

Gloucester County College

# Request for Proposal

## Construction Manager Consulting Services

Request for Proposal Available

February 3, 2012

Proposal Submission Deadline

February 17, 2012

Anticipated Proposal Award

March 8, 2012

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## LEGAL NOTICE

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### Request for Proposal

Notice is hereby given that Gloucester County College is requesting proposals for **Construction Manager Consulting Services**. Copies of the Request for Proposal are available in the Purchasing Office, 6 Blackwood-Barnsboro Road, College Services Building, Gloucester County College, Sewell, NJ 08080, (856) 415-2202.

Proposals must be submitted by to **the mailing address for the Purchasing Office**, College Services Building, Gloucester County College, 1400 Tanyard Road, Sewell, NJ 08080. The deadline for receipt of proposals is **3:00 p.m. on Friday, February 17, 2012**. Any proposals received after said deadline, whether by mail or otherwise will be returned unopened. No proposals will be accepted after the above referenced date. Proposals must be submitted in sealed envelopes with the name of the RFP clearly marked on the outside of the envelope. Proposals may not be faxed or transmitted over the telephone.

The College assumes no responsibility for delays in any form of carrier, mail or delivery service causing the proposal to be received by the Purchasing Office later than the above referenced scheduled deadline.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. All responsible firms are encouraged to submit proposals. Final selection of firm(s) shall be made by the Gloucester County College Board of Trustees by formal resolution.

The College reserves the right to accept or reject any or all proposals submitted in the best interest of the College. The College further reserves the right to waive any defect or informality in any proposal should it be in the best interest of the College. Proposers are required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and P.L. 77, c. 33.

This Request for Proposals is a fair and open process to obtain competitive proposals from which the College may choose contractors that best meet the College's needs based on the evaluation criteria included within the specifications. The College intends to award any contract for these services pursuant to N.J.S.A. 18A:64A-25.5 and 18A:64A-25.28.

All respondents must comply with P.L. 2001, c.134 & P.L. 2004, c.57 and must submit a copy of the NJ Business Registration Certificate that is issued by the NJ Department of Treasury/Division of revenue with the Request for Proposal. To obtain further information regarding the Certificate, visit the State's web site @ [www.state.nj.us/treasury/revenue/busregcert.htm](http://www.state.nj.us/treasury/revenue/busregcert.htm) or by calling them at (609) 292-1730.

Any business entity that receives in a calendar year \$50,000 or more in aggregate compensation from contracts with a public entity, must annually file with the Election Law Enforcement Commission (ELEC), a political contribution report by a deadline to be established by ELEC, reporting all contributions made to candidates or candidate committees, for a public office that has ultimate responsibility for the awarding of public contracts. ELEC will post the new disclosure form, filing deadline, and disclosure guidelines on their website: [www.elec.state.nj.us](http://www.elec.state.nj.us).

Board of Trustees  
Gloucester County College

Dated this: **3rd day of February, 2012**

by: Dominick Burzichelli  
Vice President and Chief Operating Officer

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## **1.0 PURPOSE**

The Board of Trustees of the Gloucester County College is requesting proposals from experienced and qualified firms to provide Construction Management and Consulting Services on the Gloucester County College campus. Proposals will be evaluated in accordance with the criteria set forth in the RFP.

The anticipated timetable for this request for proposal process is as follows:

- Request for Proposal available February 3, 2012
- Proposal submission deadline February 17, 2012
- Proposal Award Notification March 8, 2012

## **2.0 BACKGROUND INFORMATION**

Gloucester County College, one of New Jersey's largest and most comprehensive community colleges, serves more than 20,000 students annually through more than 151 degree and certificate programs, hundreds of non-credit courses and an array of cultural programming. Since its founding in 1967, the College has provided a high-quality education to more than 251,000 credit students while also enriching the professional and personal lives of thousands of additional area residents.

As the sole community college within Gloucester County, the College embraces its role as an educational leader for the community through its programs and services at its Sewell location.

The College is an important educational and economic asset to Gloucester County, from a marketing communications standpoint. Therefore, the College has several important and quite different target audiences.

- High school graduates planning to pursue a four-year degree can take their first two years at Gloucester County College and then transfer to a four-year college or university.
- High school graduates planning a course of study leading to immediate employment in a wide variety of fields such as nursing, diagnostic medicine, nuclear medical technology, and any number of computer-oriented sciences to name a few.
- Young adults who entered the work force directly from high school and now find themselves wanting to change their career path or improve skills to be more promotable.
- Adults of all ages looking to improve job related skills, or simply pursue self-enrichment courses.
- The business community seeking customized workforce development education and training programs that influence employees to enroll on an individual basis for courses to improve job skills.

Gloucester County College is situated in a highly competitive educational marketplace. Located in the Philadelphia metropolitan area, County residents may choose from numerous four-year colleges and universities, other community colleges in Camden, Cumberland, and Salem Counties and a wide variety of private sector for-profit educational/training providers.

## **3.0 COMPLIANCE WITH LAWS**

The successful individual/firm(s) shall comply with all applicable federal, state, and local statutes, rules and regulations.

Gloucester County College is established under authority of the State of New Jersey and is entitled to exemption from State, Federal, and local taxes.

#### **4.0 BASIC QUALIFICATIONS**

All vendors must:

- Have at least three (3) years experience in providing these types of services for other governmental entities or other private sector entities with multiple work sites.
- Provide at least five (5) references for which these types of services have been performed.
- Have no outstanding or pending complaints and no unsatisfactory record of performance with the County or any other public agency.
- Have the fiscal and administrative capability to provide and manage the proposed services within the proposed timelines.
- Provide evidence of all insurance, indemnifications and assurances as may be required by County, State and/or Federal law.

#### **5.0 SCOPE OF REQUESTED SERVICES**

The Construction Management and Consulting Services Firm (CM) shall act as the Owner's representative/agent during Pre-Construction, Construction and Post-Construction Phases of the proposed project. In all instances the CM shall employ its best efforts to protect the interest of the Owner and further the intended goals and purpose of the project. CM shall be asked to sign a modified B801 CMa 1992 version contract. Minimum services requested:

##### **5.1 Pre-Construction Phase**

- a. Assist with procuring A/E and other design professional services
- b. Provide verification of project budget and develop detailed project budget
- c. Provide summary project schedule including Design Phase, Bid Phase and Construction Phase activity
- d. Participate in design development meetings with Design Team and project stakeholders
- e. Review of contract documents / specifications / drawings for accuracy, completeness and suitability – Constructability Review
- f. Provide cost estimates at 60% and 95% complete design drawings and reconcile with A/E
- g. Advise Owner and Architect of recommended changes to contract documents / general conditions, specifications and drawings prior to Bid / Award Phase
- h. Development of master summary schedule, milestones and phasing plans in conjunction with Architect and Owner to be included in bid documents
- i. Provide advice and guidance regarding bid strategy, bid packaging, etc.
- j. Assist Architect as required in development of competent bidder and subcontractor list
- k. Attend pre-bid conference and assist Architect as required with pre-bid conference issues and questions

- l. Attend bid opening, assist Architect and Owner as required in evaluation of bids received and suitability of lowest responsible bidder or bidders
- m. Assist Architect as required in bid award recommendation
- n. Submit Pre-Construction Phase Report
- o. Develop RFP and provide recommendations for award of quality control testing and inspection services, HVAC testing and balancing

## 5.2 **Construction Phase**

- a. Full-time on site monitoring of contractors (minimum one manager each site)
- b. Share contract administration duties with the Architect; in conjunction with Architect, coordinate roles and responsibilities to ensure the Owner's interests are protected and contract administration is handled effectively and efficiently
- c. Serve as project's primary point of contact throughout Construction Phase
- d. Coordinate construction, testing and inspection activities with facility operations
- e. Lead bi-weekly project meetings between Contractor, Owner and Architect
- f. Attend emergency meetings called by Owner or Architect in response to site problems
- g. Provide appropriate notification to the Owner and Architect when work is not done in accordance with contract drawings
- h. Provide a review and recommendation for all change orders submitted by a contractor
- i. Author and distribute meeting minutes for all project meetings to document action items assigned and any project decisions made
- j. Maintain on-site records of documentation, minutes, shop drawings, inspections, tests, correspondence, etc.
- k. Provide a monthly report to the Owner including an executive summary, progress report, financial report of project, discussion on schedule, project photos, summary of change orders and other critical issues.
- l. Provide a review and recommendation on certified payment applications submitted by contractors
- m. Track Contractors compliance with master project construction schedule, participate in monthly updates
- n. Coordinate as required with Contractor and Design Team for solution to problems encountered during project
- o. Act as a liaison with Owner and Sub-Code Officials and their inspection staff to verify compliance of Contractor work with all applicable building codes and standards
- p. Communicate the results of all inspections conducted by Officials Having Jurisdiction (OHJ) to the Owner and Architect
- q. Keep a daily activity report recording time on the job and a summary of actions and/or activities performed and/or observed while on the project
- r. Maintain, with assistance of Contractor, a properly documented set of as-built drawings on site for incorporation into the final set of permanent drawings prepared by Architect
- s. Assist Owner with coordination of Owner provided items, equipment and installation
- t. Perform aggressive quality assurance (QA) in cooperation with the Owner, Architect and Contractors as the project progresses
- u. Provide the Owner and Architect with digital photograph documentation of the project and/or conditions as required

- v. Prepare and review with Owner and Architect a punch list of items at project completion

### **5.3 Project Close-Out / Post-Construction Phase**

- a. Coordinate completion of punch list items to the satisfaction of Owner and Architect including recommendations for acceptability
- b. Assist Architect in obtaining close-out documents and Owner's manuals pertaining to the project for transfer to the Owner at completion
- c. Assist Architect and Contractors to obtain Certificate of Occupancy
- d. Review and provide recommendation to Owner and Architect regarding final payments and release of retainage amounts
- e. Assist Owner and Architect as requested in evaluation and inspection of building systems involved in the project prior to the expiration of warranties to determine acceptability
- f. Assist Owner and Architect as required in resolution of construction related problems and with required warranty repairs
- g. Turn over all shop drawings, working drawings, and other project documents to Owner

### **5.4 Project Consulting Services**

- a. Provide on-call construction claims, mediation and or dispute resolution services
- b. Provide roof inspection services
- c. Perform HVAC commissioning services on no less than 40% of all HVAC components

Owner will provide a furnished office space at the construction sites with access to a copier, telephone and service, postage, fax machine and internet access. CM to provide all computers, printers, cameras, cell phones, travel expenses, etc.

All on-site staff are subject to review and acceptance by Owner.

This is neither a formal request for bids, nor an offer by the Owner to contract with any party responding to this request. The Owner reserves the right to reject any and all proposals.

## 6 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS

### 6.1 Submission of Proposal

Agencies interested in providing Construction Management and Consulting Services to Gloucester County College shall deliver **five (5) original copies** of their response to this Request for Proposal (RFP), submitted with the proposal, enclosed in a sealed envelope, box, or package to:

Purchasing Department, College Services Building  
Gloucester County College  
1400 Tanyard Road  
Sewell, NJ 08012

Proposals are due in the Purchasing Department by **3:00 p.m. on February 17, 2012**. Proposals may be hand delivered to College Services Building at 6 Blackwood-Barnsboro Road, Sewell, NJ 08080. PLEASE NOTE: **THE OFFICIAL MAILING ADDRESS IS 1400 TANYARD ROAD, SEWELL, NJ 08080**. Proposals received after this deadline will be returned unopened to the originating agency.

To be considered, the proposal must respond to all requirements in the RFP. Any other information believed to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

### 6.2 Required Elements of the Proposal

The following information will be considered as part of the proposal and should be submitted with the proposal:

1. A profile/resume of the person that will be assigned to the Gloucester County College account
2. Company Overview – Provide brief background and experience of firm. Include location of office to provide services, insurance coverage, and any litigation in NJ relative to services you performed. Minimum Requirements: PM shall be NJSDA/NJDPMC qualified for this size project and must show evidence of insurance coverage that meets NJSDA requirements. PM shall produce E&O insurance coverage.
3. Experience – Provide description (project profiles) of similar clients/projects including location, client, architect, services provided, completion date, construction value and contact person.
4. Project Team – Identify all key positions and associated level of effort and function. Include an organization chart and resumes for all persons identified as potential key staff – You are required to identify the Project Executive/Senior Project Manager who will be committed to this project for the duration unless otherwise advised or approved by the Owner. **Minimum qualification requirements** include:

- a. **Project Executive/Senior PM** should have at least 15 years of management experience with a minimum of 10 New Jersey projects of a similar size and scope. Certified Construction Management [CCM] experience preferred.
  - b. **Construction Managers** should have good communication and computer skills, at least 5-10 years of management experience on large public construction projects; or shall have a degree in Architectural, Engineering or Construction Management with a minimum of 5 years of experience. Certified Construction Management [CCM] experience preferred.
5. Management Plan – Provide description of your firm’s approach and specific scope of services for managing projects from inception through completion. Discuss your experience with HVAC commissioning. Outline your quality assurance strategies and specific experience with roof work. Identify any in house expertise proposed for this project including LEED AP’s. Discuss your experience with PLA agreements. Explain your approach to cost estimating. Discuss capability and experience in analyzing and resolving construction claims/disputes. Discuss your experience with web-based project control software and implantation on projects.
6. References – Provide at least five references with contact name, address, telephone and fax numbers.
7. Fee –
  - a. Preconstruction Phase: Provide a single average hourly billing rate for preconstruction activity.
  - b. Construction Phase: Provide hourly rates for the following personnel
    - i. Project Executive
    - ii. Senior Project Manager
    - iii. Assistant Project Manager
    - iv. Construction Manager
    - v. Assistant Construction Manager
    - vi. Roofing Consultant
    - vii. Construction Claims Specialist
    - viii. HVAC Commissioning Agent
    - ix. Scheduling Consultant
    - x. Estimating Consultant
    - xi. Project Controls Specialist
  - c. Post Occupancy: Provide a single average hourly billing rate for Post Construction Phase services as described.
8. Proof of professional liability insurance;
9. Proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement;
10. Statement that the firm has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law;
11. Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;

12. A description of any litigation with New Jersey school districts or other New Jersey Public Entities relative to services performed by the proposer;
13. A description of the proposer's office location and an explanation of the proposer's availability for meetings and conferences at the College's facilities;
14. The forms listed below and located in the Appendix shall be completed and must be submitted to the College as part of your proposal. Failure to return any one of the forms listed below may disqualify your proposal:

- Attachment A: Mandatory Equal Employment Opportunity Language
- Attachment B: Procurement and Service Contracts Language "A"
- Attachment C: Non-Collusion Affidavit
- Attachment D: Stockholder or Partnership Disclosure Requirement
- Attachment E: Non-Construction Contracts Language "New Jersey Business Registration Requirements" (BRC)
- Attachment F: W-9 Form
- Attachment G: Business Registration Certificate

**Submission of the vendor's State of New Jersey Business Registration Certificate (BRC) is required to be submitted with the Proposal.**

Respondents must agree, if applicable, to execute and provide all affidavits, agreements, certificates, statements, authorizations, and other assurances or documents of compliance that Gloucester County College may require by law and by the Board of Trustees.

### **6.3 Process & Timing**

The RFP response will be reviewed by a College selection committee comprised of management and staff. The completeness, thoroughness, and creativity of the agency proposal will be the key factors in this evaluation process.

All proposals must be submitted in strict compliance with the instructions included in this Request for Proposals document. The Owner may refuse to consider a proposal if a proposing firm fails to submit a complete package.

Facsimile or e-mail submissions will not be accepted.

The selection committee will finalize the selection of the agency and forward the recommendation to the Board of Trustees.

## **7.0 CRITERIA FOR THE EVALUATION OF PROPOSALS**

The College will independently evaluate each submission and selection will be made upon the basis of the criteria listed below; however, cost is important to the College. The College may, if deemed useful, attempt to negotiate an acceptable fee with the qualified proposer. The college will make the award that is in the best interest of the College based on cost and other considerations.

- Qualifications, reputation, and prior experience of the bidder for the work at other similar organizations.

- References (satisfaction of former clients)
- Availability to begin and conduct services on schedule.
- Proposals will be reviewed for completion and clarity by designated College staff members.
- Proposal's responsiveness in clearly stating the understanding of the work to be performed in accordance with the College's objectives and cost considerations.
- Ability of the individual/firm to meet the RFP requirement in all areas.
- The cost of the services. (i.e., price proposal).

The Board reserves the right to:

- A. Not select any of the proposals.
- B. Select only portions of a particular proposer's proposal for further consideration (however, proposers may specify portions of the proposal that they consider "bundled".)
- C. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

The board shall not be obligated to explain the results of the evaluation process to any proposer.

The Board may require proposers to demonstrate any services described in their proposal prior to award.

### **7.1 AWARD OF THE CONTRACT**

The successful proposer will be notified, in writing, of the Award of the Contract. The terms of the proposals as submitted by the proposer may be modified as the Owner reserves the right to negotiate the terms of the proposal with its respective proposer.

The successful Construction Management firm will enter into a Form of Contract (a modified AIA B-801) to be prepared by the Board.

### **7.2 PROPOSAL LIMITATIONS**

This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Owner by issuance of this RFP. The Board reserves the right at the Board's sole discretion to refuse any proposal submitted.

### **7.3 USE OF INFORMATION**

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Owner to the proposer in connection with this RFP shall remain the property of the Board. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Board or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

### **7.4 PROPRIETARY INFORMATION**

Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by

any person at the discretion of the Owner. All materials submitted become the property of the Owner and may be returned only at the Board's option.

## **8.0 INSURANCE**

Prior to commencing work under contract, the successful firm shall furnish the College with a certificate of insurance as evidence that it has procured the insurance coverage required herein. Firms must give the College a sixty-day notice of cancellation, non-renewal or change in insurance coverage.

The successful firm must provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this RFP:

### **8.1 Professional Liability**

\$1,000,000 errors and omissions/malpractice per occurrence

### **8.2 Workers Compensation and Employer Liability**

Statutory coverage for New Jersey;  
\$100,000 Employer's Liability  
Broad Form All-States-Endorsement

### **8.3 General Liability**

\$1,000,000 per occurrence. The College shall be named as additional insured with respect to general liability.

### **8.4 Auto Liability**

\$1,000,000 per occurrence/\$1,000,000 aggregate. The coverage is required of the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make on-site visits).

## **9.0 INDEMNIFICATION**

The selected firm shall defend, indemnify and hold harmless the College, its officers, agents and employees from any and all claims and cost of any nature whether for personal injury, property damage or other liability arising out of or in any way connected with the firm's negligent acts or omissions under this agreement.

## **10.0 MISCELLANEOUS REQUIREMENTS**

1. Gloucester County College will not be responsible for any expenses incurred by any individual/firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's ability to satisfy the requirements of this RFP.

Emphasis will be on the completeness and clarity of content as well as the creative ability of the firm.

2. The contents of the proposal submitted by the successful individual/firm and this RFP may become part of the contract for these services. The successful individual/firm will be expected to sign said contract with Gloucester County College.
3. Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the day of opening.
4. Gloucester County College reserves the right to reject any and all proposals received by reason of this RFP, to serve the best interests of the College. Firms whose proposals are not accepted will be notified in writing.
5. Any selected firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement of its rights, title, or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior written consent of the College President or his designee.
6. All responses to this RFP, with the exception of proprietary information, shall be subject to public scrutiny subsequent to the selection of a Construction Manager and Consulting Services. Each vendor must clearly designate in its RFP response any information, which it deems to be proprietary. It is the College's experience that the vast majority of RFP responses contain no proprietary information. Therefore, any such designation must be limited in scope and reasonably based.

## **11.0 CONFLICT OF INTEREST**

The responding individual/firms should disclose any potential conflicts of interest that they may have in performing these services for Gloucester County College.

## **12.0 FEE**

The proposer must submit **in a separate envelope**, a fee proposal for providing the services outlined in this Request for Proposals.

- Preconstruction Phase: Provide a single Lump Sum Cost for preconstruction activities listed in Program A.
- Construction Phase: Provide a monthly fee inclusive of all reimbursables.
- Post Occupancy: Provide a single average hourly billing rate for post construction phase services as described. Also provide a "not-to-exceed" monthly post occupancy fee.
- Provide an alternate fee for commissioning of HVAC equipment. The CX must also include TAB (testing and balancing).

The Owner does not provide payment for or reimbursement for travel expenses, phone, facsimile use, etc.

# APPENDIX

- Attachment A: Mandatory Equal Employment Opportunity Language
- Attachment B: Procurement and Service Contracts Language “A”
- Attachment C: Non-Collusion Affidavit
- Attachment D: Stockholder or Partnership Disclosure Requirement
- Attachment E: Non-Construction Contracts Language “New Jersey Business Registration Requirements”
- Attachment F: W-9 Form
- Attachment G: NJ Business Registration Certificate

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

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

The contractor shall submit to the public agency, after notification of award but not prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.





**ATTACHMENT C**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

ss:

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

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the County of \_\_\_\_\_ and in the State of \_\_\_\_\_

of full age, being duly sworn according to law on my oath depose and say that: I am of the firm of \_\_\_\_\_ the bidder making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Board of Trustees of Gloucester County College relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (Name of Contractor)

\_\_\_\_\_ NJSA 52:34-25

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Also type or print name of affiant under signature)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public of

My commission expires \_\_\_\_\_

**ATTACHMENT D**

**STOCKHOLDER OR PARTNERSHIP DISCLOSURE REQUIREMENT**

Per State of New Jersey Assembly Bill No. 22

Be it enacted by the Senate and General Assembly of the State of New Jersey:

1. No corporation "or Partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any such work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of public funds, by the State or any county , municipality or school district, or any subsidiary or agency of the State, or by an authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation "or partnership who owns 10% or greater interest therein, as the case may be. If one or more such stockholder "or partner" is itself a corporation "or partnership," the stockholders holding 10% or more of that corporations stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every "noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, have been listed."

2. This act shall take effect immediately.

**It is mandatory that this form be completed and submitted with Proposal.**

\_\_\_\_\_  
Vendor Name and Address

\_\_\_\_\_  
Stockholder's Name and Percentage of Ownership

\_\_\_\_\_  
Use reverse side of sheet for other stockholders

\_\_\_\_ No individual stockholder or partner owns 10% or more of this corporation or partnership.

by \_\_\_\_\_  
Name of Contractor                  Address

Subscribed and sworn to \_\_\_\_\_  
(type or print name of affidavit along with signature)

Before me this                  day of                  20                  .

\_\_\_\_\_  
Notary Public of  
My commission expires

**ATTACHMENT E**

**P.L. 2004, c.57**

**Non-construction Contracts Language**

**“New Jersey Business Registration Requirements”**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection of e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**ATTACHMENT G**



**GLOUCESTER  
COUNTY COLLEGE**

learning for real life ■■■■■

To: Business Partner of Gloucester County College

The State of New Jersey, pursuant to Executive Order #34, is requesting that all vendors doing business in the State of New Jersey respond to the following:

Please check all that apply:

- Minority Business Enterprise
- Minority Women Business Enterprise
- Small Business Enterprise
- Small Minority Business Enterprise
- Small Minority Women Business Enterprise
- Small Woman Business Enterprise
- Women Business Enterprise
- Non-Small, Minority, and/or Women Business Enterprise

Please check all that apply:

(Optional)

- African Americans     Asian Americans     Hispanic Americans
- Caucasian Women     Native Americans

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Signature of Authorized Agent \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Please return this questionnaire ASAP to Ed Smith, Gloucester County College, 1400 Tanyard Road, Sewell, NJ 08080, or FAX to 856-464-1501.

  
Elizabeth Hall  
Controller