New Jersey Sports & Exposition Authority
Lyndhurst, New Jersey

PROJECT MANUAL

for

NJSEA Lyndhurst Admin Building Partial Roof Replacement

Contract No.CN-308

Book 1 of 4

INSTRUCTIONS TO BIDDERS

November 10, 2026

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SECTION 00 01 00

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the New Jersey Sports and Exposition Authority (NJSEA), One DeKorte Park Plaza Lyndhurst, NJ, 07071 for the following:

BID CONTRACT:
NJSEA Lyndhurst Admin Building Partial Roof Replacement

THE WORK to be performed under this Contract will consist of building partial roof replacement for the Admin Building at NJSEA, 1 DeKorte Park Plaza, Lyndhurst, New Jersey.

BIDS will be received at the above address by **12:00 PM** prevailing time, on December 1, 2026. At the termination of the time for receipt of bids, the bids received will be opened. Bids will **not** be accepted after **12:00 PM** on that day.

CONTRACT DOCUMENTS (specifications and plans) will be available for review at the NJSEA website beginning on **November 10, 2026, after 2:00 PM**. Copies of the specifications and the plan set may be downloaded from the NJSEA website at www.NJSEA.com.

A **mandatory PRE-BID WALK MEETING** will be held on **November 17, 2026, at 10:00 AM** at the New Jersey Sports & Exposition Authority Administration Building. The pre-bid meeting will consist of a short meeting, followed by a project site visit. All firms who attend the bid walk must submit all questions and concerns to njseabids@njsea.com by **November 20, 2026, at 3:00 PM.**

THE CONTRACT TIME is **180** consecutive calendar days from the Contract Award.

The Contract Documents contain specific requirements for submission of a bid. In conformance with N.J.S.A. 52:25-24.3, if the bidder is a corporation or partnership, it shall submit with the bid a statement setting forth the names and addresses of all interest holders who have a ten percent or greater interest in the firm.

The attention of all bidders is particularly called to the New Jersey State requirements regarding the conditions of employment to be observed. All 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, regarding Affirmative Action.

In accordance with Public Law 2004, Chapter 57, the NJSEA may only enter into contracts with Bidders who provide proof of valid business registration with the Division of Revenue, in the Department of Treasury, of the State of New Jersey. The Contractor, and all subcontractors, must obtain and provide proof of a valid Division of Revenue Business Registration prior to contract award. Registration information can be obtained on the worldwide web at http://www.state.nj.us/treasury/revenue/busregcert.shtml or calling 609-292-9292. Online registration is available, and there is no cost to register.

In accordance with the Public Works Contractor Registration Act, the Contractor, all subcontractors, shall provide proof of registration with NJSA 34:11-56.48 et. seq., prior to contract award. The registration form can be located online at https://nj.gov/labor/wageandhour/registration-permits/register/publicworksregistration.shtml or by calling 609-292-9464. No Contractor may bid on the

Work of this Contract unless he/she is registered pursuant to this act at the time the bid is submitted. No Contractor shall list a subcontractor in the Bid for the Work of this Contract unless the subcontractor is registered pursuant to this act at the time the bid is submitted.

The required forms and instructions are available at the Purchase Bureau website at NJ Division of Purchase and Property - Forms.

The successful bidder is also required to complete Division of Purchase and Property Ownership Disclosure Forms including Disclosure of Investigations, Disclosures of Investment Activities in Iran pursuant to Public Law 2012, c. 25, Affirmative Action Compliance, and Certification of Non-Involvement in Prohibited Activities in Russia or Belarus pursuant to Public Law 2022, c.3.

If accommodations are needed under the Americans with Disabilities Act, contact Ms. Rosanne Sireci, NJSEA Human Resources Manager, at 201-460-3725. If there are any questions regarding these Contract Documents, contact the Engineering Department at njseabids@njsea.com.

Date

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
Mr. John Duffy, PE
Senior Vice President of Facilities

IMPORTANT DATES		
Date	**Time**	**Event**
November 10, 2026	2:00 PM	Contract Document Advertise
November 17, 2026	10:00 AM	Pre-Bid Walk Meeting **(Mandatory)**
November 20, 2026	3:00 PM	Question Deadline
November 24, 2025	2:00 PM	NJSEA Response to Questions
December 1, 2026	12:00 PM	Bid Submission Deadline

END OF SECTION 00 01 00

SECTION 00 10 00

INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS

1.1 The terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the New Jersey Sports & Exposition Authority (NJSEA) makes the award, based on the NJSEA's evaluation of all bids received.

2.0 COPIES OF CONTRACT DOCUMENTS

2.1 Complete sets of the Contract Documents may be obtained as designated in the ADVERTISEMENT FOR BIDS. These Documents shall be used in preparing the bids. The NJSEA assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

3.0 PRE-BID MANDATORY SITE VISIT

3.1 A **Mandatory Site Visit / Bidder's Site Inspection** for this Procurement will take place at the location, date and time specified in ADVERTISEMENT TO BIDS, *Entities that did not attend the Mandatory Site Visit / Bidder's Site Inspection and tender a Bid, will not have their bid accepted or opened.*

3.2 Bidders may request *additional* site access, if desired, by contacting njseabids@njsea.com with a minimum of 24-hour notice. NJSEA will endeavor to accommodate all reasonable access and requests.

4.0 EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

4.1 Before submitting a Bid, each Bidder must: (A) examine the Contract Documents thoroughly; (B) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work; (C) familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work; and, (D) study and carefully correlate his own observations with the Contract Documents.

4.2 On request, the NJSEA will provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of a Bid. At least three days' notice shall be provided. The Bidder may be required to furnish a bond or certified check, payable to the NJSEA, as security to cover possible damages from the above investigations or tests. The Bidder shall fill-in all holes, cleanup, and restore the site to its former state, upon completion of such investigations. The security shall be returned to the Bidder after the site is restored, to the satisfaction of the NJSEA.

4.3 The lands upon which the work shall be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work, are identified in the Contract Documents.

4.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article and that the Contract

Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

4.5 It is further agreed and understood that the successful Bidder will not use any of the information made available to it, or obtained in any examination made by it, as a basis or ground of a claim or demand of any nature against the NJSEA, arising from (or by reason of) any variance which may exist between the information offered and the actual materials or structures encountered during the construction work, except as may otherwise be so provided in the Contract Documents.

5.0 INTERPRETATION AND ADDENDA

5.1 Should a Bidder find discrepancies or omissions in any of the Contract Documents, or should it be in doubt as to their meaning, it shall immediately notify the NJSEA in writing, identify the discrepancies or omissions, and request a clarification of the Document's intent. In order to allow the NJSEA sufficient time to address inquiries regarding the Contract Documents, all inquiries must be RECEIVED by the NJSEA no later than seven (7) working days prior to the receipt of bids.

5.2 If the question involves equality of use of products or methods it must be accompanied by drawings specifications or other data in sufficient detail to enable the Engineer to determine the equality or suitability of the product or method. In general, the Engineer will neither approve nor disapprove particular products prior to opening of the bids such products will be considered when offered by the Contractor for incorporation into the work.

5.3 If the Bidder, prior to submission of its Bid, fails to call to the attention of the Engineer the existence of any such patent ambiguity, inconsistency, error, discrepancy, omission or doubt in the Contract Documents, its Bid will be conclusively presumed to have been based upon an interpretation of such ambiguity or inconsistency or the like, or upon any directions correcting such error, which may have been subsequently given by the NJSEA.

5.4 Unless such action shall have been taken by the bidder and approval obtained, he agrees to use the product or method designated or described in the specifications as may be amended by addenda

5.5 No interpretation of the Contract Documents will be made orally. All interpretation and supplemental instructions will be in the form of written addenda to the Contract Documents. Addenda will be emailed to those who attend the pre-bid meeting. The NJSEA reserves the sole right to determine whether or not an extension of the bid date is necessary due to the nature of the inquiries.

5.6 Receipt of addenda must be acknowledged in the space provided for that purpose on the Bid Forms. Should a Bidder not acknowledge receipt of all addenda, it shall still be required to comply with said addenda.

5.7 All addenda shall become part of the Contract Documents and shall supersede the original Contract Documents. Subsequent addenda shall supersede previously issued addenda.

6.0 TIME FOR COMPLETING

6.1 The number of days within the work is to be completed (the contract time) is set forth in the Contract.

6.2 The successful Bidder's attention is directed to the fact that it may be necessary to pay overtime and/or shift differential wages and/or employ a larger work force than normal and/or retain more than one subcontractor for the same work scope and/or pay for expedited material and equipment fabrication in order to complete the simultaneous performance of the Work and the Contract within the times provided for both the Base Bid and Bid Alternate(s) is utilized. In such event, the successful Bidder shall not be entitled to any additional compensation by reason thereof.

6.3 NJSEA and other work restrictions and work shift differentials will not be a reason for additional or reduced compensation, unless wages are related to an approved contract change.

7.1 SELF-PERFORMANCE & SUBCONTRACTORS

7.1 The Bidder is required to self-perform at least 10% of the Work. Self-performed work does not include supervision and/or management. Self-performed work is defined as tradespersons pursuant to New Jersey Prevailing Wage laws that are or who will be employees of the Bidder, who will be working at the NJSEA project site. Self-performance requirements are not optional, nor to be considered a Bidder's means and methods and are a material part of this Contract. Self-performance requirements may not be demonstrated through material supply, project cost or subcontracted work analyses; the successful Bidder must affirmatively demonstrate intended self-performance at the time of Bid through the form "Self-Performance and Subcontracting Plan."

7.2 A list of proposed subcontractors shall be included with the Bid as required by the Bid Forms. The list shall be accompanied by an experience statement for each subcontractor indicating each subcontractor's qualifications. If the NJSEA, after due investigation, has reasonable objection to any proposed subcontractor, the NJSEA may, before giving the notice of award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in bid price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to said Bidder; but its declining to make such a substitution will not constitute grounds for sacrificing its bid security. Any subcontractor, to whom the NJSEA does not make a written objection prior to the giving of the notice of award, shall be deemed acceptable to the NJSEA.

7.3 No Contractor shall be required to employ any subcontractor against whom it has objection.

7.4 The attention of the bidder is directed to GENERAL CONDITIONS AND REQUIREMENTS for further information on Subcontractors.

8.0 CONTRACT DOCUMENTS

8.1 The information and requirements included as the INSTRUCTIONS TO BIDDERS are neither inclusive nor exclusive, and the Bidder or Contractor shall make no claim for

lack of notice because information requirements are stated elsewhere in the Contract Documents but are not repeated herein.

8.2 The Table of Contents, titles, headings, running headlines, and notes contained in the Contract Documents are solely to facilitate reference to various provisions of the Contract Documents; and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

9.0 PROOF OF COMPETENCY OF BIDDERS

9.1 Any Bidder may be required to furnish evidence satisfactorily to the NJSEA that the Bidder and his proposed Subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner. In particular, the Contractor must have the appropriate licenses to perform the required remediation.

9.2 The NJSEA reserves the right to reject any Bid if the evidence submitted fails to satisfy the NJSEA that the Bidder and/or Bidder's proposed Subcontractors are qualified to carry out and complete the Contract.

10.0 APPLICABLE LAWS AND SAFETY REGULATIONS

10.1 The attention of the Bidders is especially directed to the provisions of Federal, State, County, and Municipal laws, statutes, and regulations that may apply to the work; including particularly all safety regulations. Such provisions refer to obstruction of streets, open burning, maintaining of signals, storing and handling of explosives, etc. Particular note shall also be taken of those provisions affecting the Contractor or its employees in the prosecution of the work or its relation to any political subdivision or person. All pertinent laws, statutes, ordinances, and regulations shall be obeyed and complied with by the Contractor, its subcontractors, and all of its representatives.

10.2 The Contractor shall comply with all provisions of Federal and New Jersey State Labor Laws.

10.3 The Contractor shall comply with all current requirements of the Federal Department of Labor, Safety, and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596); and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54); and the Superfund Amendments and Reauthorization Act of 1986 (PL 99-499).

10.4 The Contractor shall also comply with all current requirements for construction promulgated under the New Jersey Department of Labor and Industry's Bureau of Engineering and Safety regulations, Title 12 of the NJAC.

10.5 In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions in, on, or near the job site; including safety of all persons and property affected directly or indirectly by its operations during performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the NJSEA. It shall not be limited to normal working hours.

10.6 The duty of the NJSEA, or its authorized representative, to conduct construction review of the Contractor's performance does not include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

11.0 OFFER OF GRATUITIES

11.1 No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other item of value of any kind to any State officer or employee or special State officer or employee, as defined by NJSA 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vend or transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by NJSA 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 NJSA 52:13D-13g.

11.2 The solicitation of any fee, commission, compensation, gift, gratuity or other item 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 or Ethical Standards.

11.3 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, having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of NJSA 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.

11.4 No vendor shall influence, attempt to influence, or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

11.5 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, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

11.6 The provisions cited above in paragraph 19.1 through 19.5 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 19.3.

12.0 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

12.1 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, up-grading, 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 places 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 of 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 or workers' representative of the contractors' commitments under this act 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 the N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time with the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith effort to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et.seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurance from the construction trade union at least five business days prior to the commencement of the construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

1. To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
2. To notify any minority and women workers who have been listed with its awaiting available vacancies;
3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal

employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor;

   (i) The contractor or subcontractor shall interview the referred minority or women worker.

   (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractors or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

   (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

   (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Dept. of LWD, Construction Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union

hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ration established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a monthly thereafter for the duration to his contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for the on-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractor shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant NJAC 17:27-1.1 et seq.

The Executive Order No. 151 (Corzine, August 28, 2009) and P.L. 2009, Chapter 335 include a provision which require all state agencies, independent authorities and colleges and universities to include additional mandatory equal employment and affirmative action language in its construction contracts. It is important that this language is in addition to and does not replace the mandatory contract language and good faith efforts requirements for construction contracts required by N.J.A.C. 17-27-3.6, 3.7 and 3.8, also

known as Exhibit B. The additional mandatory equal employment and affirmative action language is as follows:

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

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

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

1. The Contractor shall requite prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at http://NJ.gov/JobCentralNJ;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the [Reporting Agency] with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the [Reporting Agency] no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

To ensure successful implementation of Executive Order and Law, state agencies, independent authorities and colleges and universities must forward and Initial Project Workforce Report (AA201) for any projects funded with ARRA money to the Division of Public Contracts EEO Compliance immediately upon notification of award but prior to execution of the contract.

13.0 NEW JERSEY EQUAL PAY ACT

13.1 Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B, Allen Equal Pay Act, which was signed in to law by Governor Phil Murphy on April 24, 2018, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see https://nj.gov/labor/equalpay/equalpay.html.

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.8 DIANE B. ALLEN EQUAL PAY ACT Pursuant to N.J.S.A. 34:11-56.14, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see https://nj.gov/labor/equalpay/equalpay.html

14.0 LAWS, ORDINANCES, CODES AND REGULATIONS

14.1 All "work" to be provided for this project shall conform to the following and subsequent revisions thereto:

A. The State Uniform Construction Code Act (N.J.S.A. 52:27D-119 et seq.); and the Uniform Construction Code and all applicable Sub codes thereof.
B. All applicable published communications by the Department of Community Affairs (DCA) including but not limited to the following:
    1. DCA Interpretations
    2. DCA Formal Technical Opinions
    3. DCA Bulletins
    4. Related Regulations
    5. Miscellaneous
C. The Americans with Disabilities Act of 1990.
D. NJDOT Standard Specifications and details except as outlined otherwise.

14.2 The Specifications make reference to certain laws, ordinances, codes and regulations, whether they be by Federal, State, County and/or Municipal Governments. This is done to alert those involved with the Project of unique requirements that pertain to building construction work for the NJSEA. This is not intended as a limitation of the Contractor's responsibility to comply with any and all other Federal, State and Local building codes and ordinances that relate to this project.

15.0 EXECUTIVE ORDER 117

15.1 Executive Order No. 117 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:

A. 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:
    1. 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;
    2. 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

3. 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.

B. 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.

16.0 ANTI-KICKBACK ACT

16.1 The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, promulgated pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 863: Title 18 U.S.C., Sec. 874, and Title 40 U.S.C., Sec. 276c), and any amendments or modifications thereof, and shall cause appropriate provisions to be inserted in Subcontracts to insure compliance therewith by all Subcontractors.

17.0 PAY TO PLAY PROBITIONS

17.1 New Jersey law insulates the negotiation and award of State contracts from political contributions that pose a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order 333 (2023).

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30) a "fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23. The agency conducting the procurement will need to determine whether the procurement meets the Election Transparency Act definition of a "fair and open process" and instruct vendors on the applicability of Chapter 51.

A. **For Contracts Awarded Pursuant to a Fair and Open Process**
Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2003), contracts awarded pursuant to a fair and open process do not require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

B. **For Contracts Awarded Pursuant to a Non-Fair and Open Process**

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), and Executive Order 333 (2023), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor during certain specified time periods. It shall be a breach of the terms of the contract for the Business Entity to:

(1) Make or solicit a contribution in violation of the statute;
(2) Knowingly conceal or misrepresent a contribution given or received;
(3) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
(4) Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor;
(5) Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
(6) Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
(7) Engage in any exchange of contributions to circumvent the intent of the Legislation; or
(8) Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Further the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

A "Continuing Political Committee" means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least $5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a Continuing Political Committee by the New Jersey Election Law Enforcement Commission under N.J.S.A. 19:44A-8. A Continuing Political Committee does not include a "political party committee," a "legislative leadership committee," or an "independent expenditure committee," as defined in N.J.S.A. 19:44A-3.

Prior to awarding any Contract or agreement to any Business Entity pursuant to a non-fair and open process, the Business Entity proposed as the intended Contractor of the

Contract shall submit the Two-Year Chapter 51/Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts, certifying either that no contributions to a Continuing Political Committee or to a candidate committee or election fund of a gubernatorial candidate have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf.

POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L.2005, c.271, rev. P.L.2023, c.30) if in a calendar year the contractor receives one or more contracts valued at $50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at http://www.elec.state.nj.us/.

18.0 NEW JERSEY PROMPT PAYMENT ACT

18.1 The New Jersey prompt Payment Act (N.J.S.A. 2A:30A-1 et seq.) requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds $5.00 per properly executed invoice.

19.0 BUY AMERICAN

19.1 Only manufactured and farm products of the United States, wherever available, shall be used under this Contract, pursuant to N.J.S.A. 40A:11-18.

20.0 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

20.1 Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons of Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

21.0 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

21.1 Pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L.2022, c.3), a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not identified on the list of persons or entities engaging in prohibited activities in Russia or Belarus. Consistent with the federal law, the list of persons and entities engaging in prohibited activities in Russia or Belarus shall consist of all persons and entities engaging in prohibited activities in Russia or Belarus shall consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC) on account of activity relating to Russia or Belarus.

22.0 BONDS AND INSURANCE

22.1 The attention of the Bidder is directed to the SPECIFIC PROJECT REQUIREMENTS regarding the requirements for bonds and insurance.

23.0 POWER-OF-ATTORNEY

23.1 Not used

24.0 ASSIGNMENTS

24.1 The Contractor shall not assign the whole or any part of this Contract without prior written notice to and the written consent of the NJSEA. Money due or to become due the Contractor hereunder shall not be assigned for any purposes whatsoever.

25.0 BUSINESS REGISTRATION CERTIFICATE

25.1 Pursuant to N.J.S.A. 52:32-44, the New Jersey Sports & Exposition Authority ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the Contracting Agency (NJSEA).

25.2 The bidder/proposer/contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time with the Contracting Agency during the course of contract performance. The bidder/proposer/contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

25.3 Pursuant to N.J.S.A 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

25.4 The bidder/proposer/contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall during the term of the contract, 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 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at HTTP://www.state.nj.us/treasury/revenue/busregcert.shtml.

25.5 Emergency Purchases or Contracts: For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

26.0 REGISTRATION WITH THE PUBLIC WORKS CONTRACTOR

26.1 The Contractor and all subcontractors shall provide, **prior to award,** proof of registration with the Public Works Contractor Registration Act (NJSA 34:11-56.48 et. seq.). Registration information can be obtained on the worldwide web at https://nj.gov/labor/wageandhour/registration-permits/register/publicworksregistration.shtml or by calling 609-292-9464.

26.2 A partnership or joint venture shall be permitted to bid on heavy infrastructure projects, if each party to the partnership or joint venture is independently registered in compliance with this section.

(1) Prior to being awarded a contract, a partnership or joint venture shall register with the Department of Labor and Workforce Development to obtain a Public Works Contractor Registration certificate and designate a primary contract manager to oversee contract administration and compliance.

(2) If any party to the partnership or joint venture fails to perform or comply with a contract or a portion thereof, all parties to the partnership or joint venture shall be held jointly and severally liable. Such failure to perform or comply may result in penalties to the partnership or joint venture, including cancellation of the contract.

26.3 No Contractor shall bid on the Work of this Contract unless the Contractor is registered pursuant to this act **at the time the Bid is submitted.**

26.4 No Contractor shall list a subcontractor in the Bid for the Work of this Contract unless the subcontractor is registered pursuant to this act **at the time the Bid is submitted.**

26.5 Should a subcontractor be named after the Bid, that subcontractor must be registered pursuant to this Act prior to engaging in the Work of this Contract.

27.0 NEW JERSEY PREVAILING WAGE ACT

27.1 The New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150, is hereby made a part of every contract entered into by the Authority, except those contracts which are not within the contemplation of the Act. The Proposer's submission of its Proposal is its guarantee that neither it nor any subcontractors might employ to perform the work covered by this bid are listed or are on record in the Office of the Commissioner of the Department of

Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of the Act.

Attention is directed to the Prevailing Wage Rate List and to the applicable provisions of "The New Jersey Prevailing Wage Act" Chapter 150 of the Laws of 1963 governing the prevailing rates of wage for workers who are employed in this project. All provisions of said Wage Act and amendments thereto, shall be considered part of the Contract and made part thereof.

The Proposer, by submitting the Proposal, declares to the Authority that it is aware of the provisions of said Wage Act with relation to prevailing rates of wages for workers to be employed on this project.

28.0 NOTICE OF SETOFF FOR STATE TAXES

28.1 Pursuant to N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State), the NJSEA may set off that payment by the amount owed.

28.2 The Bidder shall certify acknowledgement of this by completing the form contained in the REQUIRED BID FORMS – BOOK 2.

29.0 CORPORATE RESOLUTION FORM

29.1 Bidders to complete a corporate resolution form per SECTION 00427.

30.0 OWNERSHIP DISCLOSURE FORM

30.1 Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement, the Division may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

30.2 A Bidder's failure to submit the information required by N.J.S.A. 52:25-24.2 will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

31.0 STOCKHOLDER DISCLOSURE

31.1 All corporations and partnerships submitting a bid are required to enclose a list of the names and addresses of all stockholders owning 10% or more of their stock or 10% or more of the stock of their corporate stockholders or in the case of a partnership, the names and addresses of those owning a 10% or greater interest therein.

32.0 PENALTIES FOR FALSE STATEMENTS

32.1 Any person who makes or causes to be made a false deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than $ 100.00 no more than $1,000.00, and shall be permanently disqualified from bidding all public work or contracts of the contracting unit which submitted the questionnaire; or , in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co partnership, association or corporation, by such fine or by imprisonment, not exceeding-6 months, or both (40A: 11-34).

33.0 PAYMENT RETENTION

33.1 During construction, a retention of five percent (5%) payments claimed until acceptance of the work, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.

33.2 Retention's for payments of claims, defective work, potential losses, etc., may also be withheld. The attention of the bidder is directed at GENERAL CONDITIONS AND REQUIREMENTS for further information on payment retention.

34.0 BID FORM AND SUBMISSION

34.1 Bids must be submitted on the prescribed form. Telephone or email bids shall not be accepted. An additional unbound copy of the Bid Forms is provided for that purpose with the Contract Documents. Do not use the Bid Forms bound in the Contract Documents.

34.2 The Bid Forms must be completed in ink or by computer. The bid price of each item must be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used. Discrepancies between words and numerals will be resolved in favor of the words. Discrepancies in extension of unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of a column of figures and the correct sum will be resolved in favor of the correct sum.

34.3 All unit prices shall be NET and shall include all incidental work normally required in connection with the particular type of work involved, and shall include (but not necessarily be limited to) the following:

a. All engineering, including detailing and shop drawings.
b. All material costs, including an allowance for waste.
c. The provision of all necessary accessories.
d. All fabrication and shop costs.

e. All shop and field labor, including supervision and engineering layout costs.
f. All temporary utilities required, including safety precautions.
g. All costs of standby trades during or beyond normal working hours.
h. All charges for transportation, freight, insurance, taxes, overhead, profit and any other item, as well as bonding costs, if applicable.
i. If unit prices are not deemed fair and reasonable by the NJSEA, Bids may be rejected.

34.4 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The name and title of the signator, the corporate address, and the state of incorporation shall be typed below the signature.

34.5 Bids by partnerships must be executed in the partnership name by a general partner, whose name, title, and official partnership address must be typed below the signature.

34.6 The Bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be written on the Bid Forms in the appropriate place).

34.7 The address and telephone number, to which communications regarding the Bid will be directed, must also be shown.

34.8 Each Bidder who is not chartered under the laws of the State of New Jersey but licensed to do business in the State of New Jersey must submit with its Bid a certificate authorizing it to do business in the State of New Jersey. Also see Article 26 of the INSTRUCTIONS TO BIDDERS.

34.9 Each Bidder who is a corporation not organized under the laws of the State of New Jersey or is not authorized to do business in the State of New Jersey must obtain a certificate authorizing it to do business in the State of New Jersey prior to the award of the contract.

34.10 Per NJSA 52:25-24.2, if the Bidder is a corporation or partnership, the Bidder shall complete the Section 00424; BIDDERS DISCLOSURE FORM, setting forth the names and addresses of all its owners holding a ten (10) percent or greater interest in the corporation of partnership.

34.11 See Article 28 of the INSTRUCTIONS TO BIDDERS for requirements of Executive Order 117.

34.12 Any Bid may be withdrawn prior to the time for termination of receipt of bids specified in the ADVERTISEMENT FOR BIDS.

34.13 Refer to the SPECIFIC PROJECT REQUIREMENTS – BOOK 3 for additional information regarding the submission of the Bid.

34.14 In addition to paper Bid documents, an electronic (bookmarked) PDF copy of all Bid items listed above is required on a USB storage device with the sealed Bid.

35.0 SEALED BID CONTENTS

35.1 The Sealed Bid for this Contract comprises the following, as outlined in REQUIRED BID FORMS – BOOK 2.

1. Bid Submission Checklist
2. Addendum Acknowledgement Form
3. Price Proposal Form
4. NJSEA Standard Forms
    a. Consent of Surety
    b. Bidder's Experience Affidavit
    c. Bidder's Disclosure Form
    d. Bidder's Affidavit of Authorization
    e. Corporate Resolution Form
    f. Moral Integrity Affidavit
    g. Non-Collusion Affidavit
    h. Self-Performance and Subcontracting Plan (Experience Statements shall be attached)
    i. Notice to All Bidders of Set-Off for State Tax
    j. Disclosure of Investment Activities in Iran Form
    k. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
    l. Affirmative Action EEO Form
    m. Acknowledgement of Notice of Penalties

5. The bid submission shall contain a proposed Project Schedule, Logistics Plan and Proposed Key Personnel.

6. The Project Schedule shall, at a minimum, include:
    a. A bar chart schedule that is developed using Primavera P6 (or similar software) and by the critical path method.
    b. Indicate all major project milestones and activities.
    c. Discuss major proposed milestones for the Project. The below listed are Milestones to be included in the schedule.
        a) Regulatory approvals
        b) Submittals
        c) Work Permits
        d) Mobilization
        e) Construction starts
        f) 25% Construction completion
        g) 50% Construction completion
        h) 75% Construction completion
        i) Substantial completion
        j) Final completion / Project closeout
    d. Indicate Project Substantial Completion of the project

7. The Logistics Plan shall, at a minimum, include:
    a. Operational / Occupancy Requirements
        - Approach to maintaining facility operations during construction.
        - Any required temporary measures, shutdowns, or access restrictions.
        - Mitigation measures to reduce disruption to occupants and adjacent work areas.
    b. Site Access and Logistics
        - Proposed access routes, staging areas, and material handling plans for each phase.
        - Coordination with site security, safety procedures, and existing conditions.

8. Proposed Key Personnel Experience shall, at a minimum, include:
    a. A comprehensive package demonstrating both the qualifications of the proposed key personnel and financial capacity of the firm to perform the Work.
    b. Identify the Project Team members proposed to be assigned to this project, including relevant experience, and resumes for each person identified within this proposal.
        - Bid Contact Person – Identify the sole contact person (the "Bid Contact Person") for who is authorized and will be responsible to receive all NJSEA communications during this Bid Evaluation Process.
        - Project Manager – Office staff member responsible for overall Contract performance, administration and compliance, scheduling and hiring/selecting subcontractors.
        - Project Superintendent – Full-time field staff member who has overall on-site responsibility for a Project.
          Project Engineer/Assistant Project Manager – Key individual for all submittal requirements.

36.0 WITHDRAWAL OF BIDS

36.1 Upon proper request and identification a bidder may withdraw his bid prior to the scheduled time for the opening by written notice to the NJSEA at njseabids@njsea.com. However, no bid may be withdrawn after the first bid has been opened and thereafter not for a period of 60 days after the date of the opening thereof.

37.0 RECEIPT AND OPENING OF BIDS

37.1 To be considered valid, Bids must be received prior to the time specified in the ADVERTISEMENT FOR BIDS or as potentially modified by Addenda.

37.2 NJSEA will only accept Bid Packages from firms that:

1. Tender a properly sealed and identified Bid Package envelope conforming with INTRUCTIONS TO BIDDERS, and;

2. Attended the Mandatory Site Visit / Bidders Site Inspection identified in INTRUCTIONS TO BIDDERS.

37.3 All Bidders agree the Bids shall remain open for 90 days after the day of opening, but the NJSEA may at its sole discretion, release any Bid and return the bid security prior to that date.

37.4 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with NJSEA and promptly thereafter demonstrates to the reasonable satisfaction of NJSEA that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the bid security will be returned. Thereafter, Bidder will be disqualified from further bidding on the Work.

38.0 BID SECURITY

38.1 Not used

39.0 RIGHT TO REJECT, WAIVE, OR ACCEPT

39.1 The NJSEA reserves the right to reject any and/or all non-conforming, non-responsive, or conditional bids; to waive any informalities in any Bid; and to accept any Bid deemed to be in the best interest of the NJSEA.

40.0 EVALUATION OF BIDS

40.1 The NJSEA may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work; and the Bidder shall furnish all such information and data for this purpose as NJSEA may request. The NJSEA reserves the right to reject any Bid if the evidence submitted by (or the investigation of) such Bidder fails to satisfy it that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein.

40.2 Bidders shall be experienced in the kind of work to be performed, have the necessary equipment therefore, and possess sufficient capital to properly execute the work within the time allowed. Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if the Bidder cannot show that it has the necessary ability, plant, and equipment to commence the work at the time prescribed, and thereafter to prosecute and complete the work at the rate or within the time specified. A Bid may also be rejected if the Bidder is already obligated for the performance of other work that would delay the commencement, prosecution, or completion of the Work.

40.3 In evaluating the Bids, the NJSEA shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. The NJSEA reserves the right to choose any of the alternates described in the Bid Forms. Final determination will be at the sole discretion of the NJSEA and will be made after receipt of Bids.

40.4 The NJSEA may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work. Operating costs,

maintenance considerations, performance data, and guarantees of materials and equipment may also be considered.

40.5 The NJSEA reserves the right to reject the Bid of any Bidder who does not pass these investigations to the satisfaction of the NJSEA.

40.6 If requested by the NJSEA, the three lowest Bidders shall, within 10 days of such request, submit a financial statement prepared by a Certified Public Accountant.

41.0 AWARD AND SIGNING OF THE CONTRACT

41.1 Award of the Contract, if made, will be to the lowest responsive Bidder whose Bid complies with the requirements stated herein, and whose evaluation indicates to the NJSEA that the award will be in the best interests of the NJSEA.

41.2 The NJSEA will award the Contract (or reject all bids) within 60 days from the bid opening date. If the NJSEA requests and the Bidders agree, the Bids may be held open for consideration for such longer time as may be agreed.

41.3 The contract shall be extended at the sole discretion of the NJSEA, as deemed to be in its own best interest.

41.4 Upon award of the Contract by the NJSEA, three (3) copies of the Contract will be sent to the Successful Bidder. All three copies shall be signed by the Bidder and returned along with the required bonds, insurance certificate and other documents. After acceptance of these documents, the NJSEA will execute the Contract and deliver two (2) fully signed copies of the Contract to the Contractor.

42.0 PRE- START CONFERENCE

42.1 The Contractor shall be prepared to attend a pre-start up conference after execution of the Contract, and prior to the beginning of work, at which representatives of the NJSEA will be present, to discuss performance of the work under this contract. The Contractor's representative must be authorized to speak for the Contractor and to act as an agent of the Contractor.

43.0 ESTIMATES OF QUANTITIES OF WORK

43.1 The NJSEA reserves the right to increase or decrease the quantities of any item of Work as may be deemed necessary, or to leave out any item or to add new items, if and when the necessity arises.

44.0 SUBSTITUTE MATERIALS AND EQUIPMENT

44.1 The Contract, if awarded, will be on the basis of the materials and equipment described in the Contract Documents without consideration of possible substitute or "or equal" items. The procedure for submittal of any request for such substitution by the Contractor, and consideration by the NJSEA, is set forth in the GENERAL CONDITIONS AND REQUIREMENTS.

45.0 MATERIALS AND EQUIPMENT

45.1 All materials and equipment for the work shall be furnished by the Contractor unless otherwise specified. They shall conform to the Contract Documents and shall be from an acceptable source.

45.2 Where possible, preference shall be given to New Jersey manufacturers and/or suppliers.

45.3 All materials and equipment for the work shall be new, except where the use of existing or previously used materials and equipment is specified.

46.0 SITE SECURITY

46.1 NJSEA maintains periodic and limited security personnel for the general security of their grounds and properties. None of the security personnel employed by NJSEA shall be responsible for the security of any successful Bidder's personnel and/or property on this Project. The successful Bidder shall provide security service, when necessary, at no cost to NJSEA, throughout the period of construction, to adequately protect the Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the construction site.

END OF SECTION 00 10 00