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BIDDER'S CHECKLIST

- Bidder's Checklist (This Form – Please include this form and check off that the sections are included).

FAILURE TO SUBMIT THE FOLLOWING FORMS WITH THE BID SHALL BE CAUSE FOR REJECTION

- BID FORM - PART A
- BID FORM - PART B - ALTERNATES
- Acknowledgment of Receipt of Addenda / Clarifications. If no Addenda / Clarifications are issued, then check the Box
- Statement of Ownership
- Disclosure of Investment Activities in Iran
- Bid Bond
- Consent of Surety

FAILURE TO INCLUDE THE FOLLOWING FORMS WITH THE BID SUBMISSION MAY BE CAUSE FOR REJECTION

- Hold Harmless Agreement
- Certification Regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Approved Apprenticeship Form
- Affirmative Action Requirements
- Exhibit B Mandatory Equal Employment Opportunity Language
- Non-Collusion Affidavit
- Notice of Classification issued by the State of New Jersey Department of the Treasury Division of Property Management and Construction
- Total Amount of Uncompleted Contracts (Form DPMC 701)
- No Material Change of Circumstances
- Appendix A Americans with Disabilities Act of 1990
- Letter of Assent
- C.271 Political Contribution Disclosure Form

BIDDER'S CHECKLIST

- For Each Prime Subcontractor Listed on your Form of Proposal, please include the following with your bid package:

A valid and active DPMC Notice of Classification, a Total Amount of Uncompleted Contracts Affidavit (form DPMC 701), No Material Adverse Change of Circumstances Form, Trade License (if applicable)

TRADE	Subcontractor Name	DPMC Notice of Class	Uncompleted Contacts	No Material Change	Trade License	Bus. Reg.	Public Works Certificate
GENERAL					N/A		
HVAC							
PLUMBING							
ELECTRICAL							

THE OWNER REQUESTS THAT THE FOLLOWING BE PROVIDED WITH THE CONTRACTOR'S BID PACKAGE (THESE CERTIFICATES MUST BE PROVIDED PRIOR TO THE AWARD OF THE CONTRACT):

- Public Works Contractor Registration Certificate (Bidder and Each Prime Sub-contractor)
- Business Registration Certificate (Bidder and Each Prime Sub-Contractor)

NOTICE TO BIDDERS

Sealed bids will be received by The Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester at the Gloucester County Institute of Technology Board Office located in the 600 Wing at 1360 Tanyard Road, Sewell, New Jersey 08080 until **3:00 P.M.** local time on **Wednesday, March 11, 2020** and will be publicly opened and read immediately thereafter, at said place for the **Renovations to the Gloucester County Special Services Schools including Bankbridge Elementary School and Bankbridge Regional School.**

It is expressly understood that the bidder is responsible for getting the bid proposals to the Business Administrator prior to the time and date set for the bid opening. Any bid received after the closing time will be returned unopened. In order to be considered, bids must be sealed and outer envelope clearly marked with the name of the bidder and the following: **Renovations to the Gloucester County Special Services Schools including Bankbridge Elementary School and Bankbridge Regional School.**

The bidders are requested to submit in accordance with N.J.S.A. 18A:18A-18(b)(2) one Lump Sum Bid for all the work and materials. Bidders and/or their subcontractors must be pre-qualified by the New Jersey Department of Treasury, Division of Property Management and Construction (DPMC) in each of the following categories, pursuant to N.J.S.A. 18A:18A-27.1 et seq.: C008 – General Construction or C009 General Construction / Alterations and Additions ; C032 – HVACR; C030 – Plumbing; and C047 – Electrical. The Bidder and named Prime Subcontractors listed must be pre-qualified prior to the date that bids are received.

Drawings, Specifications and other documents constituting the Contract Documents may be examined without charge at the office of Garrison Architects, 713 Creek Road, Bellmawr, New Jersey 08031 (856) 396-6200 ext. 0 between the hours of 9:00 A.M. and 4:00 P.M. The Contract Documents may be purchased at any of the above offices for the **NON-REFUNDABLE FEE** of \$125.00 (One Hundred Twenty-Five Dollars) made payable to Garrison Architects. If Shipping of Bid Documents is required bidders may provide their direct shipping account number to Garrison Architects.

Proposals must be accompanied by a certified check, bank cashier's check, treasurer's check or Bid Bond in the form provided in the Contract Documents, with corporate surety satisfactory to the Owner, in an amount not less than 10% of the Base Bid (but in no case in excess of \$20,000.00, pursuant to N.J.S.A. 18A:18A-24), naming as payee or obligee, as applicable, **The Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester**, to be retained and applied by the undersigned as provided in Contract Documents in case bidder would default in executing the Agreement or furnishing the required bonds and insurance certificates as required by Contract Documents.

Prospective bidders are advised that this Project is one which will be subject to and will be governed by provisions of New Jersey State Law governing (a) Prequalification of Bidders N.J.S.A. 18A:18A-26 et seq.; (b) Prevailing Wage Rates N.J.S.A. 34:11-56.27; (c) Use of Domestic Materials, N.J.S.A. 18A:18A-20 including any amendments and supplements thereto; (d) Ownership Disclosure Certification N.J.S.A. 52:25-24.2; and (e) disclosure of investment activities in Iran in accordance with P.L.2012, c.25 and N.J.S.A. 18A:18A-49.4.

Prospective bidders are advised that the Project is subject to a Project Labor Agreement (PLA). The PLA will be binding upon all contractors and subcontractors performing on-site Project work, as defined in Article 3 of the PLA.

NOTICE TO BIDDERS

The Public Works Contractor Registration Act N.J.S.A. 34:11-56.48 et seq. requires that the Contractor and Subcontractors must be registered at the time of Bid. The Owner is requesting that copies of the Certificates be included in the Contractor's Bid Package. Pursuant to N.J.S.A. 52:32-44 all business organizations that do business with a local contracting agency are required to be registered with the State and provide proof of their Registration with the New Jersey Department of Treasury, Division of Revenue before the contracting agency may enter into a contract with the business.

In addition, and pursuant to N.J.S.A. 18A:18A-25, each bid must be accompanied by a certificate from a surety company stating it will provide said bidder with a bond in such sum as required by the above referenced statute.

No bid may be withdrawn for a period of sixty (60) days after the dates set for the opening thereof. The right is reserved to reject all bids pursuant to N.J.S.A. 18A:18A-22 or to waive minor informalities or non-material exceptions.

Bidders are required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The Time Schedule for the project is as follows:

Friday	01/31/20	Bid packages available for Pick-up
Monday	02/03/20	Non-Mandatory pre-bid meeting at 3:00 P.M. at the Gloucester County Institute of Technology, in the Administration Building which is in the 600 Wing, 1360 Tanyard Road, Sewell, New Jersey 08080
Tuesday	02/25/20	Deadline for written Questions to Garrison Architects at 5:00 P.M.
Thursday	02/27/20	Last date for addenda to be faxed to Bidders (If Necessary)
Wednesday	03/11/20	Bids Due at 3:00 P.M. at the Gloucester County Institute of Technology, in the Administration Building which is in the 600 Wing, 1360 Tanyard Road, Sewell, New Jersey 08080

By Order of the Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester
Amy Capriotti, CPA, Assistant Superintendent of Business / Board Secretary

INSTRUCTIONS TO BIDDERS

(The following instructions shall be adhered to in the preparation of this proposal by the Bidder.)

1. DEFINITIONS

- a. Owner: The term "Owner" as used in the Contract Documents refers to

**The Board of Education of the
Special Services School District and the Vocational School District of the
County of Gloucester
1360 Tanyard Road
Sewell, New Jersey 08080**
- b. Architect: The term "Architect" refers to Garrison Architects, 713 Creek Road, Bellmawr, New Jersey 08031, (856) 396-6200, Fax (856) 396-6205.
- c. Construction Manager: The term "Construction Manager" refers Greyhawk, 2000 Midlantic Drive, Suite 210, Mount Laurel, New Jersey 08057, Telephone (856) 722-1800, Fax (856) 722-1806.
- d. Contractor: The term "Contractor" refers to the Contractor to whom an award is made to perform the work under the Contract enumerated in the Notice to Bidders.
- e. School Facilities Project: This is the construction project which is the subject of this specification.

2. PREPARATION OF PROPOSALS

- a. Proposals shall be submitted on the Bid Form, hereto attached, or on an exact copy thereof which contains identical language and is in a substantially similar format. All blank spaces of the form shall be fully completed in accordance with these instructions, without variation, and there shall be no interlineations, deletions or additions. Base Bid Sum shall include the allowance and shall be stated both in writing and in figures; and, in case of discrepancy, written words shall be considered as being Bid Price.

Submit bid in duplicate (1 original and 1 copy).
- b. Proposal shall not contain recapitulations of the work to be done. No oral, telegraphic or telephonic communications or modifications shall be considered.
- c. Proposals shall be addressed to the Owner whose name appears in Paragraph 1a of the Instructions to Bidders; it shall be mailed or delivered to the address stated in the Advertisement, enclosed in an opaque sealed envelope, marked with the name of the Project and Bidder; and must be received by not later than the time designated in the Advertisement. No responsibility will attach to Architect or Owner for premature opening of a bid which is not properly identified.

INSTRUCTIONS TO BIDDERS

3. DISCREPANCIES OR OMISSIONS: BIDDER'S RESPONSIBILITY

- a. Bidders who find discrepancies in or omissions from the Contract Documents or are in doubt as to their meaning should at once notify the Architect in writing no later than 5:00 P.M. on the date set forth in the "Notice to Bidders". If it is deemed necessary, instructions in the form of Addenda / Clarifications to Specifications and / or Drawings will be issued to all Bidders by fax on the date set forth in the "Notice to Bidders". Owner or Architect will not be responsible for any oral instructions. **It will be assumed with the submission of the proposal that the Bidder has fully examined the site, the Drawings and the Specifications, and has made provisions for construction under the conditions as set forth and is responsible for seeing that his proposed Subcontractors are familiar with requirements of Contract Documents so far as applicable to their work.**
- b. Proposals shall be based upon Drawings, Specifications and other documents constituting the Contract Documents referred to in the Advertisement, bound herewith, including related Addenda / Clarifications issued by Garrison Architects and may not be withdrawn for a period of 60 days after date set for receiving bids. Any proposal which has been opened by the Owner may not be withdrawn during the period specified in the Advertisement, bound herewith, as the period during which proposals may not be withdrawn by Bidders, except as specifically permitted by law.

4. BID SECURITY: FORFEITURE

- a. Proposals shall be accompanied by a certified check, cashier's check or treasurer's check drawn on banks or trust companies insured by the Federal Deposit Insurance Corporation, or BID BOND IN THE FORM PROVIDED IN THE CONTRACT DOCUMENTS, with corporate surety satisfactory to the Owner, in an amount of not less than 10% of the Base Bid (but in no case in excess of \$20,000.00, pursuant to N.J.S.A. 18A:18A-24), to be retained and applied as provided, in case the Bidder should default in executing the Agreement and furnishing the required insurance certificates within ten (10) days after notice that an award has been made to him or in case the Bidder should default in furnishing the required Performance and Payment Bond as required by the Contract Documents. The Surety shall be authorized to do business in New Jersey.
- b. Bid securities of the three lowest responsible Bidders for each Contract will be retained until Contract Documents have been properly executed by Bidder to whom Contract is awarded but in no event exceeding 60 days after bid opening. In the event that a Bid Bond is submitted with the proposal, the Bidder shall make certain that a proper power of attorney evidencing the authority of the agent of the surety to execute the Bid Bond is furnished therewith.
- c. Bidders who intend to submit a Bid Bond as the required security with their bids must use the form of Bid Bond provided or its legal equivalent. Such bidders must also provide a Power of Attorney for the Attorney-In-Fact who issued the Bond, which document must be currently dated and valid for the entire amount of the Bond.

INSTRUCTIONS TO BIDDERS

5. CONSENT OF SURETY

Pursuant to N.J.S.A. 18A:18A-25, bids shall be accompanied by a Consent of Surety assuring that satisfactory arrangements have been made between the Surety and the Bidder, by which the Surety agrees to furnish the Bidder with a Performance Bond and Payment Bond, each in the stated amount of one hundred percent of the Contract amount. The Consent of Surety shall be executed by an approved Surety Company authorized to do business in the State of New Jersey. The Surety's consent and guarantee to issue the Performance and Payment Bonds must be unconditional. **Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds shall be cause for rejection of the Bid.**

6. AWARD OF CONTRACT

- a. Competency and responsibility of Bidder, including ability to complete the Project within the time specified, will be considered in making award. The Owner reserves the right to reject all bids and to waive minor informalities or non-material exceptions in the bid, in accordance with applicable law. Proposals may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. Proposals in which the prices are unbalanced may be rejected. Claims on account of mistakes in or omissions in bids will not be considered, except as specifically permitted by law.
- b. The Owner reserves the right to reject all bids pursuant to the Public School Contract Laws, or to waive minor informalities in the bidding if it is in the Owner's best interest to do so. The Owner reserves the right to reject the Bid of any Bidder who, in the judgment of the Owner and in accordance with the law, is not in a position to perform the Contract. The Owner reserves the right to disqualify a Bidder with whom the Owner (the BOE), and/or any other school district in the State of New Jersey, had prior negative experience(s) as defined and in accordance with N.J.S.A. §18A:18A-4(b)(1) *et seq.*
- c. Before awarding a Contract, the Owner may require apparent low Bidder for the Contract to provide proof that the bidder possesses the necessary equipment that will be required to complete this project.
- d. The award of Contract or rejection of bids will be made within sixty (60) days of the Bid Opening. The Owner can extend this period if both parties agree to such an extension.
- e. If awards are made, the Owner will execute the Agreement within twenty-one (21) days after the Contractor executes and delivers same to Owner, accompanied by insurance certificates, Performance and Payment Bonds, and all other documents required for submission by the Owner and Architect. This time may be extended due to Board Solicitor's review of the Agreement.
- f. Copies of Agreement and Performance and Payment Bond forms included with these Specifications exemplify type of Contract forms that the successful Bidder will be required to execute before or after award has been made, as contemplated by Contract Documents and as required by State law in case of such Bonds.
- g. The Contract is subject to the appropriation of funds per N.J.A.C. 6A:23A-21.1.

INSTRUCTIONS TO BIDDERS

7. CHANGES PRIOR TO OPENING OF PROPOSALS

- a. During the period allowed for the preparation of bids, the Architect may furnish the prospective Bidders Addenda/Clarifications setting forth additions to or alterations of the Contract Documents, which additions or alterations shall be included by each Bidder in the computation of amounts to be inserted by him in the proposal which he submits, and which Addenda / Clarifications shall become a part of such Contract Documents as if the same were fully incorporated herein.
- b. It shall be the duty of each prospective Bidder to ascertain what Addenda / Clarifications, if any, have been issued by the Architect, which may affect the work to be covered by his proposal, and to inform his prospective Subcontractors thereof to the extent that they may be affected.
- c. Any Addenda / Clarifications issued by the Architect will be sent by fax to each prospective Bidder of whom the Architect shall have a record.

8. START OF WORK

Shop Drawings, Submittals, etc. can be commenced after Notice to Proceed has been given by Owner or Architect.

9. COMPLETION OF THE PROJECT

The project must be completed by the date set forth in the Notice to Bidders and/or Section 01010- Summary of Work.

10. BONDS AND INSURANCE

Requirements for Bonds and Insurance are stated in these Instructions to Bidders, Specifications and the AIA Document A201 – 2017 General Conditions of Contract for Construction. Performance and Payment Bond is required in the amount of 100% of Contract price for each Bond. A Two (2) year Maintenance Bond is required in the amount of 100% of the Contract.

Performance and Payment Bond and Maintenance Bond need not be submitted with the Bidder's proposal. Performance and Payment Bond shall be in compliance with requirements of New Jersey Public School Contracts Law.

11. STATEMENT OF BIDDER'S QUALIFICATIONS

In accordance with N.J.S.A. 18A:18A-26 (et seq.) each Bidder must submit with their bid (and each of its Prime Subcontractors) the following documents from the State of New Jersey's Department of the Treasury, Division of Property Management and Construction:

(1) A NOTICE OF CLASSIFICATION indicating that they are qualified to bid on the public work as specified herein. The bidder and/or named Prime Subcontractors must be pre-qualified by the New Jersey Department of Treasury, Division of Property Management and Construction, prior to the date that bids are received. The required categories are: C008 – General Construction or C009 General Construction / Alterations and Additions, C032 – HVACR, C030 – Plumbing, and C047 – Electrical; and

(2) a TOTAL AMOUNT OF UNCOMPLETED CONTRACTS affidavit (Form DPMC 701) duly signed and notarized with the corporate seal affixed.

INSTRUCTIONS TO BIDDERS

All bidders will also be required to comply with the requirements of N.J.S.A. 18A:18A-32 in terms of an affidavit of no material adverse change in qualification information since the latest statement and submit the same for each Prime Subcontractor.

12. NEW JERSEY PREVAILING WAGE RATE / PUBLIC WORKS CONTRACTOR REGISTRATION

Bidders are required to comply with the State Prevailing Wage Rate for Public Works, N.J.S.A. 34:11-56.25 et seq., as amended.

Contractor shall ensure that all workers employed in the performance of this Contract shall be paid not less than the Prevailing Wage Rate designated for this locality by the Commission of Labor and Workforce Development. If it is found that any worker employed by the Contractor or any Subcontractor has been paid less than the Prevailing Wage Rate, the Owner may terminate the Contract. Owner reserves right to seek indemnification and/or damages from Contractor and/or its subcontractors for its failure to comply and/or violations of New Jersey Labor Laws.

The Contractors can reference the State of New Jersey Department of Labor and Workforce Development Website <https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html> to view current Prevailing Wage Rates. The official wage rates are ordered upon award of the contract.

The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. (the Act) requires that Contractors (and Subcontractors) must be registered pursuant to the Act prior to submitting a bid. The Bidder should provide a copy of its Public Works Contractor Registration Certificate at the time of submission of the bid proposal. The Contractor shall enter into subcontracts only with subcontractors who are registered pursuant to the Act. After the bid is made and prior to awarding of the contract, the Bidder shall submit the certificates of registration of all subcontractors listed in the bid proposal

13. BUSINESS REGISTRATION AND USE TAX

Pursuant to N.J.S.A. 52:32-44, The Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

INSTRUCTIONS TO BIDDERS

During the course of contract performance:

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

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

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

14. OWNERSHIP DISCLOSURE CERTIFICATION

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

INSTRUCTIONS TO BIDDERS

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

This Ownership Disclosure Certification form shall be completed, signed and notarized.

15. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58 and N.J.S.A. 18A:18A-49.4, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of 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 Board finds a person or entity to be in violation of the principles which are the subject of this law, they 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.

16. N.J.S.A. 10:5-31, et seq. AFFIRMATIVE ACTION REQUIREMENTS

Pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented, the following Affirmative Action Against Discrimination on the Project will be a condition of the Contract. The Bidder, its subconsultants and subcontractors shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27-1.1 et seq. and shall guarantee to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer.

17. The Owner has determined that it would be in the best interest of this particular project, and reasonably related to the specific work to be performed, that all bidders be required to participate in an approved apprenticeship program pursuant to standards established under the Department of Wage and Industry Act of 1948 (N.J.S.A. 34:1A-34 et. seq.). This requirement may be met by either showing a written agreement with a Union with an appropriate apprenticeship program, or by maintaining an in-house program that materially follows the guidelines for apprenticeship set forth by the Union of the same trade:

All subcontractors used by the bidder shall also have an approved apprenticeship program.

If a bidder or sub-contractor does not have its own approved apprenticeship program as set forth above, the requirement may be met by showing that the bidder and/or their subcontractor has a written agreement with a Union which has an appropriate apprenticeship program.

The Bidders shall include with the bid the "Approved Apprenticeship Form for Construction Projects" contained in the Specifications.

INSTRUCTIONS TO BIDDERS

18. N.J.S.A. 10:2-1. Antidiscrimination Provisions

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which 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.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (*C.18A:18A-51 et seq.*).

19. DOMESTIC MATERIALS

Pursuant to N.J.S.A. 18A:18A-20, Contractor shall use only domestic materials whenever available on Public Works, as specified in the Conditions of Contract.

20. SUBSTITUTION REQUESTS

Please refer to Specification Section 01300, "Submittals." "Or Equal" substitutions are permitted so long as they are equal to or superior to the basis of design and the Contractor takes full responsibility for all coordination and costs associated with collateral issues related to the substitution. No Substitutions will be reviewed during the bidding process. The Contractor takes full responsibility for all substitutions. Substitution submittals shall be made **no later than 30 days after Notice to Proceed** in order to provide time for comparison review. All submittals after 30 days shall be in strict accordance with the basis of design / specified products. **No "or equal" Substitutions will be considered after 30 days.**