

REQUESTS FOR PROPOSALS

for

**GENERAL CONSTRUCTION SERVICES
(PURSUANT TO “TASK ORDERS”)**

for

SCHOOL FACILITIES PROJECTS

Contract No.: GP-0127-C01

Issued Date: April 15, 2009

Pre Bid Meeting Date: April 24, 2009

Proposal Due Date: May 13, 2009

**GENERAL CONSTRUCTION SERVICES
REQUEST FOR PROPOSALS (“RFP”)**

INTRODUCTION

The New Jersey Schools Development Authority (“NJSDA”) is seeking the services of Contractors to provide general construction services. These services will be performed on new and existing NJSDA projects throughout the state.

This General Construction Services Request for Proposals consists of the following:

1. Request for Proposals
2. Attachment A: Project Rating Proposal
3. Attachment B: Price Proposal
4. Attachment C: Scope of Services
5. Attachment D: Agreement & General Conditions
6. Attachment E: Safety Manual

The Authority intends to enter into a “General Construction Services Task Order Contract” for the Northern and Southern regions of the State. The North/South dividing line is the Interstate 195 corridor from Trenton to Spring Lake Heights. Every city on the dividing line, including Trenton, is part of the Southern region. A contractor is required to identify, in its bid, whether the bid is submitted for the Northern region, the Southern region, or both. If no identification is set forth, the bid will be considered only for the region in which the contractor’s head office is located.

The Authority intends to award to a minimum of three (3) firms for the Northern region and to a minimum of three (3) firms for the Southern region, located throughout the State, in accordance with this solicitation. The maximum amount of compensation payable per firm per region pursuant to this “General Construction Services Task Order Contract” shall not exceed \$5,000,000. Individual project packages will range in dollar value with a maximum Construction Cost Estimate (CCE) of \$3,000,000. All work is to be compensated on a time and material basis pursuant to the terms of the contract documents. An individual project amount is subject to increase at the discretion of the NJSDA in the event of unforeseen project conditions.

Only those firms with a Project Rating Limit (PRL) of \$3,000,000 or greater will be considered for award. Awards will be made to multiple responsive firms (number of awards to be determined by the NJSDA) that submitted the lowest Cost Multiplier in their Price Proposal pursuant to the terms of the contract documents. The “General Construction Services Task Order Contract” shall expire June 30, 2010. Firms receiving an award will be the sole contractors for General Construction Services Task Orders.

The Term of the Agreement shall extend for a period of one (1) year or until all obligations of the Contractor to deliver services pursuant to any Task Order have been performed to the satisfaction of the Authority, whichever is later; unless at the sole option of the Authority, it is extended, in which case the Term shall extend from the Effective Date through such additional period or until all obligations of the Contractor to deliver services pursuant to this Agreement have been performed to the satisfaction of the Authority, whichever occurs later.

It shall be entirely within the Authority’s discretion whether to issue any Task Order or any number of Task Orders to a Contractor during the Term of the Agreement. The Authority may issue Task Orders to one or more Contractors (also engaged by the Authority), requiring the performance of other services at the same proposed site. Task Orders will be assigned as follows:

1. All firms awarded a contract in a specific region will be issued task order assignments on a rotational basis. In each instance, the next firm on the list in the relevant region will be offered the next task order assignment, as long as the firm confirms, in writing, that it is able to perform the requested work in the time frame specified by the NJSDA. If that firm does not or cannot provide such a confirmation, the task order assignment will be offered to the next firm on the list that can and does provide such confirmation. It is the intent of the NJSDA that, to the extent possible, all firms in a specific region will receive a task order assignment before any firm receives a second task order assignment (exclusive of task orders assigned in accordance with 2 below).
2. Under certain conditions, the NJSDA reserves the right to request lump sum bids for a task order assignment from all firms within a specific region. The assignment of the task order, under this condition, will be the lowest responsive price

proposal.

3. No firm included in the task order pool will be assigned a task order for any project on which it has previously performed work.

Any firm responding to this RFP **must be** classified by the Department of Treasury, Division of Property Management and Construction and the NJSDA in C006 Construction Manager as Constructor, C008 General Construction, C009 General Construction/Alterations and Additions or C1010 Construction Management **as of the due date for this RFP.**

Responses to this RFP must be received by the NJSDA Trenton Office by 2:00 PM on May 13, 2009.

These documents must be read in their entirety as they define the scope of services and responsibilities of the Contractor and the NJSDA. A firm submitting a Proposal for General Construction Services must review and be thoroughly familiar with all terms and conditions of these documents.

A mandatory prebid meeting will be held on April 24, 2009 at 10:00 AM at the NJSDA Trenton Regional Office, 1 West State Street, Trenton, NJ 08625. All firms wishing to submit a proposal must attend the prebid meeting. Questions and/or concerns relating to the provisions of this procurement may be addressed pursuant to the instructions given at the pre-bid meeting. In the event that the NJSDA determines, at its sole discretion, that additional pre-bid meetings need to be held in order to increase the pool of bidders, it shall schedule subsequent pre-bid meetings.

Upon award, the NJSDA shall forward the Agreement for General Construction Services (the "Agreement") to the selected firms for immediate execution. No modifications of the Agreement will be accepted.

INSTRUCTIONS FOR SUBMITTING A PROPOSAL

Firms responding to the RFP shall thoroughly familiarize themselves with the RFP to ensure responsiveness in their submission. The submission is to consist of the following:

1. Project Rating Proposal
2. Price Proposal
3. Business Registration Certificates for State Agency and Casino Service Contractors issued by the Department of Treasury, Division of Revenue
4. Certificates of registration issued pursuant to "The Public Works Contractor Registration Act," P.L. 1999, c. 238 by the Department of Labor and Workforce Development

Proposals Package Mailing Instructions

The firm must submit one (1) original copy of the submission no later than **2:00 PM on May 13, 2009** as follows:

If submitting by hand or overnight delivery, at the:

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
Procurement & Contract Services
1 West State Street – 1st Floor
Trenton, New Jersey 08625-0991
Attention: Susan Brown, Sr. Procurement Analyst
Subject: General Construction Services Proposal**

If submitting by U.S. Mail, address packages to:

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
Procurement & Contract Services
P.O. Box 991
Trenton, New Jersey 08625-0991
Attention: Susan Brown, Sr. Procurement Analyst
Subject: General Construction Services Proposal

Faxed or e-mailed submissions shall not be accepted.

The New Jersey Schools Development Authority (“NJSDA” or “Authority”) will not permit a firm engaged by the NJSDA as a project management firm (“PMF”) or construction management firm (“CM”) to bid as a prime or act as a sub-contractor for this NJSDA managed project. Sub-contractors to the PMFs/CMs are prohibited from working as primes or sub-contractors in the region(s) for which they are on a PMF/CM team.

EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

The Contractor shall examine all Contract Documents, noting particularly all requirements that will affect the Contractor’s work in any way. Contract Documents are defined as all the documents identified in the Authority’s General Conditions at Section 1.0.

Failure of a Contractor to be acquainted with the amount and nature of work required to complete any applicable division of the work, in conformity with all requirements of the project(s) and the package as a whole, will not be considered as a basis for additional compensation.

The Contractor shall evaluate each project site and related conditions, including without limitation the following:

- The condition, layout and nature of each project site and surrounding areas;
- The availability and cost of labor;
- The availability and cost of materials, supplies and equipment;
- The cost of temporary utilities required in the bid;
- The cost of any permit or license required for the projects and not obtained by the Authority;
- The generally prevailing climatic conditions; and
- Conditions bearing upon transportation, disposal, handling, and storage of materials.

Unless otherwise specified in the Contract Documents, borings, test excavations and other subsurface information, if any, are provided solely to share information available to the Authority and any use of or reliance upon such items by the Contractor is at the risk of the Contractor.

PRE-BID MEETING AND ADDENDA

All Contractors must attend the mandatory pre-bid meeting. No Project Rating Proposal will be accepted from any Contractor that fails to attend the mandatory pre-bid meeting.

The mandatory pre-bid meeting will be held as set forth in the Bid Advertisement appearing in selected newspapers and at the Authority’s website: www.njsda.gov.

The Authority must issue Addenda, at least seven (7) business days prior to the date scheduled for receipt of the Price Proposals, excluding Saturdays, Sundays and legal holidays, to clarify, interpret, correct or change the Contract Documents. The Authority’s authorized and approved Project Management Firm (PMF) or Construction Management Firm (CM) shall provide copies of Addenda only to firms that purchased the Contract Documents, attended the mandatory pre-bid meeting and submitted a Project Rating Proposal. Failure to acknowledge the addenda, and include such acknowledgement with the Price Proposal, may result in the rejection of the Price Proposal.

Contractors shall not rely on any oral answers to questions raised at the pre-bid meeting or at any other time. Contractors shall not rely on any interpretation or clarification of or correction or change to the Contract Documents unless it is in the form of a written Addendum.

INTERPRETATION

If the Contractor has any questions or finds any perceived error or omission in the Contract Documents or any conflict or discrepancy within the Contract Documents or between the Contract Documents and any applicable provision of law, the Contractor shall submit a written request to the Authority's Procurement Division for interpretation or clarification. Failure to submit said question or request for information shall be deemed a waiver for any claims for future compensation regarding discrepancies within the Contract Documents.

The Contractor shall be responsible for delivery of such requests no later than ten (10) business days prior to the Price Proposal opening date.

All responses to such requests shall be in the form of written Addenda.

The submission of a Price Proposal is conclusive evidence that the Contractor has completely reviewed the Contract Documents and fully understands and agrees to all of the requirements, terms and conditions set forth therein.

STANDARDS

The articles, devices, materials, equipment, forms of construction, fixtures and other items named in the specifications to denote kind and quality shall be known as standards and all bids shall be based upon those standards.

Where two or more standards are named, the Contractor may furnish any one of those standards.

BIDDING DOCUMENTS

Plans and specifications will be made available to the Contractor for review at the time of project assignment.

COPIES OF THE DRAWINGS AND SPECIFICATIONS

Unless otherwise specified in the Contract Documents, the Project Management Manager, Project Management Firm Manager, or Construction Management Firm Manager shall furnish to the successful Contractor, free of charge, one (1) set of the Project Manual, Drawings, Specifications and Addenda.

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

In accordance with Article 9.2 of the Authority's General Conditions, the Authority has elected to implement an Owner Controlled Insurance Program (OCIP) to provide Workers' Compensation, Employers Liability, General Liability, Excess Liability, and Builder's Risk Coverage for Contractors and eligible Subcontractors, of any tier, providing direct labor to the Project. The Authority agrees to pay all premiums associated with the OCIP, including deductibles or self-insured retention (giving the Contractor and Subcontractors first dollar coverage), unless otherwise stated in the contract documents. While the OCIP is intended to provide broad coverage and high limits, the OCIP is not intended to meet all the insurance needs of the Contractor or Subcontractors. Participation in the OCIP Program is mandatory, but not automatic, unless otherwise determined by the Authority.

The Contractor agrees to submit Price Proposals **Net of Insurance**, excluding all applicable insurance expenses and policy costs allocated to the Project for Workers' Compensation, Employers Liability, General Liability, Excess Liability, and Builder's Risk insurance.

The Contractor and its Subcontractors shall be required to comply with all provisions of the applicable Project Safety Manual as such compliance has a direct bearing on the insurance costs of the Authority. Some of these provisions may have additional cost implications, which could impact the bid price.

Subcontractors not enrolled in the OCIP will be required to maintain their own insurance and will be required to participate in the Project Safety Program as defined in the Authority's General Conditions.

PROJECT RATING PROPOSAL

A Contractor must first submit the "Project Rating Proposal", which consists of information regarding the "other factors" which will be evaluated by the Authority. The Authority will determine a Contractor's Project Rating Limit based on this Proposal. A project rating is effective for 24 months, and a firm may request that the SDA apply that rating to a particular bid, provided there has been no negative change in the evaluative criteria upon which the rating is based.

This Project Rating Proposal is an evaluation of "other factors" as required by the Educational Facilities Construction and Financing Act, P.L. 2000, c.72. Analysis of the information submitted in this Project Rating Proposal will provide a Project Rating Limit for this procurement.

Failure to include all of the required information may preclude the Contractor from achieving a Project Rating Limit sufficient to be considered for award.

SUBMISSION OF PROJECT RATING PROPOSAL

All Contractors are required to submit a completed Project Rating Proposal on or before the date and time listed in the Bid Advertisement. **Faxed or emailed copies will be rejected.**

Contractors shall fill in all relevant blank spaces in the Project Rating Proposal form in ink or by typewriting.

The Contractor must sign the Project Rating Proposal form in ink and all signatures **must be original**. If the Contractor is a corporation, partnership or sole proprietorship, the legal name of the Contractor shall be printed or typed on the line provided. The Project Rating Proposal **must be** signed by an officer, partner or principal of the firm, as applicable, witnessed and the Corporate Seal must be affixed to the signature.

Projects listed on the Project Rating Proposal must be the experience of the Contractor and must have been **completed** within the past seven (7) years. "Completed" is defined as projects where - at a minimum - a Temporary Certificate of Occupancy (TCO) has been granted or in the case where a new or amended certificate of occupancy is not required, projects that are 100% complete.

Do not submit a separate list of projects to be used as references.

All Contractors shall submit a copy of a valid Business Registration Certificate for State Agency and Casino Service Contractors issued by the Department of Treasury, Division of Revenue.

The Contractor must provide at least **two (2) projects**, but preferably four (4) projects, meeting the above criteria or it will be deemed ineligible to submit a Price Proposal.

The Project Rating Proposal of the successful Contractor with whom the Authority executes a contract will be incorporated into the Contract Documents, as if fully rewritten therein.

DETERMINATION OF PROJECT RATING LIMIT

A Contractor's Project Rating Limit will be determined by the following:

The Contractor's largest listed project X (1+ Reference Adjustment + Safety Adjustment + Prevailing Wage Adjustment) X Performance Evaluation Multiplier (if applicable).

A Contractor's Project Rating Limit cannot exceed 170% of the Contractor's largest listed project.

A Contractor's Project Rating Limit will be adjusted based on the Contractor's current Performance Evaluation Multiplier.

In determining the Contractor's largest listed project the following will not be used:

- If a reference contact rates a firm "Below Expectations" in either safety or quality of construction, or if the overall Reference Adjustment as described below under **REFERENCES** is -5 (minus five) or lower, the Authority will not use that project in the determination of the Contractor's Project Rating Limit.
- If the Authority cannot contact a reference source, the Authority will contact the Contractor for another "Owner's Contact" for that project. If the Contractor is unable to provide an "Owner's Contact", or if the Authority is unable to contact the second "Owner's Contact" provided by the Contractor, the Authority will not use that project in the determination of the Contractor's Project Rating Limit.

REFERENCES

The Authority will select, at its discretion, two (2) projects or owner contacts listed in the Project Rating Proposal and obtain reference information from these contacts. Reference information will include the following seven (7) categories:

- Safety.
- The quality of the construction.
- The timeliness of the work performed.
- The efficiency of the Contractor's contract administration.
- Supervision of subcontractors.
- The Contractor's level of cooperation during the course of the construction.
- The timeliness and efficiency of punch list work corrections.

Project contacts will be asked if the performance in each of the seven (7) categories "exceeded expectations," "met expectations" or fell "below expectations," and the Authority will assign to the response the percentage adjustment listed below as appropriate for the response provided for each project or owner reference contacted:

	<u>Exceeded Expectations</u>	<u>Met Expectations</u>	<u>Below Expectations</u>
Safety	+5%	+3%	-5%
Quality of the construction.	+5%	+2%	-5%
Timeliness of the work performed.	+2%	+1%	-2%
Efficiency of the Contractor's contract administration	+2%	+1%	-2%
Supervision of subcontractors.	+2%	+1%	-2%
Contractor's level of cooperation during construction	+2%	+1%	-2%
Timeliness and efficiency of punch list work corrections.	+2%	+1%	-2%

The Authority will then total the project reference adjustments together and the sum shall be the "Reference Adjustment."

SAFETY

A. Based on the current New Jersey (or other states) Workers Compensation Insurance Experience Modification Rate (EMR) listed by the Contractor in the Project Rating Proposal, the Authority will assign an EMR percentage as listed below:

EMR is less than or equal to .80	+30%
EMR is > .80 but less than or equal to .90	+20%
EMR is > .90 but less than or equal to 1.00	+10%
EMR is >1.00 but less than or equal to 1.10	-10%
EMR is >1.10 but less than or equal to 1.20	-20%
EMR is >1.20	-40%

B. Based on the Safety Professional information listed by the Contractor in the Project Rating Proposal the Authority will assign a Safety Professional percentage as listed below:

	<u>Yes</u>	<u>No</u>
Employee of the firm completed OSHA 500 or OSHA 502 in last 4 years.	+2%	0%
Employee of the firm completed (CCHEST) STS-Construction.	+2%	0%
Employee of the firm completed AGC/A Safety Management Course.	+2%	0%

The Authority reserves the right to verify any information supplied by the Contractor on its Project Rating Proposal.

The Authority will add the EMR percentage and the Safety Professional percentage together and the sum shall be the "Safety Adjustment."

PREVAILING WAGE

Based on the Prevailing Wage Record with the N.J. Department of Labor as listed by the Contractor in the Project Rating Proposal, the Authority will assign a "Prevailing Wage Adjustment" as listed below:

The firm has been adjudicated to have committed the following prevailing wage rate violations during the past five (5) years:

Committed No Violations	0%
Committed One Violation	-10%
Committed More than One Violation	-20%

The Authority reserves the right to verify any information supplied by the Contractor on its Project Rating Proposal.

PERFORMANCE EVALUATIONS

Every construction project managed by the Authority will be evaluated by two evaluators for the following: quality of work; scheduling; management; cost control and change orders; safety and industrial hygiene; subcontractors; small business goals; and close-out.

Evaluation rating values are:

- Outstanding (O) or 100 percent – far exceeds the contract requirements by consistently exhibiting excellent performance. Typically meets and regularly exceeds the contract requirement;
- Very Good (VG) or 90 percent – often exceeds the contract requirements and frequently provides a high level of performance. Typically meets and often exceeds the contract requirements;

- Satisfactory (S) or 80 percent – provides an acceptable level of performance consistently meeting the contract requirements;
- Marginal (M) or 70 percent for scheduling, management, cost control and change orders, subcontractors, close-out and 40 percent for quality of work, safety and industrial hygiene, and small business goals – performs slightly below the requirements of the contract, meeting the contract requirements on an intermittent basis; and
- Unsatisfactory (U) or 60 percent for scheduling, management, cost control and change orders, subcontractors, close-out and 20 percent for quality of work, safety and industrial hygiene, and small business goals – fails to meet important contract requirements, resulting in a negative impact on the entire project.

The Contractor’s Performance Evaluation Summary Rating shall be the mathematical average of the two evaluators’ ratings. In the event that there are multiple Performance Evaluation Summary Ratings for a contractor, the contractor’s Performance Evaluation Summary Rating shall be the mathematical average of all Performance Evaluation Summary Ratings.

The Authority will assign a Project Evaluation Performance Multiplier as listed below:

Performance Evaluation Summary Rating	Performance Multiplier
80 points or higher	1.00
70 points to 79.9 points	.50
69.9 points or lower	.25

This Performance Multiplier shall be used in the calculation of the firm’s Project Rating. In the event that a contractor does not have a Performance Evaluation Summary Rating, the Authority will disregard the Performance Multiplier in the calculation of the firm’s Project Rating.

NOTIFICATION OF PROJECT RATING LIMIT

Within five (5) business days after the submission date as listed in the Bid Advertisement or such other date as set by Addendum, the Authority will inform all Contractors by facsimile, mail or posting on the Authority’s web site (www.njsda.gov) of the Contractor’s Project Rating Limit. **A Contractor’s Project Rating Limit cannot exceed the Contractor’s Aggregate Rating.**

Any Contractor who disagrees with its Project Rating Limit may challenge the determination by making a written request to the Senior Director of Procurement and Contract Services setting forth the specific grounds for the challenge. The challenge must be received by the Authority within three (3) business days of the posting of the results on the Authority’s web site (www.njsda.gov). The Senior Director, or his/her representative, will review the challenge and issue a final written determination within three (3) business days of receipt of written request. At the discretion of the Senior Director or his/her representative, additional information may be requested from the Contractor, in which case formal written determination will be issued within three (3) business days of receipt of said information. The determination will be made strictly on the information submitted.

Only those firms with a Project Rating Limit (PRL) of \$3,000,000 or greater will be considered for award.

PRICE PROPOSAL

The Contractor must identify whether the bid is submitted for the Northern region, the Southern region, or both.

The Contractor must submit its Price Proposal (NJSDA Form 301) based on a Cost Multiplier for this Contract. The use of this Cost Multiplier will be applied to contracts (task orders) that are executed. NJSDA Form 301 is included in Attachment B to this RFP.

Please note that the Cost Multiplier shall include all direct costs the Contractor intends to recoup through compensation under the Agreement, including, but not limited to, the following: direct labor and field supervision base salary / hourly compensation

inclusive of fringe benefits, travel expenses, payroll burden, and per diem, all sub-contractor costs, all material costs inclusive of delivery, equipment costs inclusive of mobilization, delivery, fuel usage, on site maintenance, de-mobilization and removal . The Cost Multiplier shall include all indirect costs the Contractor intends to recoup through compensation under the Agreement, including, but not limited to the following: profit, overhead office labor base salary / hourly compensation inclusive of fringe benefits, overhead costs, facilities costs, depreciation, and general and administrative costs.

The Contractor must sign the Price Proposal in ink and all signatures **must be original**. If the Contractor is an Authority, partnership or sole proprietorship, the legal name of the Contractor shall be printed or typed on the line provided. The Price Proposal **must be** signed by an officer, partner or principal of the Contractor, as applicable, witnessed and the Corporate Seal must be affixed to the signature.

Any exception to the wording of the bid form shall cause the Price Proposal to be rejected as non-responsive.

REQUIRED CLASSIFICATION

Each Contractor must be classified/registered by the Department of the Treasury, Division of Property Management and Construction; Department of Labor; by the Department of Treasury, Division of Revenue and must be prequalified by the Authority in the trade(s) specified in the Bid Advertisement so that the Contractor, when considered in totality, meets the requirements of the Bid Advertisement and as modified by Addendum.

All Task Orders will identify required subcontractors in the categories of plumbing, HVAC, electric and structural steel. If a subcontractor is required, the Contractor is responsible for soliciting three (3) proposals from NJSDA classified contractors. The contractor shall award the subcontract to the lowest responsive subcontractor. All subcontractor proposals are subject to review by the NJSDA and/or the NJSDA Project Management Manager assigned to the project.

The selected Contractors shall be required to make good faith efforts to ensure that small business enterprises (“SBEs”) have the maximum practicable opportunity to participate in the performance of this engagement. A 25% target has been established pursuant to N.J.A.C. 12A:10-1.1 et seq., and Executive Order No. 71 (2003). Firms shall be required to meet set-aside targets of 5% for Category 4, 10% for Category 5 and the remaining 10% for any combination of Categories 4 and 5.

WITHDRAWAL

A Contractor may withdraw a Price Proposal after it has been received by the Authority, provided the Contractor makes a request in writing to the Senior Director of Procurement and Contract Services of the Authority, and the request is received by the Authority prior to the deadline for the submission of the Price Proposal. **Price Proposals may not be withdrawn after the submission deadline has passed.**

If a Contractor wants to make a change in a previously submitted Price Proposal, it must do so prior to the deadline for submission, by submitting a letter requesting the withdrawal of the previous submission and acceptance of a replacement Price Proposal.

OPENING OF PRICE PROPOSAL

All Price Proposals submitted on or before the date and time scheduled for submission will be publicly opened and the Cost Multiplier submitted by the Contractors will be read at the time and place indicated in the Bid Advertisement, or such other time and place as may be established by Addendum.

Contractors, their authorized agents, and other interested parties are invited to be present.

The public opening and reading of Price Proposals is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.

PRICE PROPOSAL EVALUATION CRITERIA AND PROCEDURES

The Authority, in determining the successful Contractors, will evaluate the Price Proposals for responsiveness, including but not limited to verifying that:

- The Contractor is classified, pre-qualified, registered and licensed as required by the Bid Advertisement; and
- The award of any Task Order in addition to the Contractor's uncompleted work will not exceed the Aggregate Rating of the Contractor.

CONTRACT AWARD AND EXECUTION

Upon determination of the successful Contractors, the Authority shall so notify the successful Contractors by issuing a Notice of Award. **Immediately** upon receipt of the Notice of Award, the recipient of the Notice of Award shall complete and deliver the following documents to the Authority, on forms provided by the Authority:

- Executed Agreement;
- Performance and payment bonds in the amount of one hundred percent (100%) of the contract amount, current attorney-in-fact instruments and financial statements of the surety must be included for **each** bond;
- Certificate(s) of insurance and, if requested, a certified copy of the successful Contractor's insurance policies, including a copy of additional insured endorsement;
- Owner's Controlled Insurance Program (OCIP) Enrollment Form;
- Subcontractor Approval Form Instructions and Form;
- Corporate resolution;
- "SBE Form A" and "Form C Certification of SBE Status" of the SBE Utilization Attachment, as provided by the Authority. Consistent with the set aside goals of 5% to businesses registered in the category of gross revenues that do not exceed \$1 million; and 10% to businesses registered in the category of having gross revenues exceeding \$1 million consistent with the standards established at 13 C.F.R. 121.201; and 10% to businesses in either category, the NJSDA requires Contractors to provide opportunities to SBE firms to participate in the performance of all projects. The Contractor shall make a good faith effort to meet goals as set forth in N.J.A.C. 17:14-1.2 of providing the maximum opportunity for small business enterprises (SBE) to compete for and perform contracts.
- Integrity Affidavit;
- Disclosure to the Unit of Fiscal Integrity General Consent and Waiver;
- Copies of all current, valid contractor or trade licenses and permits required under applicable New Jersey law, for the Contractor;
- Copies of all current Classification Notice with the Department of Treasury, Division of Property Management and Construction, for the Contractor;
- Public Law 2005, Chapter 51 N.J.S.A. 19:44A-20, 13-20.25, (formerly Executive Order 134 (2004)) Certification & Disclosure of Political Contributions, also the Ownership Disclosure for any persons owning more than 10% of the Company of the successful Contractor;
- Executive Order 117, which extends the provisions of Chapter 51, the Certification on Behalf of A Company, Partnership or Organization and All Individuals Whose Contributions are Attributable to the Entity Pursuant to Executive Order No. 117 (2008), also the Individual Certification of Compliance with Executive Order No. 117 (2008);
- The Contractor is advised of its continuing responsibility to file an annual disclosure statement on "contributions" as that term is defined in P.L. 2005, c. 51 (formerly Executive Order 134 (2004)) or any "Business Entity," as that term is defined in P.L. 2005, c. 51, associated with the Contractor, on the "Disclosure of Political Contribution" form provided by the NJSDA, at the time such contribution is made. This applies to the contractor if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us; and
- "Any other required documents."

Prior to the award of any Task Order, the Contractor shall complete and deliver the following documents to the Authority, on forms

provided by the Authority:

- "Total Amount of Uncompleted Contracts" form as provided by the Authority and completed by the Contractor;
- "Total Amount of Uncompleted Contracts" form as provided by the Authority and completed by the required subcontractor(s);
- Business Registration Certificates for State Agency and Casino Service Contractors issued by the Department of Treasury, Division of Revenue for all subcontractors;
- Copies of all current, valid contractor or trade licenses and permits required under applicable New Jersey law, for the subcontractors;
- Copies of all current Classification Notice with the Department of Treasury, Division of Property Management and Construction, for the subcontractors;
- Certificates of registration issued pursuant to "The Public Works Contractor Registration Act," P.L. 1999, c. 238 by the Department of Labor and Workforce Development, for the subcontractors; and
- "Any other required documents."

The Authority may extend the time for submission of the documents set forth above if good cause is shown and if the Authority determines, in its sole discretion, that the delay in document submission will not unduly delay project schedules.

Failure on the part of the successful Contractor to execute and deliver all of documentation as provided in this Section, in the manner and within the time provided by the Contract Documents, is just cause for revocation of the Award and for the exclusion of the successful Contractor from bidding on subsequent Authority contracts for such period as the Authority may deem appropriate. At its discretion, the Authority may award the contract to the next lowest responsible Contractor, or re-advertise the Project, precluding the forfeiting Contractor from bidding on the re-advertised Project.

- N.J.S.A. 18A:7G-36, permits the Authority to utilize a construction contractor evaluation policy, which will only apply to the prime contractors and may impact a contractor's project rating limit on future NJSDA projects. A copy of the policy is available on the web at www.njsda.gov.

RIGHTS OF THE AUTHORITY

The Authority reserves the right to reject any Project Rating Proposal or Price Proposal that does not conform in all material respects with the requirements of the Contract Documents.

The Authority reserves the right to reject any Project Rating Proposal or Price Proposal deemed non-responsive.

The Authority reserves the right to reject any Project Rating Proposal or Price Proposal for any reason deemed to be in the best public interest.

The Authority reserves the right to waive technicalities and the right to re-advertise for new bids.

The Authority reserves the right to rescind any determination of the successful Contractor or any Notice of Award if it determines that either was issued in error, or if it becomes aware of information or developments that impact on the responsibility of the Contractor.

END OF INSTRUCTIONS TO CONTRACTORS

ATTACHMENT A

PROJECT RATING PROPOSAL

[\[see attached sheets\]](#)

ATTACHMENT B

NJSDA FORM 301 - PRICE PROPOSAL

[\[see attached sheets\]](#)

ATTACHMENT C

SCOPE OF SERVICES

[/see attached sheets/](#)

ATTACHMENT D

AGREEMENT & GENERAL CONDITIONS

[\[see attached sheets\]](#)

ATTACHMENT E

SAFETY MANUAL

[/see attached sheets/](#)