

Hudson County Community College

Advertisement for Bids

Public Notice is hereby given that sealed bids will be received by Hudson County Community College, 26, Journal Square 14th Floor 07360. 26 Journal Square, 14th Floor, Paterson, New Jersey, 07360, Attention: Director of & Procurement on **October 1, 2024 at 10:00 a.m. (E.S.T.) at 26 Journal Square, 14th Floor Jersey City, NJ 07360.**

B.I.D. NO. 24-09-06 – Solid Waste Disposal

Electronic versions of bid documents will be distributed upon request on or after September 12, 2024. Requests may be made via e-mail to Jrobersonjr@hccc.edu. Bid documents will not be mailed and also can be obtained at <https://www.hccc.edu/administration/vendor-opportunities.html>. **An addendum, if necessary will be issued no later than September 20, 2024. Proposed bidders who obtain the bid documents by downloading them from the College's website should check the College's website for any issued addendum. Bidders will be required to comply with the requirements of any issued addendum.**

Time and Place of Bidding

Bids may be submitted at the hour designated in this notice, or previous thereto, at the College at the address noted above, or by delivery to the College at the address noted above, Attention: Director of Contract & Procurement.

All Bids must be submitted on forms supplied in a sealed envelope marked 'Sealed Bid' bearing the name and address of the bidder, the bid number, and the name "Solid Waste Disposal." If bids are mailed or delivered in person ahead of the due date, the above-required envelope may be inserted into a larger envelope for mailing or delivery.

It is the bidder's responsibility to ensure that bids are presented to the College on the date, hour and at the place designated. **The College assumes no responsibility for any bids not delivered in person at the time and place designated above**, including mail, overnight courier, or drop-off prior to the bid opening date and time. No bids will be accepted after the hour designated for receipt.

A Bid Bond is required for this bid. Details can be found in the bid terms and conditions section.

A New Jersey Statutory Payment and Performance Bond is required for the Work described in this bid. Details can be found in the bid terms and conditions section

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27.

Hudson County Community College
26 Journal Square, 14th Floor
Jersey City, New Jersey 07360



Request for BID

Solid Waster Disposal

B.I.D. NO. 24-09-06 – Solid Waste Disposal

Proposal Due Date:

October 1, 2024

10:00 AM

HUDSON COUNTY COMMUNITY COLLEGE
26 Journal Square, Jersey City New Jersey 07306

REQUEST FOR BID

Hudson County Community College (“HCCC” or “College”) hereby seeks bids from qualified vendors for:

Solid Waste Disposal

All bid responses must be submitted in a sealed envelope and delivered to the

HUDSON COUNTY COMMUNITY COLLEGE
Attention: Jeff Roberson, Jr.
Director of Contracts and Procurement
26 Journal Square, 14th Floor
Jersey City, New Jersey 07306

on or before the date and time indicated below. The envelope to bear the following information:

Title: **Solid Waste Disposal**

B.I.D. NO. 24-09-06

Name and Address of the Respondent

Attention: Jeff Roberson, Jr.
Director of Contracts and Procurement
26 Journal Square, 14th Floor
Jersey City, New Jersey 07306

Due Date: **October 1, 2024**
Due Time: **10:00AM**

Submission of bids—US Postal Service/Delivery Service

All potential respondents are encouraged to send their responses through the US Postal Service via certified mail/overnight delivery or other recognized delivery service that provides certification of delivery to the sender.

Jeff Roberson, Jr.
Director of Contracts and Procurement

Jeff Roberson Jr.,
Director of Contracts & Procurement
Hudson County Community College
26 Journal Square, 14th Floor
Paterson, New Jersey 07505
Jrobersonjr@hccc.edu

Introduction:

About Hudson County Community College

Hudson County Community College serves more than 20,000 credit and non-credit students annually. The College offers more than 90 degree and certificate programs, including award-winning English as a Second Language; Science, Technology, Engineering and Mathematics (STEM); Culinary Arts/Hospitality Management; Nursing and Health Professions; and Humanities and Social Sciences. The HCCC Culinary/Hospitality Management program was ranked number six in the U.S. by Best Choice Schools. The College's School of Continuing Education and Workforce Development offers cutting-edge, industry-recognized, stackable credentials in alignment with high-priority workforce needs.

HCCC has partnerships with major four-year colleges and universities in the greater New Jersey-New York area and beyond, accommodating seamless transfer of credits for further undergraduate and graduate education.

The College's commitment to Diversity, Equity, and Inclusion has been recognized with the 2021 Association of Community College Trustees (ACCT) Northeast Region Equity Award; the "INSIGHT Into Diversity" 2021, 2022 and 2023 Higher Education Excellence in Diversity (HEED) Award, this year honoring HCCC as one of six community colleges nationally to be named "Top Colleges for Diversity;" the "INSIGHT Into Diversity" 2022 and 2023 Inspiring Programs in STEM Award, and 2024 Inspiring Programs in Business Award. The College received the 2023 Outstanding Member Institution Award from the Hispanic Association of Colleges and Universities (HACU). HCCC is a finalist in seven categories of this year's American Association of Community Colleges' (AACC) national "Awards of Excellence."

For the third consecutive year, HCCC was selected as one of 18 community colleges in the United States to be named among the "2024 Most Promising Places to Work in Community Colleges" by the National Institute for Staff and Organizational Development (NISOD) in collaboration with "Diverse: Issues in Higher Education." The College was one of 22 community colleges in the nation, and the only college in New Jersey, to be recognized by ModernThink LLC and the "Chronicle of Higher Education" as a 2022 and 2023 "Great College to Work For®." HCCC is one of two colleges in the United States to be named a Top Ten Finalist in all three program categories for the nationally recognized 2023 Bellwether Awards, and received the 2023 Bellwether Award for the College's cutting-edge "Hudson Scholars" program, which also won the 2024 Bellwether Legacy Award.

The College's exemplary work in advancing student success has been recognized with 2023 "Leader College of Distinction" designation by Achieving the Dream, the national nonprofit organization dedicated to advancing community colleges as catalysts for equity and mobility in their communities. HCCC was also presented the 2023 and 2024 Campus Prevention Network Seal of Prevention for demonstrating leadership in digital prevention programming focused on student safety, well-being, and inclusion.

Bid Terms and Conditions

Definitions

- (a) **Bid Documents** Bidding requirements, bid terms and conditions, specifications and scope(s) of Work. The bidding requirements consist of the advertisement or invitation to bid, instructions to Bidders, any supplementary instructions to Bidders, the bid forms, and any sample bidding and contract forms.
- (b) **Work** The Work described in the Bid Documents, which may include delivery of product(s), installation of equipment, the performance of services, and/or any other work described.
- (c) **College** Hudson County Community College
- (d) **Contract** The agreement between the College and the successful bidder for the performance of the Work. The Contract includes all Bid Documents.
- (e) **Bidder** A person or business entity submitting a bid.

1. **Submission of Bids and Associated Costs**

- (a) Bids must be submitted at the time and place indicated in the advertisement for bids.
- (b) Bidders must fully and accurately complete all bid forms and provide all requested information. The College may reject bids that do not include required information, or which include incomplete or inaccurately completed forms or information. Partial bids may not be accepted.
- (c) Bidders will not be reimbursed for any costs incurred in connection with preparation or submission of their Bid, including but not limited to any visits to the College's offices or the project site(s).
- (d) Bidders must clearly note any alternates to the specifications detailed in the Bid Documents. Unless so noted, bids will be interpreted to be for the provision of the specified product(s), equipment and/or material(s), and Bidder must supply such if awarded. The determination of equivalency as to any alternate product bid will be in the sole discretion of the College.
- (e) Bidders shall acknowledge receipt of any addendum where indicated on the Proposal Form. Failure to acknowledge receipt of any addendum may result in rejection of the bidder's bid.

2. **Bid Modification, Withdrawal and Interpretation**

- (a) Bids submitted may not be modified by the Bidder. A bidder may withdraw its previously submitted bid at any time before the scheduled bid due date by providing written notice to the College. Bidders withdrawing their bids may submit a new bid if desired, time allowing. As of the bid due date and time, bids submitted may not be withdrawn by any Bidder.
- (b) The College shall review and interpret bids based on reasonable standards of review and analysis, all in accordance with applicable law. Obvious mathematical or typographical may be corrected by the College. The College's interpretation of bids shall be final. In reviewing and interpreting bids, the College may request clarification from bidders, which shall be by written request.

3. **Duration of Bid Validity**. Bids shall remain valid for sixty (60) days, or for the period prescribed by applicable law or regulation. Bidders may extend their bid validity beyond this time frame if desired.

4. **Bidder's Duty to Review Documents and Notify of Errors**

- (a) Bidder shall carefully review the Bid Documents, the site(s) where the Work is to be performed, and any other factors as may affect the Work. By submitting a bid, the Bidder warrants that it has conducted such review and that the Bid Documents are complete.
- (b) Bidders must notify the College of any apparent omission or inconsistency, or any ambiguity, in the Bid Documents prior to submitting a bid. In the absence of such notification, Bidders submitting bids waive any claims that may be asserted in regards to any such errors, and shall be held to College's later interpretation or clarification of any ambiguities, if applicable.

5. Bid and Performance Guarantees

- (a) Each bid must be accompanied by the deposit of a certified check, cashier's check, or suitable bid bond, payable to Hudson County Community College, in the sum amounting to ten (10%) percent of the total amount of the bid, but not in excess of \$20,000.00. Acceptance by the College of such guarantee shall not limit the College's other rights and remedies under applicable law.
- (b) Forfeiture of any bid security to the College shall be as liquidated damages and not as a penalty.
- (c) **GUARANTEE CERTIFICATE FROM SURETY COMPANY** All Bidders are required to submit with their bid, an unconditional guarantee certificate from a surety company authorized to do business in the State of New Jersey and satisfactory to the Board, stating that it will provide the Bidder if awarded a contract for the services, with a performance and payment bond in the amount of 100% of the Contract Sum for the faithful performance of all provisions relating to the performance of the Contract with the Board during the course of the services, and including the guarantees required under Article 12 of Chapter 44 of Title 2A of the New Jersey Statutes. Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds (other than the award of the contract) may be cause for rejection of the Bid. A form of consent of surety is included herewith. The Consent of Surety as must include the Surety Disclosure Statement and Certification in the form attached hereto. The form of performance bond shall be consistent with the New Jersey statutory form and shall be subject to approval by the College.
- (d) For a one (1) year contract, the successful bidder shall provide a one (1) year performance bond issued by a Surety in an amount equal to no more than one hundred (100%) percent of the award price. The successful bidder shall provide said performance bond to the College prior to or concurrent with the delivery of the executed contract.

Failure to provide the required one (1) year performance bond at the time and place specified by the College shall be cause for assessment of damages as a result thereof in accordance with Section (e) below. In the event that the successful bidder fails to provide said performance bond, the College may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services.

- (e) For a multi-year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to the College prior to or concurrent with the delivery of the executed contract. The Performance Bond for each succeeding year shall be delivered to the College with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the College to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough of Haworth in re-bidding the contract.

6. Acceptance and Rejection of Bids/Term of CoOntract.

- (a) Unless otherwise agreed to in writing, the College shall either award bids or reject all bids received within sixty (60) days of receipt. **The College may make partial awards and/or award to multiple bidders, at its sole option.**
- (b) The College may reject bids that do not include required information, or which include incomplete or inaccurately completed forms or information. However, the College, at its sole discretion, may

waive informalities, or may consider minor errors or omissions as non-material, and may waive such requirements and accept such bids. Any such waiver will be applied to all bids received.

- (c) In all cases, the College may reject all bids received for any reason or no reason.
- (d) The College reserves the right to award a contract or contracts for a term of up to three (3) years. In the event that a multi-year contract is awarded, the College shall have the right to terminate the contract at the end of any contract year without penalty. Further, each additional year shall be subject to the appropriation annually of sufficient funds by the College in order to meet the extended obligation. In the event the College awards a contract for a term of less than three (3) years, the contract may, if permitted by applicable law, be extended or renewed so long as the total number of years does not exceed three (3) years.
- 7. Quantities. Unless otherwise noted, any quantities of products, services or equipment listed in the Bid Documents are estimated quantities. The College shall have no obligation to purchase any minimum quantities, and may place orders for reasonable additional quantities at the same bid cost.
- 8. Samples. The College may request sample(s) of the item(s) specified in a bid, either as part of the bid submission or after bids are received. Samples requested must be submitted in accordance with reasonable instructions provided by the College. Samples shall be delivered free of charge to the College and, if return is desired, will be returned at the bidder's expense. Samples not requested to be returned will be disposed of at the College's discretion. Unless otherwise agreed to in writing, the College accepts no risk of loss for samples and will not be responsible for any samples lost, damaged or destroyed by examination or any other means.
- 9. Contract Terms and Conditions. The successful bidder shall be obligated to execute the College's standard form of agreement which will incorporate the provisions of the Bid Documents and all provisions required by law.
- 10. Method of Award. If accepted, notification of the acceptance of the bid shall be made in writing within sixty (60) days after the opening of the bids.
- 11. Bid Addenda and Clarifications. College may, from time to time, issue written clarifications or changes to Bid Documents. Changes shall be only by written addenda. Bidders are required to request any addenda or clarifications on the addendum issue date noted in the bid advertisement. The College will use its best efforts to communicate such clarifications or addenda to all interested parties, but assumes no responsibility for ensuring receipt. Bidders should check the College's website for any issued addendum. Bidders will be required to comply with the requirements of any issued addendum.
- 12. Evaluation of Bidder. The College may conduct reasonable investigations of Bidders in order to make a determination of a Bidder's ability to perform the Work, and may disqualify Bidders or reject bids if such investigation leads the College to reasonably conclude that the Bidder would not be able to successfully perform the Work. Areas of inquiry may include, but are not limited to, financial information, project history, performance history, references, and records maintained by governmental agencies. The College may request additional information from bidders for this purpose, and the Bidder shall provide to the College all reasonably required information so requested.
- 13. Compliance with the Law. All Bidders, subcontractors and bids must comply with all applicable laws, regulations, and code. Other than as required by statute, the College assumes no responsibility for informing the Bidder of any specific applicable laws, regulations, or code. College shall have no liability for the failure of any Bidder to be aware of or conform to any such laws, regulations, and code.
- 14. Taxes. The College is exempt from the New Jersey Sales and/or Use Tax.
- 15. Objections, Requests for Information and Appeals

Bidders wishing to object to bid conditions, other bidders, the College's bid process, obtain additional information or appeal decisions made by the College may make such requests in writing to the College at Hudson County Community College, Attention: Director of Contracts & Procurement, 26 Journal Square, 14th Floor, Jersey City NJ 07306, within thirty (30) days of the bid due date.

In addition, bidders wishing to appeal an award or rejection of a bid, for good cause, may appeal to the Board of Trustees of Hudson County Community College. Such appeal may be made submitting a petition, in writing, to Hudson County Community College, Attention: Secretary of the Board of Trustees, 81 Sip Avenue, 4th Floor, Jersey City, NJ 07360, with a copy marked Attention: College Counsel, at the same address, within ten (10) days of the notification for the award or rejection of the bid.

If, in the reasonable determination of the Board of Trustees, such appeal is deemed to be frivolous or otherwise lacking in merit, the Bidder filing the petition shall reimburse the College for its costs and expenses incurred in addressing the appeal, including reasonable attorney's fees. Under no circumstances shall the College reimburse to any party any fees, costs or expenses related to a bid challenge or protest.

16. Indemnification. Bidder agrees to indemnify and hold harmless College, its affiliates (and its and their respective directors, employees, students and agents) from any losses, liabilities, damages and/or expenses (including without limitation reasonable counsel fees) arising, directly or indirectly, from: (a) Bidder's breach of any provision contained herein; (b) any negligent or wrongful act or omission of Bidder, its employees, consultants or subcontractors; (c) Bidder's failure to comply with applicable laws and regulations responding to this bid; (d) any claim charging that College's purchase of supplies, services or deliverables proposed herein constitutes misappropriation of trade secrets, breach of a confidential relationship, or trademark, trade secret or copyright infringement; and/or (e) any claim charging that any supplies or deliverables acquired as a result of this bid, or the use of such supplies or deliverables, infringe a third-party's patent anywhere in the world. If the supplies or deliverables, or the use of such supplies or deliverables, are held to constitute an infringement and their sale or use is enjoined, proposer shall, at its expense and option, either procure for College and its affiliates the right to continue to use such supplies or deliverables, or replace same with an equivalent non-infringing product, or modify same so it becomes an equivalent non-infringing product. This Section will not be construed to limit or exclude any other claims or remedies that College or its affiliates (and its and their respective directors, employees, students and agents) may assert.

17. Warranties and Representations

In submitting a Bid, the Bidder warrants and represents that:

- It possesses all necessary qualifications and/or licenses necessary to perform the Work, and is ready and available to perform the Work in the time frame noted in the Bid Documents.
- Bidder has read and understands the Bid Documents and/or contract documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the project, if any, being bid concurrently or presently under construction.
- The bid is made in compliance with the Bid Documents.
- The Bidder has visited the site(s), and/or has become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
- Unless otherwise clearly noted, the bid is without exception based upon the materials, equipment and/or systems required by the Bid Documents.
- The Bid submitted complies with the applicable provisions of any federal, national, state or local law, and all orders, rules and regulations issued thereunder, whether now or hereafter in force

18. Governing Law/Dispute Resolution. The laws of the State of New Jersey, without regard to principles of conflict of laws or place of residence, will govern these terms and conditions of this Bid. All disputes arising out of or relating to the bid process, the bid documents or the work or services required thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

19. OWNERSHIP DISCLOSURES REQUIRED - Pursuant to P.L. 1977, N.J.S.A. 52:25-24.2, the Bidder shall submit with its Bid, or prior to receipt of bids, a statement setting forth the names and addresses of all stockholders or owners in the corporation, partnership, or other business entity bidding who own ten percent (10%) or greater interest therein. If one or more such stockholder or partner is itself a corporation, partnership or other business entity, the Bidder shall submit further disclosures for such entity pursuant to the law. A form of Ownership/Stockholder Disclosure is included herewith.

20. NON-COLLUSION AFFIDAVIT -The Bidder shall submit with its bid, a statement of non-collusion with verbiage similar to that on the "Non-Collusion Affidavit" included herewith.

21. ANTI-DISCRIMINATION PROVISIONS

The following provisions will be inserted into the Contract.

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, or account of race, creed, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency or any prior violation of this section of the contract.

22. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE AND SALES AND USE TAX REQUIREMENTS, P.L. 2004, c.57

Contractors are required to comply with the following:

a) Business Registration Certificate Requirements: Prior to the award of Contract, all Bidders shall provide a current Certificate of Business Registration for itself and any prime subcontractors named in its bid. Such certificates shall have been issued on or before the date and time of the bid opening, unless the law permits otherwise.

In addition, the Contractor shall provide copies of the current valid Certificate of Business Registration for each Subcontractor identified in the bid, immediately upon entering into each subcontract, and prior to entering into a Contract with the College.

Contractor must maintain and submit a current updated list of Subcontractors, their addresses, and all valid Business Registration forms as a continuing obligation under the Contract. Before final payment on the Contract is made by the Owner, the Contractor shall submit a complete and accurate list for each Subcontractor or supplier for goods provided, or services rendered, or for construction of a

construction project used, in the fulfillment of the Contract, and a copy of said subcontract, or shall attest that no Subcontractors were used.

b) New Jersey Sales and Use Tax Requirements: All contractors or contractors with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, including without limitation, Colleges of education, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (N.J.S.A.54:32B-1 et seq.), regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein, "affiliate" shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. N.J.S.A. 52:32-44(g)(3).

23. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c.25, as amended, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the College finds a person or entity to be in violation of the principles which are the subject of this law, they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

24. RECORD MAINTENANCE

Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

25. INSURANCE

The successful bidder shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:

(a) Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars (\$1,000,000.00), together with Excess/Umbrella Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00). The Excess/Umbrella policy shall overlay the General Liability Policy and the Automobile Liability Policy;

(b) Workers Compensation Insurance coverage in the statutory amount. Employer's Liability Insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00) each accident;

(c) The Contractor shall maintain business Automobile Insurance on all vehicles used in performance of this Agreement in an amount not less than \$1,000,000.00 (One Million Dollars) for bodily injuries to each person and \$1,000,000 (one million dollars) each occurrence, and property damage in an amount not less than \$1,000,000.00 (One Million Dollars) per occurrence. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event the Contractor does not own automobiles, the Contractor agrees to maintain coverage for Hired and Non-Owned business Automobile Insurance, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Automobile Liability policy.

No later than the execution of this Agreement, and upon the Board's request from time to time, the Contractor shall provide to the Board a certificate of insurance evidencing the coverages set forth

above in (a) (b) and (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A". The Contractor shall also provide, upon the Board's request, full and complete copies of the insurance policies required by (a), (b), (c) and (d) above. The coverage set forth above in (a), (c) and (d) shall be endorsed to name the HUDSON COUNTY COMMUNITY COLLEGE as an additional insured.

26. TERMINATION

- a. The College shall be able to terminate this Contract for any reason upon providing written notice to Contractor. In the event of such termination, Contractor shall, as its sole remedy, be entitled to payment for services provided together with reimbursable expenses due as of the date of termination.
- b. The College shall be able to terminate this Contract immediately upon written notice to the Contractor in the event of any breach of contract by the Contractor. In such event, the Contractor shall not be entitled to any opportunity to cure.
- c. In the event a multi-year contract is awarded, the College shall be able to terminate the contract at the end of any contract year without penalty.

27. DEBARMENT, SUSPENSION, OR DISQUALIFICATION – N.J.A.C. 17:19-4

NJ State Certification

The College will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report. A form of Certification is Attached.

Federal Certification

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form. A form of certification is attached.

28. CONTRACT RENEWAL/EXTENSIONS

Bidder agrees that the Owner may renew the contract(s) with the successful bidder to the extent permitted by, and in accordance with, applicable law.

End of Bid Terms and Conditions

NON-COLLUSION AFFIDAVIT

**STATE OF NEW JERSEY
COUNTY OF**

I,

of the city of

In the County of

and the State of

Of full age, being duly sworn according to law on my oath depose and say that:

I am

of the firm of

the bidder making the Proposal for the above named project, and that I execute the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Proposal and in the affidavit are true and correct, and made with full knowledge that the Board of Trustees of Hudson County Community College relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(Name of Contractor)

(Address)

Subscribed and sworn to
(Type or print name of affiant along with signature)

Before me this **day of** **20**

Notary Public of

My commission expires

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III

DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (S.E.C.) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a

10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual S.E.C. (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (L.L.C.) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this Certification on behalf of the bidder/proposer; that ***Hudson County Community College*** is relying on the information contained herein and that I am under a continuing obligation from the date of this Certification through the completion of any contracts with ***Hudson County Community College*** to notify the College in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this Certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the College, permitting the College to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
--------------------	--	--------	--

Subscribed and sworn to _____
(Affiant signature)

Before me this _____ day of _____ 20__

(Notary Signature)

Notary Public of

My Commission Expires

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, C.C.A.U., EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, C.C.A.U., EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

(Name of Contractor)

(Address)

**HUDSON COUNTY COMMUNITY COLLEGE
JERSEY CITY, NEW JERSEY**

BIDDER AFFIDAVIT

State of _____)

SS:

County of _____)

The undersigned, having knowledge of an authority to bind the BIDDER to the information herein, herby swears, upon his oath, according to law,

1. I am the undersigned, who, on behalf of the BIDDER and with full authority to do so, has executed this Certification in connection with its Bid;
2. That the BIDDER is registered with the State of New Jersey, Department of the Treasury, Division of Revenue (ATTACH COPY OF BUSINESS REGISTRATION CERTIFICATE OR PROVIDE SAME PRIOR TO THE AWARD OF CONTRACT);
3. That the BIDDER is authorized by the New Jersey Department of the Treasury to perform Work in New Jersey (ATTACH COPY OF CERTIFICATE OF AUTHORITY TO PERFORM WORK IN NEW JERSEY IF APPLICABLE); and
4. The BIDDER has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the within Bid;
5. I further warrant that, no person or selling agency has been employed, or restrained, to solicit, or secure, such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employee or bona fide established commercial or selling agencies identified as follows:

6. The BIDDER is not, as of this date, and has not been at any time within three (3) years immediately preceding the date on which Bids were received, included on the New Jersey State Treasurer's List of Debarred, suspended or Disqualified Bidders; the BIDDER hereby acknowledges that it may be debarred, suspended or disqualified from contracting with the COLLEGE if it commits any of the acts listed in N.J.A.C. 7:1-5.2 and further acknowledges its obligation to notify the COLLEGE immediately if it appears that said BIDDER may be added to any such list.
7. All statements and representatives contained in the BIDDER's Bid are true, complete and correct, and made with full knowledge that the COLLEGE shall rely upon same in awarding a public contract for the Work as defined in the Contract Documents.

BIDDER's Authorized Representative
(MUST BE PRINCIPAL COLLEGE OR OFFICER OF BIDDER):

Signature

Print or Type Name and Title

Notary Public: Sworn and Subscribed before me on this _____ day of _____, 2010:

Notary's Signature

Print or Type Notary's Name

Commission expires: _____ Notary's Seal:

To be completed, signed and returned with the proposal

AFFIRMATIVE ACTION QUESTIONNAIRE

This form is to be completed and returned with the proposal. However, the College will accept in lieu of this Questionnaire, an Affirmative Action Evidence Certificate of Employee Information Report.

1. Our company has a Federal Affirmative Action Plan approval. ☐ Yes ☐ No
If yes, please attach a copy of the plan to this questionnaire.
2. Our company has an N.J. State Certificate of Employee Information Report ☐ Yes ☐ No
If yes, please attach a copy of the certificate to this questionnaire.
3. If you answered “NO” to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](http://state.nj.us)

Click on “AA 302 Employee Information Report”

Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit

The complete mailing address may be found on the Instructions page of Form AA-302.

All fees for this application are to be paid directly to the State of New Jersey. A copy of the Employee Information Report and a copy of the check shall be submitted to the College prior to the execution or award of the contract.

I certify that the above information is correct to the best of my knowledge.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

City, State, Zip _____

To be completed, signed and returned with the proposal

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS	
☐	<i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i>
IF UNABLE TO CERTIFY	
☐	<i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i>
Part 2: Additional Information	

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION/PROPOSAL TITLE _____
VENDOR/BIDDER NAME _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description

of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature **Date**

Print Name and Title **Version REV. 2.1 2021**

This form is to be completed, certified and submitted prior to the award of contract.

NJ STATE DEBARMENT AFFIDAVIT

STATE OF NEW JERSEY/ _____
Specify, if Other

COUNTY OF _____

_____, of the (City, Town, Borough) of _____
_____, State of _____, of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____ the
Bidder making the Proposal for the Project, and that I executed the said Proposal with full authority
to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State
Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State
of New Jersey Consolidated Debarment Report or the Federal Debarred Debarment List.

Name of Contractor

By: _____
(Signature of Authorized Representative)

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

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20 ____

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership
- ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Hudson County Community College (College) is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the College to notify the Linden Board of Education in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the College , permitting the College to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
Section C – Part III Certification	

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **College** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **College** to notify the **College** in writing of any changes to the information contained herein; that I

am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **College**, permitting the **College** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
☐	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Business Address
Add additional sheets if necessary	
OR	
☐	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)	
☐	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address
Add additional Sheets if necessary	
OR	

☐	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the College is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by College to notify the College in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the College permitting the College to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

FORM OF CONSENT OF SURETY

In consideration of the sum of one dollar (\$1.00), lawful money of the United States of America, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the Contract, for which the preceding estimate and proposal is made, be awarded to the person or persons making the same, it will become bound as surety and provide performance and payment bonds guaranteeing the bidders faithful performance as required by the Contract Documents.

In witness whereof, said corporation has set its seal and caused there present to be signed by its fully authorized officer this ____ day of _____, 20 ____.

A Corporate Acknowledgement and Statement to be hereto attached by the Surety Company.

ATTEST:

By: _____
(Surety Company)

NOTE: TO ALL BONDING COMPANIES

ANY STANDARD BONDING COMPANY FORMS IN COMPLIANCE WITH NEW JERSEY LAW
WILL BE ACCEPTABLE

FAILURE TO COMPLETE AND SUBMIT A FORM OF CONSENT OF SURETY WITH YOUR
PROPOSAL MAY RESULT IN THE REJECTION OF YOUR PROPOSAL

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 or R.S. as of the surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital (where applicable) and surplus, as determined in accordance with applicable laws of this State, of 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 State Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. no 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each and the date as of which that limitation and 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 items (3) (a) or (3) (b) above, or both, then for each such Contract of reinsurance:
 - (a) The name and address of each reinsurer under that Contract and the amount of that reinsurer's participation in the Contract as follows:

And:

- (b) Each surety that is party to any such contract of reinsurance certifies that each Reinsurer listed under each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C.17:51N-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 forgoing 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)

Amended by L. 1995, c 384, 3, eff. Jan. 10, 1996

**HUDSON COUNTY COMMUNITY COLLEGE
26 JOURNAL SQUARE, 14TH FLOOR
JERSEY CITY, NJ. 07505
TELEPHONE 973-684-5920**

**BID # 24-09-06
Solid Waste Disposal**

SOLID WASTE DISPOSAL SPECIFICATIONS

GENERAL:

These specifications cover the removal and disposal of solid waste from the College's two campuses. The campuses are located at 81 Sip Ave, Jersey City, NJ, 07360 and 4800 John F. Kennedy Boulevard, Union City, NJ 07087.

The Contractor shall maintain an office together with a telephone connection and keep said office open with a competent person in attendance daily except Sunday from 8:00 a.m. until 5:00 p.m. to receive and transmit to the operators of the scavenger service notices, complaints, and directions from the College and to see that such notices, complaints, and directions receive prompt, proper and courteous attention.

The Contractor shall provide an inspector or representative who will keep in touch with the operatives of the College at all times, and see that the Work complies with these requirements and investigate any complaints that may be received and to see that they are settled properly and immediately (within ten days).

The Contractor shall comply with all applicable Statutes of the State of New Jersey relating to the employment of labor and the payment of prevailing rates of wages, as well as all State, Federal and Municipal laws and regulations pertaining to health, fire, and nuisances and otherwise in the fulfillment of duties under this Contract.

All the aforementioned laws and regulations are made a part of these specifications the same as though they were set forth in full herein.

SCOPE OF WORK:

The Contractor shall cover any 30 yd. containers before removal from any college location.

Container contents shall consist of wet/dry organic and bulk trash including old office furniture/equipment etc. No hazardous waste will be discarded in the containers.

Pick-ups will be completed at all locations prior to 7AM.

The Contractor shall be responsible for drop-off service of the trash containers at the four end user locations under the supervision of College staff, as detailed below, plus weekly pick-ups at the North Hudson Campus location.

1.) 162 Sip Avenue, Parking Lot Area, Jersey City, New Jersey:

Trash Container:

Qty: One (1), Thirty (30) cubic yard container

Pick-ups: One (1) per week, Monday 6:45am. (Must be replaced with Empty container upon pick-up)

2.) 159-161 Newkirk Street, Rear of Building, Jersey City, New Jersey:

Trash Container:

Qty: Three (3), Two (2) cubic yard containers

Pick-ups: Three (3) per week, Monday, Wednesday, and Friday 6:45am.

3.) 70 Sip Avenue, Rear of Building, Jersey City, New Jersey:

Trash Container:

Qty: Two (2), Six (6) cubic yard containers

Pick-ups: Two (2) per week, Tuesday and Friday 6:45am.

4.) 119 Newkirk St., Parking Lot Area, Jersey City, New Jersey:

Trash Container:

Qty: One (1), Six (6) cubic yard container

Pick-ups: Two (2) per week, Tuesday and Friday 6:45am.

5.) 4800 Kennedy Boulevard, Union City, New Jersey:

Pick-ups (General Trash): Five (5) per week, Monday, Tuesday, Wednesday, Thursday, and Friday
(From September to May)

Three (3) per week: Monday -Wednesday-Friday
(From June to August)

SPECIFICATION PRICING SHEET

Prices must include haul, disposal, all applicable taxes and any/all surcharges & fees. The College reserves the right to award contracts to multiple vendors based upon the pricing set forth below. The College also reserves the right to award a contract for terms of 1, or 2 years

162 Sip Avenue, Parking Lot Area, Jersey City, New Jersey:

Item #	Description	Cost
1.	Price per (1) 30 cubic yard containers – service Pick-ups: One (1) per week, Monday 6:45am. (Must be replaced with Empty container upon pick-up)	
	Year 1	\$ _____
	Year 2	\$ _____

159-161 Newkirk Street, Rear of Building, Jersey City, New Jersey:

2.	Price per (3), 2 (two) cubic yard containers -- service Pick-ups: Three (3) per week, Monday, Wednesday, and Friday 6:45am.	
	Year 1	\$ _____
	Year 2	\$ _____

70 Sip Avenue, Rear of Building, Jersey City, New Jersey:

3.	Price Per (1), Six (6) cubic yard container - service Pick-ups: Two (2) per week, Tuesday and Friday 6:45am.	
	Year 1	\$ _____
	Year 2	\$ _____
	Year 3	\$ _____

119 Newkirk St., Parking Lot Area, Jersey City, New Jersey:

4.	Total price per cubic yard for recyclables Pick-ups: Two (2) per week, Tuesday and Friday 6:45am.	
	Year 1	\$ _____
	Year 2	\$ _____

4800 Kennedy Boulevard, Union City, New Jersey:

5. **Total price per cubic yard for recyclables**
 Pick-ups: Five (5) per week, Monday through Friday 6:45am. (September to May).
- Year 1

\$ _____
- Year 2

\$ _____

4800 Kennedy Boulevard, Union City, New Jersey:

6. **Total price per cubic yard for recyclables**
 Pick-ups: Three (3) per week, Monday Wednesday and Friday 6:45am (June to August).
- Year 1

\$ _____
- Year 2

\$ _____

Total Price for Year 1

\$ _____

Total Price for Year 2

\$ _____

Cumulative Total Price (Years 1, 2)

\$ _____

PROPOSAL FORM

HUDSON COUNTY COMMUNITY COLLEGE

26 Journal Square, 14th Floor, Jersey City, New Jersey 07360

Proposal to the Board of Trustees of Hudson County Community College

Bid No.	Title:	Due Date
24-09-06	<u>Solid Waste Disposal</u>	October 1, 2024

Pursuant to public advertisement, we the undersigned hereby declare that we have carefully examined the attached proposal, specifications and instructions.

The undersigned does hereby agree to furnish, deliver, and install, as applicable, at Hudson County Community College the product(s) and/or service(s) described in the attached specifications for the price indicated below. Prices for individual items, where appropriate, are indicated on the attached sheets. The total bid amount is listed below. The College may award contracts for individual items included in the bid pricing sheet located within the Bid Documents, or for the entire group of items.

Total Bid Price for 1-year Contract \$_____

Written Dollar Amount

Total Bid Price for 2-year Contract \$_____

Written Dollar Amount

Total Cumulative Bid Price (years 1, and 2) \$_____

Written Dollar Amount

The Bidder hereby certifies that all the figures, computations and additions used in compiling the bid herein have been carefully checked and are accurate in all respects and no claims shall be made as a basis for withdrawal of this bid after opening on these grounds. In the event of a discrepancy in the bid price between the written figures and words, the words will control.

The Bidder also certifies, by signature below, that he is an authorized to execute this bid on behalf of the bidder.

Receipt of the following Addenda is hereby acknowledged:

Addendum #_____ **Dated:**_____

Addendum #_____ **Dated:**_____

Addendum #_____ **Dated:**_____

Dated this _____ **day of** _____ **20**_____.

Name of Bidder

Print Name and Title

Address of Bidder

By (Signature)

Telephone No.

Check List

- ___ Proposal Form
- ___ Non-Collusion Affidavit
- ___ Statement of Ownership Disclosure
- ___ Equal Opportunity Statement
- ___ Bidder Affidavit
- ___ Business Registration Certificate (prior to award)

- ___ Consent of Surety
- ___ Bid Security
- ___ Iran Disclosure form (prior to award)
- ___ Specification Price Sheet
- ___ NJ State and Federal Debarment Forms