following, in addition to

1 other required submittals, to obtain approval of an unnamed product proposed as an equivalent:
2

- 3 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents,
4 that it is consistent with the Contract Documents and will produce the indicated results, and that it is
5 compatible with other portions of the Work.
- 6 2. Detailed comparison of significant qualities of proposed product with those named in the
7 specifications. Significant qualities include attributes such as performance, weight, size, durability,
8 visual effect, and specific features and requirements indicated.
- 9 3. Evidence that proposed product provides specified warranty.
- 10 4. List of similar installations for completed projects with project names and addresses and names and
11 addresses of architects and owners, if requested.
- 12 5. Samples, if requested.

13
14 1.5 OPERATION AND MAINTENANCE INSTRUCTIONS AND EQUIPMENT WARRANTIES
15

- 16 A. The Contractor shall orient and instruct the responsible maintenance personnel designated by the Owner in
17 the Operation of all equipment and shall provide the maintenance personnel with pertinent literature and
18 operational manuals for all equipment. Date and time of demonstrations shall be mutually agreed upon with
19 the Owner. Provide qualified personnel for as long as necessary to fully orient and instruct the Owner.
20 Contractor shall videotape instruction session and provide owner with completed video.
21
- 22 B. The manuals shall be submitted in (quadruplicate) 3-ring loose-leaf type binders to the Architect for approval
23 with all additional information that the Architect may request and considers necessary for the proper servicing
24 and maintenance of all equipment. Manuals are to include plain paper copies of approved shop drawings and
25 catalog cuts. The quality of the copies may be subject to approval by the Architect. Upon completion and
26 approval, 3 copies will be forwarded to the Owner and one copy retained by the Architect.
27
- 28 C. Manuals shall include no less than the following:
 - 29 1. Operating Procedures:
 - 30 a. Typewritten procedures indicating each mode of operation of each piece of equipment or
31 system. Procedures shall indicate the status of each component of a system in each operating
32 mode.
 - 33 b. Procedures shall indicate names, symbol numbers, valve tags, circuit numbers, schematic
34 control and wiring diagrams, locations of thermostats, manual starters, control cabinets, and
35 other controls of each system.
 - 36 c. Emergency shutdown procedures for each piece of equipment or system, both automatic and
37 manual as appropriate.
 - 38 2. Maintenance Schedule: Typewritten schedule describing manufacturer's recommended schedule of
39 maintenance and maintenance procedures.
 - 40 3. Catalog cuts and shop drawings:
 - 41 a. Catalog cuts shall clearly indicate the exact model and type of each piece of equipment installed
42 in the Project, including all options provided.
 - 43 b. Catalog cuts shall fully describe equipment including physical, electrical, mechanical and other
44 characteristics, performance characteristics and installation or erection diagrams.
 - 45 c. Catalog cuts shall indicate spare part numbers and name, address and telephone number of local
46 representative or service department.
 - 47 4. Typewritten list of all subcontractors on the Project including name, address, telephone number and
48 responsibility on the Project.
 - 49 5. Manuals shall be indexed with dividers indicating each system or piece of equipment.
 - 50 6. Warranties, permits, inspection stickers/approvals and Certificate of Occupancy are to be included.
- 51 D. Required equipment warranties shall be submitted in three copies to the Architect.
52
- 53 E. The Contractor shall video tape all instructional sessions and demonstrations and provide the Owner with a
54 copy of the videotape at the end of all demonstrations.
55

1
2 PART 2 - PRODUCTS
3 NOT APPLICABLE
4 PART 3 - EXECUTION
5

6 3.1 ACTION ON SUBMITTALS
7

- 8 A. One copy of all submissions will be returned to the Contractor for his files. The Contractor shall mark up
9 other copies so as to conform with the copy returned to him and forward them to all interested Contractors,
10 Subcontractors, and Suppliers.
11
12 B. The Architect will review and stamp submitted shop drawings in one of the following ways (the actual stamp
13 may be different; below language is shown for an example only)
14 1. "No Exceptions Taken": Approved.
15 2. "Make Corrections Noted": Approved, provided the work complies with corrections marked on the
16 submittal.
17 3. "Revise and Resubmit": Do not commence work of this submittal. Revise and resubmit or prepare a
18 new submittal; comply with notations marked on submittal.
19 4. "Rejected": Fundamentally not in compliance. Prepare a new submittal. No notations or comments
20 made.
21
22 C. Work shall be executed in accordance with "Approved", "Approved As Noted", or "Resubmit for Record"
23 stamp only.
24
25 D. Architect's review of shop drawings/submittals will constitute checking for general arrangement only, and
26 shall not relieve the Contractor of responsibility for complete compliance with Drawings and Specifications.
27 Contractor shall be responsible for quantities and dimensions to assure a proper fit under field conditions.
28

29 3.2 DISTRIBUTION
30

- 31 A. Provide additional distribution of submittals, not included in foregoing copy submittal requirements, to
32 subcontractors, suppliers, fabricators, installers, governing authorities and others as necessary for proper
33 performance of the work. Include such additional copies in transmittal to Architect where required to receive
34 Action marking before final distribution. Show such distributions on transmittal forms.
35

36 3.3 COLOR SELECTIONS
37

- 38 A. All colors for all finished surfaces and materials will be selected or approved by the Architect. The color
39 selections will be made at **one time** to provide a complete and coordinated color schedule which, upon
40 acceptance of the Owner, will be provided to the Contractor. Any and all specific color selections for
41 materials not noted on drawings or in specification shall be chosen by Architect after submittal of samples.
42
43 B. It is imperative that **all** color information be submitted to the Architect by the Contractor before color
44 selections can be made. If any color selection information is not available when colors are needed to meet the
45 project schedule, the Architect will select colors from one of the named manufacturers in the Specifications,
46 and the Contractor will be required to exactly match that color. A claim for delay will not be accepted if the
47 color schedule is late due to the failure of the Contractor to provide the Architect with all required color
48 information, nor will an extra be entertained if the selected color is not available from the manufacturer the
49 Contractor intended to use but neglected to submit.
50
51 C. The Contractors are reminded of the requirement to declare all substitutions within 20 days of execution of
52 their Contract as specified.
53

END OF SECTION 01300

1 **SECTION 01310 - QUALITY CONTROL**

2
3 **PART 1 - GENERAL**

4
5 1.01 TRADESMEN AND WORKMANSHIP

- 6
7 A. Each Contractor shall ensure that tradesmen performing work at site are skilled and knowledgeable in
8 methods and craftsmanship needed to produce required quality levels for workmanship in completed work.
9 Remove and replace work which does not comply with workmanship standards as specified and as recognized
10 in the construction industry for applications indicated. Remove and replace other work damaged or
11 deteriorated by faulty workmanship or its replacement.
12
13 B. In certain instances, specification text requires that specific work be assigned to specialists or expert entities,
14 who shall be engaged for performance of those units of work. These shall be recognized as special
15 requirements over which Contractor has no choice or option. These assignments shall not be confused with,
16 and are not intended to interfere with, normal application of regulations, union jurisdictions and similar
17 conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit
18 of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final
19 responsibility for fulfillment of entire set of requirements remains with Contractor.
20

21 1.02 INSPECTION, TESTS AND REPORTS

- 22
23 A. Required inspection and testing services are intended to assist in determination of probable compliances of
24 the work with requirements, but do not relieve any Contractor of responsibility for those compliances, or for
25 general fulfillment of requirements of Contract Documents. Specified inspections and tests are not intended to
26 limit any Contractor's quality control program. Afford reasonable access to agencies performing tests and
27 inspections.
28
29 B. Contractors are responsible for all testing associated with their work (foundations, soils compaction, concrete,
30 asphalt, steel, roof material testing etc.) and shall submit the name of their proposed testing agency within 15
31 days of Notice-to-Proceed. Each Contractor is responsible to coordinate the activities of the testing agency to
32 assure that work is tested prior to being covered up or other activities associated to the work begin.
33

34 1.03 ROOF DRAIN TESTING (N/A)

- 35 A. Pre-Construction Testing: Prior to the start of any work on the roof, the Contractor shall water-flow test all
36 roof drains (5 minutes at each drain), to determine if any full or partial drain clogs exist in the drainage
37 system.
38
39 1. The Owner shall have a representative at the test.
40 2. The results of the testing shall be reported to the Owner, in writing, prior to the start of work.
41 3. The Owner will be responsible for correction of any drain-age problems reported by the Contractor
42 prior to the start of work.
43 4. Any drains, piping or other components, whether exposed, concealed, below grade, etc., found to be
44 clogged after the start of construction, and not reported to the Owner prior to the start of construction,
45 shall be cleared, repaired or replaced as required to restore full drainage capacity. All work shall be
46 performed by the Contractor at no additional cost to the Owner, including patching, repair or re-

1 placement of any materials, finishes, landscaping, etc., disturbed in gaining access to drainage
2 components.

3
4 B. Post-Construction Testing: When all work reaches substantial completion, the Contractor shall water-flow test
5 all roof drains (5 minutes at each drain), to determine if any full or partial drain clogs exist in the drainage
6 system.

7 1. The Owner shall have a representative at the test.

8 2. Report the results of testing to the Owner in writing prior to preparation of the final punchlist
9 inspection.

10 3. Any drains, piping or other components, whether exposed, concealed, below grade, etc., found to be
11 clogged shall be cleared, repaired or replaced as required to restore full drainage capacity. All work
12 shall be performed by the Contractor at no additional cost to the Owner, including patching, repair or
13 replacement of any materials, finishes, landscaping, etc., disturbed in gaining access to drainage
14 components.

15
16 1.04 ROOF DRAIN PROTECTION

17
18 A. Contractor is to make every effort to prevent materials from entering roof drains. Contractor is to install roof
19 rain filters prior to removal of any roof materials.

20
21 B. All debris is to be cleaned away from drains at the end of each day.

22
23 PART 2 - PRODUCTS

24
25 2.01 ROOF DRAIN FILTERS (N/A)

26
27 A. Tiddy Gutter DF100001 Roof Drain Foam Filter or Equal.

28
29 PART 3 - EXECUTION

30
31 3.01 REPLACEMENT OF WORK

32
33 A. The Contractor shall, within 24 hours after rejection of Work, remove all materials and equipment so rejected
34 and immediately replace said Work, at his cost, to the satisfaction of the Architect. Should the Work of the
35 Owner or other Contractors be damaged by such removal or replacement, the Contractor shall reimburse the
36 Owner or other Contractors for all cost incurred for correcting said damage.
37

1 3.02 EXAMINATION

- 2
- 3 A. Existing Conditions: The existence and location of site improvements, utilities, and other construction
- 4 indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and
- 5 location of mechanical and electrical systems and other construction affecting the Work.
- 6
- 7 1. Before construction, verify the location and points of connection of utility services.
- 8
- 9 B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as
- 10 existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of
- 11 underground utilities and other construction affecting the Work.
- 12
- 13 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer,
- 14 storm sewer, and water-service piping; and underground electrical services.
- 15 2. Furnish location data for work related to Project that must be performed by public utilities serving
- 16 Project site.
- 17
- 18 C. Acceptance of Conditions prior to work starting: Examine substrates, areas, and conditions, with Installer or
- 19 Applicator present where indicated, for compliance with requirements for installation tolerances and other
- 20 conditions affecting performance. Record observations.
- 21
- 22 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is
- 23 required by other Sections, include the following:
- 24
- 25 a. Description of the Work.
- 26 b. List of detrimental conditions, including substrates.
- 27 c. List of unacceptable installation tolerances.
- 28 d. Recommended corrections.
- 29
- 30 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or
- 31 primers.
- 32 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections
- 33 before equipment and fixture installation.
- 34 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
- 35 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the
- 36 Work indicates acceptance of surfaces and conditions.

37 3.03 PREPARATION

- 38
- 39 A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move,
- 40 or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or
- 41 affected by construction. Coordinate with authorities having jurisdiction.
- 42
- 43 B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless
- 44 permitted under the following conditions and then only after arranging to provide temporary utility services
- 45 according to requirements indicated:
- 46
- 47 1. Notify Owner not less than two days in advance of proposed utility interruptions.
- 48 2. Do not proceed with utility interruptions without Owner's/Owner's written permission.
- 49
- 50 C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements
- 51 before installing each product. Where portions of the Work are indicated to fit to other construction, verify
- 52 dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule
- 53 with construction progress to avoid delaying the Work.
- 54

1 D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on
2 Drawings.

3
4 E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification
5 of the Contract Documents, submit a request for information to Architect. Include a detailed description of
6 problem encountered, together with recommendations for changing the Contract Documents.
7

8 3.04 CONSTRUCTION LAYOUT
9

10 A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in
11 relation to existing conditions and dimensions. If discrepancies are discovered, notify Architect and Owner
12 promptly.
13

14 3.05 INSTALLATION
15

16 A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as
17 indicated.
18

- 19 1. Make vertical work plumb and make horizontal work level.
- 20 2. Where space is limited, install components to maximize space available for maintenance and ease of
21 removal for replacement.
22

23 B. Comply with manufacturer's written instructions and recommendations for installing products in applications
24 indicated.
25

26 C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions
27 required for product performance until Substantial Completion.
28

29 D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in
30 excess of that expected during normal conditions of occupancy.
31

32 E. Tools and Equipment: Only use the best quality tools and equipment with proper attenuations for the latest
33 acceptable sound levels.
34

35 F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place,
36 accurately located and aligned with other portions of the Work.
37

- 38 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed
39 by Architect.
- 40 2. Allow for building movement, including thermal expansion and contraction.
41

42 G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints
43 for the best visual effect. Fit exposed connections together to form hairline joints.
44

45 H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
46

47 **END OF SECTION 01310**

1 **SECTION 01320 - TEMPORARY FACILITIES**

2
3 **PART 1 - GENERAL**

4
5 **1.01 DESCRIPTION OF REQUIREMENTS**

- 6
7 A. Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other Contract Documents. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication that such temporary activity is not required for successful completion of the work and compliance with requirements of Contract Documents.
- 8
9
10
11
12
13 B. Each Contractor is specifically assigned certain responsibilities for temporary facilities to be used by all Contractors, other entities at the site, the Owner's work forces and other personnel including occupants of the project, the Owner, the Architect, test agencies, personnel of governing authorities, and similar entities and personnel authorized to be at the project site during construction. In general, each Contractor is assigned the responsibilities for installation, operation and removal of each temporary facility which is related by recognized trades to its scope of contract work; and, except as otherwise indicated, each is responsible for costs and use charges associated therewith, including fuel, power usage, water usage and similar usage costs. The Contractor is responsible for temporary facilities not related to any other Contractor's scope of contract work and not otherwise specifically assigned, as designated by the Architect.
- 14
15
16
17
18
19
20
21
22
23 C. No costs or usage charges for temporary facilities are chargeable to the Owner, nor can any Contractor's cost or usage charges for temporary facilities be accepted as the basis for a change order extra. The total costs and usage charges for temporary facilities are included, collectively, in the Contract Amounts.

24
25
26
27 **1.02 GENERAL REQUIREMENTS**

- 28
29 A. Each Contractor shall provide and operate all hoists, cranes, helicopters and furnish and erect all ladders and scaffolding required by him and his subcontractors, constructed to afford proper protection to craftsmen, their Work and other Work in progress and previously executed.

30
31
32
33 **1.03 JOB CONDITIONS**

- 34
35 A. Each Contractor shall establish and initiate use of each temporary facility at time first reasonably required for proper performance of the total work of project. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- 36
37
38
39 B. Each Contractor shall install, operate, maintain and protect temporary facilities in a manner and at locations that will be safe, nonhazardous, sanitary, protective of persons and property, and free of deleterious effects.

40
41
42 **1.04 ENVIRONMENTAL PROTECTION**

- 43
44 A. Each Contractor shall provide facilities, establish procedures, and conduct construction activities in a manner that will ensure compliance with environmental and other regulations controlling construction activities at project site. The Contractor shall designate one person, the Construction Superintendent or other, to enforce strict discipline on activities related to generation of wastes, pollution of air/water/soil, generation of noise, and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of project site. Anti-pollution measures required by D.E.P., as applicable are to be followed.

45
46
47
48
49
50
51 **1.05 SECURITY**

- 52
53 A. The Contractor shall maintain complete security on the site at all times during and outside of normal working hours to protect the Work and all field offices, and to secure the area of construction by restricting all trespassers.
- 54
55

- This means locking the doors and/or gates. A guard is not required.

1.06 TEMPORARY CONSTRUCTION FACILITIES

- A. Where mud, snow, ice or other hazardous conditions exist in the purview (Scope of Work) of any Sub Contractor, the Contractor shall remove the hazards immediately and replace with suitable material for the other contractors use. If the Owner is compelled to remove the hazards with their own forces due to inaction by the Contractor, then that Contractor will be back-charged for the work performed by the Owner.
- B. No welding, cutting by torch, or Work utilizing or causing flammable waste shall be done unless adequate fire protection is provided and maintained for the duration of the Work in the area of operations.

1.07 DEBRIS CONTROL (Refer to Section 01524 for further delineation)

- A. The Contractor shall be responsible for daily cleaning up of spillages and debris resulting from his operations and from those of his Subcontractors; and shall be responsible for complete removal and disposition of hazardous and toxic waste materials. The Contractor shall provide containers at grade, sufficient for the depositing of nonhazardous/nontoxic waste materials, and shall remove such waste materials from project site at least weekly during cold weather (daily high temperatures below 50°F) and at least twice weekly during mild and warm weather.
 - Contractor is responsible to provide and pay for all dumpsters.
- B. The Contractor shall daily clean all mud, dirt and debris resulting from all trades operations from the adjacent streets, sidewalks, drives and parking areas and shall repair all damage caused by the cleaning to the satisfaction of the Owner.
- C. The Contractor is to provide and maintain appropriate means of trash disposal (i.e., chutes) to grade/dumpster. Multiple units may be required and shall be figured for in the bid.

PART 2 - EXECUTION

2.01 ENCLOSURES

- A. At earliest possible date, the Contractor shall secure project area against unauthorized entrance at times when personnel are not working. Provide secure temporary enclosure at ground floor and other locations of possible entry, with locked entrances.
- B. Where any form of demolition will expose the interior of the building to weather, demolition shall follow the erection of weatherproof walls by the Contractor installed inside the demolition line, sealed and flashed, as required, to keep all water from the building interior. Keep temporary weatherproofing in place until new construction has been completed to the stage where water will not enter the building.
- C. The Contractor shall provide constant protection against rain, wind, storms, frost or heat to maintain the work, materials, apparatus and fixtures free from damage. At the end of each day's work, cover work likely to be damaged. During cold weather, protect work from damage by freezing and provide such enclosures and heating apparatus as may be necessary diligently to prosecute the Work without stoppage for reason of unfavorable weather.
- D. Wherever a Contractor provides openings through walls or slabs, each location shall be adequately protected at the end of each working day with temporary enclosures to make these areas tight. Openings through exterior walls shall be watertight.
- F. **For renovation projects: Contractor is to maintain the building in a water tight condition during all construction activities by whatever means necessary. Contractor is to never do any more removal work**

1 during any given day than that contractor can replace in the same day in order to make sure the occupants of
2 the building will be protected from the possibility of water leakage into the building. Should any leakage
3 occur, the contractor is to immediately make the building water tight (on a 24 hour basis) and repair any
4 damage caused by the leakage or replace any equipment damaged by the leakage.
5

6 2.02 TEMPORARY ELECTRICITY
7

8 A. Power is available on site.
9

10 2.03 TEMPORARY VENTILATION
11

12 A. A trade requiring ventilation for Work shall provide fans to induce circulation of air.
13

14 2.04 TEMPORARY TELEPHONES
15

16 A. Each Contractor is responsible for their own telephone service and for payment of all charges relating to that
17 service.
18

19 2.05 TEMPORARY WATER
20

21 A. Water is available on site.
22

23 2.06 TEMPORARY SANITARY FACILITIES
24

25 A. Starting at time of start of work at project site, the Contractor shall provide and maintain self-contained toilet
26 units of type acceptable to governing authorities, adequate, at all stages of construction, for use of personnel
27 at project site. Provide separate facilities for male and female personnel when both sexes are working, in any
28 capacity, at project site. Facilities shall remain in use until completion of project. Use of permanent facilities
29 will not be permitted.
30

31 2.07 REMOVAL AND RESTORATION
32

33 A. Prior to acceptance of the Project, each contractor shall remove temporary work for which he has been
34 responsible.
35

36 2.08 OWNER'S RIGHTS
37

38 A. If any Contractor fails to carry out his responsibilities in providing temporary facilities, as set forth above, the
39 Owner shall have the right to take such action as he deems proper for the protection and conduct of the Work,
40 and to deduct the cost thereof from the amount due the Contractor at fault.
41

42
43 B. Extended work days, hours, shifts, weekend work, etc. may be allowed upon coordination and approval by
44 Architect, Owner at no additional cost to the Owner.

- 45 • Should the schedule begin to slip, for any reason, each contractor will be required to work additional
46 shifts or weekends to recover the lost time. Should there be a cost to the College for this overtime
47 work, the contractor will be required to reimburse the owner for said costs.
48

49 2.09 Parking: parking is allowed for three vehicles only. All other parking is to be at the TCNJ Carlton
50 Avenue parking lot. The contractor is responsible to shuttle workers back and forth as needed.
51

52
53
54 **END OF SECTION 01320**

1 **SECTION 01330 – CONTRACT CLOSEOUT**

2
3 PART 1 – GENERAL

4
5 1.01 DEFINITION

- 6
7 A. Closeout is hereby defined to include general requirements near end of Contract Time, in preparation for final
8 acceptance, final payment, normal termination of Contract, occupancy by Owner and similar actions
9 evidencing completion of the work. Specific requirements for individual units of work are specified in
10 sections of Divisions 2 through 16. Time of closeout is directly related to Substantial Completion, and
11 therefore may be either a single time period for entire work or a series of time periods for individual parts of
12 the work which have been certified as substantially complete at different dates. That time variation, if any,
13 shall be applicable to other provisions of this section.
14
15 B. Substantial completion shall be defined that every material item has been installed. Nothing is missing and
16 therefore, the punch list can begin.
17

18 1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

- 19
20 A. Prior to requesting the Architect's inspection for certification of substantial completion, for either entire work
21 or portions thereof, complete the following and list known exceptions in request:
22
23 1. In progress payment request coincident with or first following date claimed, show either 100%
24 completion for portion of work claimed as substantially complete, or list incomplete items, value of
25 incomplete items, and reasons for being incomplete.
26
27 2. Include supporting documentation for completion as indicated in these Contract Documents.
28 a. Prepare a list of items to be completed and corrected (punch list), the value of items on the
29 list, and reasons why the Work is not complete.
30
31 3. Submit statement showing accounting of changes to the Contract Sum.
32 4. Advise Owner of pending insurance change over requirements.
33 5. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final
34 certifications and similar documents.
35 6. All fire sprinklers, devices, alarm system, roofing system, doors, insulation, etc. requiring FM
36 Research approval to submit certification from Factory Mutual.
37 7. Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to
38 services and utilities, including occupancy permits, operating certificates, and similar releases.
39 8. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner obtaining a
40 signed receipt of materials delivered. Refer to individual work sections for required quantities of spare
41 parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be
42 submitted.
43 9. Complete start up testing of systems, and instructions of Owner's operating/maintenance personnel.
44 Discontinue, or change over, and remove from project site temporary facilities and services, along with
45 construction tools and facilities, mockups, and similar elements.
46 10. Complete final clean up requirements.
47 11. Touch up and otherwise repair and restore marred exposed finishes.
48 12. Inspection: Submit a written request for inspection for Substantial Completion to Project Manager.
49 On receipt of request, TCNJ Project Manager will either proceed with inspection or notify Contractor
50 of unfulfilled requirements. The Project Manager will notify Contractor of items, either on Contractor's
51 list or additional items identified by them that must be completed or corrected before final payment.
52
53
54 I. Reinspection: Request reinspection when the Work identified in previous inspections as
55 incomplete is completed or corrected.

1 2. Results of completed inspection will form the basis of requirements for Final Completion.
2

3 B. Upon receipt of Contractor's request, the Project Manager will proceed with substantial completion
4 inspection. Following inspection, the Project Manager will either prepare the certificate of substantial
5 completion, or advise the Contractor of work which shall be performed prior to issuance of certificate. The
6 work remaining to be performed shall be completed prior to the punch list for final acceptance.
7

8 C. Upon receipt of Contractor's notice that work has been completed, including all punch list items, but except-
9 ing incomplete items delayed because of circumstances acceptable to the Project Manager, the Project
10 Manager will reinspect the work. Upon completion of reinspection, the Project Manager will either prepare
11 the certificate of final acceptance or advise the Contractor of work not completed or obligations not fulfilled
12 as required for final acceptance.
13

14 D. In the event that the work is not completed or obligations are not fulfilled as required for final acceptance and
15 the project Manager is required to reinspect the work more often than the two inspections described, the
16 Contractor shall compensate the the Project Manager at the rate of \$500.00 for each additional site visit
17 required for reinspections. The compensation shall be processed by change order as a deduction to the
18 Contractor's Contract Sum.

19 E. **Substantial Completion shall be defined for this project that every element of the project/construction
20 and the contract, based on the contract and amended drawings and specification sections, are installed
21 and the building is deemed complete, less repairs and/or touch up type work that would be generally
22 referred to as punchlist work. If any components of the building, or site work associated with this
23 contract are not installed, the project cannot be deemed substantially completed.**
24

25
26 1.03 PREREQUISITES TO FINAL ACCEPTANCE
27

28 A. Prior to requesting Project Manager and Architect's final inspection for certification of final acceptance and
29 final payment, complete the following and list known exceptions, in request:
30

- 31 1. Submit final payment request with final releases and supporting documentation not previously
32 submitted and accepted. Include certificates of insurance for products and completed operations where
33 required.
- 34 2. Submit release of liens for all subcontractors.
- 35 3. Submit Contractor's statement that his final application, as presented, is the final bill and no other
36 claims will be presented.
37
- 38 4. Submit updated final statement, accounting for additional changes to Contract Sum including change
39 orders and allowances.
- 40 5. Submit certified copy of Architect's final punch list of itemized work to be completed or corrected,
41 stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by
42 Architect.
- 43 6. Submit one set of record documents, bound copies of maintenance/operating manuals, final project
44 photographs, damage or settlement survey, property survey, and similar final record information.
- 45 7. Complete final clean up requirements.
- 46 8. Touch up and otherwise repair and restore marred exposed finishes.
- 47 9. Submit notarized consent of surety to final payment.
- 48 10. Submit final liquidated damages settlement statement, if required, acceptable to Project Manager and
49 the Owner.
- 50 11. Revise and submit evidence of final, continuing insurance coverage complying with insurance require-
51 ments.
- 52 12. A letter from the Owner's representative certifying that he has been properly instructed in the operation
53 and maintenance of equipment by the Contractor.
- 54 13. 10% one year Maintenance Bond.
- 55 14. Underwriter's Certificate or Electrical Sub Code Official's Approval.

- 1 15. Fire Alarm Certification and Description - NFPA form 72C including local County of Chester.
2 16. HVAC Contractor to submit certified balancing report.
3 17. Final acceptance by Architect of record documents
4

5 B. Except as otherwise indicated or requested by Project Manager, remove temporary protection devices and
6 facilities that were installed during course of the work to protect previously completed work during remainder
7 of construction period.
8

9 1.04 CLEAN UP
10

11 A. Remove waste materials from site and dispose of in a lawful manner.
12

13 PART 2 - PRODUCTS
14

15 NOT APPLICABLE
16

17 PART 3 - EXECUTION
18

19 3.01 CLEANING
20

21 A. Where extra materials of value remaining after completion of associated work have become Owner's property,
22 dispose of these to Owner's best advantage as directed.
23

24 B. After Substantial Completion of the Work, each Contractor shall do the final cleaning of the surfaces of his
25 installations as may be required by the various Specification sections.
26

27 C. After each Contractor has cleaned their work, The General Contractor shall engage a professional cleaning
28 service to perform final cleaning of the work consisting of cleaning each surface or unit to normal clean
29 condition. Comply with manufacturer's instructions for cleaning operations and chemicals. The following are
30 examples, but not by way of limitation, of cleaning levels required:
31

- 32 1. Remove labels that are not required as permanent labels.
33 2. Clean transparent materials, including mirrors and window/door glass, to a polished condition,
34 removing substances that are noticeable as vision obscuring materials. Replace broken glass and
35 damaged transparent materials.
36
37 3. Clean exposed exterior and interior hard surfaced finishes, to a dirt free condition, free of dust, stains,
38 films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance
39 of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective conditions.
40 4. Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar
41 equipment; remove excess lubrication and other substances.
42 5. Remove debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches,
43 equipment vaults, manholes, attics and similar spaces.
44 6. Vacuum and clean carpeted surfaces and similar soft surfaces.
45 7. Clean light fixtures and lamps to function with full efficiency.
46 8. Clean and wax or polish all hard floors following manufacturer's instructions.
47 9. Clean all window surfaces inside and outside.
48 10. Perform final cleaning in, on and around all casework, sinks, toilets fixtures, etc.
49 11. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape
50 development areas, of rubbish, waste material, litter, and other foreign substances.
51 12. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
52 13. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
53 14. Remove tools, construction equipment, machinery, and surplus material from Project site.
54 15. Remove snow and ice to provide safe access to building.
55 16. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films,

- 1 and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore
2 reflective surfaces to their original condition.
- 3 17. Sweep concrete floors broom clean.
- 4 18. Replace parts subject to unusual operating conditions.
- 5 19. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water
6 exposure.
- 7 20. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers,
8 registers, and grills.
- 9 21. Clean ducts, blowers, and coils if units were operated without filters during construction.
- 10 22. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out
11 bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and
12 mercury vapor fixtures to comply with requirements for new fixtures.
- 13 23. Leave Project clean and ready for occupancy.
- 14
- 15 D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess
16 materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage
17 systems. Remove waste materials from Project site and dispose of lawfully.
- 18
- 19 3.02 RECORD DOCUMENTS (Refer to Section 01340, project requirements for submitting Record Documents)
- 20
- 21
- 22 3.03 REMOVE TEMPORARY FACILITIES
- 23
- 24 A. At the completion of the work prior to final payment, remove all temporary facilities entirely from site,
25 including, but not limited to, the following: Field offices, trailers, shanties, sheds, job telephone, temporary
26 toilets, temporary enclosures, dust barriers and other temporary protection devices.
- 27
- 28 **END OF SECTION 01330**

1 **SECTION 01524 – CONSTRUCTION WASTE MANAGEMENT**

2
3 PART 1 – GENERAL

4
5 1.1 RELATED DOCUMENTS

- 6
7 A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and
8 Division 1 Specification Sections, apply to this Section.
9

10 1.2 SUMMARY

- 11
12 A. This Section includes administrative and procedural requirements for the following:

- 13
14 1. Salvaging nonhazardous demolition and construction waste.
15 2. Recycling nonhazardous demolition and construction waste.
16 3. Disposing of nonhazardous demolition and construction waste.
17

- 18 B. Related Sections include the following:

- 19
20 1. All of Division 1 and attached specifications and drawings that make a part of this contract.
21
22

23 1.3 DEFINITIONS

- 24
25 A. Construction Waste: Building and site improvement materials and other solid waste resulting from
26 construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
27

- 28 B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition
29 operations.
30

- 31 C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or
32 deposit in landfill or incinerator acceptable to authorities having jurisdiction.
33

- 34 D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
35

- 36 E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
37

38 1.4 SUBMITTALS

- 39
40 A. Waste Management Plan: Submit 4 copies of plan within 30 days of date established for the Notice to Proceed.
41

- 42 B. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and
43 organizations. Indicate whether organization is tax exempt.
44

- 45 C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations.
46 Indicate whether organization is tax exempt.
47

- 48 D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling
49 and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
50

- 51 E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator
52 facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
53
54
55

1 1.5 QUALITY ASSURANCE

- 2
- 3 A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- 4
- 5 B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 1.
- 6 Review methods and procedures related to waste management including, but not limited to, the following:
- 7
- 8 1. Review and discuss waste management plan.
 - 9 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 10 3. Review and finalize procedures for materials separation and verify availability of containers and bins
 - 11 needed to avoid delays.
 - 12 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 13 5. Review waste management requirements for each trade.
- 14

15 1.6 WASTE MANAGEMENT PLAN

- 16
- 17 A. General: Develop plan consisting of waste identification, and waste reduction work plan. Indicate quantities by
- 18 weight or volume, but use same units of measure throughout waste management plan.
- 19
- 20 B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing, and construction
- 21 waste generated by the Work. Include estimated quantities and assumptions for estimates.
- 22
- 23 C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of
- 24 in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for
- 25 each means of recovery, and handling and transportation procedures.
- 26
- 27 1. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list
 - 28 of their names, addresses, and telephone numbers.
 - 29 2. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations,
 - 30 include list of their names, addresses, and telephone numbers.
 - 31 3. Recycled Materials: Include list of local receivers and processors and type of recycled materials each
 - 32 will accept. Include names, addresses, and telephone numbers.
 - 33 4. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and
 - 34 telephone number of each landfill and incinerator facility.
 - 35 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable
 - 36 waste including sizes of containers, container labeling, and designated location on Project site where
 - 37 materials separation will be located.
- 38

39 PART 2 - PRODUCTS (Not Used)

40

41 PART 3 – EXECUTION

42

43 3.1 PLAN IMPLEMENTATION

- 44
- 45 A. General: Implement waste management plan as approved by Project Manager. Provide handling, containers,
- 46 storage, signage, transportation, and other items as required to implement waste management plan during the
- 47 entire duration of the Contract.
- 48
- 49 I. Comply with Division 1 Section "Temporary Facilities" for operation, termination, and removal
 - 50 requirements.
- 51
- 52 B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate
- 53 for the Work occurring at Project site.
- 54
- 55 I. Distribute waste management plan to entities when they first begin work on-site. Review plan

1 procedures and locations established for salvage, recycling, and disposal.

2
3 C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference
4 with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

- 5
6 1. Designate and label specific areas on Project site necessary for separating materials that are to be
7 salvaged, recycled, reused, donated, and sold.
8 2. Comply with Division 1 Section "Temporary Facilities and Controls" for controlling dust and dirt,
9 environmental protection, and noise control.

10
11 3.2 SALVAGING DEMOLITION WASTE

12
13 A. Salvaged Items for Sale and Donation: Not permitted on Project site.

14
15 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

16
17 A. General: Recycle beverage containers used by on-site workers.

18
19 B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste
20 materials shall accrue to the Contractor.

21
22 C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste
23 by type at Project site to the maximum extent practical.

24
25 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed
26 from Project site. Include list of acceptable and unacceptable materials at each container and bin.

27
28 a. Inspect containers and bins for contamination and remove contaminated materials if found.

29
30 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape
31 stockpiles to drain surface water. Cover to prevent windblown dust.

32 3. Stockpile materials away from construction area.

33 4. Store components off the ground and protect from the weather.

34 5. Remove recyclable waste off Owner's property and transport to recycling receiving or processor.

35
36 3.4 RECYCLING DEMOLITION WASTE

37
38 A. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.

39 B. Concrete: break up and sort rebar as best as possible. Recycle all concrete.

40 C. Recycle all metal products from the building before demolition (aluminum, steel etc)

41 D. Recycle as much product as possible and provide a complete report to TCNJ to confirm the percentage recycled
42 on the project.

43
44 3.5 RECYCLING CONSTRUCTION WASTE

45
46 A. Packaging:

47
48 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

49 2. Polystyrene Packaging: Separate and bag materials.

50 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For
51 pallets that remain on-site, break down pallets into component wood pieces and comply with
52 requirements for recycling wood.

53 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling
54 wood.

- 1 B. Wood Materials:
2
3 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
4
5 3.6 DISPOSAL OF WASTE
6
7 A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials
8 from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having
9 jurisdiction.
10
11 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
12 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
13
14 B. Burning: Do not burn waste materials on site.
15
16 C. Burying: Do not bury waste materials on site.
17
18 D. Disposal: Transport waste materials off Owner's property and legally dispose of them.
19
20 E. Washing waste materials into sewers or drains is not permitted.
21
22 **END OF SECTION 01524**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, 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.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **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, labor unions, that it does not discriminate on the basis of age, 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 personal 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, 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
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO COMPLY WITH THE AFFIRMATIVE ACTION REQUIREMENTS LISTED ABOVE.

Firm Name: _____

Signature: _____

Title: _____

Date: _____



STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

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

OR

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

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

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

--	--

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (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	Home Address (for Individuals) or Business Address

Part IV Certification

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

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



NON-COLLUSION STATEMENT

Date: _____

The College of New Jersey
The Office of Finance & Business Services, Purchasing Department
Administrative Services Building, Room 201
P.O. Box 7718
Ewing, New Jersey 08628-0718

To Whom It May Concern:

This is to certify that the undersigned bidder _____ as 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 the proposal submitted to The College of New Jersey on the _____ day of _____, 20____.

Signature: _____

Corporate Seal:

Attest by: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

My commission Expires: _____

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED

INFORMATION AND INSTRUCTIONS

For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bsol/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at CD134@treas.nj.gov. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number -- Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor’s primary email address.

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



State of New Jersey
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions

FOR STATE USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting
recertification**

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholders of a PC**

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.

Remove Contribution

Add a Contribution

Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification (Check one box only)

- (A) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
 - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
 - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
 - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

"N.J.S.A. 52:34-13.2 CERTIFICATION"
SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____ Waiver Number: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors.

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location[s] by COUNTRY	Reasons why services cannot be performed in USA
------------------------------------	-------------------------	--	---

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: _____
[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

State of New Jersey

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: Bidder/Offeror:

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran.

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

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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

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

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET.

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

[Empty box for additional information]

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Signature:

Title: Date:

VENDOR QUALIFICATION SHEET

Vendors are required to submit evidence of qualifications to meet all requirements as required by the Office of Finance & Business Services at The College of New Jersey by providing the information listed below.

If this information is being requested as part of an RFP or RFQ, vendors may be requested to furnish additional information for clarification purposes. This will in no way change the vendor's original proposal.

TO BE COMPLETED BY VENDOR

1. Please list the types of commodities that your company can provide.

A.

B.

C.

2. The number of years your firm has been providing these services. _____ Year(s)

3. Location of vendor's office that will be responsible for managing contract/service:

Name: _____

Telephone: _____ Fax: _____

Email Address: _____

Street Address: _____

City/State/Zip: _____

Federal Identification Number: _____

4. Address where all purchase orders and payment are to be mailed by users of any contract(s) resulting from this proposal (if different from above).

Purchase Orders:

Firm Name: _____

Street Address: _____

City/State/Zip: _____

Remittances:

Firm Name: _____

Street Address: _____

City/State/Zip: _____

VENDOR QUALIFICATIONS- continued

5. Name of insurance company:

Street Address: _____

City/State/Zip: _____

Types of Insurance: _____

6. Name of individual to contact for sales/services information:

Name: _____

Telephone: _____

Email Address: _____

Street Address: _____

City/State/Zip: _____

7. List the names and titles of personnel who will service this contract:

8. Is your firm registered with the Secretary of State of New Jersey? **Yes** ____ **No** ____

9. Is your firm incorporated? **Yes** ____ **No** ____

A) In What State? _____

10. Is your firm considered a small business in the State of New Jersey? **If yes, please attach a certificate or certification statement from the New Jersey Commerce and Economic Growth Commission.** If no and you would like to register, please contact the New Jersey Commerce and Economic Growth Commission at 609-777-0885.

Small Business: **Yes** ____ **No** ____

A) What category does your firm fall under?

Gross Revenues do not exceed \$500,000 _____

Gross Revenues do not exceed \$5 million _____

Gross Revenues do not exceed \$12 million _____

Under Executive Order 34, TCNJ is responsible for soliciting demographic information from its vendors. TCNJ is required to seek the following information from each firm under contract with us:

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

TCNJ is required to solicit the foregoing information. Your response, however, is **strictly voluntary**. Please be advised that any contracting decisions made by TCNJ 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 New Jersey owned 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 we do business.

VENDOR QUALIFICATIONS-

11. Please provide a list of former or present clients. Also, indicate the name of a contact person and telephone number for reference purposes. **Any personnel from The College of New Jersey listed as a reference will not be considered a valid reference.**

- A. **Client Name:**

 Contact Name:

 Telephone Number:

 Fax Number:

 Email Address:

- B. **Client Name:**

 Contact Name:

Telephone Number:

Fax Number:

Email Address:

C. Client Name:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

D. Client Name:

Contact Name:

Telephone Number:

Fax Number:

Email Address:

VENDOR QUALIFICATIONS- continued

12. Please answer the following questions related to your prior experience:

- a. Has the bidder been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with the contracting unit? If yes, attach summary of details on a separate sheet.

Yes _____

No _____

- b. Has the bidder defaulted on a contract, thereby requiring the local unit to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract? If yes, attach summary of details on a separate sheet.

Yes _____

No _____

- c. Has the bidder defaulted on a contract, thereby requiring the local unit to look to the bidder's surety for completion of the contract or tender of the costs of completion? If yes, attach summary of details on a separate sheet.

Yes _____

No _____

- d. Has the bidder been debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of contract award, whether or not the action was based on experience with the contracting unit. If yes, attach summary of details on a separate sheet.

Yes _____

No _____

Firm Name: _____

Signature: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

Unless the vendor is specifically instructed otherwise or specifically deleted on this form, the following terms and conditions apply to all contracts or purchase agreements made with The College of New Jersey. These terms are in addition to any terms and conditions set forth in a solicitation and should be read in conjunction with same unless specifically indicated otherwise. If applicable, these terms and conditions shall also incorporate as if fully set forth herein the attached Rider for Purchases Funded, In Whole or In Part, By Federal Funds. In the event that the vendor would like to present terms and conditions that are in conflict with these terms and conditions or proposes changes or modifications or takes exception to any of The College's terms and conditions, the vendor must present those conflicts in writing prior to the submission of their proposal/bid for the required goods/services. Any conflicting terms and conditions that the College is willing to accept will be reflected in writing. Any cross out or change in the College's terms and conditions at time of proposal/bid submission may be a factor in determining an award of contract or purchase agreement.

Vendors are notified by this statement that all terms and conditions will become a part of any contract or order awarded as a result of a request for proposal whether stated in part, in summary, or by reference. In the event a vendor's terms or conditions conflict with a State law and/or the College's terms and conditions, the State law or College's terms and conditions will prevail.

The vendor's status pursuant to all contracts or purchase agreements shall be that of an independent contractor and not of an employee of The College or the State of New Jersey.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

1.1 CORPORATE AUTHORITY-N.J.S.A. 14A:13-3 requires that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey.

1.2 ANTI-DISCRIMINATION-All parties to any contract with The College of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained in N.J.S.A 10:2-1 through 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder. The vendor agrees that:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

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

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

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

1.3 PREVAILING WAGE ACT-The New Jersey Prevailing Wage Act N.J.S.A. 34:11-56.26 et seq. is hereby made a part of every contract entered into on behalf of The College of New Jersey except those contracts which are not within the contemplation of the Act. The vendor's signature on his proposal guarantees that neither the firm nor any subcontractors employed to perform the work covered by his proposal has been suspended or debarred by the Commissioner of the Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the vendor's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by his proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts. The College of New Jersey can terminate the contract in the event vendor or any subcontractor violates the Prevailing Wage Act.

1.4 WORKER AND COMMUNITY RIGHT TO KNOW ACT-The provisions of N.J.S.A. 34:5A-1 et seq which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to The College must be labeled by the vendor in compliance with the provisions of the Act.

1.5 OWNERSHIP DISCLOSURE-Contracts for any work, goods, or services cannot be issued to any firm unless the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.6 COMPLIANCE-STATE LAWS-It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed by and construed in accordance with the laws of the State of New Jersey. The laws of the State of New Jersey shall determine the rights and obligations of the parties hereto.

A. Business Registration – Pursuant to N.J.S.A. 52:32-44, the College is prohibited from entering into a contract with an entity unless the entity 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 State Department of the Treasury.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, 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, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <https://nj.gov/labor/handbook/formdocs/FormIntroNJREG.html>

B. Public Works Contractor Registration Act - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or https://www.nj.gov/labor/wagehour/wagehour_index.html.

C. The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.

D. Certification and Disclosure of Political Contributions – Pursuant to N.J.S.A. 19:44A-20.14 et seq. (P.L. 2005, c. 51 and EO no. 117), the College is prohibited from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Prior to awarding any contract or agreement, the vendor shall submit the Certification and Disclosure form to The College, for review and approval by the State Treasurer or his designee, certifying that no contributions prohibited by either Chapter 51 or Executive Order 117 have been made by the vendor and reporting all contributions the vendor made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.

E. Political Contribution Disclosure – For any contract exceeding \$17,500, with the exception of contracts awarded as a result of the public advertising for bids, the vendor must comply with the requirements of P.L. 2005, c.271.

F. Annual ELEC Disclosure - Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC),

pursuant to N.J.S.A 19:44A-20.27 (P.L. 2005, c. 271, section 3 as amended) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

G. Compliance Codes - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

H. Buy American Act - Pursuant to N.J.S.A 52:32-1 and 52:33-1 et seq., if manufactured items or farm products will be provided under this contract to be used in public work or a public contract, they shall be manufactured or produced in the United States and the vendor shall be required to so certify provided this requirement is not inconsistent with the public interest, the cost not unreasonable, nor the requirement impractical.

I. Service Performed in the U.S. – Under N.J.S.A. 52:34-13.2, all contracts primarily for shall be performed with the United States, except when the Contracting Officer certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States.

J. Diane B. Allen Equal Pay Act - Pursuant to N.J.S.A. 34:11-56.14, a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

K. Warranty of No Solicitation By Paid Agent - Pursuant to N.J.S.A. 18A:64-6.1, the contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, broker-age or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the College shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

1.7 COMPLIANCE-LAWS-The vendor must comply with all local, state, and federal laws, rules, and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2. LIABILITIES

2.1 LIABILITY-COPYRIGHT-The vendor shall hold and save The College of New Jersey and its officers, agents, students, and employees harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of any contract awarded pursuant to this proposal.

2.2 INDEMNIFICATION-The vendor shall assume all risk of and responsibility for any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract; and additionally agrees to indemnify, defend, and save harmless The College of New Jersey and its officers, agents, students, and employees from and against such proceedings. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

2.3 INSURANCE BY THE CONTRACTOR: The insurance shall be of the kinds and in the amounts required in this paragraph, and shall be issued by insurance companies approved to do business in New Jersey. The College of New Jersey, the State of NJ, and the NJ Educational Facilities Authority shall be named as an additional insured on the policies. The Contractor expressly agrees that any insurance protection required by this contract shall in no way *limit* the Contractor's obligations under this contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage. Nor shall it preclude the College from taking such actions as are available to it under any other provisions of this contract or law. The successful vendor shall secure and maintain in force, for the term of the contract, liability insurance as provided herein. The certificate shall not be cancelled for any reason except after 30

days written notification to the Purchasing Department for The College of New Jersey.

A. The insurance to be provided by the successful bidder shall be as follows:

1. Commercial General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.

2. Comprehensive General Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000 combined single limits.

3. Worker's Compensation Insurance applicable to laws of the State of New Jersey and Employers Liability Insurance with a limit of not less than \$500,000.

4. Professional Liability Insurance (consultants) Consultant must maintain Professional Liability Insurance with minimum limits of liability that shall not be less than a combined single limit of two million dollars (\$2,000,000) per claim. The professional liability insurance shall be maintained for a period of not less than two years following the actual completion and acceptance of the Project by The College's Contracting Officer. Should the Consultant change carriers during the term of this contract, it shall obtain from its new carrier an endorsement for retroactive coverage.

B. Upon request, the successful vendor will provide certificates of such insurance to the Purchasing Department prior to the start of the contract and periodically during the course of a multi-year contract.

C. **EVIDENCE OF INSURANCE.** The Contractor shall when this contract is signed and before beginning the work required under this contract, provide the College with valid certificates of insurance signed by an insurance provider or authorized agent or underwriter to evidence the Contractor's insurance coverage as required in this paragraph, and also copies of the policies themselves. The certificates of insurance shall specify that the insurance provided is of the types and in the amounts required in this paragraph, and that the policies cannot be canceled except after 30 days written notice to the College.

D. **CANCELLATION.** The certificates of insurance shall provide for 30 days written notice to the College before any cancellation, expiration or non-renewal during the term the insurance is required by this contract. The Contractor shall also be required to provide the College with valid certificates of renewal when policies expire. The Contractor shall also, when requested, provide the College with additional copies of each policy required under this contract, which are certified by an agent or underwriter to be true copies of the policies issued to the Contractor.

E. **REMEDIES FOR LACK OF INSURANCE.** If the Contractor fails to renew any of its required insurance policies, or any policy is canceled, terminated or modified, the College may refuse to pay monies due under this contract. The College, in its sole discretion and for its sole benefit, may use monies retained under this paragraph to attempt to renew the Contractor's insurance or obtain substitute coverage if possible for the College's sole benefit, and may invoke other applicable remedies under the contract including claims against the Contractor and its surety. During any period when the required insurance is not in effect, the College may also, in its sole discretion, either suspend the work under the contract or terminate the contract.

3. **TERMS GOVERNING ALL PROPOSALS TO THE COLLEGE OF NEW JERSEY**

3.1 CONTRACT AMOUNT-The amount of any contract negotiated, as a result of this proposal shall not be construed as either the maximum or the minimum amount, which the College shall be obligated to order.

3.2 CONTRACT PERIOD AND EXTENSION OPTION-If, in the opinion of the Contracting Officer it is in the best interest of the College to extend any contract awarded as a result for a period of all or any part of a year, the vendor will be so notified of the intent at least 30 days prior to the expiration date of the existing contract. If the extension is acceptable to the vendor, at the original prices and on the original terms, notice will be given to the vendor by the College's Contracting Officer in writing. Unless otherwise specified in such cases, a new Performance Bond may be required of the vendor on a pro rata basis of the original Performance Bond to cover the period of the extension.

3.3 VENDOR RIGHT TO PROTEST INTENT TO AWARD

A. Except in cases of emergency, vendors have the right to protest the Contracting Officer's award of the contract as announced in the notice of intent to award. Unless otherwise stated, a vendor's protest must be received no later than seven business days after the date on the notice of intent to award. In the public interest, the Contracting Officer may shorten the protest period, but shall provide at least 48 hours for vendors to respond to a proposed award.

B. A protest must be in writing and delivered to the Contracting Officer. It must include the specific grounds for challenging the award.

C. The Contracting Officer shall render the College's decision within 10 days to the protesting vendor.

3.4 TERMINATION OF CONTRACT

A. Change of Circumstances:

1. Where the circumstances or needs of the College significantly change or the contract is otherwise deemed no longer to be in the public interest, the Contracting Officer may terminate the contract.

2. The vendor must, where practicable, be given 30 days written notice and an opportunity to respond.

B. For Cause:

1. Where a vendor fails to perform or comply with a contract, the Contracting Officer may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for the vendor to respond.

2. When a vendor executes a contract poorly as evidenced by formal complaint, late delivery, and poor performance of service, short-shipping etc., the Contracting Officer may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for response. In exceptional situations the Contracting Officer may reduce the period of notification and discretionary dispense with an opportunity to respond.

C. For Convenience:

1. Notwithstanding any provision or language in this contract to the contrary, the Contracting Officer may terminate at any time, in whole or in part, any contract for the convenience of The College, upon no less than 30 days written notice to the vendor.

D. In the event of termination under this section, the vendor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.5 COMPLAINTS-Where a vendor has a history of performance problems as evidenced by formal complaints and/or contract cancellation for cause pursuant to 3.4.B, that vendor may be bypassed for any future contract awards unless the vendor submits with proposal documentation:

A. An explanation of the past performance difficulties and the reasons for such occurrences.

B. An outline of corrective action taken by the vendor to preclude future recurrences of the same or similar problems in the event the vendor is awarded the contract.

3.6 SUBCONTRACTING OR ASSIGNMENT-The contract may not be subcontracted or assigned by the vendor, in whole or in part, without the prior written consent of the Contracting Officer. Such consent, if granted, shall not relieve the vendor of any of his responsibilities under the contract. In the event that a vendor proposes to subcontract for the services to be performed under the terms of the contract award, it shall be stated in the proposal and a list of subcontractors and an itemization of the subcontract services to be supplied will be attached, for approval prior to award of the contract. Nothing contained in the specifications shall be construed as creating any contractual relationship between a subcontractor and the College.

3.7 PERFORMANCE GUARANTEE OF VENDOR-The vendor hereby certifies that:

A. The equipment offered is standard new equipment, is the manufacturer's latest model in production with parts regularly used for the type of equipment offered and that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

B. All equipment operated by electrical current is UL listed where applicable.

C. All new machines are guaranteed as fully operational for the period stated in the RFP from time of written acceptance by The College. The vendor will render prompt service without charge, regardless of geographic location.

D. Sufficient quantities of parts for the proper service to equipment will be maintained at distribution points and service headquarters.

E. Trained technicians are regularly employed in the territory to provide service and repairs to equipment within 48 hours or a period of time accepted as customary industry practice.

F. Any material/equipment rejected for failure to meet the specifications or requirements of the College shall be immediately replaced by the vendor with properly specified equipment/material. Such replacement shall be completely at the vendor's expense.

G. All services rendered to the College shall be performed in strict and full compliance with the specifications of the contract.

1. A service contract shall not be considered complete until final approval by the College is rendered.
2. Payment for services rendered may not be made until final approval is given by the College.

H. Vendor's obligations under this contract is in addition to the vendor's other expressed or implied assurances under this contract or New Jersey State Law and in no way diminishes any other rights that the College may have against the vendor for faulty material, equipment, or work.

I. Bid and Performance Security

a. Bid Security – If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of The College of New Jersey.

2. The College will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the College will:

a. Issue an award notice for those offers accepted by the State;

b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the College. In case of default, the College reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5.

Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the bid or Request for Proposal payable to The College of New Jersey, binding the contractor to provide faithful performance of the contract.

2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of The College of New

New Jersey.

The Performance Security must be submitted to the College within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

3.8 DELIVERY GUARANTEES-Deliveries shall be made at such time and in such quantities as ordered in strict compliance with the conditions contained in the contract. The vendor shall be responsible for the delivery of material in first class condition and in accordance with good commercial practice. Items delivered must be strictly in accordance with bid specifications. In the event delivery of goods or services is not made within the time frame specified or under the schedule stipulated in the specifications, the College may obtain the goods or services from any available source and the difference in price, if any, will be paid by the vendor failing to fulfill the commitment.

3.9 RIGHT TO INSPECT VENDOR'S FACILITIES-The College reserves the right to inspect the vendor's establishment before making an award, for the purposes of ascertaining whether the vendor has the necessary facilities for performing the contract. The College may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the College in making a contract award which is most advantageous to the College.

3.10 RIGHT TO FINAL ACCEPTANCE-The College reserves the right to reject all bids, or to award a contract in whole or in part if of the College determines it is the most advantageous to the College, price and other factors considered. In case of tie bids, the contract shall be awarded at the discretion of the Contracting Officer to the vendor or vendors best meeting all of the specifications and conditions.

3.11 MAINTENANCE OF RECORD-The vendor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the College upon request.

3.12 Extension of Contract to Other Institutions – It is understood and agreed that in addition to The College of New Jersey, other New Jersey higher education institutions may also participate in this contract at the same pricing, terms, etc.

3.13 MERGERS, ACQUISITIONS - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the College as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested, which may include but need not be limited to the following:

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. updated information including ownership disclosure and Federal Employer Identification Number

3.14 Right to Request further Information-The College reserves the right to request all information which may assist in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further the College reserves the right to request a bidder to explain, in detail, how the bid prices were determined.

3.15 BID ACCEPTANCES AND REJECTIONS - The College reserves the right to waive minor elements of non-compliance or reject bids in accordance with law.

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATIONS DURING CONTRACT-Unless otherwise noted by the College, all prices quoted shall be firm and not be subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period, the College shall receive the full benefit of such price reduction on any subsequent orders for goods or services. The Purchasing Department must be notified in writing of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause.

4.2 DELIVERY COSTS-Unless noted otherwise in the specification, all quoted prices shall include delivery F.O.B. Destination. The vendor shall assume all liability and responsibility for the delivery of merchandise in good condition to The College of New Jersey or any other location specified by the contract. F.O.B. Destination shall be interpreted as platform delivery to the Receiving Department of the College or other receiving point indicated in the contract. In certain instances

spot deliveries may be specified and required. No additional freight charges will be payable for transportation costs resulting from partial shipments made for the vendor's convenience when a single shipment is ordered.

4.3 COD TERMS-Unless otherwise stated COD terms are not acceptable and such contingency shall constitute just cause for automatic rejection of a bid.

4.4 TAX CHARGES-The College of New Jersey is exempt from the New Jersey sales or use tax pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act N.J.S.A. 54:32B-1 et seq. Additionally, the College is exempt from Federal Excise Tax. An exemption certificate or number is not required for The College of New Jersey to make tax-exempt purchases. Official requests on College letterhead or official purchase orders signed by a qualified officer is sufficient proof for the vendor of exemption from paying the sales tax. Vendors should not include tax charges in their price quotations or on subsequent invoices for purchased goods or services. The College's Federal Employer Identification Number is 222797398.

4.5 PAYMENT TO VENDORS-Payments for goods and/or services purchased by the College will only be made after receipt of contracted items and approval of the invoice for payment. The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

New Jersey Prompt Payment Act –The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed invoice or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the College prior to processing any payments for goods and services accepted by the College. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

4.6 CASH DISCOUNTS-Cash discounts for periods of less than 21 days will not be considered as factors in the award of contracts. For purposes of determining the College's compliance with any discount offered:

A. A discount period shall commence on the date of a properly executed vendor invoice for products and services that have been duly accepted by the College in accordance with terms, conditions and specifications of a valid Contract/Purchase Order. If the invoice is received prior to delivery of the goods or performance of services, the discount period begins with the receipt and acceptance of the goods or completion of services.

B. The date of the check issued by the College in payment of an invoice shall be deemed the date of the College's response to an invoice for cash discount purposes.

5. FORCE MAJEURE

If, because of force majeure, either party hereto is unable to carry out any of its obligations under this contract, other than the obligations to pay money due hereunder, and if such party promptly gives to the other party hereto written notice of such force majeure, then the obligations of the party giving such notice shall be suspended to the extent made necessary by such force majeure and during its continuance, provided that the party giving such notice shall use its best efforts to remedy such force majeure insofar as possible with all reasonable dispatch. The term "force majeure" as used herein shall mean any causes beyond the control of the party affected thereby, such as, but not limited to, acts of God, act of public enemy, insurrections, riots, strikes, lockouts, labor disputes, fire, explosions, floods, breakdowns, or damage to plants, equipment or facilities, embargoes, orders, or acts of civil or military authority, or other causes of a similar nature. Upon the cessation of the force majeure event, the party that had given original notice shall again promptly give notice to the other party of such cessation.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE - Please be advised that, pursuant to N.J.S.A. 54:49-19, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the

taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

APPLICABLE LAW - This contract is subject to New Jersey law, including but not limited to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. This Agreement and all matters or issues collateral to it, shall be governed by and construed in accordance with the law of the State of New Jersey, without regard to its conflict of law provisions.