

Warren Community College
475 Route 57 West
Washington, N.J. 07882



Request for Proposals:
Professional Construction Management Services
22-04

Office of Campus Operations
Dennis Florentine
Dean of Administration

**REQUEST FOR PROPOSALS: ON-CALL CONSTRUCTION MANAGEMENT
SERVICES**

Key Dates

Request for Proposals Available: August 5, 2021

Key Dates for Proposers:

Non-mandatory site visits 2:00 pm August 11, 2021

Any Clarification Questions on the RFP must
be received by the College in writing by: August 12, 2021

College will respond to all potential firms
With answers to clarifying questions by: August 17, 2021

Proposals must be received by the College
By 1:00 pm on: August 26, 2021

Tentative Decision Date:

Contract Awarded by Board of Trustees: September 15, 2021

Contact Information for questions:

Mr. Dennis Florentine
Dean of Administration
Warren Community College
475 Route 57 West
Washington, NJ 07882-9605
Fax (908) 689-9262
Email: dflorentine@warren.edu

WARREN COMMUNITY COLLEGE

REQUEST FOR PROPOSALS

ON-CALL CONSTRUCTION MANAGEMENT SERVICES

REQUEST FOR PROPOSALS – Warren Community College seeks a construction management firm to provide consulting services for building and renovation projects as may be required to support the ongoing and changing needs of the College. Construction Management (CM) services will be required in Fall 2021 to support a renovation and roofing project; thereafter, additional projects may be developed for Summer 2022.

I. SCOPE OF SERVICE

Construction Management Services

A. Design Phase Project Management (pre-construction)

- a. Design Phase Coordination. Monitor the Architectural team to ensure completion of Construction Documents per the project schedule. Attend and represent the College in meetings, User-Group Meetings, and College-Wide Coordination Meetings to facilitate the projects and ensure adherence to College program and design standards.
- b. Constructability Review. Provide Constructability Review of documents, coordinate and reconcile comments with the Architectural teams.
- c. Value Engineering Review. Coordinate the College's Value Engineering Review Workshop during the Design Development Phase of the Projects.
- d. Maintenance Review. Coordinate the College's Maintenance Review Workshop during the Design Development Phase of the Projects.
- e. Cost Estimating Services. Monitor each project and ensure compliance of the project with the College's project budget. Provide Cost Estimating Services for each project at Schematic Design, Design Development, and Construction Documents. Indicate your approach to providing these services in the most cost-effective manner possible. Indicate examples of higher education projects where your firm has successfully monitored project costs to meet budget.
- f. Scheduling Services. Develop project schedules, for Design and Construction Phases, meeting deadlines required by the College. Monitor Architectural teams to ensure that Construction Documents will be completed per the project schedule. Develop project Construction Phase schedules.
- g. Bid and Award Phase Services. Provide comprehensive Bid and Award Phase Services including: assisting in the coordination of the preparation of specifications for each project from the College's master specifications; coordination of document distribution; Bid Marketing; Walk-Through's; coordination with bidding Contractors; assist College's purchasing department with managing Bid Process including Bid Opening and related tasks prior to award of contract; provide recommendation for award and coordinate all pre-construction tasks.

B. On-Site Construction Management

a. Management for General Contractor or Limited Package Multiple Prime Contracting. Provide comprehensive Construction phase services for the renovation and roofing projects. Firms should provide cost proposals reflecting either General Contractor or Limited Multi-Prime approaches and indicate their preference and an associated range of costs for General Conditions where appropriate. Firms should assume full project responsibility including management and coordination of all construction activities, including but not limited to change order review, shop drawing review and on-site management.

II. BACKGROUND ON WARREN COMMUNITY COLLEGE

General

WCCC is a fully accredited, two-year institution of higher education offering Associate's degrees and certification in a variety of academic areas. The College's main campus is located at 475 Route 57 West, Washington, N.J. in Northwestern New Jersey. The main campus resides on 80 acres and consists of one main building. Currently, the square footage is 85,000 sq. ft.

WCCC has an Education Center located in Phillipsburg, N.J. at 445 Marshall Street. This building has a total area of 52,500 sq. ft. Of this area, the College utilizes approximately 27,400 sq. ft. consisting of classrooms, office space and common areas. The New Jersey Dept. of Labor and Workforce Development occupies approximately 10,000 sq. ft. There is a business incubator for start-up entrepreneurs that consists of office space and conference rooms totally 7,500 sq. ft. In addition, there is approximately 7,600 sq. ft. of unoccupied potential tenant space.

It is renovation of the Educational Center that will be the focus of initial services. We anticipate a renovation project of approximately \$715,000 and a roofing projected initially estimated at \$480,675.

The College has mitigation strategies in place for COVID 19. The area to be renovated is not currently unoccupied.

III. CURRENT PROJECT(S) IN DEVELOPMENT

WCCC intends to perform interior renovations to the Phillipsburg Education Center building located at 445 Marshall Street, Phillipsburg, NJ. This project involves the renovation of an estimated 6,500 sq. ft. of interior building area, previously serving as offices for the Phillipsburg Board of Education, as a new drone technology suite. Except for the construction of a new 11' x 20' (est.) Server Room and new 11' x 20' (est.) Pod Casting/Interview Room within a portion of the existing open office area, existing room and interior door configurations will remain as-is without change. In addition, the College intends to do a partial roof replacement of approximately 13,000 sq. ft. The Project(s) shall be built in accordance with the Contract Documents, including, but not limited to, the requirements of the drawings, general and supplementary conditions and specifications prepared by EI Associates, 8 Ridgedale Avenue, Cedar Knolls, New Jersey 07927 (Architect).

Response Date: In order to be considered for selection, proposals must be received at Warren Community College, Office of Campus Operations, (475 Route 57 West, Washington, N.J. 07882) no later than 1:00 pm on Thursday August 26, 2021.

Any proposal in route will not be considered timely and will be returned unopened. Proposals received after the aforementioned deadline will be late and ineligible for consideration.

Inquiries: All inquiries or requests for clarification arising after the issuance of this RFP shall be submitted in writing by email or fax to:

Dennis Florentine
Dean of Administration
Warren Community College
475 Route 57 West
Washington, N.J. 07882
Fax: 908-689-9262
Email: dflorentine@warren.edu

Questions and answers will be consolidated and provided to all firms on record as having received this RFP.

Consideration of Proposals: The College may award a contract based on initial proposals received without discussion of such proposals with responding firms. Accordingly, each proposal should be submitted with the most favorable price and service available. The College reserves the right to initiate discussion should clarification or supplementation be necessary.

Oral Presentation: If an oral presentation by a firm is required by WCCC, these presentations will be scheduled by the Dean of Administration subsequent to the receipt of proposals and prior to the award of the contract.

Award of the Contract: The Board of Trustees is authorized to enter into a contract for the proposed services based on a recommendation from the Board's Operations Committee to award the contract to the selected qualified architect. The decision of the Board of Trustees is final.

Incurring Costs: The College will not be liable for any cost that firms may incur in the preparation or presentation of their proposal(s). Proposals should be concise, straightforward and prepared simply. However, there is no intent within these instructions to limit a proposal's content or to exclude any relevant or essential data.

Addendum to RFP: In the event that it becomes necessary to revise this RFP in total or in part, an addendum will be provided to all firms on record as having received this RFP.

Authorized Firm Representatives: The proposal will list the name, title, office address, telephone number, email and fax number (if any) of the person(s) authorized to represent the firm regarding this RFP.

Assignment: The successful firm shall not assign or subcontract any portion of its obligations under the contract without the prior written consent of the College. Assignment or subcontracting shall in no way relieve the successful firm of any of its obligations.

Compliance: The firm hereby agrees to abide with all applicable federal, state, county and township laws and be responsible for obtaining and/or maintaining licenses that may be required. The College is governed by N.J.S.A. 18A:64A- 25.1 et seq.

The respondent must comply with PL2005.c.19, c.51 and c.271; N.J.S.A. 19:44A-20.4, *et seq.* Respondent is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A- 20.13 (P.L. 2005 c.271,s.c) if it receives a contract in excess of \$50,000.00 from a public entity.

The respondent is required to conform with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 et seq.; and must be registered with the Affirmative Action Office, State House, Trenton, New Jersey 08625. The respondent must submit an Equal Employment Opportunity Certification with the bid.

The respondent is required to comply with P.L., 2004, C57, for New Jersey Business Registration Requirements and a NJ Business Registration Certificate must be submitted prior to execution of the contract.

Acceptance of Services Rendered: The College, through its designated representatives, will be the sole determining judge of whether services rendered under this RFP satisfy the requirements as identified.

Anti-Collusion: The submittal of a proposal constitutes agreement that the Respondent has not divulged its proposal to other responders, nor has the company colluded with any other firms or parties to a proposal what-so-ever.

Written Contract: The successful Respondent will be required to enter into a written agreement with the College specifying the scope of services to be provided and payment terms. The agreement will include, among other things, requirements for the following insurance and indemnification.

Insurance: The successful Respondent shall be required to maintain comprehensive general liability insurance of at least \$1,000,000.00 naming the College as an additional insured in any such policy of insurance thereof for this specific contract of services and shall provide the College with a Certificate of Insurance as evidence of said policy upon execution of an agreement.

The firm shall maintain professional liability insurance of at least \$1,000,000.00 and shall provide the College with a Certificate of Insurance as evidence of said policy upon execution of this agreement.

Indemnification: Upon execution of the agreement with the College, the successful Respondent agrees to indemnify and will hold the College harmless from all liability, claims, and actions and cost arising from all negligent acts or omissions of the Respondent, its agents, servants, employees, consultants and/or subcontractors, including cost of defense and/or attorney's fees engendered thereby.

IV. PROPOSAL RESPONSE OUTLINE

Respondents must submit two copies of their proposals. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

- A. LETTER OF TRANSMITTAL:** The letter of transmittal should include an introduction about the firm including the name, address, telephone number, fax number and email address of the person(s) to be contacted along with others who are authorized to represent the firm in dealing with this RFP.
- B. EXECUTIVE SUMMARY:** An executive summary will briefly describe the firm's approach in providing services. It should also indicate any major requirements that cannot be met by the firm.
- C. DETAILED DISCUSSION:** This section should constitute the major portion of the proposal. Failure to provide a written response to items indicated in the RFP will be interpreted by the College as an inability by the firm to provide the requested service or function. This section should include the following:
 - Listing and resumes of officers, directors or partners of the firm
 - A description of the current level of the firm's activity
 - References from projects of various size and scope with a college setting
 - List of at least three clients, including names and phone numbers, who can be contacted as references within the last five years
- D. COST PROPOSAL:** The firm must submit hourly rates and a percentage for reimbursable items.
- E. REFERENCES:** The firm must submit at least three references as well as all performance experience with other Colleges.
- F. MISCELLANEOUS:** Additional information and attachments, if any, may be submitted by the firm.

V. PROPOSAL EVALUATION

The selection of a firm will be based on the College's evaluation of the proposal in accordance with the responses received to the criteria outlined below.

Respondents will be evaluated on their past experience, project organization, past performance, ability to respond to user requirements, experience working with other county colleges, and evidence of an appropriate balance of design creativity and budget control.

The Respondent is responsible for the accuracy of the information submitted.

Evaluation: The College reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers; and its decision will be final.

VI. SUBMITTALS – All responses to this RFP should be clearly marked and addressed as follows:

**Dennis Florentine
Dean of Administration
Warren Community College
475 Route 57 West
Washington, N.J. 07882
Phone: 908-835-2626**

All responses must be received in the Office of Campus Operations by 1:00 PM on Thursday August 26, 2021 Responses received after this time and date will not be considered.

Address all questions regarding this RFP to Dennis Florentine, 908-689-9262 (Fax), or dflorentine@warren.edu (email) -- email is preferred. Questions must be received by the end of the business day on Thursday August 12, 2021. Responses will be addressed to all proposers by the end of the business day on Tuesday August 17, 2021.

Warren Community College assumes no liability or responsibility for the cost incurred by the firm for any materials, efforts or expenses required in the preparation of this application or in connection with presentations or demonstrations made prior to the execution of a contract.

Conditions Applicable to RFP

Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

- All cost incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The College reserves the right in its sole judgment to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- The College reserves the right in its sole judgment to reject any Respondent that submits incomplete responses to this RFP.
- All Qualification Statements shall become the property of the College and will not be returned.

Rights of College

The College reserves and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Qualification Statement received complies or fails to comply with the terms of the RFP.

- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To request any clarification or supplementation from one or more Respondents.

The following forms shall be completed and a valid New Jersey Business Registration Certificate shall be submitted either as part of the proposal response or presented prior to formal award by the Board of Trustees.

Form A: Non-collusion affidavit

Form B: Stockholder's disclosure

Form C: Evidence of affirmative action

Form D: Disclosure of investment activities in Iran

Form E: Americans with Disabilities

Form F: Signatory page

Form G: Schedule of fees

Form H: Acknowledge of addenda

New Jersey Business registration certificate to be provided by the responding firm with the proposal or prior to time of contract award

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____ County of _____

_____, Being First Duly Sworn, Deposes and

Says that:

S/He is (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid;

- 1) S/He is fully informed respecting the preparation and contents of the attached Bid on the College's Contract and of all pertinent circumstances respecting such Bid;
- 2) Such Bid is genuine and is not a collusive or sham Bid;
- 3) Neither the said Bidder nor any of its officers, partners, owners, employees, agents representatives, or parties in interest, has in any way colluded, conspired, connived or agreed directly or indirectly with any representative of the College, any other Bidder, or any other firm or person for the purpose of submitting a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any representative of the College, any other Bidder, or any other firm or person to fix the price or prices in the attached Bid or of any Bid by another Bidder, or to fix any overhead, profit or cost element of the Bid Price of the attached Bid or the Bid Price of any other Bidder or in order to secure, through any collusion, conspiracy, connivance or unlawful agreement, an advantage against the Warren Community College or any other Bidder or potential Bidder;
- 4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and
- 5) No person or selling agency has been employed or retained by Bidder to solicit or secure this Contract in exchange for a commission, percentage, brokerage or contingent fee.

(Signed) _____

(Title) _____

Subscribed and Sworn to before me
this _____ day of _____, 20____

_____. Signature

Name _____

My commission expires: _____

BIDDER'S OWNERSHIP DISCLOSURE STATEMENT

Bidder must specify whether bidding as an Individual, Partnership or Corporation and fill in the appropriate section shown herein.

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Owner a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability company, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

INDIVIDUAL: (If the Bidder is an individual, complete the following)

Full Name: _____

Trading as: _____

LEGAL ENTITY: (If the Bidder is not an individual, complete the following)

Corporation/LLC/Partnership Name: _____

Full Name of Officer signing Bid: _____

Title of Officer signing Bid: _____

State in which company/partnership is incorporated or registered:

Name and Address of each owner owning ten percent (10%) or more of company or partnership, indicating percentage of ownership for each listed individual.

NAME

ADDRESS

_____ Percentage of Ownership.

NAME

ADDRESS

_____ Percentage of Ownership

Use additional sheets if needed.

If a legal entity has been listed in the prior response, identify below any owner of 10% of more of such legal entity:

NAME

ADDRESS

_____ Percentage of Ownership

Bidder's Name

_____ Title

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

AFFIRMATIVE ACTION EVIDENCE

Procurement and Service Contracts

“Bidders are required to comply with the requirements of P.L. 1975 c. 127”

A. All Contracts

1. Within seven (7) days after receipt of the notification of intent to award this contract or receipt of the contract, whichever is sooner a procurement contractor should present one of the following to Warren Community College.
 - a. An existing federally approved or sanctioned affirmative action program.
 - b. A Certificate of Employee Information Report Approval.
 - c. If the contractor cannot present “a” or “b”, the contractor is required to submit a completed employee Information Report (Form AA302). This form will be made available to the contracts by the Warren Community College

The following questions must be answered by all prospective bidders:

1. Do you have a federally approved sanctioned Affirmative Action Program?

 YES NO
 - a. **If yes, please submit a photo static copy of such approval.**
2. Do you have a State of New Jersey certificate of Employee Information Report approval?
 - a. **If yes, please submit.**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**PART 1: CERTIFICATION****BIDDER MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE
PROPOSAL NON-RESPONSIVE**

Pursuant to N.J.S.A. 18A: 64A-25.43, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a Contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in Investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidder **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Bidder's Bid non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or Contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to N.J.S.A. 18A: 64A-25.43 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer "or representative of the entity listed above and I am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.**

OR

- I am unable to certify as above because the Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-**

responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name	Relationship to Bidder/Offeror
_____	_____
Description of Activities	

Duration of Engagement	Anticipated Cessation Date
_____	_____
Bidder/Offeror Contact Name	Contact Phone Number
WCCC _____	_____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing Information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any Contracts with the State to notify the State In writing of any changes to the answers of information contained herein. I acknowledge that I am aware that It is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that It will also constitute a material breach of my agreements with the WCCC and that the WCCC at its option may declare any Contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

Title:

Date:

Equal Opportunity for Individuals with Disability

The successful Bidder does hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of WCCC pursuant to this Contract, the successful Bidder agrees that the performance shall be in strict compliance with the Act. In the event that the successful Bidder, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the successful Bidder shall defend WCCC in any action or administrative proceeding commenced pursuant to this Act. The successful Bidder shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The successful Bidder shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the successful Bidder agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if WCCC incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

WCCC shall, as soon as practicable after a claim has been made against it, give written notice thereof to the successful Bidder along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the successful Bidder every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by WCCC of the services provided by the Contractor pursuant to this Contract will not relieve the successful Bidder of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless WCCC pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the successful Bidder, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the successful Bidder expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the successful Bidder's obligations assumed in this Agreement, nor shall they be construed to relieve the successful Bidder from any liability, nor preclude WCCC from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Bidder's Name: _____

Date: _____

Bidder's Binding Signature: _____

Name of Signatory: _____

Title of Signatory: _____

**PROPOSAL COVER SHEET FOR THE RFP FOR PROFESSIONAL
CONSTRUCTION MANAGEMENT SERVICES**

I agree that all statements made in this proposal are factual and the proposer will comply with the specifications in this RFP.

Proposal Submitted by:

Name

Date

Title

Organization

Please include this form or a like signature page in your submission to the College.

Warren Community College

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____