

# INSTRUCTIONS TO BIDDERS

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A firm or person or an affiliate thereof may not serve as a general contractor or as a subcontractor or as a subconsultant on an NJSDA project for which the firm or person serves as the construction manager or as a subcontractor or as a subconsultant to the construction manager.

## **SECTION 1 – BID OVERVIEW**

There is a two-step bidding process for bidding with the NJSDA:

**First Step:** A Bidder must first submit the “Project Rating Proposal”, which consists of information regarding the “other factors” which will be evaluated by the NJSDA in its consideration of the bid. The NJSDA will determine a Bidder’s Project Rating Limit based on this Proposal. A project rating is effective for 24 months, and a firm may request that the NJSDA apply that rating to a particular bid, provided there has been no negative change in the evaluative criteria upon which the rating is based.

**Second Step:** A Bidder must submit the “Price Proposal”, which contains the price the Bidder intends to bid for the work as well as other required information as set forth in Section 4.1 below.

### **Important Notes:**

- 1) A Bidder may not submit a Price Proposal that exceeds its Project Rating Limit on file with the NJSDA.
- 2) A Bidder’s Project Rating Limit cannot exceed the firm’s Aggregate Limit.
- 3) The NJSDA requires the contractor to provide opportunities to SBE and DVOB firms to participate in the performance of this engagement, consistent with the NJSDA’s SBE and DVOB Set-Aside Goals.

## **SECTION 2 – BIDDING PROCEDURES**

### **2.1 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE**

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

Failure of a Bidder 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 Bidder 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 NJSDA;
- 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 NJSDA and any use of or reliance upon such items by the Bidder is at the risk of the Bidder.

## **2.2 ADDENDA**

The pre-bid teleconference will be held as set forth in the Bid Advertisement appearing on the NJSDA’s website: [www.njsda.gov](http://www.njsda.gov).

The NJSDA must issue any Addenda at least seven (7) business days prior to the date scheduled for receipt of the Price Proposals, excluding Saturdays, Sundays and legal holidays. Addenda are intended to clarify, interpret, correct or change the Contract Documents. The NJSDA shall provide copies of Addenda only to pre-qualified firms that submitted a Project Rating Proposal and attended the mandatory site visit. Failure to acknowledge the addenda, and include such acknowledgement with the Price Proposal, may result in the rejection of the Price Proposal.

Bidders shall not rely on any oral answers to questions raised at the pre-bid teleconference or at any other time. Bidders 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.

## **2.3 INTERPRETATION**

If the Bidder 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 Bidder shall submit written questions (referred to hereinafter as “Bidders’ Questions”), to the NJSDA for interpretation or clarification. Failure to submit said Bidders’ Questions shall be deemed a waiver of any claims for future compensation regarding discrepancies within the Contract Documents.

The Bidder shall be responsible for delivery to the NJSDA of such Bidders’ Questions within the timeframe and in the manner as specified in the Bid Advertisement.

All responses to such Bidders’ Questions shall be in the form of written Addenda.

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

## **2.4 BASIS OF DESIGN/PROPRIETARY ITEMS/ PERFORMANCE CRITERIA/MATERIALS AND SYSTEMS STANDARDS**

Various elements and products identified in the Contract Documents for inclusion in the Project may be specified by brand name, product description or performance criteria, or may be specified with reference to conformance with NJSDA’s published “*Materials and Systems Standards Manual*” (“Materials and Systems Standards”).

“Basis of design” items: Any articles, devices, materials, equipment, forms of construction, fixtures, products or other items named in the specifications by brand name or manufacturer are intended to represent the

Basis of Design, unless such items are specifically identified as approved Proprietary Items in the Contract Documents. The Basis of Design for a designated product establishes the quality, and salient physical, functional and performance characteristics that must be met in the design and construction of the project. It is not the intent of the NJSDA in identifying such Basis of Design items by brand name or manufacturer to limit the Bidder's options to a single product or manufacturer, except for those products specifically called for by brand name or manufacturer as proprietary items.

"Proprietary Items" are certain products or manufacturers that are identified by specific brand name or manufacturer name, which items have been approved by the NJSDA for specification and use on this Project. The Bidder is **required** to use the indicated "proprietary item" products or manufacturers on the Project.

"Performance Criteria" are descriptions of salient features, functions, capacities or qualities of a product, item, piece of equipment or article that the Bidder must comply with when choosing, specifying and incorporating such a product, item, piece of equipment or article in the construction of the project.

"Materials and Systems Standards" refers to NJSDA's published "*Materials and Systems Standards Manual*". The Bidder is required to comply with the Materials and Systems Standards for all items to be incorporated into the Project, except when the specific designation of a proprietary item, or a Basis of Design item, or the project-specific designation of a specific item by functional description or performance criteria, conflicts with the Materials and Systems Standards, in which case the proprietary item identification, basis of design description, or designated performance criteria shall take precedence over any contrary guidance in the Materials and Systems Standards.

The Basis of Design items, any listed Proprietary Items, any products or items identified by description or performance criteria, and the NJSDA Materials and Systems Standards shall be known as "standards" and all bids shall be based upon those standards.

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

Where standards have been established through a Basis of Design, the provisions of Section 2.4 herein shall apply.

## **2.5 PROPOSED EQUALS**

If a Bidder proposes to use articles, devices, materials, equipment, forms of construction, fixtures or other items other than those standards named in the Contract Documents, and intends to rely upon the use of such alternate articles, devices, materials, equipment, forms of construction, fixtures or other items in the formation or calculation of its bid, the Bidder shall certify that the article, device, method or other item that deviates from the Project standards is equal or superior in quality and in all aspects of performance and appearance to the standards specified (and is therefore a "proposed equal"), and the Bidder must secure pre-bid NJSDA approval of any proposed equal before relying upon the use of the proposed equal in formulating or calculating its bid.

If the NJSDA approves the proposed equal, the NJSDA shall issue an Addendum describing and authorizing use of the proposed equal as a new standard.

No Bidder shall rely on a proposed equal in the preparation of its bid unless that proposed equal has been expressly approved as a standard in the form of an Addendum issued prior to the Price Proposal submission date.

For pre-bid review of proposed equals, the Bidder shall submit information regarding the proposed equals to the NJSDA no later than fifteen (15) business days prior to the Price Proposal submission date, which information shall include:

- The name and a complete description of the proposed equal, including drawings, performance and test data, and other information necessary for a complete evaluation;

- A statement of any advantages, in particular cost savings or time savings, to be achieved by the NJSDA if the proposed equal is employed; and
- A statement setting forth any changes, which the proposed equal will require in the projects.

The decision to approve or disapprove a proposed equal shall be solely within the discretion of the NJSDA, and shall be final when made. The NJSDA shall have the discretion to reject a proposed equal, for any reason whatsoever, including the fact that the Bidder failed to provide sufficient information to enable the NJSDA to completely evaluate the proposed equal without delay in the scheduled Price Proposal submission date.

Once an award is made, if the Bidder proposes to use or incorporate products, articles, items, equipment or construction methods that deviate from the standards contained in the Contract Documents, the Bidder must submit a substitution request that conforms to the substitution request requirements defined in the Contract Documents. The NJSDA is under no obligation to approve any post-award substitution request, and in the absence of NJSDA approval of a substitution request, the Bidder is required to perform the Work and Services in conformance with the standards contained in the Contract Documents.

## **2.6 BIDDING DOCUMENTS**

Plans and Specifications will be made available through a controlled-access website to prequalified firms that have submitted a PRP, and that have attended the mandatory site visit.

## **2.7 COPIES OF THE DRAWINGS AND SPECIFICATIONS**

Unless otherwise specified in the Contract Documents, the NJSDA shall furnish to the successful Bidder, free of charge, three (3) sets of the Project Manual, Drawings, Specifications and Addenda.

The successful Bidder may obtain additional copies or sepias of the Drawings and Specifications from the Design Consultant, upon request, at the cost of reproduction.

## **2.8 CONTRACTOR INSURANCE**

The NJSDA has elected to implement an Owner Controlled Insurance Program (OCIP) to provide Workers' Compensation and Employers Liability, Commercial General Liability, Excess Liability, and Builder's Risk Coverage for all Eligible Contractors and Subcontractors, of any tier, providing direct labor to the Project. The NJSDA 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. Please note the provisions in the General Conditions holding the Contractor responsible for a "per occurrence" deductible of \$25,000 for any loss payable under the OCIP Builder's Risk Insurance Coverage, with the exception of claims caused by Flood, Wind and Earthquake. 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 Bidder or its Subcontractors. The NJSDA's OCIP does not provide coverage for Automobile Liability, Pollution Liability, Professional Liability or Contractor's Equipment. Participation in the OCIP is mandatory for Eligible Contractors and Subcontractors, unless otherwise determined by the Authority, but is not automatic, and thus requires the Contractors and Subcontractors to actively register for inclusion in the OCIP before performing work on the Project.

Each Bidder is required to submit its Price Proposal Net of Insurance, excluding all applicable insurance expenses and policy costs allocated to the Project for the OCIP coverage specified above. In addition, the Bidder must deduct the cost of insurance for all their Eligible Subcontractors from the Price Proposal in addition to their own cost of insurance.

Bidders should refer to the OCIP provisions contained in the General Conditions for details on which trades are considered ineligible for enrollment in the OCIP. Ineligible Subcontractors not enrolled in the OCIP will be required to maintain their own insurance.

**The Bidder and its Subcontractors shall be required to comply with all provisions of the applicable Project Safety Manual. Some of these provisions may have additional cost implications, which could impact the bid price.**

### **SECTION 3 – PROJECT RATING PROPOSAL**

#### **3.1A SUBMISSION OF PROJECT RATING PROPOSAL**

A Project Rating Limit is effective for 24 months, and a firm may request that the NJSDA apply that rating to a particular bid, provided there has been no negative change in the evaluative criteria upon which the rating is based. If applying the most recent Project Rating Limit, the Bidder **MUST** still complete **and submit** pages 1 (Bidder's name) and 10 (signature page).

All Project Rating Proposals must be delivered in accordance with the requirements set forth in the Bid Advertisement.

Bidders shall fill in all relevant blank spaces in the Project Rating Proposal form.

The Bidder shall sign the Project Rating Proposal form in ink and all signatures **must be original**. If the Bidder is a corporation, partnership, sole proprietorship, limited liability company, limited liability partnership or other form of artificial person, the legal name of the Bidder 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 Bidder and must have been **completed** within the past ten (10) 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.

In most cases, a "project" will be associated with a single contract. In the event that a Bidder proposes that separately bid contracts should be aggregated for treatment as a single project, the Bidder's Project Rating Proposal Submission must request such treatment, include relevant information on each of the contracts proposed to be aggregated and provide support for why aggregation should be permitted. The NJSDA, in its discretion, may permit aggregation of contracts with the same owner for treatment as a single project when such aggregation demonstrates that the Bidder can concurrently manage, construct and deliver an integrated project of the stated combined magnitude of cost, size and complexity.

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

The Bidder shall 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 Bidder with whom the NJSDA executes a contract will be incorporated into the Contract Documents, as if fully rewritten therein.

#### **3.1B SUBMISSION OF PROJECT RATING PROPOSAL BY A JOINT VENTURE**

When two or more Bidders, **each** having valid classifications in the trade category or categories required by the Bid Advertisement, propose to form a Joint Venture for the purpose of submitting a bid, the joint ventures shall submit a Statement of Joint Venture, in the form prescribed by the NJSDA, with their Project Rating Proposals. For joint venture Bidders, each individual firm comprising the Joint Venture shall submit a separate Project Rating Proposal that will be individually evaluated. The Project Rating Limit for each individual firm that comprises the Joint Venture will be added together to achieve a Project Rating Limit for the joint venture.

Each member of the Joint Venture shall sign its Project Rating Proposal form in ink and all signatures **must be original**. If the Bidder is a corporation, partnership, limited liability company, or sole proprietorship, the Project Rating Proposal must be signed by an officer, partner or principal of the firm, in accordance with applicable law, witnessed and the Corporate Seal must be affixed to the signature.

**3.2 DETERMINATION OF PROJECT RATING LIMIT**

A Bidder’s Project Rating Limit will be determined by the following:

The Bidder’s largest listed project X (1+ the sum of Sections 3.2.1, 3.2.2 and 3.2.3 listed below) X Project Evaluation Performance Multiplier (if applicable).

A Bidder’s Project Rating Limit cannot exceed 170% of the Bidder’s largest listed project.

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

In determining the Bidder’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 in Section 3.2.1 is -5 (minus five) or lower, the NJSDA will not use that project in the determination of the Bidder’s Project Rating Limit.
- If the NJSDA cannot contact a reference source, the NJSDA will contact the Bidder for another “Owner’s Contact” for that project. If the Bidder is unable to provide an “Owner’s Contact”, or if the NJSDA is unable to contact the second “Owner’s Contact” provided by the Bidder, the NJSDA will not use that project in the determination of the Bidders Project Rating Limit.

**3.2.1 PROJECT RATING PROPOSAL REFERENCE ADJUSTMENT**

The NJSDA 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 Bidder’s contract administration.
- Supervision of subcontractors.
- The Bidder’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 NJSDA 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 Bidder’s contract administration.	+2%	+1%	-2%
Supervision of subcontractors.	+2%	+1%	-2%
Bidder’s level of cooperation during construction.	+2%	+1%	-2%

Timeliness and efficiency of punch list work corrections. +2% +1% -2%

The NJSDA will then total the project reference adjustments together and the sum shall be the “Reference Adjustment”.

### 3.2.2 PRP SAFETY ADJUSTMENT

A. Based on the current New Jersey (or other states) Workers Compensation Insurance Experience Modification Rate (EMR) listed by the Bidder in the Project Rating Proposal, the NJSDA 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 Bidder in the Project Rating Proposal the NJSDA 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 NJSDA reserves the right to verify any information supplied by the Bidder on its Project Rating Proposal.

The NJSDA will add the EMR percentage and the Safety Professional percentage together for and the sum shall be the “Safety Adjustment”.

### 3.2.3 PREVAILING WAGE ADJUSTMENT

Based on the Prevailing Wage Record with the N.J. Department of Labor and Workforce Development as listed by the Bidder in the Project Rating Proposal, the NJSDA 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 NJSDA reserves the right to verify any information supplied by the Bidder on its Project Rating Proposal.

### 3.2.4 PROJECT EVALUATION PERFORMANCE MULTIPLIER ADJUSTMENT

If, having previously been awarded one or more construction contracts by the NJSDA, a Bidder has received one or more Performance Evaluations with respect to such contracts, the Bidder's record of Performance Evaluations will factor into the determination of the Bidder's Project Rating Limit for this procurement, through the assignment of a Project Evaluation Performance Multiplier in the manner indicated below and in accordance with the provisions of N.J.A.C. 19:38-3.5.

In the event that a contractor has not previously been awarded any construction contracts by the NJSDA, or has not been issued a Performance Evaluation Summary Rating by NJSDA with respect to such contracts, the NJSDA will disregard the Project Evaluation Performance Multiplier in the calculation of the firm's Project Rating Limit.

Based on the Bidder's record of Performance Evaluations and the Performance Evaluation Summary Rating(s) issued by the NJSDA (if any), the NJSDA will assign a Project Evaluation Performance Multiplier as indicated below.

Each Performance Evaluation issued by the NJSDA consists of scoring in several distinct evaluation categories, which are averaged into an overall Performance Evaluation Summary Rating. The contractor's Performance Evaluation Summary Rating shall determine the assigned Project Evaluation Performance Multiplier, as indicated below. In the event that the contractor has received more than one Performance Evaluation, and thus there are multiple Performance Evaluation Summary Ratings for a contractor, the Project Evaluation Performance Multiplier shall be based on the mathematical average of all of the contractor's Performance Evaluation Summary Ratings issued within the past seven years.

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

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

This Project Evaluation Performance Multiplier shall be used in the calculation of the firm's Project Rating Limit. As previously noted, in the event that a contractor does not have a Performance Evaluation Summary Rating, the NJSDA will disregard the Project Evaluation Performance Multiplier in the calculation of the firm's Project Rating Limit.

### 3.3 NOTIFICATION OF PROJECT RATING LIMIT

Within five (5) business days after the submission date for Project Rating Proposals as listed in the Bid Advertisement or such other date as set by Addendum, the NJSDA will inform all Bidders by email or posting on the NJSDA's website of each participating Bidder's Project Rating Limit.

**NOTE: A Bidder's Project Rating Limit cannot exceed the Bidder's Aggregate Rating.**

Any Bidder who disagrees with its Project Rating Limit may challenge the determination by making a written request to the NJSDA setting forth the specific grounds for the challenge. The challenge must be received by the NJSDA within three (3) business days of the posting of the results on the NJSDA's website. The NJSDA will review the challenge and issue a final written determination within three (3) business days of receiving the written request. The NJSDA may request additional information from the Bidder, in which case formal written determination will be issued within three (3) business days of receiving the requested information. The determination will be made strictly on the information submitted.



## **SECTION 4 – PRICE PROPOSAL**

### **4.1 A PRICE PROPOSAL**

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

Unless the Bidder withdraws its Price Proposal prior to the Price Proposal submission date and time, the Bidder shall be required to comply with all requirements of the Contract Documents.

The Bidder shall fill in all relevant blank spaces in the Price Proposal in ink or by typewriting. The Bidder shall show all bid amounts in both words and figures. In the event of a discrepancy between the words and figures, the amount shown in words shall govern.

**Unit Pricing** - Where unit pricing applies, in case of a discrepancy between the amount shown in words and the amount shown in figures, the amount shown in words shall govern. In the event that the NJSDA has requested unit pricing, the paragraph entitled "Consideration of Unit Pricing," Section E.3 of the Price Proposal Unit Pricing (PPUP) Form shall govern.

The Bidder must sign the Price Proposal in ink and all signatures **must be original**. If the Bidder is a corporation, partnership, sole proprietorship, limited liability company, limited liability partnership or other form of artificial person, the legal name of the Bidder shall be printed or typed on the line provided. The Price 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. **A Bidder may not submit a Price Proposal that exceeds its Project Rating Limit on file with the NJSDA. A Bidder may not submit a Price Proposal that exceeds its Aggregate Limit, or which causes any one of the Subcontractors required to be named, as described in Section 4.1 C (Required Classification, Identification of Required Subcontractors, and Submittals) herein to exceed that Subcontractor's Aggregate Limit.**

All Bidders **must** submit a copy of the Uncompleted Contracts Form for themselves and for any subcontractor required to be named, as described in Section 4.1 C (Required Classification, Identification of Required Subcontractors, and Submittals). Failure to submit an Uncompleted Contracts Form with the Price Proposal will result in rejection of the bid. Uncompleted Contracts forms submitted by the Contractor and any required Subcontractors must reflect accurate and timely information. The amount set forth in the Uncompleted Contracts Form must reflect the amount of uncompleted work as of the date of the bid submission. In no instances will Uncompleted Contracts forms be acceptable where the date of the Form is greater than 120 days prior to the due date for bid submissions.

The Bidder **must** submit a completed Ownership Disclosure Form, pursuant to N.J.S.A. 52:25-24.2, using the form created by the Department of the Treasury - Division of Purchase and Property, which form is supplied by NJSDA.

If the Bidder is a corporation, the Ownership Disclosure Form requires the Bidder to set forth the names and addresses of all stockholders in the corporation who own 10 percent or more of any class of its stock. If the Bidder is a type of partnership, the Ownership Disclosure Form requires the names and addresses of all individual partners in the partnership who own a 10 percent or greater interest therein. If the Bidder is a limited liability company, the Ownership Disclosure requires the names and addresses 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 in the Bidder is itself a corporation, partnership or limited liability company, then 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, who exceed the 10 percent ownership criteria threshold established by N.J.S.A. 52:25-24.2, have been listed. 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. The completed Ownership Disclosure Form must be submitted and included with the completed Price Proposal.

**Failure to submit such Ownership Disclosure Form will result in the disqualification of the bid and rejection of the Price Proposal.**

By submitting the Price Proposal, Bidders agree to hold the Price Proposal open and valid for a period of one hundred twenty (120) calendar days from the date of the Price Proposal submission, unless this time period is extended by mutual agreement of the Bidder and the NJSDA.

**4.1 B PRICE PROPOSAL BY A JOINT VENTURE**

Bidders submitting a bid as a Joint Venture shall comply with all the requirements in section 4.1A. In addition, each member of the Joint Venture shall sign the Price Proposal, have its signature witnessed and the Corporate Seal must be affixed to the signature.

**4.1 C REQUIRED CLASSIFICATION, IDENTIFICATION OF REQUIRED SUBCONTRACTORS, AND SUBMITTALS**

The Bidder must be registered by the Department of Labor and Workforce Development, pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., and classified by the Department of the Treasury - Division of Property Management and Construction; and prequalified by the NJSDA in the prime trade code as identified in the Bid Advertisement. Further, a Bidder must be registered with the Department of the Treasury – Division of Revenue and Enterprise Services prior to contract award.

The Bidder shall include as part of its Price Proposal, all subcontractors required to be named as per the Bid Advertisement, and as follows: In accordance with the requirements of N.J.S.A. 52:18A-243, each Bidder is required to set forth in its bid the name or names of all subcontractors to whom the Bidder will directly subcontract for the furnishing of any of the work and materials specified in the plans and specifications for the following branches: (1) the plumbing and gas fitting and all work and materials kindred thereto (“Plumbing Branch”); (2) the steam and hot water heating and ventilating apparatus, steam power plants and all work and materials kindred thereto (“HVACR Branch”); (3) the electrical work (“Electrical Branch”); and (4) structural steel and miscellaneous iron work and materials (“Structural Steel Branch”).

When naming subcontractors in accordance with this section, a Bidder is required to name only those subcontractors that are engaged directly by the Bidder (“first-tier subcontractors”). Bidders are NOT REQUIRED to name any subcontractors engaged by the first-tier subcontractors or by others (e.g., “second-tier subcontractors” or “third-tier subcontractors.”)

All subcontractors required to be named under this section must be prequalified by the NJSDA as of the submittal due date for Price Proposals. Each Bidder shall adhere to the following instructions in its identification of all subcontractors with whom the Bidder will contract in the four branches:

Plumbing Branch: The Bidder must identify a subcontractor that is DPMC classified and NJSDA prequalified in the trade of Plumbing (C030), unless the Bidder intends to self-perform for this trade. If the Bidder intends to self-perform, the Bidder must identify itself as self-performing in the trade of Plumbing (C030). If the Bidder will contract with any additional subcontractors with DPMC Trade Classifications in the Plumbing trade or other trades applicable to this branch, each such additional subcontractor must be identified.

HVACR Branch: The Bidder must identify a subcontractor that is DPMC classified and NJSDA prequalified in the trade of HVACR (C032), unless the Bidder intends to self-perform for this trade. If the Bidder intends to self-perform, the Bidder must identify itself as self-performing in the trade of HVACR (C032). If the Bidder will contract with any additional subcontractors with DPMC Trade Classifications in the HVACR trade or other trades applicable to this branch, each such additional subcontractor must be identified.

Electrical Branch: The Bidder must identify a subcontractor that is DPMC classified and NJSDA prequalified in the trade of Electrical (C047), unless the Bidder intends to self-perform for this trade. If the Bidder intends to self-perform, the Bidder must identify itself as self-performing in the trade of Electrical (C047). If the Bidder will contract with any additional subcontractors with DPMC Trade Classifications in the Electrical trade or other trades applicable to this branch, each such additional subcontractor must be identified.

Structural Steel Branch: The Bidder must identify a subcontractor that is DPMC classified and NJSDA prequalified in the trade of Structural Steel (C029), unless the Bidder intends to self-perform for this trade. If the Bidder intends to self-perform, the Bidder must identify itself as self-performing in the trade of Structural Steel (C029). If the Bidder will contract with any additional subcontractors with DPMC Trade Classifications in the Structural Steel trade or other trades applicable to this branch, each such additional subcontractor must be identified.

If a Bidder intends to self-perform any of the work of four above-described branches of Work, and is DPMC classified and NJSDA prequalified to do so, the Bidder shall so indicate and include the required information where called for in the Price Proposal.

Bidders are advised that in addition to requiring NJSDA prequalification of subcontractors required to be named as described in this Section, regardless of their contract amounts, NJSDA requires that subcontractors of any tier whose contract is in an amount equal to or more than \$500,000 in any of the following DPMC Trade Classifications be NJSDA prequalified:

- C006 - CM as Constructor
- C007 - Design Build
- C008 - General Contractor
- C009 - GC/Alterations & Additions
- C019 - Concrete/Foundation/Footings/Masonry work
- C021 - Demolition
- C029 - Structural Steel
- C030 - Plumbing
- C032 - HVACR
- C045 - Sprinkler Systems
- C047 - Electrical
- C066 - Roofing-Membrane EPDM
- C067 - Roofing-Membrane PVC/CPE/CSPE
- C068 - Roofing-Membrane Modified Bitumen
- C069 - Roofing-Urethane
- C070 - Roofing-Built Up
- C071 - Roofing-Metal
- C072 - Roofing-Tile/Slate/Shingles
- C092 - Asbestos Removal/Treatment
- C093 - Asbestos Removal/Mechanical
- C096 - Lead Paint Abatement

Each Bidder shall include all required documentation with its Price Proposal, including, but not limited to:

- A submission of a valid Bid Bond in the proper amount on the form supplied by the NJSDA.
- "Total Amount of Uncompleted Contracts" form (provided by the NJSDA) completed by the Bidder.
- "Total Amount of Uncompleted Contracts" forms (provided by the NJSDA) completed for each Subcontractor required to be named, as described in Section 4.1 C (Required Classification, Identification of Required Subcontractors, and Submittals).

NOTE: Failure to submit the required Uncompleted Contracts Form(s) with the Price Proposal will result in rejection of the bid. Uncompleted Contracts Forms must reflect accurate and timely information. The amount set forth in the Uncompleted Contracts Form must reflect the amount of uncompleted work as of the date of the bid submission. In no instance will an Uncompleted Contracts Form be acceptable if the date of the Form is greater than 120 days prior to the due date for bid submission.

- "Ownership Disclosure Form", pursuant to N.J.S.A. 52:25-24.2, using the form created by the Department of the Treasury - Division of Purchase and Property, which form is supplied by NJSDA.
- Copies of all current, valid contractor or trade licenses and permits required under applicable New Jersey law, for the Bidder and subcontractors required to be named, as described in Section 4.1 C (Required Classification, Identification of Required Subcontractors, and Submittals) herein.

The NJSDA requests that every Bidder submit the following:

- Copies of the current, valid certificates of registration issued pursuant to "The Public Works Contractor Registration Act," pursuant to N.J.S.A. 34:11-56.48 et seq., for the Bidder and subcontractors required to be named, as described in Section 4.1 C (Required Classification, Identification of Required Subcontractors, and Submittals) herein.
- Copies of the current Classification Notice with the Department of the Treasury - Division of Property Management and Construction, for the Bidder and subcontractors required to be named, as described in Section 4.1 C (Required Classification, Identification of Required Subcontractors, and Submittals) herein.
- Copies of the current, valid Business Registration Certificate issued by the Department of the Treasury - Division of Revenue and Enterprise Services, for the Bidder and subcontractors required to be named, as described in Section 4.1 C (Required Classification, Identification of Required Subcontractors, and Submittals) herein.

## **4.2 DELIVERY OF PRICE PROPOSALS**

The Price Proposal shall be enclosed in a sealed envelope that is clearly marked with the Bidder's Name, Contract Number, Contract Name, School District, County and the date of Price Proposal submission.

The Bidder must submit its sealed Price Proposal to the NJSDA in accordance with Section 8 herein.

If the sealed Price Proposal is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be clearly marked as containing a Price Proposal with the Bidder's name, Contract Number, Contract Name and the date of the Price Proposal submission shown on the envelope.

Any Price Proposal that arrives after the time set for submission will be returned to the Bidder unopened.

### **4.3 WITHDRAWAL**

A Bidder may withdraw a Price Proposal after it has been received by the NJSDA, provided the Bidder makes a request in writing to the NJSDA in accordance with Section 8 herein, and the request is received by the NJSDA 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 Bidder 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.

### **4.4 OPENING OF PRICE PROPOSAL**

All Price Proposals submitted on or before the date and time scheduled for submission will be publicly opened and the lump sum base prices submitted by the Bidders 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.

Bidders, 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.

### **4.5 PRICE PROPOSAL EVALUATION CRITERIA AND PROCEDURES**

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

- The submission of a valid Bid Bond in the proper amount;
- The Bidder and all subcontractors are classified, pre-qualified, registered and licensed as required by the Bid Advertisement;
- The award of the contract in addition to the Bidder's uncompleted work will not exceed the Aggregate Rating of the Bidder;
- The amount of the contract award associated with any Subcontractor's trade in addition to the uncompleted work of such Subcontractor required to be named, as described in Section 4.1 C (Required Classification, Identification of Required Subcontractors, and Submittals) herein, will not exceed the Aggregate Rating of such Subcontractor; and
- The Ownership Disclosure Form is provided.

The responsible Bidder whose responsive bid offers the NJSDA the lowest price and which does not exceed the Bidder's Project Rating Limit on file with the NJSDA shall be named the successful Bidder.

## **SECTION 5 – BID BOND**

The Bidder must submit with its Price Proposal a Bid Bond, equal to ten percent (10%) of the total cost of the lump sum base bid.

The Bid Bond requirement listed above is not applicable if the contract is for a sum not exceeding \$200,000.

The Bid Bonds of the apparent successful Bidder and the two next most successful Bidders will be returned after execution of the Contract or rejection of all Price Proposals. The Bid Bonds of all other Bidders will be returned no later than one hundred twenty (120) days after submission of the Price Proposal.

If, after issuance of a Notice of Award, the Bidder fails to comply with all requirements of Section 6 below within the time specified in the Contract Documents, the NJSDA may proceed to recover under the terms and conditions of the Bid Bond, in accordance with Section 6 below.

## **SECTION 6 – CONTRACT AWARD AND EXECUTION**

Prior to determination of the successful Bidder, the NJSDA may request the following information from any Bidder:

- A bid breakdown, in CSI format, of the lump sum bid for each component of work. This information is not to be construed as a Schedule of Values or Trade Payment Breakdown, which may be required at a later date.
- Any additional documentation that may be deemed necessary to proceed with award.

Such information must be supplied to the NJSDA within forty-eight (48) hours of the request.

Upon determination of the successful Bidder, the NJSDA shall so notify the successful Bidder by issuing a Notice of Award.

**Immediately** upon receipt of the Notice of Award (or as otherwise indicated by the NJSDA), the recipient of the Notice of Award shall complete and deliver the following documents to the NJSDA.

- Executed form of Contract;
- Performance and payment bonds in the amount of one hundred percent (100%) of the Contract Price, 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 Bidder's insurance policies, including a copy of additional insured endorsement;
- Subcontractor Approval Form Instructions and Form (Form 1105) (to be submitted after Construction NTP and then not less than 20 days prior to start of work);
- Initial Project Work Force Report (AA201) – Construction and Sub-Contractor Projection Form (AA201a) (to be submitted within 7 days of Construction NTP);
- Corporate resolution;
- "SBE/DVOB Participation Form" for the Bidder and its subcontractors along with an updated "Confirmation Statement of SBE/DVOB Status" showing SBE and DVOB contractor/subcontractor participation. The NJSDA requires the Bidder to provide opportunities to SBE and DVOB firms to participate in the performance of this engagement, consistent with NJSDA's SBE and DVOB set aside goals of awarding 25% of the total contract value to registered SBE firms with revenues that do not exceed the annual revenue standards established by the Federal standard at 13 C.F.R. 121.201 and 3% of the total contract value to registered DVOB firms;
- Business Registration Certificates issued by the Department of the Treasury - Division of Revenue and Enterprise Services for all subcontractors required to be named, as described in Section 4.1 C (Required Classification, Identification of Required Subcontractors, and Submittals ) herein;
- N.J. Division of Purchase and Property "Two-Year Chapter 51/Executive Order 117 Vendor Certification & Disclosure of Political Contributions" as prescribed by Public Law 2005, Chapter 51

(N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)) and as amended by Executive Order 117 (2008);

- A political contribution disclosure in accordance with N.J.S.A. 19:44A-20-26;
- “Disclosure of Investment Activities in Iran” form as provided by the NJSDA. Pursuant to N.J.S.A. 52:32-55 et seq. (the “Act”), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the NJSDA must complete a Certification which states that prior to the time a contract is awarded or at the time a contract is renewed, the person or entity, or one of the persons or entity’s parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran;
- “Certification of Non-Debarment” form pursuant to N.J.S.A. 52:32-44.1, using the form provided by SDA. Pursuant to N.J.S.A. 52:32-44.1, prior to awarding any contract for public work, a person shall provide written certification to the contracting agency that neither the person nor the person’s affiliates are debarred at the federal level from contracting with a federal government agency. The contracting agency shall not make, negotiate, or award a contract for public work to any person that does not provide such written certification as required by this subsection;
- Copies of letters sent to all subcontractors listed in the Price Proposal submission, informing them: (1) they were listed as a subcontractor in your Price Proposal and (2) your firm has received a Notice of Award, for this project, from the NJSDA;
- “Letter of Assent – NJSDA Project Labor Agreement” for your firm and each subcontractor required to be named, as described in Section 4.1 C (Required Classification, Identification of Required Subcontractors, and Submittals) herein and listed in your Price Proposal;
- Contractor Signature Page - NJSDA Project Labor Agreement;
- Form W-9 – Request for Taxpayer Identification Number and Certification;
- EFT (Electronic Funds Transfer) Authorization Form; and
- Any other documents that may be required, as per the contract.

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

Failure on the part of the successful Bidder to execute and deliver all 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 Bidder from bidding on subsequent NJSDA contracts for such period as the NJSDA may deem appropriate. If the Award is revoked for the above reasons, the Bid Bond shall become forfeited and the NJSDA may proceed to recover under the terms and conditions of the Bid Bond. At its discretion, the NJSDA may award the contract to the next lowest responsible Bidder, or re-advertise the Project, precluding the forfeiting Bidder from bidding on the re-advertised Project.

N.J.S.A. 18A:7G-36, permits the NJSDA 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.

The NJSDA may request additional information from the Bidder as required under the Contract Documents, NJSDA’s policies, procedures or regulations, or other governing law.

Firms are hereby advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”), pursuant to N.J.S.A. 19:44A-20.18 and 20.19 (P.L. 2005, c. 271, section 3), in the event they receive contracts in excess of \$50,000 from a public entity in a calendar year. It is a Firm’s responsibility to determine if filing is necessary. Failure to 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](http://www.elec.state.nj.us).

### **SECTION 7 – RIGHTS OF THE NJSDA**

The NJSDA reserves the right to reject any Project Rating Proposal or Price Proposal deemed non-responsive for failure to conform with the requirements of the Contract Documents, as applicable.

The NJSDA reserves the right to reject any Project Rating Proposal or Price Proposal for any reason, in accordance with law, when deemed to be in the best interest of the State or the public interest, pursuant to N.J.A.C. 19:36-4.7(b).

The NJSDA reserves the right to reject any Price Proposal if the price exceeds the NJSDA’s Construction Cost Estimate (CCE) (or, if the CCE is expressed as a range of values, exceeds the highest value in the range).

The NJSDA reserves the right to waive non-material irregularities or technicalities in a bid or proposal.

The NJSDA reserves the right to reject all proposals for excessive cost, insufficient competition, or any other reason, in accordance with law, determined to be in the best interest of the State or the public interest and the right to re-advertise for new bids.

The NJSDA reserves the right to rescind any determination of the successful Bidder 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 Bidder.

### **SECTION 8 – DELIVERY/MAILING OPTIONS**

Unless otherwise stated, submission of any document(s) to the NJSDA shall comply with the following:

**Fed Ex, UPS, Courier, Hand Delivery**

NJSDA  
32 East Front Street  
Trenton, New Jersey 08625-0991  
Attention:  
Subject:

**END OF INSTRUCTIONS TO BIDDERS**