

## INSTRUCTIONS TO BIDDERS

### ARTICLE IB

#### **IB 1            Bid Proposals**

IB 1.1 Sealed proposals for the work described herein must be received and time-stamped at the University prior to the closing date and time for proposals as stated in the Advertisement and/or Notice to Bidders. Bidders are cautioned that reliance on the U.S. Postal Service or other delivery services for timely delivery of proposals is at the bidder's risk. Failure by the Contractor to have sealed proposals reach the University by the prescribed time will result in a return of the submission unopened and unread.

IB 1.2 Bids are required to be submitted for a single Contract for all the Work with all trade disciplines included.

IB 1.3 The Instructions to Bidders, Bid Form, Contract Forms, Drawings and Specifications, and other Contract Documents are available for download at no cost at the William Paterson University Capital Planning Website [www.wpunj.edu/capital-planning/rfp.dot](http://www.wpunj.edu/capital-planning/rfp.dot).

IB 1.3.1 The Contracting Officer reserves the right to deny award to any bidder who is not clearly responsible, based upon experience, past performance, and financial capability to perform the work required hereunder, or upon other material factors.

IB 1.4 Bid proposals based upon the Instructions to Bidders, Drawings, Specifications, General and Supplemental Conditions, Addenda and other Contract Documents shall be deemed as having been made by the Contractor with full knowledge of the conditions included therein. Bidders are required to visit the site prior to submitting proposals for the work herein described, and to have thoroughly examined the conditions under which the Contract is to be executed including those reasonably observable conditions of the premises which could hinder, delay, or otherwise affect the performance of the Work required under the terms of the Contract. Only firms attending the mandatory site visit and signing the sign-in sheet are eligible to bid on the project. The University will not allow claims for additional costs as a result of the Contractor's failure to become aware of the reasonably observable conditions affecting their required performance. The Bidder is required to make appropriate allowances in the preparation of their bid for the accommodation of such conditions. The Bidder must warrant that he is familiar with conditions existing at the site at the time the bid is submitted.

IB 1.4.1 The Owner assumes no responsibility for the accuracy of data furnished, which relates to existing conditions. If any bidder deems it advisable, the bidder shall, at their own expense, conduct exploration to the degree he believes necessary to assure himself of the conditions actually prevailing.

IB 1.4.2 Submission of a proposal will be construed as evidence that the bidder has familiarized himself/herself with existing conditions and has obtained whatever additional data is believed to be necessary. Claims based on difficulties encountered, which could have been anticipated through such actions, will not be recognized.

IB 1.5 Proposals shall be submitted using the standard proposal form provided by the University, enclosed in a sealed envelope. The name and address of the Bidder must be indicated on the envelope, as well as the University project number, project location and other appropriate identification. In the event of a Bidder submitting multiple proposals, the Bidder must provide a separate Proposal form for each specific proposal, each in its own envelope.

IB 1.6 All amounts in the proposals shall be stated in numerical figures only.

IB 1.7 The bidder must include in the bid envelope the entire completed Proposal Form, including the affidavit of non-collusion and bid security, and all other items delineated in the Supplemental Instructions for Bidding and Completing Proposal Forms. Where indicated, Proposal Form pages shall be notarized, signed and with corporate seal.

IB 1.8 Proposals shall remain open for acceptance and may not be withdrawn for a period of sixty (60) days after bid opening date, except as permitted in section IB2.3. Bids may also remain open for acceptance for more than 60 days with the consent of the bidder.

IB 1.9 In the case of proposals for a single Contract, the proposal shall set forth the names and license numbers of, and evidence of performance security from all subcontractors to whom the Bidder will subcontract the work described in IB1.2, numbers 2 through 5.

## **IB 2 Bid Modification**

IB 2.1 A bidder may modify its bid by withdrawing the submitted bid and resubmitting a revised bid at any time prior to the scheduled closing time for receipt of bids. A written confirmation by letter or email submitted by the bidder, withdrawing and resubmitting its bid, must be mailed or emailed and received by the University

prior to the specified closing time. Modified bids shall be accompanied by a newly executed affidavit of non-collusion.

IB 2.2 Email and other communications shall not relieve the bidder of the requirement to submit a formal hard copy of the sealed bid as required.

IB 2.3 Bids may be withdrawn upon written request received from bidders prior to the time fixed for the bid opening. Right of withdrawal of a bid is lost after bids have been opened. If any error has been made in the bid amount, request for the relief from the bid may be made in writing to the Contracting Officer within 48 hours of the bid opening. The written request shall be signed by an authorized corporate officer. A determination of whether the Bidder will be released will be at the sole discretion of the Contracting Officer, who shall issue their finding within five (5) days of their receipt of all pertinent information relating to such request for relief.

### **IB 3                      Qualification of Bidders**

IB 3.1 If the successful bidder is a corporation, not organized under the laws of the state of New Jersey, or not authorized to do business in this State, award of the Contract will be conditioned upon the prompt filing by the said corporation of a certificate to do business in this State and complying with the laws of this State in that regard. This filing shall be made with the Department of State. No award of Contract will be made until the Department of Treasury, Division of Revenue confirms this authorization.

IB 3.2 The University requires that the Contractor shall perform a minimum of thirty-five percent (35%) of the contract work. The Contracting Officer, however, may in their sole discretion, reduce this percentage depending upon the nature and circumstances in any particular case, if he determines that to do so would be in the best interests of the University provided that a written request is submitted to him with the original proposal.

IB 3.3 The University reserves the right to reject a Bidder at any time prior to the signing of a Contract if information or data are obtained which, in the opinion of the Contracting Officer, adversely affect the responsibility and/or the capability of the Bidder to undertake and complete the work regardless of the Bidder's previous qualification or classification. The University may conduct any investigation it deems necessary to determine the Bidder's responsibility and capacity and the bidder shall furnish all information and data for this purpose as the University may request.

IB 3.4 Bidders are required to possess the appropriate DPMC classification and financial capacity and bonding requirements, consistent with the Prequalification Statute

(N.J.S.A.52:35-1 et seq.) in order to have their bids considered. An appropriate Notice of DPMC Classification is required to be submitted with the bid.

IB 3.5 Prequalification of Bidders pertains to all those bidders directly submitting a bid to the University. It does not pertain to sub-contractors submitting proposals to Bidders.

IB 3.6 The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires all contractors, subcontractors, or lower tier subcontractors (*including subcontractors listed in bid proposals*) who bid on or engage in the performance of any public work to register with the Department of Labor and Workforce Development. Bidders must be registered by the bid due date. Subcontractors must be registered prior to award.

#### **IB 4                    Consideration of Bids**

IB 4.1 Award of contracts or rejection of bids:

- a. A Contract will be awarded to the lowest responsible bidder whose bid is deemed the most advantageous to the University. The Award(s) will be made, or the bids rejected, within sixty (60) days from the date from the opening of the bids, except as provided in IB 1.8.
- b. The bid security deposits of the successful bidder and the next two (2) lowest bidders will be retained by The University until the execution and delivery of a formal Contract and Performance and Payment Bonds by the low bidder. At such time, the bid deposits of the other two (2) low bidders will be returned.
- c. The Contracting Officer reserves the right to award the Contract or Contracts based on any one of the following options, as he deems most advantageous to the University:
  1. Single Bid for the entire work.
  2. Separate Bids for the General Construction, Structural Steel, Plumbing and Fire Protection, HVAC, and Electrical Work.
  3. Combination of Single Bid and Accepted Alternate Bids.
  4. Combination of Separate Bids and Accepted Alternate Bids.

- d. Alternate Bids will be accepted or rejected in numerical sequence as cited in the Bid Documents and will not be selected at random. Add alternate bids and Deduct alternate bids shall be separated. The University may choose from the add and deduct alternates without priority between the two groups so long as selection within each group is in numerical sequence. This limitation shall not apply, however, to any alternate bids concerning proprietary items.
- e. Should submission of unit prices be required for specified items of work in proposals, they may, at the discretion of the Contracting Officer, be considered in the evaluation of bids. Unit prices provided by the contractor on the bid form are inclusive of all associated costs including labor, materials, bonds, insurance, overhead and profit.
- f. The Contracting Officer reserves the right to waive in their sole discretion any bid requirements when such waiver is in the best interests of The University and where such waiver is permitted by law.
- g. The Contracting Officer reserves the right to reject any and all bids when such rejection is in the best interests of The University. The Contracting Officer also may reject the bid of any bidder who, in their judgment, is not responsible or capable of performing the Contract based on financial capability, past performance, or experience. A bidder whose bid is so rejected may request a hearing before the Contracting Officer by filing a written notice within seven (7) days of the transmittal of the rejection.

IB 4.2 The Bidder to whom a Contract is awarded shall execute and deliver the requisite documents including Payment and Performance Bonds within the time specified. Upon their failure or refusal to comply in the manner and within the time specified, the Contracting Officer may either award the Contract to the next low responsible bidder or re-advertise for new proposals. In either case, the Contracting Officer may hold the defaulting bidder and their surety liable for the difference between the applicable sums quoted by the defaulting bidder and that sum which the University may be obligated to pay to the Contractor who undertakes to perform and complete the work of the defaulting bidder.

## **IB 5                      Bid Bond/Certified Check**

IB 5.1 Each proposal shall be accompanied by a Bid Bond or by a certified check, made payable to the University, equal to or greater than ten percent (10%) of the amount of the proposal, as evidence of good faith, which guarantees that if the proposal submitted by the Bidder is accepted, the Bidder will enter into the Contract and furnish the required Documents and Surety Bonds. If a Bid Bond is submitted, it shall also provide that the Surety issuing the Bid Bond will be bound to issue the required Payment and Performance Bonds, if the Bidder is awarded the Contract. If the Bidder whose proposal is accepted is unable to provide the Performance and Payment Bonds or fails to execute a Contract, the Contracting Officer may hold the defaulting bidder and their surety liable for the difference between the applicable sum quoted by the defaulting Bidder and that sum which the University may be obligated to pay to the Contractor who undertakes to perform and complete the work of the defaulting bidder. The University reserves the right to retain any certified check deposited hereunder as reimbursement for the difference as aforesaid, and shall return any not required balance to the Bidder. Should there be a deficiency in excess of the Bid deposit, the Bidder and the Surety shall pay the entire amount of the University's difference in cost upon demand. Nothing contained herein shall be construed as a waiver of any other legal remedies the University may have by reason of a default or breach by the Contractor. Certified checks or bonds submitted by unsuccessful bidders will be returned after the Contract has been executed as described in IB4.1.b. Contractors electing to furnish a bid bond must include consent of surety, both in form acceptable to the University.

IB 5.2 Attorneys in Fact who sign Bid Bonds or Contract Bonds shall file a certified Power of Attorney with the University indicating the effective date of that power.

## **IB 6                      Awards**

IB 6.0 Unsuccessful bidders will receive Notice of Intent to Award at the email address provided during the mandatory pre-bid conference. Bidders have 10 business days from receiving the Notice of Intent to Award to protest a bid or intended award in writing, citing the reason. If bidders wish to protest a the bid documents, that must also be done in writing, citing sufficient reason, but prior to the last deadline for questions with respect the bidding process.

IB 6.1 In executing a Contract, the successful bidder agrees to perform their work in a good and workmanlike manner to the reasonable satisfaction of the Contracting Officer and to perform all work consistent with the contract schedule milestones and calendar days detailed in the Supplemental General Conditions.

IB 6.2 The successful Bidder will be given a Notice of Award, specifying the time and place of the Award Meeting at which the Contract will be signed. Key requirements in the conduct of the Contract, including, but not limited to, schedule requirements for the performance of the Contract, manner and schedule of payments and other administrative details will be reviewed at the Award Meeting. The time and place of the first Project Progress Meeting also will be announced.

## **IB 7 Performance and Payment Bond**

IB 7.1 The Bidder must submit with their Bid a certificate from a Surety company stating that it will provide the Bidder with the required Performance and Payment Bonds in the specified amount and form.

IB 7.2 The successful Bidder shall furnish within ten (10) calendar days after Notice of Award a Performance Bond in statutory form in an amount equal to one hundred percent (100%) of the total Contract Price as security for the faithful performance of this Contract and also a Payment Bond in statutory form in amount equal to one hundred percent (100%) of the Contract Price as security for the payment of all persons and firms performing labor and furnishing materials in connection with this contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with the law. If in one instrument, the amount of the Payment and Performance Bond shall be two hundred percent (200%) of the Contract Price. No Contract shall be executed unless and until each Bond is submitted to and approved by the University. The surety must be presently authorized to do business in the State of New Jersey and meet the requirements of P.L. 1995 c.384 and those included herein.

Payment and Performance Bonds will not be accepted, unless there is attached thereto a Surety Disclosure Statement and Certification to which each surety executing the bond shall have subscribed in the form provided.

IB 7.3 The cost of all bonds shall be paid by the Contractor.

IB 7.4 If at any time the University, for justifiable cause, is dissatisfied with any surety or sureties who have issued, or propose to issue, the Performance and/or Payment Bond, the Contractor shall, within ten (10) days after notice from the University to do so, substitute an acceptable bond (or bonds) in such form and sum and executed by such other surety or sureties as may be satisfactory to the University. No Contract shall be executed and/or no payment made under a Contract until the new surety or sureties have furnished such an acceptable bond to the University.

IB 7.5 Bonds shall be legally effective as of the date the Contract is signed. Bonds shall indicate the Contractors' name exactly as it appears on the Contract. Current Attorney In Fact instruments and financial statement of the surety must be included with the Bonds. Bonds shall be executed by an authorized officer of the surety. Bonds furnished under this article shall conform in all respects to the requirement and language of N.J.S.A. 2A:44-143 to 147.

IB 7.6 Bonding shall be consistent with N.J.S.A. 18:64-68 as follows:

William Paterson University requires that all performance bonds be issued by a surety which meets the following standards:

(1) The surety shall have the minimum surplus and capital stock or net cash assets required by R.S.17:17-6 or R.S.17:17-7, whichever is appropriate, at the time the invitation to bid is issued; and

(2) With respect to all payment and performance bonds in the amount of \$850,000 or more,

(a) if the amount of the bond is at least \$850,000 but not more than \$3.5 million, the surety shall hold a current certificate of authority, issued by the United States Secretary of the Treasury pursuant to 31 U.S.C.s.9305, that is valid in the State of New Jersey as listed annually in the United States Treasury Circular 570, except that if the surety has been operational for a period in excess of five years, the surety shall be deemed to meet the requirements of this subparagraph if it is rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies, which rating company or companies shall be determined pursuant to standards promulgated by the Commissioner of Banking and Insurance by regulation adopted pursuant to the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), and

(b) if the amount of the bond is more than \$3.5 million, then the surety shall hold a current certificate of authority, issued by the United States Secretary of the Treasury pursuant to 31 U.S.C.s.9305, that is valid in the State of New Jersey as listed annually in the United States Treasury Circular 570 and, if the surety has been operational for a period in excess of five years, shall be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies, which rating company or companies shall be determined pursuant to standards promulgated by the Commissioner of Banking and Insurance by regulation adopted pursuant to the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.). A surety subject to the provisions of subparagraph (b) of this paragraph which does not hold a certificate of authority issued by the United States Secretary of the Treasury shall be exempt from the requirement to hold such a certificate if the surety meets an equivalent set of standards developed by the Commissioner of Banking and Insurance through regulation which is at least equal, may exceed, the general criteria required for issuance of a certificate of authority by the United States Secretary of the Treasury pursuant to 31 U.S.C.s.9305. A surety company seeking such an exemption shall, not later than the 180th day following the effective date



of P.L.1995, c.384 (N.J.S.2A:44-143 et al.), certify to the appropriate State college that it meets that equivalent set of standards set forth by the commissioner as promulgated.

The University shall not accept more than one payment and performance bond to cover a single construction contract. The University may accept a single bond executed by more than one surety to cover a single construction contract only if the combined underwriting limitations of all the named sureties, as set forth in the most current annual revision of United States Treasury Circular 570, or as determined by the Commissioner of Banking and Insurance pursuant to R.S.17:18-9, meet or exceed the amount of the contract to be performed.

The University shall not accept a payment or performance bond unless there is attached thereto a Surety Disclosure Statement and Certification to which each surety executing the bond shall have subscribed. This statement and certification shall be complete in all respects and duly acknowledged according to law, and shall have substantially the following form:

#### SURETY DISCLOSURE STATEMENT AND CERTIFICATION

, surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C.s. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the

United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to *R.S.17:18-9* as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

(4) The amount of the bond to which this statement and certification is attached is \$ .

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for the reinsurance requirement established under P.L.1993, c.243 (*C.17:51B-1 et seq.*) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

#### CERTIFICATE

(to be completed by an authorized certifying agent  
for each surety on the bond)

I (name of agent), as (title of agent) for (name of surety), a corporation/mutual insurance company/other (indicating type of business organization) (circle one) domiciled in (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID.

(Signature of certifying agent)  
(Printed name of certifying agent)  
(Title of certifying agent)

## **IB 8                    Addenda and Interpretations**

IB 8.1 No interpretation of the meaning of the Drawings, Specifications or other bid documents will be provided to any prospective bidder unless such interpretation is made in writing to all prospective bidders as an Addendum prior to bid opening. Receipt of all Addenda must be acknowledged in bid proposals submitted. Failure of a Contractor to acknowledge receipt of all such Addenda in their proposal shall result in their proposal being considered non-responsive, at the option of the Contracting Officer. Any interpretations not in accordance with this provision shall be unauthorized and not binding upon the University.

IB 8.2 Every request for additional information or an interpretation relating to clarification or correction of the Drawings, Specifications or other bid documents shall be made by email to [capitalplanning@wpunj.edu](mailto:capitalplanning@wpunj.edu) and must be received prior to the posted or published time for the last day for questions. Every request must also be submitted in a format where the text can be “cut and pasted” to avoid retyping in the response. Any and all additional information, interpretations, clarifications or corrections and any supplemental instructions will be issued from the University by emailing the form of an addendum no later than three (3) business days prior to the date of the opening of bids. All Addenda issued shall become part of the Contract Documents and will be posted on the Capital Planning website.

IB 8.3 Each Bidder shall be responsible for thoroughly reviewing the Contract Documents prior to submission of bids. Bidders are advised that no claim for expenses incurred or damage sustained on account of any error, discrepancy, omission, or conflict in the Contract Documents will be recognized by the University unless, and only to the extent that a written request for interpretation, clarification, or correction has been submitted in compliance with IB 8.2, and the matter has not been addressed by the University through the issuance of an Addendum interpreting, clarifying and/or correcting such error, discrepancy, omission, or conflict.

## **IB 9                    Assignments**

IB 9.1 The Contractor shall not assign the whole or any part of this contract without written consent of the University. Money due or to become due the Contractor hereunder shall not be assigned for any purposes whatsoever.

## **IB 10                  Taxes**

IB 10.1 In general, bidders, in preparing their bids, must take into consideration applicable federal and state tax laws.

IB 10.2 Under Chapter 32 of the Internal Revenue Code, an exemption certificate is on file with the Contracting Officer of the Division of Purchase and Property (Number 22-75-005).

IB 10.3 Materials, supplies, or services for exclusive use in erecting structures or buildings or otherwise improving, altering or repairing all University owned property are exempt from the state sales tax.

IB 10.4 Bidders must make their own determinations as to the current status and applicability of any Tax Laws and the Contractor may make no claim based upon any error or misunderstanding as to the applicability of any tax laws.

IB 10.5 Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act.

## **IB 11                    Restrictive Specifications**

IB 11.1 Should any Bidder determine before the bid due date and time that any portion of the Specifications or Drawings specify a particular product which can be provided by only one supplier or manufacturer, with the result that competitive prices are not available, he shall immediately notify the Contracting Officer at [capitalplanning.edu](mailto:capitalplanning.edu) of such fact with supporting documentation.

IB 11.2 If such notice is not given prior to the bid due date and time, it shall be assumed that the Bidder has included the estimate of such sole source in its bid. In the alternative, if the Contracting Officer is notified in a timely manner, of the requirement in the specification of a sole source of supply or manufacture, he may order the plans/specifications to be revised, the project to be bid again, or take any other lawful action.

IB 11.3 The Supplemental Instructions for Bidding will list items that shall not be substituted with the associated drawings numbers or specification sections.

## **IB 12                    Offer of Gratuities**

IB 12.1 N.J.S.A. 52:34-19 makes it a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the State. It is the policy of the University to treat the offer of any gift or gratuity by any company, its officers, or employees, to any person employed by William Paterson University as

grounds for debarment or suspension of such company from bidding on and providing work or materials on University contracts.

### **IB 13                    New Jersey Business Registration Requirements**

IB 13.1 In compliance with N.J.S.A 52:32-44, the contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

A contractor must provide proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors") prior to the time the contract is awarded or authorized.

After award of the contract, a contractor must obtain proof of business registration of subcontractors and suppliers through all tiers of a contract, when the value of the goods or services to be provided by the subcontractor or supplier exceeds 15% of the contracting agency's bid threshold.

### **IB 14                    Political Contribution Requirements**

**Pursuant to N.J.S.A. 19:44A-1 et seq., (P.L. 2005, Chapter 51, as amended by P.L. 2009, c.56) the University may not enter into any contract or other agreement exceeding \$17,500 with business entities or individuals that have made certain political contributions of \$300 or more as set forth in the statute. It is required that all bidders accurately complete a Vendor Certification of Political Contributions Form, which is included with the Proposal Form. The business entity shall have a continuing duty to report any contribution it makes during the term of the contract.**

Compliance with this law shall be a material term and condition of the Contract and binding upon the parties thereto upon the entry of all applicable contracts.

Additional information may be obtained on the University's website at <http://www.wpunj.edu/purchasing/public-law-2005-chapter-51-and-executive-order-117.dot>.

## **IB 15                    ADDITIONAL "PAY-TO-PLAY" RESTRICTIONS**

Executive Order No. 117 (Corzine) is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
  - Officers of corporations and professional services corporations, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
  - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
  - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation's stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or

to a political party committee within whose jurisdiction the contributor resides.

2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

***Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008. It is required that all bidders accurately complete a Vendor Certification of Political Contributions Form, which is included with the Proposal Form.***

**IB 16 State of New Jersey Executive Order #151**

**Governor Jon S. Corzine**

WHEREAS, New Jersey is one of the most racially, culturally, and ethnically diverse states in the United States, and this diversity is reflected in the leaders and owners of its businesses, in the leaders and members of the labor movement, and in the employees in every segment of the workforce; and

WHEREAS, the State's business community includes multi-national enterprises, industrial, commercial, and small business sectors; and

WHEREAS, the State's thousands of small businesses, each with fewer than 100 employees, together generate almost 40% of the jobs in the State; and

WHEREAS, small, minority, and women-owned business enterprises have historically been underrepresented in the receipt of State contract awards; and

WHEREAS, the State's workforce provides New Jersey's multinational enterprises, its industrial, commercial, and small business sectors, and its public and not-for-profit sectors with highly educated, highly skilled, and highly motivated employees, who contribute to the prosperity of the State while supporting their families; and

WHEREAS, in response to the current national recession, the United States Congress enacted the American Recovery and Reinvestment Act of 2009 (ARRA), which will increase federal spending at the State and local levels by approximately \$10 billion, and will fully fund certain work in the State, and partially fund other State projects; and

WHEREAS, given the recession and unemployment levels in New Jersey, it is imperative that every sector of the economy be offered the opportunity to benefit from the federal economic recovery funds and the State's own spending; and

WHEREAS, many of the State's businesses have significant public construction contracts and other contracts to provide goods or services to government and many others would like the opportunity to compete for these contracts to expand their businesses while serving the public; and

WHEREAS, residents of the State of New Jersey deserve a government that provides equal opportunity for all contractors to compete to submit winning bids on public contracts; and

WHEREAS, residents of the State of New Jersey, especially during these difficult economic times, deserve a government that does everything it can to expand job opportunities, particularly for men and women who are entering the workforce, who have experienced difficulties entering the workforce, or who have recently become unemployed or underemployed; and

WHEREAS, the State created an internet site, <http://www.recovery.nj.gov>, which outlines the allocation of New Jersey's share of economic recovery funds under the ARRA; and

WHEREAS, to spend ARRA funds transparently and ensure that those seeking work have a fair chance to obtain ARRA-funded employment, State agencies and entities should be required to post all State and ARRA-funded jobs on the State Job Bank internet site, <http://NJ.gov/JobCentralNJ>, to allow New Jersey residents to identify these employment opportunities; and

WHEREAS, the State must procure its construction services, goods, and other services as efficiently as possible, with transparency in the processing, selection, and awarding of public contracts; and

WHEREAS, robust competition for public contracts ensures that the government of the State of New Jersey obtains the construction services, goods, and other



services it needs to perform its vital functions with maximum cost effectiveness; and

WHEREAS, broad and sustained efforts to notify all potential bidders of opportunities to contract with government should be encouraged to promote competition for public contracts, thus benefiting the public fisc; and

WHEREAS, the State of New Jersey commissioned the State of New Jersey Construction Services Disparity Study 2000 – 2002 (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June 2005), and both studies documented significant disparities between the firms ready, willing, and able to do business with the State, and those firms actually awarded contracts by State departments, agencies, authorities, colleges, and universities, as a result of which this Administration created through Executive Order No. 34 (2006) the Division of Minority and Women Business Development (“Division of M/W Business Development”); and

WHEREAS, Executive Order No. 34 charged the Director of the Division of M/W Business Development with monitoring programs to increase the participation of minority and women-owned businesses in the State’s purchasing and procurement processes; and

WHEREAS, since its inception, the Division of M/W Business Development, working with the Department of the Treasury’s Office of Supplier Diversity (“OSD”), has identified strategies to increase the number of small and minority and women-owned businesses interested in and eligible to benefit from state procurement activity; and

WHEREAS, the Division of M/W Business Development and OSD have increased outreach to and expanded the ability of these businesses to fulfill bid requirements for state contracts; and

WHEREAS, the Division of Public Contracts Equal Employment Opportunity Compliance in the Department of the Treasury (Division of Contract Compliance) monitors the employment of women and minorities with businesses that contract with government in an effort to ensure that contractors and vendors make good faith efforts to hire minorities and women in accordance with targeted goals based on the United States Census’ workforce availability statistics;

NOW, THEREFORE, I, JON S. CORZINE, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of this State, do hereby ORDER and DIRECT:

1. All members of the public should be afforded the opportunity to benefit from the federal economic recovery funds and associated state spending, and in particular, this Administration re-affirms the State's commitment, expressed in statute and regulation, that every public contract, whether for construction services, goods, or other services, shall provide equal employment opportunity for women and minorities.

2. The Commissioners of the Departments of Community Affairs, Education, Environmental Protection, and Transportation; the President of the Board of Public Utilities; and the executive directors of the Schools Development Authority and the Economic Development Authority are directed to meet with members of the Governor's office, the Department of the Treasury, and representatives of the United States Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) to ensure that those departments receiving the bulk of federal economic recovery funds will provide the OFCCP their complete cooperation in complying with its mandates.

3. The Division of Contract Compliance shall be the entity within the Executive Branch responsible for determining whether minorities and women have been offered a fair opportunity for employment on State contracts. Executive branch departments and agencies, independent authorities, and State colleges and universities are directed to cooperate fully with the Division of Contract Compliance's enforcement efforts, consistent with law, and to award public contracts only to those businesses that agree to comply with equal employment opportunity and affirmative action requirements.

4. The Division of Contract Compliance shall work cooperatively with the OFCCP, including sharing its workforce data to the maximum extent permitted by law, to assist the OFCCP in its enforcement efforts.

5. When not restricted by any other State or federal law, the Division of Contract Compliance shall determine whether each of the State entities whose performance it monitors (the "Reporting Agencies" listed in Appendix A to this Order) properly allocated and released to the Department of Labor and Workforce Development, as authorized by law, one-half of one percent of the total cost of a construction contract of \$1,000,000 or more, to be used by the

department for the New Jersey Builders Utilization Initiative for Labor Diversity program to train minorities and women for employment in construction trades. This provision shall apply to those construction contracts where the funding for the contract consists entirely of appropriated funds or a combination of funds from appropriated funds and other sources.

6. As a result of the aforementioned significant disparities in employment of minorities and women on construction sites and within the construction trades, all construction contracts entered into and funded, in whole or in part, by the State shall include mandatory EEO/AA contract language (in the form of Appendix B to this Order) that requires contractors to make a good faith effort to recruit and employ minorities and women as required by provisions of the Administrative Code, including but not limited to N.J.A.C. 17:27-3.6 to 3.8, and 17:27-7.3 and 7.4. In addition to the language set forth in Appendix B, such construction contracts shall contain the contractual language as required by N.J.A.C. 17-27-3.6, 3.7, and 3.8. As to the portion of each contract that is State funded, the language of the contract shall provide, consistent with Appendix B, that payment may be withheld for failure of the contractor to demonstrate to the satisfaction of the Reporting Agency that the required good faith effort was made. Failure of a contractor to satisfy the good faith effort requirement of its contract may also subject it to assessments imposed pursuant to findings of the Division of Contract Compliance in the Department of the Treasury, in accordance with N.J.A.C. 17:27-10.

7. Except as described in subparagraphs (a) and (b) of this paragraph, each Executive Branch agency that is a recipient of federal economic recovery funds pursuant to ARRA shall include in any contract, grant, or agreement funded in whole or in part with ARRA funds a clause requiring subrecipients, contractors, subcontractors, local education agencies, and vendors to post all job openings created pursuant to the contract, grant, or agreement on the State's Job Bank at least 14 days before hiring is to commence. The clause shall state: "Since the funds supporting this contract, grant, or agreement are provided through the American Recovery and Reinvestment Act of 2009 (ARRA), the subrecipient, contractor, subcontractor, local education agency, or vendor will post any jobs that it creates or seeks to fill as a result of this contract, grant, or agreement. The subrecipient, contractor, subcontractor, local education agency, or vendor will post jobs to the New Jersey State Job Bank by submitting a job order using the form available at <http://NJ.gov/JobCentralNJ>, notwithstanding any other posting the subrecipient, contractor, subcontractor, local education agency, or vendor

might make. Any advertisements posted by the subrecipient, contractor, subcontractor, local education agency, or vendor for positions pursuant to this contract, grant, or agreement must indicate that the position is funded with ARRA funds."

a. Posting shall not be required where the employer intends to fill the job opening with a present employee, a laid-off former employee, or a job candidate from a previous recruitment, where pre-existing, legally binding collective bargaining agreements provide otherwise, or where an exception has been granted to the Reporting Agency by the Department of Labor and Workforce Development.

b. Nothing in this Order shall be interpreted to require the employment of apprentices if such employment may result in the displacement of journey workers employed by any employer, contractor or subcontractor.

8. All local government entities and local education agencies that have received or will receive directly from a federal agency federal economic recovery funds are strongly encouraged to require their contractors and subcontractors to post job openings on the State's Job Bank at least 14 days before hiring is to commence. Moreover, all New Jersey employers that enter into contracts funded with ARRA funds received by a local government entity or a local education agency directly from a federal agency are likewise strongly encouraged to post job openings created pursuant to the ARRA.

9. The Division of M/W Business Development shall send to the Reporting Agencies the contractual language set forth in Appendix C of this Order. Provisions of this contractual language have been shown to have a significant impact on (a) increasing the number of small and minority and women-owned businesses aware of contracting opportunities with the State and (b) increasing the number of such businesses competing for contracts with the State or subcontracts with entities contracting with the State. The Division of M/W Business Development shall work with each Reporting Agency to ensure the reporting of and ensure compliance with contract-specific contracting and subcontracting goals for the Reporting Agency that are consistent with the availability percentages set forth in Appendix D. These goals should incorporate good faith effort requirements and should be adjusted annually, consistent with the availability of minority and women-owned businesses for which significant disparities in utilization have been demonstrated in each business category.

10. Each Reporting Agency shall:

- a. Inform the Division of M/W Business Development of contracting opportunities at the same time that it advertises or otherwise posts public notices of such opportunities, via consistent and timely upload of all-inclusive information to the bid opportunities database services managed by the Division of M/W Business Development. All pre-bid requirements shall be prominently advertised at the time of uploading to the Division of M/W Business Development databases;
- b. Actively and regularly use the databases and other on-line services managed and operated by the Division of M/W Business Development to identify additional potential bidders. Because these databases and on-line services identify minority and women-owned businesses known to and registered or certified with the Division of M/W Business Development, the ongoing use of these resources by buyers, procurement agents, and other purchasing staff shall be closely monitored by the Reporting Agency's senior management;
- c. Contact the businesses identified in the Division of M/W Business Development's databases and on-line services to provide them with notice of the contracting opportunities available through the Reporting Agency; and
- d. Report to the Division of M/W Business Development all payments and awards prime contractors have issued to subcontractors, identifying payments and awards to minority and women-owned businesses on at least a quarterly basis.

11. To the maximum extent practicable, and when not restricted by any other State or federal law, each Reporting Agency shall incorporate the substance of the contractual language set forth in Appendix C into its contracts, while continuing to follow the particular State and federal laws and regulations governing its contracting and procurement practices.

12. Each Reporting Agency shall, where substitution of subcontractors or sub-consultants is permitted, promulgate policies governing the circumstances under which contractors or consultants may substitute subcontractors or sub-consultants named in bid proposals or otherwise identified as small or women or minority-owned business subcontractors, sub-consultants, or vendors ("Substitution Policies"). The Substitution Policies shall provide that:

- a. The contractor or consultant must notify and obtain approval from a small or women or minority-owned business subcontractor, sub-consultant, or vendor (“SMWBE contractor”) before including that contractor in a bid proposal or similar contract-related submission;
- b. The contractor or consultant must notify and obtain authorization from the Reporting Agency before it substitutes a SMWBE contractor named in a bid proposal or other contract-related submission; and
- c. If the substitution is approved, the contractor or consultant shall make a good faith effort to utilize another SMWBE contractor in place of the previous SMWBE contractor.

13. Each Reporting Agency shall report to the Division of M/W Business Development when it has incorporated the language set forth in Appendix C in its contracts. It shall also report to the Division of M/W Business Development when it has adopted its Substitution Policy, where such policy is permitted. The Division of M/W Business Development shall report on the number of Reporting Agencies that have modified their contracts and adopted a Substitution Policy at three month intervals until all of the Reporting Agencies have completed incorporation of the contractual language set forth in Appendix C and, where legally permitted, adoption of the Substitution Policy.

14. Nothing in this Order shall modify existing law, state or federal, or authorize a Reporting Agency to amend, modify, or otherwise alter pre-existing legal obligations. Further, this Order shall be interpreted consistently with the ARRA, and the federal regulations and guidelines governing its implementation, and in the event of a conflict between this Order and federal law governing ARRA, the Order shall be interpreted to comply with federal law.

15. Within 90 days of the date of this Order, the Division of M/W Business Development shall prepare a Contracting Guide identifying the management practices that have the greatest success in: (a) increasing the number of small and minority and women-owned businesses made aware of contracting opportunities with the State; and (b) increasing the number of such businesses competing for contracts with the state or subcontracts with entities contracting with the state. As soon as practicable thereafter, the Division of M/W Business Development shall distribute the Contracting Guide to the Reporting Agencies.

16. As soon as practicable after its receipt of the Contracting Guide, each Reporting Agency shall implement those provisions that it views as most likely to have the greatest impact in increasing contracting opportunities for small and minority and women-owned businesses.

17. Within one year and ninety days of the effective date of this Order, the Division of M/W Business Development and the Division of Contract Compliance shall each prepare a report describing the Reporting Agencies' implementation of this Order. The Division of M/W Business Development and the Division of Contract Compliance each shall prepare a second report within one year of issuing its first report.

18. The Department of Labor and Workforce Development shall work together with all other Reporting Agencies that will receive ARRA funding and with the representatives of the United States Environmental Protection Agency, the Federal Departments of Labor, Energy, Transportation, and Housing and Urban Development, and any other federal agencies distributing ARRA funds to:

- a. Coordinate with labor unions that will aggressively recruit minorities and women for apprenticeships and training opportunities;
- b. Increase outreach to and enrollment of minorities and women in apprenticeship, training, and related programs; and
- c. Ensure that, to the greatest extent possible under the law, minorities and women apprentices and trainees are working on State and ARRA-funded work sites.

19. The Department of the Treasury and other departments, agencies, and independent authorities shall, consistent with law, take steps to increase their engagement of small, minority, or women-owned or controlled banks and credit unions to meet their financial services needs.

20. This Order shall take effect immediately.

GIVEN, under my hand and seal this 28th day of August  
Two Thousand and Nine, and of the Independence of  
the United States, the Two Hundred and Thirty-Fourth.

/s/ Jon S. Corzine

Governor

[seal]

Attest:

/s/ Kay Walcott-Henderson

First Assistant Chief Counsel

**APPENDIX A**  
**LIST OF REPORTING AGENCIES**

Board of Public Utility Commissioners  
Casino Control Commission  
Casino Reinvestment Development Authority  
Commission on Higher Education  
Commission on Science & Technology  
Council on Affordable Housing  
Department of Agriculture  
Department of Military & Veterans' Affairs  
Department of Banking & Insurance  
Department of Children & Families  
Department of Community Affairs  
Department of Corrections  
Department of Education  
Department of Environmental Protection  
Department of Health and Senior Services  
Department of Human Services  
Department of Labor and Workforce Development  
Department of Law & Public Safety  
Department of Public Advocate  
Department of State  
Department of Transportation  
Department of the Treasury  
Division of Property Management and Construction  
Election Law Enforcement Commission  
Fort Monmouth Economic Revitalization Planning Authority  
Garden State Preservation Trust  
Higher Education Student Assistance Authority  
Kean University



Legalized Games of Chance Control Commission  
Montclair State University  
Motion Picture Commission  
Motor Vehicle Commission  
New Jersey City University  
New Jersey Cultural Trust  
New Jersey Institute of Technology  
New Jersey Transit  
NJ Building Authority  
NJ Economic Development Authority  
NJ Educational Facilities Authority  
NJ Environmental Infrastructure Trust  
NJ Health Care Facilities Financing Authority  
NJ Highlands Council  
NJ Housing & Mortgage Finance Agency  
NJ Maritime Pilot and Docking Pilot Commission  
NJ Meadowlands Commission  
NJ Pinelands Commission  
NJ Public Television & Radio (NJN) NJ Racing Commission NJ Redevelopment  
Authority  
NJ Schools Development Authority  
NJ Sports & Exposition Authority  
NJ State Museum  
NJ Turnpike Authority  
NJ Water Supply Authority  
North Jersey Transportation Planning Authority  
North Jersey District Water Supply Commission  
Office of Homeland Security  
Office of Information Technology  
Office of the Child Advocate  
Office of the Inspector General  
Office of the Public Defender  
Ramapo College  
Rowan University  
Rutgers University  
South Jersey Port Corporation  
South Jersey Transportation Authority  
South Jersey Transportation Planning Organization

State Agriculture Development Committee  
State Economic Recovery Board For Camden  
State Ethics Commission  
State Employment & Training Commission  
State Lottery Commission  
Stockton College  
The College of New Jersey  
Thomas Edison State College  
Transportation Trust Fund Authority  
University of Medicine & Dentistry of New Jersey  
William Paterson University

## **APPENDIX B**

It is the policy of the [Reporting Agency] that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the [Reporting Agency] to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the [Reporting Agency]'s satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the [Reporting Agency]'s contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>.
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women.
3. The Contractor shall actively solicit and shall provide the [Reporting Agency] with proof of solicitations for employment, including but not limited to

advertisements in general circulation media, professional service publications and electronic media.

4. The Contractor shall provide evidence of efforts described at 2 above to the [Reporting Agency] no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

## **APPENDIX C**

It is the policy of the [Reporting Agency] that small businesses (each a “small business enterprise” or “SBE”), as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) in N.J.A.C. 17:14 et seq. or other application regulation, should have the opportunity to participate in [Reporting Agency] Contracts.

To the extent the Firm engages subcontractors or sub-consultants to perform Services for the [Reporting Agency] pursuant to this Contract, the Firm must demonstrate to the [Reporting Agency]’s satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs. Furthermore, the Reporting Agency shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June, 2005). (These participation goals are set forth below.)

Evidence of a “good faith effort” includes, but is not limited to:

1. The Firm shall request listings of SBEs from the Division (609) 292-2146 and/or the [Reporting Agency] and attempt to contact same.
2. The Firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.
3. The Firm shall actively solicit and shall provide the University with proof of solicitations of SBEs for the provision of Services, including advertisements in

general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.

4. The Firm shall provide evidence of efforts made to identify categories of Services capable of being performed by SBEs.

5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.

6. The Firm shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Firm shall submit proof of its subcontractors' and/or sub-consultants' SBE registrations on the form attached as Exhibit \_\_, and shall complete such other forms as may be required by the [Reporting Agency] for State reporting as to participation.

#### Participation Goals

1. Construction Services Contracts/Subcontracts (including new construction and renovations, except routine building maintenance; residential and non-residential building construction; heavy construction, such as streets, roads and bridges; and special trade construction, such as fencing, HVAC, paving and electrical).

##### (a) State Agencies/Authorities/Commissions

African Americans -- 6.3%

Asian Americans -- 4.34%

##### (b) State Colleges and Universities

African Americans -- 6.3%

Asian Americans -- 4.34%

Caucasian Females -- 12.67%

2. Construction-Related Services Contracts/Subcontracts (including design services, such as architectural, engineering and construction management services, that are performed as part of a construction project).

## State Colleges and Universities

African Americans -- 4.51%

Asian Americans -- 7.11%

Hispanics -- 4.09%

3. Professional Services (with the exception of those professional services deemed to be construction-related, all services that are of a professional nature and requiring special licensing, education degrees and/or very highly specialized expertise, including accounting and financial services, advertising services, laboratory testing services; legal services; management consulting services; technical services and training).

## State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.47%

Asian Americans -- 1.47%

Hispanics -- 1.1%

Native Americans -- 0.07%

Caucasian Females -- 3.74%

4. Other Services (any service that is labor-intensive and neither professional nor construction-related, including, but not limited to equipment rental; janitorial and maintenance services; landfill services; laundry and dry cleaning; maintenance and repairs; printing; real property services; security services; special department supplies; subsidy, care and support; telecommunications; and temporary help).

## State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 1.22%

Asian Americans -- 0.85%

Hispanics -- 0.67%

Native Americans -- 0.05%

Caucasian Females -- 1.96%

5. Goods and Commodities (equipment and consumable items purchased in bulk, or a deliverable product including, but not limited to automobiles and equipment; chemicals and laboratory supplies, construction materials and supplies; equipment parts and supplies; fuels and lubricants; janitorial and cleaning supplies; office equipment; office supplies; radio equipment; special

department supplies; technical supplies; tires and tubes; traffic signals; and uniforms).

#### State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.71%

Asian Americans -- 1.74%

Hispanics -- 1.32%

Native Americans -- 0.10%

Caucasian Females -- 4.45%

### **Appendix D**

Consistent with the findings of the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June 13, 2005), each Reporting Agency should aspire to allocate a portion of its total contracting dollars in accordance with the following goals.

1. Construction Services Contracts/Subcontracts (including new construction and renovations, except routine building maintenance; residential and non-residential building construction; heavy construction, such as streets, roads and bridges; and special trade construction, such as fencing, HVAC, paving and electrical).

#### (c) State Agencies/Authorities/Commissions

African Americans -- 6.3%

Asian Americans -- 4.34%

#### (d) State Colleges and Universities

African Americans -- 6.3%

Asian Americans -- 4.34%

Caucasian Females -- 12.67%

2. Construction-Related Services Contracts/Subcontracts (including design services, such as architectural, engineering and construction management services, that are performed as part of a construction project).

#### State Colleges and Universities

African Americans -- 4.51%  
Asian Americans -- 7.11%  
Hispanics -- 4.09%

2. Professional Services (with the exception of those professional services deemed to be construction-related, all services that are of a professional nature and requiring special licensing, education degrees and/or very highly specialized expertise, including accounting and financial services, advertising services, laboratory testing services; legal services; management consulting services; technical services and training).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.47%  
Asian Americans -- 1.47%  
Hispanics -- 1.1%  
Native Americans -- 0.07%  
Caucasian Females -- 3.74%

3. Other Services (any service that is labor-intensive and neither professional nor construction-related, including, but not limited to equipment rental; janitorial and maintenance services; landfill services; laundry and dry cleaning; maintenance and repairs; printing; real property services; security services; special department supplies; subsidy, care and support; telecommunications; and temporary help).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 1.22%  
Asian Americans -- 0.85%  
Hispanics -- 0.67%  
Native Americans -- 0.05%  
Caucasian Females -- 1.96%

4. Goods and Commodities (equipment and consumable items purchased in bulk, or a deliverable product including, but not limited to automobiles and equipment; chemicals and laboratory supplies, construction materials and supplies; equipment parts and supplies; fuels and lubricants; janitorial and cleaning supplies; office equipment; office supplies; radio equipment; special department supplies; technical supplies; tires and tubes; traffic signals; and uniforms).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.71%

Asian Americans -- 1.74%

Hispanics -- 1.32%

Native Americans -- 0.10%

Caucasian Females -- 4.45%

GIVEN, under my hand and seal this 28th day of August  
Two Thousand and Nine, and of the Independence of  
the United States, the Two Hundred and Thirty-Fourth.

/s/ Jon S. Corzine

Governor

[seal]

Attest:

/s/ Kay Walcott-Henderson

First Assistant Chief Counsel



### **IB 17 Form AA-201, Initial Project Workforce Report.**

The contractor shall complete and submit an Initial Project Workforce Report Form AA-201 upon notification of award, but prior to signing contract, to the New Jersey Department of Treasury, Division of Contract Compliance and Equal Employment Opportunity in Public Contracts, P.O. Box 209, Trenton, New Jersey 08625-0209. Kindly provide them with two copies; provide the University with one (1) copy; and keep a copy for the contractor's own records. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report Form AA-202 once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer.

### **IB 18 N.J.S.A. 52:34-6.4. Requirement of State to purchase "Energy Star" products in public contracts.**

Notwithstanding the provisions of any other law to the contrary, and unless the Contracting Officer, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, the State, with respect to products procured for its own use under any contract paid with or out of State funds, shall acquire only products bearing the federal Environmental Protection Agency's Energy Star label.

### **IB 19 State of New Jersey Executive Order #189**

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in their official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, their official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 3a. through 3e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c.

#### **END OF INSTRUCTIONS TO BIDDERS**