

**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 <http://www.wpunj.edu/capital-planning/rfp.html>. Notice of revisions or addenda to advertisements or bid documents shall be emailed, return receipt requested, to potential bidders that attended the mandatory site meeting no later than seven days, Saturdays, Sundays and holidays excepted, prior to the bid due date.

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 they are familiar with conditions existing at the site at the time the bid is submitted.

IB 1.4.1 The University 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 they believe necessary to assure themselves 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 Bid 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. Bids may also remain open for acceptance for more than 60 days with the consent of the bidder.

IB 1.9 On the Bid Form, the proposal shall set forth the names and license numbers of subcontractors to whom the Bidder will subcontract the work where requested.

## **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 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 3.2 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 3.3 Named subcontractors on the Bid Form are also required to be DPMC classified in their respective trades at the time of bid.

IB 3.4 The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires all contractors and subcontractors listed on a bid proposal to be registered, with the Department of Labor and Workforce Development at the time the bid is made. A contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall not engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

### **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 they deem 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, in accordance with applicable law, 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 4.3 It is William Paterson University's policy to meet the State Small Business Enterprise ("SBE") goal, referenced in N.J.A.C. 17:14-1.1 et seq., of 25% to be awarded to small businesses registered in the category of businesses whose gross revenues do not exceed the applicable annual revenue standards. This SBE goal applies to this contract. The bidding package includes a small business utilization form or forms considered a material and mandatory requirement which must be completed and included as part of the bidder's proposal. Failure to complete and submit the form or forms shall be sufficient basis to deem the proposal non-responsive and thus subject to mandatory rejection. The Affidavit of Outreach form and Schedule of SBE Participation are required to be submitted with the bid. All SBE aspects of this contract, including both William Paterson University's obligations and the Contractor's obligations, shall at all times be consistent with the regulations of N.J.A.C. Title 17 Chapter 14, and the requirements of Executive Orders 71 and 151.

## **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 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 in accordance with applicable law. 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 Once a decision is reached a Notice of Intent to Award will be posted to the project website. Bidders have 10 business days from posting of the Notice of Intent to Award to protest a bid or intended award in writing, citing the reason. If bidders wish to protest 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. All correspondence is through [capitalplanning@wpunj.edu](mailto:capitalplanning@wpunj.edu). It is the bidder's responsibility to check the website periodically for updated information.

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 contractor's 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 publicly advertised last day for questions 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, they 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, they 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 the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

A subcontractor named in a bid or other proposal made by a contractor to the University shall provide a copy of its business registration to any contractor who shall provide it to the University. No contract with a subcontractor shall be entered into by any contractor under any contract with the University unless the subcontractor first provides the contractor with proof of a valid business registration.

The contractor shall maintain and submit to the University a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

IB 13.2 A contractor or a contractor with a subcontractor that has entered into a contract with the University, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

A contractor with a subcontractor, shall include in its contract with that subcontractor, for the term of the contract, a requirement that the subcontractor and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

For the purposes of this subsection, "affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. For purposes of this subsection an entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

IB13.3 In accordance with NJSA 54:49-4.1, A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed

\$50,000 for each business registration copy not properly provided under a contract with the university.

#### **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.*

**IB16 [Reserved]**

**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 they are employed or associated or in which they have 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**