Kendall Hall and Mayo Concert Hall Audio Visual Systems Project

TCNJ Advertised Bid # AB150028

PROJECT REQUIREMENTS & SPECIFICATIONS

March 12, 2015
Please place the following advertisement in the Legal Section of Classified Advertising. Please ensure that the invoice for this advertisement is prepared and an affidavit forwarded to The College of New Jersey, Office of Finance and Business Services, Administrative Services Building, Room 201, P.O. Box 7718, Ewing, NJ 08628-0718.

To be published on March 12, 2015. Contact person regarding placement of ad is Roselle Horodeski (609) 771-2495.

THE COLLEGE OF NEW JERSEY
ADVERTISEMENT FOR BIDS
BID #AB150028

Under the provisions of the State College Contracts Law, Chapter 64 of Title 18-A, The College of New Jersey will receive sealed bids for the Kendall Hall and Mayo Concert Hall Audio Visual Services Project until 2:00 P.M. on the 16th day of April, 2015 at The College’s Office of Finance and Business Services, Administrative Services Building, Second Floor, Room 201, Route 31 (Pennington Road), Ewing Township, New Jersey. At 2:00 P.M. all bids will be publicly opened and read in Room 203 of the Administrative Services Building.

The project will be bid as a Single Lump Sum.

No bidder may submit more than one bid.

Bid Documents may be obtained on/after March 12, 2015 via our website (www.tcnj.edu/~budfin/).

A strongly encouraged pre-bid conference/on-site inspection is scheduled on March 20, 2015 at 10:00 A.M. Contractors are to meet at the front entrance of Kendall Hall, located on The College’s Ewing Township, New Jersey campus on Route 31 (Pennington Road).


A bid bond is required in the amount of 10% of the total bid. Bid bond shall consist of a certified check or cashiers check to the order of The College of New Jersey, or an individual or annual bid bond issued by an insurance company or surety company authorized to do business in the State of New Jersey. The successful Bidder(s) is required to provide a Performance and Payment Bond equal to 100% of the contract. A Surety Disclosure Statement and Certification form must accompany the performance bond.

The College will award the contract to the lowest responsible bidder who satisfies the qualification criteria as set forth in the contract documents.

The College of New Jersey reserves the right to reject any or all bids or to waive any informalities in the bidding in accordance with law. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of The College of New Jersey.
Contractors are asked to go to Campus Police in the Administrative Services Building and request a parking pass.
THE COLLEGE OF NEW JERSEY
Construction Bid Proposal Form

Bid Number: AB150028
Bid Due Date: April 16, 2015

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

Project Name: Kendall Hall and Mayo Concert Hall Audio Visual Systems

BIDDER INFORMATION

Firm Name: Telephone Number:
Contact Person: Fax Number:
Address: Email Address:
Federal I.D. Number:

SOLICITATION OF CONSTRUCTION BIDS

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

2. The scope of work includes labor, materials and equipment necessary to provide
   complete audiovisual systems in Kendall Hall and Mayo Concert Hall.

   A. See Specifications and Drawings for Details (included in RFP package).
   B. The College may issue Addenda or Clarifications which may include
      additions to or deletions from the scope of work; changes to the
      Specifications, Drawings, and proposal form; and clarifications of
      requirements. Bidder is advised to review all Addenda and/or clarifications
      carefully, and shall note the receipt of same with their bid package.
GENERAL INSTRUCTIONS AND REQUIREMENTS

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

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

3. LICENSES, CERTIFICATIONS, REGISTRATIONS, QUALIFICATIONS
   A. The bidder or, as applicable, its subcontractors shall at the time of bid have those required licenses, certifications, registrations, qualifications and the like (“LCRQ”) listed below and shall present satisfactory evidence thereof upon request of the College prior to the notice of intent to award.
   B. The selected bidder/contractor or, as applicable, its subcontractors shall have and shall present satisfactory evidence of all other required LCRQ noted in the Specifications after execution of contract during the submittal process and prior to the start of the applicable work, unless otherwise requested by the College or a date or event specified for that LCRQ in the Specifications.

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

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

1. Is more than fifty percent (50%) of your company minority owned? (circle one) YES     NO
   (African-American, Hispanic, Asian, and/or Native American)

2. Is more than fifty percent (50%) of your company woman owned? (circle one) YES     NO

3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)

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

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

EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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


7. Bidders are required to be registered with the New Jersey Department of Property Management and Construction (DPMC) and possess a DPMC C008 classification at the time of bid submission.
8. PREVAILING WAGE AND PUBLIC WORKS CONTRACTOR REGISTRATION ACTS

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

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

10. Vendors conducting business with any State agency including The College of New Jersey will be required to be registered with the New Jersey Division of Revenue. The vendor will be required to submit a Business Registration Certificate issued by the Department of Treasury, Division of Revenue, with the State of New Jersey prior to the award of a contract. N.J.S.A. 52:32-44. A completed copy of your Certificate is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.

11. Energy Star energy efficient products: Under Executive Order #11 (Corzine), the College is required to select ENERGY STAR energy-efficient products when acquiring new energy-using products or replacing existing equipment. For products that do not have ENERGY STAR labels, vendors shall follow guidelines established by the New Jersey Clean Energy Program.

12. QUESTIONS
   A. Direct inquiries and correspondence relating to this proposal form and questions regarding the technical specifications and requests for clarification must be submitted in writing via fax to 609-637-5140 or email to horodesk@tcnj.edu and must be received prior to 3:00 p.m. on March 27, 2015.
   B. Should any questions be received, an addendum or clarification will be available on or after April 2, 2015 and posted to The College’s website http://bids.pages.tcnj.edu/. If an addendum and/or clarification is posted, it SHOULD be noted in the General Agreement section of the bidder’s proposal. Failure to do so may subject Bidder to disqualification.

13. HOW TO SUBMIT THE COMPLETED CONSTRUCTION BID PROPOSAL FORM
   A. Bidder places all pages of the completed form and the requisite additional documents in an envelope, seals the envelope, and labels it with his/her firm name, address, and “Sealed Bid Enclosed for (Bid Number and Project Name)”.
   B. Bidder mails or deliver by hand the sealed bid, no later than 2:00 p.m., April 16, 2015, to The College of New Jersey, Attention: Roselle Horodeski for (specify the Bid Number), Office of Finance & Business Services, Room 201, 2000 Pennington Road, Ewing, New Jersey 08628-0718. At 2:00 p.m., all bids will be publicly opened and read in Room 203 of the Administrative Services Building.
   C. Contractors are advised that the U.S. Postal Service and all express mail companies deliver to The College’s Mail Room or Receiving Department, not
directly to the Office of Budget & Finance. The College is not responsible for lost or misdirected bids.

14. Any bid not prepared and submitted in accordance with the provisions described herein may be rejected by the College. Any bid received after the time and date specified will not be considered. No bidder shall withdraw a bid within sixty (60) days after the date of the bid opening to allow the College to determine the lowest bid that will most economically serve the intentions of this Contract.

15. Any bidder who has defaulted on any contract with the College or any other State Agency may be considered as not responsible and their bid may be rejected. THE COLLEGE OF NEW JERSEY reserves the right to exercise this option, as the College deems proper and/or necessary in its best interest.

16. Bids shall include all costs of any nature necessary to complete the project in the manner and within the time required by the contract.

17. The College reserves the right to require bidders to provide a schedule of values of their lump sum bid price upon request.

18. The College is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise, Sales Tax and local taxes. Rentals of equipment for 28 days or less is not exempt from any tax under the State sales tax act.

19. Before submitting his bid, the bidder shall be familiar with the Drawings, Specifications, and other Documents that will form part of the contract and shall have visited the site of the project to confirm for themselves the character and amount of work involved.

20. No bidder shall be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. This may be cause for automatic rejection of bid.

21. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract.

22. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the College's decision shall be final and conclusive.

23. Should the bidder discover discrepancies in this Request for Bids, the matter shall be at once brought to the attention of the College, and the discrepancies corrected by written agreement before submission of bid. The correction will be issued by addendum.

24. ACCEPTANCE/REJECTION OF BIDS
A. THE COLLEGE OF NEW JERSEY reserves the right to accept or reject any or all items covered in the bid request, or any portion(s) thereof, re-advertise and/or take such other steps decreed necessary and in the best interest of the College in accordance with law. Where two or more bidders are tied and all other relevant factors being equal, the College reserves the right to make the award to one of the bidders.

B. The bid is irrevocable by the bidder or the bidder's representatives. The bid, and any award made to the bidder by the College, shall bind the bidder and the bidder's heirs, executors, administrators, successors or assigns.

C. Award of contract shall be made to the lowest responsible bidder, whose bid, conforming to the invitation for bids, is the most advantageous to the College.

D. The award of the contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids, unless written extensions are requested by the College and accepted by the bidder(s). All bid securities shall be returned immediately if all bids are rejected. The successful bidder(s) to whom the award is to be made will be notified by receipt of a written "Intent to Award" from the College.

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

25. WITHDRAWAL OF BIDS

A. A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by the College prior to the specified time of the bid opening.

B. Should the bidder refuse to perform the work for the price provided, they will forfeit their bid security and will be held liable for the difference between their low bid and the next highest/responsive bidder.

26. OSHA COMPLIANCE:

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

27. APPLICABLE LAWS:

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

   (1) New Jersey Statutes and Regulations
EXAMINATION OF SITE, DRAWINGS AND SPECIFICATIONS

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

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

DRAWINGS AND SPECIFICATIONS

A. The project shall be performed in accordance with the requirements of the Drawings and Specifications, subject to modification as provided in General Conditions. The Drawings and Specifications are intended to complement and supplement each other.

B. Any work required by either of them and not by the other shall be performed as if denoted in both. Should any work be required which is not also denoted in the Specifications or on the Drawings because of an obvious omission, but which is, nevertheless, necessary for the proper performance of the project, such work shall be performed as fully as if it were described and delineated.

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

31. MULTIPLE BIDS NOT ALLOWED:
   A. No bidder is allowed to submit more than one bid from an individual, firm, partnership, corporation or association under the same or different name. This will be cause for automatic rejection of each bid.

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

   B. The College shall have complete discretion to decide whether it will accept any substitution. No substitution shall result in any increase in the contract price or times. The successful bidder in its application for the substitution must certify in writing that the substitution is equal to what is specified in the contract documents in all material respects and will not increase the time or price of the contract work.

   C. Should the substitution be rejected, the contractor will then be required to provide the specified product, material or method at no additional cost to the College and no change in the project schedule.

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

   • AFFIRMATIVE ACTION: The bidder is required to complete and submit a copy of Initial Project Workforce Report (AA-201) to the College and the Division of Public Contracts Equal Employment Opportunity Compliance verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. The bidder also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to The College and the Division.

   • CERTIFICATE OF INSURANCE: The bidder is required to submit proof of liability insurance in accordance with The College’s contract.
- P.L. 2005, Chapter 51 / Executive Order 117 - Contractor Certification and Disclosure of Political Contributions:

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

- New Jersey Business Registration Certificate

- All applicable licenses, certificates, and requirements specified in the scope of work, contract documents and specifications.
The following Bidder’s Checklist is provided as an aid to the bidder. It does not in any way relieve the bidder of its responsibility to insure that its bid proposal is complete.

a. _____ Bidder has completed the Bidder Information section and General Agreement section and filled out the receipt of addendum and clarifications.

b. _____ Bidder has completed the form of proposal and indicated base bid for either Separate Bid or Single Bid (Lump Sum all trades), prices for Alternate Proposals, and Unit Prices.

c. _____ Bidder for Single Bid (Lump Sum) has listed and has disclosed the subcontractors on the Subcontractor Information form.

d. _____ Bidder has enclosed a certified check or bid bond for ten percent (10%) of the amount of the bid.

e. _____ Bidder has completed and enclosed the Non-Collusion Affidavit.

f. _____ Bidder has completed and enclosed the Ownership Disclosure form.

g. _____ Bidder and each disclosed subcontractor has enclosed a copy of its registration certificate in accordance with the requirement of the Public Works Contractor Registration Act. (NJ Dept. of Labor and Workforce Development)

h. _____ Bidder has acknowledged the Affirmative Action Language in accordance with the requirements P.L. 1975 C.127. (NJAC 17:27).

i. _____ Bidder has enclosed its MWBE information.

j. _____ Bidder has enclosed its Electrical and Plumbing License and any other licenses, certifications, certifications, and qualifications.

k. _____ Bidder has enclosed its Vendor Qualification Statement

l. _____ Bidder has included a copy of its latest Experience Modification Rating (EMR Safety Rating). The College requires an average rating over the last 5 years of 1.25 or less.

m. _____ Bidder has included a copy of its DPMC Notice of Classification and Total Amount of Uncompleted Contracts.

n. _____ Bidder has enclosed a copy of its Chapter 51 & EO117 Certification form. A completed copy of your Certification form is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.

o. _____ Bidder has enclosed a copy of its New Jersey Business Registration Certificate in accordance with the requirements of the New Jersey Division of Revenue. A completed copy of your Certificate is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.
1. Having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated. This price covers all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

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

Addendum Number _____ Date ______
Addendum Number _____ Date ______
Addendum Number _____ Date ______
Addendum Number _____ Date ______

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

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

5. Upon conclusion of the 10 business day protest period, Bidder will execute the formal contract within 5 business days and deliver as required in the General Conditions: a Performance and Payment Bond; Surety Disclosure and Certification Statement; and certificates of insurance for general liability, automobile and worker’s compensation.

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

Respectfully submitted,

(Seal if bid is by Corporation)

_________________________________
(Signature of Principal)

_________________________________
(Printed Name of Principal)

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

To: The College of New Jersey

for: Installation of the Kendall Hall and Mayo Concert Hall Audio Visual Systems

Date ______________

A. BID:

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

   ________________________________________Dollars $ __________
   (words)

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

2. **Add/Deduct Alternate**
   Check One: _____Add _______Deduct
   
   No alternates are requested for this bid.

3. **CHECK LIST FOR BIDDERS:**
   A check list has been provided in these specifications for the use in completing this proposal. Bidders are encouraged to reference said list to minimize the opportunity for errors by the bidder.

B. **UNIT PRICES:** We, the Undersigned, agree, if awarded the Contract to perform additional work or delete work at the Unit Prices set forth below or at a negotiated unit price (Unit Prices are for work that is in addition to or is deleted from the base bid work):

   **No Unit Prices are requested for this bid.**

C. **AGREEMENT:** We, the Undersigned, agree, if awarded the Contract, to execute an agreement for the above stated work and compensation on the Standard Form of Agreement Between Owner and Contractor.

D. **SURETY:** We, the Undersigned, agree, if awarded the Contract, to execute and deliver to the Owner, prior to the signing of the Contract, the Performance and Payment Bonds as required.
   • Contractor shall provide a Maintenance Bond at job completion for a period of one year for 100% of the final contract price.

E. **BID SECURITY:** The attached bid security is to become the Property of the Owner in the event that the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and
additional expense (including the difference between the price provided with said bond and the next lowest responsive bidder) to the Owner caused thereby.

Certified Check $____________________________
Bid Bond   $____________________________

F. STATEMENT:
1. We, the Undersigned, acting through its authorized officers and intending to be legally bound, agree that this bid proposal shall constitute an offer by the Undersigned to enter into a Contract with the acts and things therein provided, which offer shall be irrevocable for sixty (60) calendar days from the date of opening hereof and that the Owner may accept this offer at any time during said period by notifying the Undersigned of the acceptance of said offer.
2. We, the Undersigned, acknowledge receipt of the following Addenda/Clarifications:

Addenda Number Dated
_________________________ ______________
_________________________ ______________

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

Dated ________________________________

Firm Name ________________________________ Phone Number:________________

Address ________________________________

**If a corporation, give the State of Incorporation, using the phrase:
"A corporation organized under the laws of _________________________."
If a partnership, give names of the partners, using also the phrase:
"Co-partners trading and doing business under the firm name and style of _________________________."
If an individual using a trade name, give individual name, also using the phrase:
"An individual doing business under the firm name and style of _________________________."

Dated: ________________________________

STATE OF __________________________ SS.
COUNTY OF __________________________

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

Sworn and subscribed before me Bidder signs above line
this ___________ day of ___________ 20__

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

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

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

Plumbing and Gas Fitting Work

List information for Subcontractor, if any:

Name: __________________________
License Number: ____________________
Address: __________________________
Telephone: _________________________
Fax: __________________________

Refrigeration, Heating and Ventilating Systems and Equipment

List information for Subcontractor, if any:

Name: __________________________
License Number: ____________________
Address: __________________________
Telephone: _________________________
Fax: __________________________
Electrical Work, including any Electrical Power Plants, Tele-data, Fire Alarm, or Security Systems

List information for Subcontractor, if any:

Name: ____________________________
License Number: ____________________________
Address: ___________________________________
________________________________________
Telephone: ____________________________
Fax: ____________________________

Structural Steel Work and Ornamental Iron Work

List information for Subcontractor, if any:

Name: ____________________________
License Number: ____________________________
Address: ___________________________________
________________________________________
Telephone: ____________________________
Fax: ____________________________

__________________________________
Bidder Name

By: ________________________________
   Signature

__________________________________
Printed Name of Signing Individual

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

   A. My company is certified by the NJ Department of Treasury, Division of Revenue as a:
      
      _____ small business _____ minority-owned business _____ female-owned business

   B. My company is certified by the NJ Department of Transportation as a:
      
      _____ small business _____ minority-owned business _____ female-owned business

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

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

   ________________________________
   Signed

   ________________________________
   Date
PERFORMANCE BOND & PAYMENT BOND

BOND NO.______________

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

SIGNED this __________ day of _____________________, 20_____

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

NOW, if the said _________________________________________________________ shall well and faithfully do and perform the things agreed by _______________________ to be done and performed according to the terms of the said contract; shall pay all lawful claims of sub-contractors, materialmen, laborers, persons, forms of other suppliers or teams, fuel, oils, implements or machinery furnished, used or consumed in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulated and agrees that no modifications, omissions, or additions in or to the terms of the said contract, or in or to the plans and specifications therefore shall in any wise effect the obligation of said surety on its bond.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

______________________________
Witness

______________________________
Witness as to Surety

______________________________
Countersigned

this ______ day of ________________, 20_____BY: ________________________________

NOTE: General Power of Attorney and the current financial statement of the bonding company must be attached to each copy (a total of three) of the Performance Bond.
SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety’s most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ending December 31, _____, (insert most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety’s capital and surplus amounts, together with the name and address of the firm of certified public accountants that shall have certified those amounts):

____________________________________________________________________

____________________________________________________________________

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

____________________________________________________________________

____________________________________________________________________

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

____________________________________________________________________

____________________________________________________________________

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

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

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

____________________________________________________________________

____________________________________________________________________

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

CERTIFICATION

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

I, _______________________ (name of agent), as ______________________ (title of agent)

for ________________________________ (name of surety),

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

____________________________________
(Signature of certifying agent)

____________________________________
(Printed name of certifying agent)

____________________________________
(Title of certifying agent)

____________________________________
(Date of Certification)
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade at the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.
After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 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:___________________________________________________________________________________
Additional Mandatory Construction Contract Language
For State Agencies, Independent Authorities, Colleges and Universities Only

The Executive Order No. 151 (Corzine, August 28, 2009) and P.L. 2009, Chapter 335 include a provision which require all state agencies, independent authorities and colleges and universities to include additional mandatory equal employment and affirmative action language in its construction contracts. It is important to note that this language is in addition to and does not replace the mandatory contract language and good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8. The additional mandatory equal employment and affirmative action language is as follows:

It is the policy of the [Reporting Agency] that its contracts should create a work-force that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the [Reporting Agency] to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the [Reporting Agency]’s satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the [Reporting Agency]’s contract with the contractor. Payment may be withheld from a contractor’s contract for failure to comply with these provisions.

Evidence of a “good faith effort” includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at http://NJ.gov/JobCentralNJ;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the [Reporting Agency] with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the [Reporting Agency] no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

To ensure successful implementation of the Executive Order and Law, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA 201) for any projects funded with ARRA money to the Dept. of LWD, Construction EEO Monitoring Program immediately upon notification of award but prior to execution of the contract.
NON-COLLUSION STATEMENT

Date: ______________________________

The College of New Jersey
The Office of Budget and Finance, Department of Purchasing
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
STOCKHOLDER DISCLOSURE FORM

Firm Name: _____________________________________________________________

Address: ___________________________________________________________________

City/State/ZIP: ___________________________________________________________________

List the names and addresses of all individuals, corporations, or any other owner having
10% or greater interest in the corporation or partnership named in item 1. If a listed
owner is a corporation or partnership, then list the names and addresses of holders of 10%
or more interest in that corporation or partnership. If additional space is necessary, list on
an attached sheet. If there are no owners with 10% or more interest in your company,
enter "None" below.

Complete affidavit at bottom of form.

Firm Name  Street  City/Twp  County  State  Zip

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

_____________________________ ___________________
President of the Firm (Type or print name)  Telephone Number

I certify that (check applicable blanks):

_____ A list of stockholders names and addresses has been submitted to the Secretary
of State of New Jersey and it is current and correct to the best of my knowledge,
with the exceptions as listed above.

_____ The list of stockholders above is current and correct to the best of my
knowledge.

_____ There are no stockholders holding 10% or more interest in this corporation or
firm to the best of my knowledge.

_____ Firm is a sole ownership and not subject to corporation or partnership disclosure
requirement.

Signature of Authorized Representative

Name_____________________________________  Title:_________________

Witnessed by_______________________________  Date:_________________

THIS FORM MUST BE COMPLETED, SIGNED, AND WITNESSED
INFORMATION AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 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, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding $17,500 with individuals or entities that made certain political contributions. Executive Order 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 Executive Order No. 117 (“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, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. 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/EO117 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.**

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us 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 Forms

**NOTE:** Please refer to the next section, “Useful Definitions for Purposes of Ch. 51 and E.O. 117,” for guidance when completing the forms.

**Part 1: VENDOR INFORMATION**

**Business Name** – Enter the full name of the Vendor, including trade name if applicable.

**Business Type** -- Select the vendor’s business organization from the list provided.

**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.
INFORMATION AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms


Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

NOTE: Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

Check the box at top of page 2 if no reportable contributions have been made by the vendor. If the vendor has no contributions to report, this box must be checked.

Name of Recipient Entity – Enter the full name of the recipient entity.

Address of Recipient Entity – Enter the recipient entity’s street address.

Date of Contribution – Indicate the date of the contribution.

Amount of Contribution – Enter the amount of the reportable contribution.

Type of Contribution – Select the type of contribution from the list provided.

Contributor Name – Enter the full name of the contributor.

Relationship of Contributor to the Vendor – Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, 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.

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person’s title or position, date and telephone number.
INFORMATION AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms

USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- “Vendor” means the contracting entity.

- “Business Entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.¹

- “Officer” means a 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. Please note that officers of non-profit entities are excluded from this definition.

- “Partner” means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

- “Reportable Contributions” are those contributions, including in-kind contributions, in excess of $300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.

- “In-kind Contribution” means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.

- “Continuing Political Committee” includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least $4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

¹ Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.
INFORMATION AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms

- “Candidate Committee” means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.

- “State Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-4.

- “County Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-3.

- “Municipal Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-2.

- “Legislative Leadership Committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.

- “Political Party Committee” means:
  1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
  2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
  3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms
The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

Questions & Answers
Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at http://www.state.nj.us/treasury/purchase/execorder134.htm. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

NOTE: The Chapter 51 Q&A on the website DOES NOT address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at http://www.state.nj.us/treasury/purchase/execorder134.html#state.
Part 1: Vendor Information

Full Legal Business Name

(Including trade name if applicable)

Business Type

- Corporation
- Limited Partnership
- Professional Corporation
- General Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Liability Partnership

Address 1

Address 2

City

State

Zip

Phone

Vendor Email

Vendor FEIN


I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).

   a) Within the preceding 18 months, the below-named person or organization has not made a contribution to:

      (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor;
      (ii) Any State, county, municipal political party committee; OR
      (iii) Any legislative leadership committee.

   b) During the term of office of the current Governor(s), the below-named person or organization has not made a contribution to

      (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR
      (ii) Any State, county or municipal political party committee nominating such Governor in the election preceding the commencement of said Governor’s term.

   c) Within the 18 months immediately prior to the first day of the term of office of the Governor(s), the below-named person or organization has not made a contribution to

      (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR

      Any State, county, municipal political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.
### Part 3: Disclosure of Contributions Made

Check this box if no reportable contributions have been made by the above-named business entity or individual.

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address of Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Contribution</td>
<td>Amount of Contribution</td>
</tr>
<tr>
<td>Type of Contribution (i.e. currency, check, loan, in-kind)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Relationship of Contributor to the Vendor</th>
<th>Contributor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
</tbody>
</table>

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.
Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. 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.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

(A) ☐ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

(B) ☐ I am certifying on behalf of the above-named business entity only.

(C) ☐ I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name ___________________________ Print Name ___________________________
Phone Number ___________________________ Date ___________________________
Title/Position ___________________________

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with the completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.
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. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

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: __________________________
MACBRIDE PRINCIPLES FORM

BIDDER’S REQUIREMENT: TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH MACBRIDE PRINCIPLES AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

☐ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

☐ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom’s Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature: __________________________________________

Print Name: __________________________________________

Title: __________________________________________

Firm Name: __________________________________________

Date: ____________________________
VENDOR QUALIFICATION SHEETS

Vendors are requested 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: __________________________
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, though 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:_____________________________________________________________________________________________
CONTRACT FOR CONSTRUCTION

Agreement made on , 2015 between The College of New Jersey as the project owner, and, as the Construction Contractor

Contractor:
Address:

Project: Kendall Hall and Mayo Concert Hall Audio Visual Services

1. EMPLOYMENT OF CONTRACTOR/PROJECT DESCRIPTION. The College employs the Contractor and the Contractor agrees to perform the construction for the project identified above. The project is described in the College's plans and specifications prepared by the project architect.

2. CONTRACT DOCUMENTS. This contract includes the plans and specifications, and also the following documents:
   1. Request for Bids
   2. Contractor's Bid
   3. General Conditions of the Contract for Construction
   4. Addenda and clarifications issued before the bid due date
   5. Project Bidding Schedule

3. PROJECT ARCHITECT. The project architect is responsible for the design of the project, acting as the College's representative on the project, and performing the duties of the project architect during the construction and completion of the project. The project architect is:

   AE Firm:
   Address:

4. SCOPE OF WORK. The Contractor shall perform the construction work specified in this contract including the contract documents. The Contractor shall assume full responsibility for constructing and completing the project and all the work in this contract and the contract documents, including providing all labor, subcontractors, materials and equipment required, and providing all supervision, management, and scheduling required in the general conditions and as noted throughout the contract documents.

5. CONTRACT TIMES. All dates and durations specified for the start of construction, the milestones dates specified in this contract and the substantial completion and final completion of the project are agreed to be of the essence.

   a. CONSTRUCTION START. The construction work shall start no later than 10 calendar days after the College issues a Notice to Proceed to the Contractor.

   b. MILESTONES. The construction tasks or activities shall be completed within the following number of calendar days after the construction start date (the actual dates will be set forth in the Notice to Proceed):
c. **SUBSTANTIAL COMPLETION.** The construction work and the project shall be substantially completed, meaning capable of being reasonably utilized for the purpose intended, within ____________ calendar days after the construction start date (the actual date will be set forth in the Notice to Proceed). Substantial Completion pertains to all milestone dates of the project schedule.

d. **FINAL COMPLETION.** The construction work, the project and the contract shall be finally completed within ____________ calendar days after the construction start date (the actual date will be set forth in the Notice to Proceed). The requirements for final completion are defined in the general conditions of the contract for construction as well as the technical specifications of the project.

e. **DELAYS AND EXTENSIONS OF CONTRACT DATES.**

1. **Delays Warranting Extensions.** If the Contractor is unavoidably prevented from completing any part of the work within the milestone, substantial completion or final completion dates in this contract by causes beyond the control and without the fault of the Contractor or its subcontractors, those contract dates will be extended by amounts equal to the time lost due to such delays, provided the Contractor requests extensions in accordance with the general conditions. The Contractor's right to extensions, the terms and conditions of extensions, and the right to extra compensation for certain extensions shall be governed by the general conditions.

2. **Requests for Extensions.** The Contractor must provide the College with a written notice of delay and request for an extension within 24 hours of the beginning of a delay, or it will not be entitled to an extension. Written notices and requests must comply with the general conditions, and the failure to submit them will preclude the Contractor from making any claim for an extension under the contract.

f. **EXTENSION TERMS.** The contract dates will be extended for the delays specified in the general conditions to the extent the delays prevent completion of the work required by the contract dates and shall be calculated in accordance with the general conditions. When there is a delay warranting an extension of the contract dates, the College is not required to authorize extra compensation to fund efforts to reduce or eliminate the effect of the delay, but if the College elects to do so, and requires such efforts as a change to the contract, the Contractor shall perform the extra work and be entitled to extra compensation for it under the change order provisions in the contract and the general conditions. The possibility of additional compensation to accelerate because of delays shall not apply to delays for which the Contractor is responsible under the contract and general conditions.

6. **LIQUIDATED DAMAGES FOR DELAY.** If the Contractor fails to substantially complete the project by the substantial completion date specified, the Contractor shall pay the following amounts as liquidated damages for delay for each calendar day that the project is not substantially complete beyond the substantial completion date. Liquidated damages shall be established at 1/20th of 1% of the base contract amount per calendar day.

The College and the Contractor agree that the actual loss to the College from construction delays and the inability to use the project in a substantially completed state are for the most part difficult to quantify, and that the foregoing liquidated damages formula results in damages amounts that are reasonable and are not penalties and are not intended to be penalties. The College and the Contractor agree that the amount of liquidated damages per calendar day for delays in the substantial completion of the project is a reasonable estimate of the damage to the College for not being able to use the project in a substantially completed state. The College may deduct liquidated damages from payments due under this contract, but its failure to
withhold liquidated damages to assert claims for liquidated damages shall not be deemed a waiver of the College’s right to withhold or to assert claims for damages for any delays which occur at any time on the project.

7. **CONTRACT PRICE.** The Contractor shall be paid $_____________ for the complete performance of this contract which was proposed by the Contractor in its bid and accepted by the College. The Contractor shall be entitled to additional compensation for authorized changes which include the cost of the changes and mark-ups included in change orders approved by the College in accordance with the change order provision in the general conditions.

8. **PAYMENTS TO CONTRACTOR.** The Contractor will be paid by the College in accordance with this paragraph and the general conditions in the contract.

   a. **MONTHLY PROGRESS PAYMENTS.** The College will make progress payments as the work proceeds based on written invoices submitted monthly by the Contractor and approved by the architect and the College. No payments will be made until the Contractor submits a unit schedule break down showing the portions of the total contract price for each principal category of work and value loaded CPM schedule allocating the contract price among the schedule activities. Monthly progress payment amounts shall be based on the percentages of the work completed as of the end of the pay period (less earlier payments). All payment requests or invoices and all payments shall be governed by the general conditions as well as the special requirements of this contract, including the requirement that progress payments shall be based on a unit schedule breakdown and a value loaded CPM schedule.

   b. **RETAINAGE.** The College will retain 2% of the amount due on each partial payment pending completion of the contract.

      Upon acceptance of the work performed pursuant to the contract, all amounts being withheld by the 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 that the contract has been completed as indicated. The holding and release of retainage shall be governed by the general conditions.

   c. **CHANGE ORDERS.** The Contractor shall invoice for change order work in the monthly contract progress payment invoices as the change order work is performed, but only after a written change order and TCNJ issued Purchase Order has been signed by the College.

   d. **FINAL PAYMENT.** Upon final completion of all work included in the contract including all change orders, upon acceptance of the work by the architect and the College, upon the satisfactory completion of all of the requirements in the general conditions for completion, and upon the issuance of the certificate of final completion, the Contractor will be paid the fully adjusted contract balance including any retainage withheld. The invoice for final payment and final payment shall also be subject to the general conditions and the special requirements of this contract.

   e. **PAYMENT TERMS.** All invoices and payments shall also be subject to the general conditions, including the provisions regarding payments, and to the right of the College to withhold payments or to make deductions from payments. See also the Prevailing Wage Act requirements in paragraph 22. The College will pay proper final invoices within 30 days of their submission to the College with the approval of the architect.
f. SUBMISSION OF INVOICES: Prior to the submission of the invoice, the contractor will submit to the owner and architect, in draft form, a “pencil copy” of the monthly invoice for review and approval setting forth each line item the contractor intends to request payment in that invoice based on the claimed percent completed for that line item. Upon receipt of said “pencil copy”, the owner and architect shall observe the work and in place and, on the basis of such observations, will either approve the amounts requested or modify the contractor’s request, based on the owners independent assessment of the work in place. The owner will then return the pencil copy invoice to the contractor for the contractor to then adjust and submit the final invoice with the agreed to percentages completed per line item to the owner for payment. No invoice shall be submitted for payment until all amounts and completion percentages have been determined in this manner.

g. For the purposes of the State’s Prompt Payment of Contractors and Subcontractors Act (N.J.S.A. 2A:30A-1, et seq.)

(1) An invoice will be deemed to have been received when it is received by the owner at the address designated in the pre-construction conference for receipt of the invoices.

(2) The “billing date” as that term is used in N.J.S.A. 2A:30A-2 shall be the earlier of the date upon which an invoice for payment is approved for payment or 20 days after the invoice is received, unless within such 20 day period the invoice is found to be incomplete or otherwise unacceptable and returned to the contractor, with a written explanation of deficiencies.

(3) In the event that an invoice is found to be deficient and returned to the contractor, the “billing date” shall be calculated from the date that a corrected invoice is received.

(4) Payment shall be considered to have been made on the date on which a check for such payment is dated.

(5) Payment terms (e.g. “net 20”) offered by the contractor shall not govern the owners obligation to make payment.

(6) The following periods of time will not be included in the calculation of the due date of any contractor invoice:
   - Anytime elapsed between receipt of an improper invoice and its return to the contractor, not to exceed 20 calendar days; or
   - Any time elapsed between the owner’s return of an improper invoice to the contractor and the owner’s receipt of a corrected invoice.

h. LIMITATIONS ON APPLICABILITY: The provisions of this Article shall not govern the owner’s payment obligations nor shall they supersede or modify any other contractual provision allowing the withholding of monies from the contractor to the extent that the contractor has not performed in accordance with the provisions of the contract. Nor shall this Article govern the owner’s payment obligations nor supersede or modify any other contractual provision governing contractor claims for additional compensation beyond the base contract price and approved change orders.

i. INTEREST: Interest shall be payable on amounts due the contractor if not paid within thirty (30) calendar days after the billing date specified in the above subparagraph, as provided under the State’s Prompt Payment of Contractors and Subcontractors Act. Interest on amounts due shall be payable to the contractor for the period beginning on the day after the required payment date and ending on the date on which the check for payment is drawn. Interest may be paid by separate payment to the contractor, but shall be paid within 30 days of payment of the principal amount of the approved invoice. Nothing in this article shall be construed as entitling the contractor to payment of interest on any sum withheld by the owner for any reason permitted under the contract or applicable law, or on any claim for additional compensation, over
and above sums due under the base contract or approved change orders.

j. **SUSPENSION OF PERFORMANCE:** A contractor not paid sums due under an approved invoice within thirty (30) days of the billing date may suspend performance without penalty for breach of contract, but only after providing the owner with seven (7) days written notice of non-payment, and only in the event that the owner fails to furnish the contractor, within that seven day period, with a written statement of the amount withheld and the reasons for the withholding. Nothing herein shall be construed to excuse the contractor’s nonperformance, or to limit the owner’s rights and remedies relating to such nonperformance, with regard to any monies withheld from the contractor upon the proper notice provided under this Article, or with regard to any contractor claim disputed by the owner.

k. **Alternative Dispute Resolution:** Disputes regarding nonpayment of a contractor’s invoice under this Article may be submitted to a mediator upon agreement of the College. In such event, the College and the contractor shall share equally the fees and expenses of the selected mediator. Provided, however, that nothing herein shall be construed, in whole or in part, as a waiver, release or modification of the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., as it governs claims against the College.

9. **CHANGES, CHANGE ORDERS AND CHANGE ORDER DELAYS.** The College may at any time authorize and direct written changes in the work which change the scope of the work and which increase or decrease the contract price. All changes including adjustments of the contract price shall be governed by this paragraph and the change order provision in the general conditions. If a change issued by the College delays the completion of any activity in the project CPM schedule, the time allowed for that activity shall be extended, and if a delay in that activity delays other activities, the critical path or the completion dates in the contract, then they too will be extended. The Contractor shall make reasonable efforts in scheduling changed work so that it does not delay or extend activities in the CPM schedule critical path, including the substantial and final project completion dates. The Contractor shall also make alternate proposals for change order work which include acceleration for the changed work where feasible to achieve this goal, and shall include the cost of such efforts in its change order requests and proposals. Change orders must specify whether they result in any delay (or extension) to any activities in the schedule, including an identification of the activities and the amount of delay in each. If no delay or extension is specified in a change order, it will be deemed an agreement by the College and the Contractor that no delay or extension results from the change order.

10. **CONTRACTOR’S REPRESENTATIONS.** The Contractor represents to the College that it has:

a. **EXAMINATION OF CONTRACT DOCUMENTS.** Examined and carefully studied the contract documents and the other documents in the bid documents, and that they are sufficient for performing the contract work at the contract price.

b. **EXAMINATION OF SITE.** Visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect the cost, progress, and performance of the contract work.

c. **FAMILIARITY WITH LAW.** Familiarized itself with all federal, state, and local laws and regulations that may affect the cost, progress, and performance of the contract work.

d. **FAMILIARITY WITH OTHER INFORMATION AND OTHER DOCUMENTS.** Carefully studied all reports of investigations and tests of site and subsurface conditions at or contiguous to the site and all drawings of physical conditions at the site including surface or subsurface composition, water, structures and utilities at or near to the site.
e. ADDITIONAL INFORMATION NOT REQUIRED FOR BIDDING OR CONTRACT PERFORMANCE. Does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price.

11. ASSIGNMENT OF CONTRACT. The Contractor may not assign this contract or any rights under or interests in the contract including its right to payments under the contract.

12. CONTRACTOR PERSONNEL ASSIGNED. The College reserves the right to request and have any member of the contractor’s or subcontractor’s staff replaced on the project for any reason.

13. DOMESTIC MATERIALS - N.J.S.A. 52:33-2. Notwithstanding any inconsistent provision of any law, and unless the head of the department, or other public officer charged with the duty by law, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only domestic materials shall be acquired or used for any public work.

This section shall not apply with respect to domestic materials to be used for any public work, if domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality.

14. NOTIFICATIONS/AUTHORIZED REPRESENTATIVE:

a. Notice to the Contractor. Written notices to the Contractor should be addressed to:

__________________________________________
__________________________________________
__________________________________________
__________________________________________

b. Notice to the College/Authorized Representative: Written notices from the Contractor to the College should be addressed to:

Jon Bannan, Assistant Director, Media & Technology Support Services
The College of New Jersey
PO Box 7718,
Ewing, New Jersey 08628

The College’s contracting officer hereby authorizes the Owner’s project representative to receive all contract related correspondence.

15. CLAIMS BY THE CONTRACTOR.

a. GENERAL PROVISIONS APPLICABLE TO ALL CLAIMS. Claims by the Contractor against the College shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. including the notice and time for suit provisions. For the purpose of determining the time within which The Contractor must file suit under the New Jersey Contractual Liability Act, 'completion of the contract' shall be deemed to have occurred upon achievement of substantial completion as defined in section 12A of these General Conditions.
The Contractor also agrees that it shall not be entitled to assert claims against the College for any compensation beyond that provided for in this contract by reason of the acts or omissions of any third parties, including but not limited to the project architect and any other contractor on this project. The Contractor also agrees that it may not assert claims for extra costs for home office expenses, home office overhead, lost profits or revenue or consequential damages as that term is defined in law. All claims shall also be subject to the terms of this contract including the general conditions, and the Contractor may not assert any claims for extra costs unless it maintains all the records of its estimated and actual costs as required by paragraph 16 and the general conditions. The Contractor also agrees that suits against the College must be pursued in the county where the project is located.

1. Notice of litigation shall be filed in writing with the other party to the Owner-Contractor Agreement and with the court having competent jurisdiction and a copy shall be filed with the Architect and the Construction Manager. The litigation shall be made within the time limits specified herewith where applicable, and in all other cases within a reasonable time after the claim, dispute and other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

2. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

b. DELAY CLAIMS. The Contractor agrees that it may not assert claims for extra compensation by reason of any delays in its work resulting from acts or omissions of any third parties irrespective of extensions granted under paragraph 5, including but not limited to delays caused by third parties such as the project architect, other contractors, utilities and governmental authorities. The College shall only be required to pay additional compensation for delays caused by the College itself, and only to the extent required by N.J.S.A. 2A:58B-3 (delayed performance caused by the College's own negligence, bad faith, active interference or other tortuous conduct, but not for reasons contemplated by the parties and not for the negligence of others including others under contract with the College on the theory that such negligence should be imputed to the College). The College shall not be liable for any period of delay when there is a concurrent delay for which it is not responsible. Finally, the Contractor also agrees that it can only assert claims for extra costs due to delays for extra costs at the job site, and may not assert claims for extra costs for home office expenses, home office overhead, lost profit or revenue, or consequential damages as that term is defined in law.

c. CLAIMS BASED ON CONTRACT DOCUMENTS AND INFORMATION PRIOR TO BIDDING. The Contractor agrees that it can assert no claims for extra compensation beyond the bid and contract price for constructing the completed project by reason of any errors, omissions or deficiencies in the contract documents to the extent that a reasonably competent contractor should discover the error, omission or deficiency in connection with the preparation of a bid because of its obligation to review and study the bid documents before submitting its bid, and because of its representation in paragraph 10 that it did so. In addition, the Contractor agrees that it can assert no claims for extra compensation beyond the bid and contract price for constructing the completed project by reason any lack of information affecting the construction of the project at the time of bidding, or errors in the information included or referenced in the
bid documents except to the extent permitted by Article 1 of the general conditions. The Contractor shall notify the College in writing before submitting its bid of any errors or omissions in the information provided or be precluded from seeking extra compensation or asserting a claim.

d. **MEDIATION.** If a dispute or claim arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules before resorting to arbitration or litigation. The Owner reserves the right to request a mediation if it deems it necessary.

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

The Contractor shall maintain and retain weekly payroll, material, subcontractor, supplier, overhead and other cost and accounting records for the project, and for additional services or extras required by the College, including all costs which the Contractor is entitled to be paid under the contract. The Contractor shall require its subcontractors on the project to do likewise. The Contractor shall also maintain all estimates and takeoffs used in preparing and calculating its bid price. The records shall be maintained and shall be made available to the College or its representatives when requested. These records shall be maintained in accordance with generally accepted accounting principles and practices for a period of 5 years after final payment is received by the Contractor, or the duration of any dispute or lawsuit arising out of the project, whichever is later. Any failure to maintain or produce such records shall preclude the Contractor from being paid or retaining any payments which are based on costs or which should be, and expenses of it or its subcontractors including extra costs which are reflected in the records. This includes the basic contract compensation as well as extra compensation for change orders and claims of any kind.

17. **INDEMNITY/LIABILITY TO THIRD PARTIES:** The Contractor agrees to defend, indemnify and save harmless the College and its officers, agents, servants and employees from and against any and all suits, demands, claims, losses and damages of any kind arising out of, or claimed to have arisen out of any negligent act, error, omission or breach by the Contractor, its officers, agents, servants, employees, consultants, subcontractors or suppliers, in the performance of this contract. The Contractor shall, at its own expense, defend, and pay all charges for attorneys and all costs and other expenses arising from such suits or claims. If any judgment is rendered against the College or any of its officers, agents, servants or employees for which indemnification is required under this paragraph, the Contractor shall satisfy and discharge it. The College shall give prompt written notice to the Contractor of claims and suits for which indemnity is required in this paragraph.

18. **INSURANCE BY THE CONTRACTOR:** The Contractor shall procure and maintain at its own expense, insurance for damages imposed by law and assumed under this contract until at least 1 year after the completion and acceptance of the project. 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 New Jersey, and the NJ Educational Facilities Authority shall be named as an additional insured on the Commercial General Liability Insurance policy. 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.

a. **TYPES AND MINIMUM AMOUNTS OF INSURANCE REQUIRED:**

(1) **Commercial General Liability Insurance (CGL).** Commercial General Liability insurance ISO 1088 or later occurrence form of insurance including contractual liability with limits of at least $1,000,000 combined single limit for bodily injury and property damage liability for each occurrence. The CGL policy shall also include products/completed operations with limits of at least $1,000,000 per occurrence. This insurance shall be maintained for at least 1 year after the completion of the project.

(2) **Automobile Liability Insurance.** The Automobile Liability Insurance policy shall cover owned, non-owned and hired vehicles and have limits of at least $1,000,000 combined single limit for bodily injury and property damage for each occurrence.

(3) **Workers Compensation/ Employer Liability.** Workers Compensation Insurance shall be maintained by the Contractor and all subcontractors in accordance with the requirements of the law of New Jersey. They shall also maintain Employer's Liability insurance with limits of at least $500,000 for each occurrence.

b. **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.

c. **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.

d. **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.

19. **PAYMENT AND PERFORMANCE BOND.** The Contractor is required to furnish the College with a payment bond and a performance bond from an approved surety as described in the general conditions and bid documents. They shall conform to N.J.S.A. 2A:44-147. This contract will not become effective until these bonds are provided to and approved by the College. The bonds must also be accompanied by the surety disclosure statement and certification required by N.J.S.A. 18A:64-68.

20. **ABANDONMENT, POSTPONEMENT, TERMINATION OF PROJECT:** The College reserves the right to terminate this contract for convenience at any time by written notice to the Contractor. Unless otherwise directed, the Contractor shall immediately stop all work upon receipt of such a notice. The College also reserves the right to suspend performance and to terminate for default or improper performance by the Contractor. The rights and duties of the Contractor and the College in the event of a termination or a suspension shall be governed by the general conditions.

21. **CONTRACT TERMS, CHANGES, AND LAW:** This contract (including the completed checklist which is attached) constitutes the entire agreement between the College and the Contractor, and it shall be governed by the law of New Jersey. The terms and conditions of this contract may not be changed except by a writing signed by the Contractor and the College.

22. **PREVAILING WAGE STATUTE.** The Contractor must comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 through 56.57. Workers employed by the Contractor or any subcontractor or sub-subcontractor in the performance of services directly on the project must be paid prevailing wages. As required by N.J.S.A. 34:11-56.27 and 56.28, this contract cannot become effective until the College obtains from the New Jersey Department of Labor a determination of the prevailing wage rates applicable to the project as of the contract award date and attaches a copy to the contract. As required by N.J.S.A. 34:11-56.27, the Contractor or any subcontractor may be terminated if any covered worker is not paid prevailing wages on the project, and the Contractor and its surety shall be liable for any additional costs which result. The Contractor and its subcontractors must be registered with the New Jersey Department of Labor (N.J.S.A. 34:11-56.51 et seq.), and the prevailing wage rates must be posted at the job site (N.J.S.A. 34:11-56.32). The Contractor and its subcontractors must prepare accurate certified records of wages paid for each worker on the project (N.J.S.A. 34:11-56.29), and copies for the period covered by each invoice must be attached to the invoice submitted under the contract. In accordance with N.J.S.A. 34:11-56.33, the Contractor's final invoice must include a statement of all amounts still then due to workers on the project. The Contractor is also cautioned that it must use job titles and worker classifications consistent with those approved by the Department of Labor, and that, if it intends to pay apprentice rates, it must comply with the Department of Labor's regulations at N.J.A.C. 12:60-7.1 through 7.4.

23. **DISCRIMINATION IN EMPLOYMENT.** The Contractor and any subcontractors employed by it shall comply with N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-1 et seq., including N.J.S.A. 10:5-31 through 35, which prohibit discrimination in employment in public contracts. The statute and the rules and regulations promulgated thereunder shall be considered to be part of this contract and binding upon the Contractor and its subcontractors. If the College is notified of any violation of the public contract awarding regulations in accordance with N.J.A.C. 17:27-7.4 concerning the financing of minority and women outreach and training programs, the College reserves the rights to deduct the outreach and training allocation from the contract. During the performance of this contract, the Contractor agrees that:
a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, 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.

24. COMPLIANCE WITH PROCUREMENT STATUTES: The Contractor warrants and represents that this contract has not been solicited or secured, directly or indirectly, in a manner contrary to the law of New Jersey, and in particular the provisions of N.J.S.A. 18A:64-6.1, 6.2 and 6.3, and that the Contractor has not and shall not violate the law of New Jersey relating to the procurement of or the performance of this contract by any conduct, including the paying of any gratuity of any kind, directly or indirectly, to any College employee or officer. Any violation of this provision shall be cause for the College to terminate this contract, to retain all unpaid and/or unearned monies, and to recover all monies paid. The Contractor shall notify the College in writing of any interest which any officer, employee or consultant of the College has in, or association with, any contractor, subcontractor, material supplier, consultant, or manufacturer, or other party which has any interest in this project.

25. CONFLICT OF INTEREST: 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 any 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 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. 52:13D-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 3a. through 3e. 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 3c.

26. SET-OFF FOR STATE TAX NOTICE: Pursuant to N.J.S.A. 54:49-19, and notwithstanding any other provision of law to the contrary, Whenever any taxpayer under contract to provide goods or services to the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, or under contract for construction projects of the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, is entitled to payment for the goods or services or on that construction project and at the same time the taxpayer is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The director, in consultation with the Director of the Division of Budget and Accounting in the Department of the Treasury, shall establish procedures and methods to effect a set-off. The director shall give notice of the set-off to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects 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, but no request for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. No payment shall be made to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects pending resolution 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, the provider of goods and services or the contractor or subcontractor of construction projects shall be stayed.
THE COLLEGE OF NEW JERSEY

By__________________________________
Jack Leifel, Interim Chief Information Officer

By__________________________________
Lloyd Ricketts, Treasurer

Date_________________________________

By__________________________________
Curt Heuring, Vice President of Administration

By__________________________________
Mark Mehler, Executive Director of Procurement

Date_________________________________

CONTRACTOR:

By__________________________________

Title_________________________________

Date_________________________________
Project Completion Date is to be determined at a pre-bid meeting with all contractors in attendance. If no pre-bid is held, then the project completion date will be communicated directly with the winning bidder.

Winning Bidder must provide references of at least 5 previously completed projects of similar scope

**DESCRIPTION OF WORK**
The Contractor shall provide labor, materials and equipment necessary to provide complete audiovisual systems defined in this specification. The Contractor shall be responsible for delivering a turnkey system to the Owner. The date of the project will be identified upon the availability of the spaces.

The Contractor shall support the General Contractor and the Owner in their effort to complete the project in accordance with the schedule provided by the General Contractor. Contractor is required to participate in all weekly construction meetings as a full member of the project team from the commencement of their contract through the conclusion of audiovisual system testing and acceptance.

The Contractor shall generate all shop drawings and information for the complete installation and wiring of all components of the audiovisual systems. The Contractor shall provide (or sub- subcontract) for the onsite installation and wiring, and shall provide ongoing supervision and coordination during the implementation phase.

The Contractor shall be responsible for the initial and final adjustments of the systems as herein prescribed and shall provide all test equipment for the system checkout and acceptance tests. The Contractor shall provide on the job training in the operation and maintenance of the systems for personnel designated by the Owner.

CONTRACTOR Supplier/Installer is required to provide client training in the operation and maintenance of the systems for personnel designated by the Owner.

The Contractor is responsible to provide all installation and programming related to the project.

**EQUIPMENT REQUIREMENTS**
*Epson must include 5th year warranty and extra lamp. Any additional paperwork is to be completed and submitted by the contractor. In the case that the contractor does not submit the warranty documents and repairs are needed, TCNJ shall not be responsible for the cost of the repair.

TCNJ reserves the right to add or remove additional warranty as deemed necessary

**CABLE INSTALLATION**
Where any cabling is to be installed above ceiling, cable tray, D-rings, J-hooks, or other approved attachment device must be used. Cabling may not be placed directly on the ceiling tiles and may not be attached to utility piping, other cabling, or affixed in any way to anything other than approved cable hangers.

A 6ft service loop shall be left above the display device (above ceiling grid) in case of future retermination purposes. A 3ft service loop shall be left inside the instructors' workstation in case of future retermination purposes. All cable pulls shall be continuous. No splice of cable shall be deemed acceptable

A laminated cabling legend shall be placed inside each installation to reflect the label definitions and destinations.
All cables, regardless of length, shall be marked with wrap-around number or letter cable markers at both ends. There shall be no unmarked cables at any place in the system. Marking codes used on cables shall correspond to codes shown on drawings and or run sheets. All inter-rack cabling shall be neatly strapped, dressed, and adequately supported. Terminal blocks, boards, strips, or connectors, shall be furnished for all cables which interface with racks, cabinets, consoles, or equipment modules.

All cables shall be grouped according to the signals being carried. In order to reduce signal contamination, separate groups shall be formed for the following cables:

- a. ELECTRICAL POWER
- b. CONTROL & NETWORKING
- c. VIDEO
- d. AUDIO

As a general practice, all power cables, control cables and high level cables shall be run on the left side of an equipment rack as viewed from the rear. All other cables shall be run on the right side of an equipment rack, as viewed from the rear.

For this project, the owner requires the Contractor to use CL2P, plenum rated cables where home run conduits are NOT provided for the audiovisual system or above finished ceilings. Unless otherwise called for in these specifications and drawings, the following cables, or their approved CL2P equivalents, shall be used in these systems:

- e. AUDIO (MIC/LINE) BELDEN 8451
- f. LOUDSPEAKER WEST PENN 252xxx SERIES
- g. VIDEO (LOW RESOLUTION) WEST PENN 25819
- h. REMOTE CONTROL NETWORK LIBERTY AXLINK OR CRESNET
- i. RF/CATV WEST PENN 25806
- j. MULTICORE HI-RES UTP CRESTRON CRESCAT QM-P
- k. CRESTRON DM-CBL-8G-P

All cables (except video and pulse cables which must be cut to an electrical length) shall be cut to the length dictated by the run. No splices shall be permitted in any pull boxes without prior permission of the Owner. For equipment mounted in drawers or on slides, the interconnecting cables shall be provided with a service loop of appropriate length.

No cable shall be installed with a bend radius less than that recommended by the cable manufacturer. Provide certification documentation that the Contractor has tested their installed wiring and connectivity per industry standards, specifically telecommunications cabling e.g. Category UTP and optical fiber cabling. All terminations and cabling shall be neatly dressed, properly labeled using nylon wire ties.

UTP Category cable. Provide UTP category cables for all Ethernet connection part of the AV System including horizontal cables, patch cords and station cords. All cables part of the AV system shall be included in the same warranty as all cables provided. Color jacket for non-control UTP cable shall be blue. Color jacket for UTP for control purposes shall be orange

**CONNECTION PLATE RECEPTACLES:**

Unless otherwise detailed herein, the following types of panel receptacles shall be used on all connection boxes, panels, plates, and wire ways:

Audio (microphone) - XLR3 female type, or as indicated. Wall plate inputs shall be female connectors. Wall plate outputs shall be male connectors. Portable cabling shall include male and female connectors.

Last Updated: 02/05/15
Audio (line level) - XLR3 female type, or as indicated. Wall plate inputs shall be female connectors. Wall plate outputs shall be male connectors. Portable cabling shall include male and female connectors.

Audio (loudspeaker level) - Polarized locking connector, Neutrik Speakon or approved equal. Wall plate inputs and outputs shall be female connectors. Portable cabling shall include male connectors at each end.

Production Intercom – XLR3 male type.

Video - BNC type. Wall plate inputs and outputs shall be female connectors. Portable cabling shall include male connectors at each end.

S-Video. Receptacles shall be insulated from panel type. Wall plate inputs and outputs shall be female connectors. Portable cabling shall include male connectors at each end.

Component (Y+Pb/Cb+Pr/Cr), BNC wall plate receptacle with color washers of Green (Y),Blue (Pb/CB) and Red (PrCr). Use of RCA phono style connector with integral color coding will be permitted if approved by TCNJ.

Control Network – XLR4 Female or RJ45 female. Wall plate inputs and outputs shall be female connectors. Portable cabling shall include male connectors at each end.

Control RS232 - SubD9 type. Wall plate inputs and outputs shall be female connectors. Portable cabling shall include male connectors at each end.

VGA or analog PC video: Sub-D style, 15-pin type. Wall plate connectors shall always be female. Cabling shall be male connectors on each end.

CRESTRON Quick Media cable shall be terminated male RJ45 connectors approved for their QM cable products.

DVI-I and DVI-D. Wall plate connectors shall always be female. Cabling shall be male connectors on each end.

HDMI – mating HDMI. Wall plate connectors shall always be female. Cabling shall be male connectors on each end.

**GROUNDING PROCEDURES**

In order to minimize problems resulting from improper grounding, and to achieve maximum signal-to-noise ratios, the following grounding procedures shall be adhered to:

**A. SYSTEM GROUNDS:** A single primary "system ground" shall be established for the systems in each particular area. All grounding conductors in that area shall connect to this primary system ground. The system ground shall be provided in the audio equipment rack for the area and shall consist of a copper bar of sufficient size to accommodate all secondary ground conductors. A copper conductor, having a maximum of 0.1 Ohms total resistance, shall connect the primary system ground bar to the nearest metallic electrical conduit of at least 2 inches in diameter. The Contractor shall be responsible for determining if the metallic conduit is properly electrically bonded to the building ground system.

**B. SECONDARY SYSTEM GROUNDING CONDUCTORS** shall be provided from all racks, audio consoles and ungrounded audio equipment in each area, to the primary system grounding point for the area. Each of these grounding conductors shall have a maximum of 0.1 Ohms total resistance. Under no conditions shall the AC neutral conductor, either in the power panel or in a receptacle outlet, be used for a system ground.
C. AUDIO CABLE SHIELDS: All audio cable shields shall be grounded at one point only. There are no exceptions. For inter and intra-rack wiring this requires that the shield be connected at one end only. For ungrounded portable equipment, such as microphones, the shield shall be connected at both ends but grounded at only one end.

D. VIDEO RECEPTACLES: All video receptacles that are provided and installed by the Contractor shall be insulated from the mounting panel, outlet box, or wireway. Unless otherwise detailed herein, this shall be accomplished by using insulated-from-panel type receptacles.

E. GENERAL: Because of the great number of possible variations in grounding systems, it shall be the responsibility of the Contractor to follow good engineering practice as outlined by EIA/TIA and recommended by BICSI and INFOCOMM. Deviation from these practices is permitted only when necessary to minimize crosstalk and to maximize signal-to-noise ratios in the audio, video, and control systems.

**SYSTEM DOCUMENTATION**

Winning Bidder shall provide two (2) system documentation CD-ROM’S to include all user’s manuals (PDF file format), system operating instructions (Microsoft Word file format), all Crestron control system software, firmware, Ir drivers, compiled and un-compiled source code warranty statement, certificate of completion, system drawings (Visio product file format) and equipment list (quantity, description, serial number and model number in Microsoft Excel file format). Additionally, all users’ manuals and other printed documents should be bound and submitted. On any project that includes multiple rooms, the winning bidder shall also provide TCNJ an accurate list of serial numbers in a room by room format in Microsoft Excel format.

The Contractor will submit a “Certificate of Completion” to assure that the system has passed all tests and is fully functional, at which time TCNJ must concur to validate certificate.

**TRAINING**

Upon official completion of the project, if requested TCNJ shall be provided with up to 2 separate training sessions that shall be provided by the contractor. TCNJ reserves the right to video and audio record these sessions for use at a later event.

**ADDITIONAL WORK**

Additional Information and Project Scope:

All floor boxes, table boxes, conduits, wire ways, connection boxes, pull boxes, junction boxes, and outlet boxes permanently installed in walls, floors, and ceilings are either existing or provided new by others.

Existing Conditions:

The Contractor (AV Integrator) shall field survey the existing conditions where the new large projection screen is to be installed in the Mayo Recital Hall. Please refer to the attached letter from Leonard Busch Associates PC, dated October 24, 2014 for a description of the existing field conditions, and the attached Detail SK-1, which reflects one method of hanging the new projection screen. The existing wall and ceiling construction in the Mayo Recital Hall is a veneer coating of plaster over cement board on the light gauge metal framing.

Shop Drawings:

The Contractor shall provide shop drawings prepared by a NJ licensed Structural Engineer that identifies the method and materials the Contractor plans to use to install the projection screen. If the Contractor or
it's supplier/installer needs to rework this detail for any reason (be it for a larger or heavier screen or they want to alter the detail to adapt to their own method of hanging the screen), then the Contractor shall submit a revised signed and sealed shop drawing detail prepared by a NJ licensed Structural Engineer for review and approval by the College's Structural Engineer.

Access to Work Area:

The Contractor will provide any and all necessary human & equipment lift devices and/or scaffolding in order to install the projection screen above the Mayo stage without damaging the existing floor and wall surfaces.

Protection of Existing Building:

Protect existing construction and finishes to remain against damage and soiling during selective demolition. The Contractor shall provide any and all protective coverings in order to protect the Mayo Recital Hall (floors, walls, ceilings, furnishings, carpets, air vents, etc.) from being damaged or exposed to construction dust and debris during selective demolition and installation. The Contractor is responsible for any damage to the floors, walls, ceilings, furnishings, carpets, air vents, etc., and will be required to repair any damages to College’s satisfaction at no additional cost to the College.

The Contractor shall submit a report that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. This report shall be issued and discussed during a pre-construction meeting to review the above procedures prior to any demolition work starting in the Recital Hall.

Cutting and Patching:

The Contractor is responsible for all cutting, patching, repairing and finish painting (with Benjamin Moore or Sherwin Williams) all areas disturbed by the installation of the projection screen with materials to match existing in all respects. The Contractor shall maintain the existing fire rating of walls and ceiling construction involved in the work of this contract.

The finished product shall meet with the College’s satisfaction. The Contractor shall refer to the attached Specification Section 01731 – Cutting and Patching.

Selective Demolition:

The Contractor shall perform selective demolition and removal of existing construction only to the extent required by new construction. Use methods required to complete the work within limitations of governing regulations and as indicated in the attached Specification Section 01732 – Selective Demolition.

Cleaning:

Clean all adjacent structures and surfaces of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

**PROGRAMMING REQUIREMENTS**

Crestron system programmers must have attained Certified Programmer status for minimum of 2 years and have a current certification from Crestron. Individuals with Master Class experience with Silver or higher level of achievement are preferred. Individuals must demonstrate Crestron Fusion experience and provide
reference to completed Fusion projects within the past two years.

Provide programming and design services for all touch panel GUIs and un-compiled code to support all control functions as defined or implied in this specification. Vendor is required to provide additional control system programming services during a period of 120 days following system acceptance.

Crestron touch panel and web interfaces design shall be submitted to TCNJ for review prior to installation.

Control System Programming shall include:
   a. All pages shall include Master audio level control functions including bar-graph indicator for video source, program audio, projector blank and volume mute.
   b. Video Projector power on, power off, and image mute
   c. Display source input selection for dedicated PC, laptop, document camera, DVD and VHS sources, Blu-Ray, BYOD, etc
   d. Display PC image setup
   e. AV and Stereo audio signal source routing functions
   f. Blu Ray/DVD/VHS player control functions: play, stop, pause, forward and reverse; DVD functions for chapter forward and chapter reverse, open & close
   g. Audio volume controls for program audio and microphone level (if applicable)
   h. Provide programming to allow control processor and Room Scheduling display to interface with Owner provided scheduling software.(if room scheduling is applicable)
   i. Light & Shade controls (if applicable)

TCNJ reserves the right to provide the winning bidder with the touch panel layout that shall be followed unless exception granted. Should TCNJ deems the touch panel design unacceptable, the winning bidder shall make all changes requested by TCNJ in a timely fashion.

If the touch panel changes are still not acceptable, TCNJ reserves the right to have the programmer of their choice complete the project at no additional cost to TCNJ. Any and all additional costs incurred shall be covered by the winning bidder.

The Contractor will meet with the Owner during the construction process and agree on the additional features that will be used by the Owner on the project.

The Contractor shall assemble and program the Presentation System at their facility to verify functionality and “de-bug” before delivery to TCNJ. The Contractor will work with TCNJ personnel to prove functionality at their facility and work any modifications/custom alterations necessary in the “de-bug” process. When the System is deemed fully functional the Contractor will provide a copy of the Crestron programming code to be fully owned by TCNJ.

The source code shall contain Crestron Fusion module. This module shall be setup to accurately record various device usages, projector lamp hours, polling of projector for security purposes and notification if projector stops responding via email. Programming shall also include an inactivity timer set for 4 hours. If no activity is sensed on the panel after 4 hours, the system shall shut down properly. This function shall also include a recorded wave file loaded to the touch panel in order to warn the user of a system shut down. A 30 second window from the time of the warning to the actual system shut down shall also be included. The source code shall also contain a projector security module.

This module must be tied into TCNJ’s RAMS system and shall show Alert status if the projector loses communication. The XPanel / EXE interfaces shall replicate all sources, functionalities and sub menus of the physical touch panel. TCNJ requires access to all hard and soft buttons on the XPanel / EXE interfaces.

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PROJECT SPECIFIC SOURCE CODE OWNERSHIP

Definition of project specific source code: Project specific source code includes all source code created to generate an executable file to be intended to run in any equipment used in the installation of the AV systems. Examples of project specific source code include source code used to generate executable files for control processors, DSP processors and touchpanels. Project specific source code does not include source code used to create programming tools and compilers or source code used to generate operating systems or application programs running in PC based workstations.

Ownership: Any project specific source code used in this project shall remain the exclusive property of the Owner (The College of New Jersey). By accepting the contract to perform the work included in this project, the AV systems installer or designer and any other companies working creating project specific code during this project relinquish the right of ownership of this source code, and waive any licensing fees or royalties for the use of source code by the Owner or any company authorized by the Owner to perform changes in the source code after the project is substantially completed.

The AV systems installer or designer and any other companies shall provide to TCNJ all un-compiled Crestron code and all compiled Crestron code, modules, IR drivers, web pages, mobile project and touch panel layouts.

REMOTE ASSET MANAGEMENT SOFTWARE

General: The Remote Asset Management Software (RAMS) is another tool that will be provided to the owner to control the AV system. The RAMS shall be able to provide the functionality described in these paragraphs below. The source code shall contain Crestron Fusion module. This module shall be setup to accurately record various device usages, projector lamp hours, polling of projector for security purposes and notification if projector stops responding via email. Programming shall also include an inactivity timer set for 5 hours. If no activity is sensed on the panel after 5 hours, the system shall shut down properly. This function shall also include a recorded wave file loaded to the touch panel in order to audibly warn the user of a system shut down. A 30 second window from the time of the warning to the actual system shut down shall also be included. The source code shall also contain a projector security module. This module must be tied into TCNJ’s RAMS and shall show Alert status if the projector loses communication. TCNJ requires access to all hard, soft buttons and all soft menus on the XPanel & EXE interfaces.

The RAMS selected by TCNJ for all projects is Crestron Fusion

Programmers of Crestron system using Simpl Windows shall follow the IDs referenced herein for programming:

   a. Fusion ID = 03
   b. XPanel Control = 04
   c. EXE files = 10

At a minimum all AV systems shall have the following monitoring features through the RAMS:

   a. DVD/Blu-Ray: Usage: start time, stop time and cumulative use
   b. VCR Usage: start time, stop time and cumulative use
   c. Laptop Usage : start time, stop time and cumulative use
   d. Document camera : start time, stop time and cumulative use
   e. Resident Computer: start time, stop time and cumulative use
   f. Aux Inputs: (Composite Video, HDMI) start time, stop time and cumulative use
   g. Projector lamp usage hours
   h. CATV Usage : start time, stop time and cumulative use
   i. Volume Level status

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j. Volume Mute
k. Display Power
l. System Power
m. Projector filter usage hours (if available)

At a minimum all AV systems with control processors shall provide the following alarms

a. Projector lamp approaching 95% of estimated life
b. Projector lamp bad (if reported by projector)
c. Projector not responding to RS-232/IP commands

At a minimum, the programmer shall follow the current TCNJ standard listed below with regards to Crestron Fusion

Digital Joins:
- PC = 50
- LAPTOP = 51
- DOCUMENT CAMERA = 52
- TV TUNER = 53
- DVD = 54
- AUX HDMI = 55
- AUX Video = 56
- PROJECTOR NO RESPONSE = 60
- PROGRAM VOLUME MUTE = 61
- PROJECTOR ALARM WIRE BROKEN = 62

Analog Joins:
- SECOND DISPLAY LAMP HOURS = 50 (If a dual projection room)
- PROGRAM AUDIO LEVEL = 51

Computer Based User Interface:
General: The computer based user interface (CBUI) is another way for the Owner to control the AV Systems. This interface is in the form of a computer software program with the following requirements:

a. Needs to be an executable file capable of running in any Windows based PC
b. One file per controllable room is required
c. Needs to have the same user functions available inside the room in touch screens and keypads
d. The “look” and layout of the interface shall be the same as the touch screen / keypads located in the room

SYSTEM SUPPORT
SERVICE AND MAINTENANCE

WARRANTY PERIOD: During the initial one year warranty period, the audiovisual contractor shall provide onsite service, repair and maintenance for the audiovisual system. First year service and maintenance shall be provided at a fixed price, regardless of the number of service visits required to maintain system operation and performance, including video projector alignment.

FIRST YEAR SERVICE AND MAINTENANCE consists of telephone support and assistance, on-site services and preventative maintenance inspections. In all cases, the audiovisual vendor shall provide knowledgeable and capable staff technicians in the performance of all tasks required.
**TELEPHONE ASSISTANCE:** Vendor shall respond via telephone within two hours to any request for service. This first contact should outline the nature of the problem or functional anomaly. The vendor shall make available an individual knowledgeable with the installed system who can address specific system issues described by system operators.

**ON-SITE SERVICE:** The vendor shall provide capable technicians for on-site service of systems equipment or control software. In all cases, the technicians dispatched must be familiar with the installed system with complete knowledge of the products used in the systems configuration, including, but not limited to, a Crestron certified programmer. Technicians dispatched must have complete ability to address the nature of the system anomaly or performance difficulty described. The contractor shall respond to all on-site service requests within 24 hours, which shall be interpreted as dispatching a technician on the next business day.

**ADVANCED REPLACEMENT:** Under this contract, the Owner anticipates the purchase of select equipment as advanced replacement or spare equipment to be housed at the Owner’s site. In the event that other products fail during the warranty period, the Contractor shall make every attempt to secure Advanced Replacement equipment from the manufacturer of the failed product so as to reduce the amount of downtime of the system.

**PREVENTATIVE MAINTENANCE INSPECTIONS (PMI):** This service shall include a minimum of three (3) visits at regular intervals to perform operation checks of the equipment, to clean recording heads, screens, projector lenses and other critical surfaces, to lubricate moving parts as recommended by the respective manufacturers and to adjust and align projectors to maintain optimum registration and focus. Additional service visits, above the two visits above, are included in the first year warranty, subject to the time response obligations outlined above. No limit to the quantity of service visits is expressed or implied.

**EMERGENCY SERVICE PROVISION:** During the first year service contract, the vendor may be called upon to provide on-site service on an emergency basis. For whatever reasons, the Owner may request a qualified technician perform on-site service within the shortest time frame possible. For purposes of this cost proposal, provide a per visit rate for a four hour minimum service call with on-site response within 4 hours from notification. This emergency service should be available 5 days per week, 24 hours per through a communications hierarchy established by the Owner and Contractor.

**SYSTEM OPERATOR REQUIREMENT:** Provide a system technician and a certified Crestron Programmer during the first two days of classes for emergency repair actions. Coverage shall be required for a minimum of 8 hours per day for the two days identified by the Owner.

**GUARANTEE RETURN TO SERVICE**
The following equipment will be guaranteed returned to service: In the case that the direct replacement is not available, the contractor will make any and all changes to the control system to reflect the replacement at no charge to TCNJ

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Guaranty Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projectors</td>
<td>One (1) business day following initial call-in by TCNJ</td>
</tr>
<tr>
<td>Interfaces</td>
<td>One (1) business day following initial call-in by TCNJ</td>
</tr>
<tr>
<td>Entire Audio System</td>
<td>One (1) business day following initial call-in by TCNJ</td>
</tr>
<tr>
<td>All Power Amps</td>
<td>One (1) business day following initial call-in by TCNJ</td>
</tr>
<tr>
<td>Entire Control system -Crestron</td>
<td>One (1) business day following initial call-in by TCNJ</td>
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Last Updated: 02/05/15
## Kendall Hall Technical Specifications

### Equipment

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Total</th>
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<tr>
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<td>APPLETV</td>
<td>3rd Generation Apple TV</td>
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<tr>
<td>Contemporary Research</td>
<td>232-ATSC +1</td>
<td>TV Tuner</td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>MAP</td>
<td>ERK1825</td>
<td>Rack with locking rear and front door. Front door to be vented</td>
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<td>MAP</td>
<td>PD920R</td>
<td>Power Conditioner</td>
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<td>Crestron</td>
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<td>DM Receiver/Controller</td>
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<td>Crestron</td>
<td>TSW750</td>
<td>Color Touch Screen</td>
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<tr>
<td>Chief</td>
<td>VCM011E</td>
<td>Projector Mount</td>
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<td>Custom</td>
<td>CCH</td>
<td>Cables /Connectors/ Hardware</td>
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### Equipment Section Total

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### Project Total

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<tr>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

See attached Bid Notes

Audio will be sent to the CFE in house sound system by a balanced L&R outputs
## Mayo Concert Hall
### Technical Specifications

See attached Bid Notes

1 MP-WP181-C will be located in an upstage position and one will be located in a downstage position
1 MP-WP181-C will be used as an on-stage confidence monitor output as the venue deems needed. The purchase of the monitor will not be included in this project
Audio will be sent to the CFE in house sound system by a balanced L&R outputs

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Total</th>
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<td>Yamaha</td>
<td>BD-A1040</td>
<td>Blu-Ray Player</td>
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<td>Contemporary Research</td>
<td>232-ATSC+1</td>
<td>TV Tuner</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apple</td>
<td>APPLE TV</td>
<td>3rd Generation Apple TV</td>
<td>1</td>
<td></td>
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<tr>
<td>Custom</td>
<td>Input Plate</td>
<td>1 ru plate with female HDMI, female vga w/audio &amp; Composite Video &amp; Audio</td>
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<td>Crestron</td>
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<tr>
<td>Chief</td>
<td>CMA100</td>
<td>Projector Pipe</td>
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<tr>
<td>Custom</td>
<td>Custom</td>
<td>Rack mount 15” – 19” display with either HDMI or DVI inputs to act as a local program monitor in the AV Booth</td>
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<td>Custom</td>
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<td>Cables /Connectors/ Hardware</td>
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<tr>
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<td><strong>Project Total</strong></td>
<td></td>
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</tr>
</tbody>
</table>
24 October 2014

Joan Fasulo-Harris, AIA, Design Project Manager
TCNJ Office Of Campus Planning
P.O. Box 7718
Ewing, New Jersey 08628

RE: Evaluation of Multimedia screen, Mayo Concert Hall

Dear Ms. Harris:

At your request we have reviewed the options for hanging a Da-Lite brand Large Cosmopolitan Electrol screen from the ceiling at the north end of the concert hall, immediately to the stage side of the second floor corridor. The screen will be about 16'-9½ long and centered between columns that are 21'-6 apart. The screen and attachments will weigh about 300 pounds, but we based our work assuming it could weigh as much as 500 pounds.

The decorative ceiling in the area of the proposed screen is constructed of light gage metal framing hung from structural steel roof framing and it is covered with drywall. Fortunately, a relatively large wide flange beam, W14X61, is located a short distance above the area in question spanning between the noted columns. The beam supports a portion of the rear balcony roof (skylight area) and the approximately twelve foot high masonry wall above, which fills the space between the high and low roofs. The beam was conservatively designed and we find there is sufficient reserve strength to support the proposed screen.

The screen will be positioned roughly 14” toward the interior of the W14 centroid, but the noted masonry wall bears on the beam eccentrically on the exterior side of the beam; the relatively minor load of the screen will theoretically slightly reduce the existing torsional load demand on this member.

Attached please find details addressing recommendations for the support of the screen. We utilized the Unistrut system, which allows the entire assembly to be bolted together. Although we sought to find a hanging solution that would minimize damage to the existing finishes and could be erected wholly from the second floor balcony, there may be no practical way to avoid working from ladders, scaffolding or lifts mounted on the stage floor.

Please call if you require additional clarification.

Yours truly,

Leonard Busch Associates PC
Robert Busch

[Signature]
PARTIAL FRAMING PLAN

SECTION "1"

10" - TO PERMIT CONNECTION OF CEILING BRACKET TO SCREEN HOUSING (VERIFY IN FIELD)

4.5" - TO PERMIT CONNECTION OF CEILING BRACKET TO SCREEN HOUSING (VERIFY IN FIELD)

P1346 WITH 1/2" BOLTS
(SOLID TUNE REQUIRED)

P1001

P2265 WITH 5/8" BOLTS

P1001

P1720 EACH SIDE WITH 5/8" BOLTS
(SOLID TUNE REQUIRED)

CEILING BRACKET BY
SCREEN SUPPLIER
FASTEN TO HORIZ.
UNISTRUT WITH 5/8"
BOLTS.

NOTE:
EITHER ASSEMBLE HORIZ.
AND VERTICAL UNISTRUT.
PRIORITY TO EJECTION OR
CUT DRYWALL TO PERMIT
WALL SIDE CONNECTION.

NEW SCREEN CASE

P1001C

10/16" = 1'-0"

13'-6" AFF.

10'-0"

4'-0"

4'-0"

1'-0"

1'-0"

1'-0"

1'-0"

1'-0"

1'-0"

1'-0"

1'-0"

1'-0"

LEONARD BUSCH ASSOCIATES
CONSULTING ENGINEERS
1239 PARKWAY AVE., TRENTON, NEW JERSEY 08628

MULTIMEDIA ALTERATIONS
MAYO CONCERT HALL
THE COLLEGE OF NEW JERSEY
PROJECT #64123
DATE: 10/24/2014
SK-1

GC Note: Hanging hardware shall be
Unistrut brand, pregalvanized zinc finish
channels and brackets with compatible
connection hardware or the equal.
SECTION 017310 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following: all specification sections and drawings included in this bidding package and that make a part of this contract.

1.3 DEFINITIONS

A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.

2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building’s appearance and other significant visual elements.

3. Products: List products to be used and firms or entities that will perform the Work.

4. Dates: Indicate when cutting and patching will be performed.

5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

7. Architect’s Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work, nor does it relieve contractor of responsibility to obtain existing documentation(s) and verify/investigate existing conditions prior to start of work.
1.5 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-protection systems.
4. Control systems.
5. Conveying systems.
6. Electrical wiring systems.

C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Equipment supports.
4. Piping, ductwork, vessels, and equipment.
5. Noise- and vibration-control elements and systems.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.

   a. Processed concrete finishes.
   b. Ornamental metal.
   c. Roofing.
   d. Firestopping.
   e. Window wall system.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1. It is the contractor’s responsibility to obtain all available existing drawing/documentation information from TCNJ prior to proceeding with any cutting operations. Where sufficient documentation is unavailable it is the contractors responsibility to investigate the existing conditions at any areas to be cut to verify the existing conditions prior to the start of work.
F. X-RAY AND ULTRASONIC TESTING

1. It is the contractor's responsibility to perform x-ray and ultrasonic testing for all cutting and demolition activities for all walls, floors, ceilings, slab, and other concealed areas to verify existing conditions prior to the start of any cutting operations and notify the Architect immediately in writing of any conditions discovered which conflict with proposed work/operations.

G. WARRANTY

H. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer’s written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.

END OF SECTION 017310
SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section Includes:
      1. Demolition and removal of selected portions of structure to accommodate window replacement.
      2. Refer to Demolition Notes on drawings for additional information.

1.3 DEFINITIONS
   A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
   B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
   C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
   D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP
   A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS
   A. Predemolition Conference: Conduct conference at Project site.
      1. Inspect and discuss condition of construction to be selectively demolished.
      2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.
B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
C. Schedule of Selective Demolition Activities: Indicate the following:
   1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner’s on-site operations are uninterrupted.
   2. Use of elevator and stairs.
   3. Coordination of Owner’s continuing occupancy of portions of existing building and of Owner’s partial occupancy of completed Work.
D. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
E. Predemolition Photographs or Video: Submit before Work begins.
F. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.
B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.8 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner’s operations will not be disrupted.
B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
1. contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
   1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

E. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
   1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

F. Survey of Existing Conditions: Record existing conditions by use of measured drawings.
   1. Comply with requirements specified in Section 01322 “Photographic Documentation.”
   2. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
3.2 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse (Window Exhaust Fans).
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable,
protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.3 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner’s property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner’s property and legally dispose of them.

3.4 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 01732