

# **SPECIFICATION**

## **FOR**

### **Snow Removal Services**

1.1 This specification covers the requirements for **Snow Removal Services**.

1.2 **AVAILABILITY OF FUNDS:** The University's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the University for payment of any money shall arise unless and until funds are made available each year to William Paterson University.

1.3 **TRANSITIONAL PERIOD:** In the event the services are terminated either by the contract expiration or by voluntary termination by William Paterson University, it shall be incumbent upon the Contractor to continue the service until new services can be completely operational. At no time shall this service extend more than 90 days beyond the expiration date of the existing contract. Vendor will be reimbursed for this service at the prior contract rate.

1.4 **METHOD OF INSPECTION OF WORK AND LIQUIDATION DAMAGES FOR NON-PERFORMANCE:** In the event that the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the University shall notify the Contractor of such failure or default and demand that the same be remedied within thirty (30) days. In the event of the failure of the Contractor to remedy the same within said period, the University shall take steps to terminate the contract. In this event the University will authorize the service to be performed by any available means, the difference between the actual cost paid and the bid of the defaulting contractor to be deducted from any monies due. It shall also be incumbent upon the Contractor to continue operations until relieved by a newly selected Contractor, including administrative expenses.

1.5 **PROCEDURAL REQUIREMENTS AND AMENDMENTS:**

1.5.1 Contractor shall comply with all procedural instructions that may be issued from time to time by the Vice President for Administration and Finance.

1.5.2 During the period of contract, no change is permitted in any of its conditions and specifications unless the contractor receives written approval from the Vice President for Administration and Finance.

1.5.3 Modifications to the specifications can only be authorized by the Purchasing Office of William Paterson University. Any changes will always be confirmed, in writing, by an addendum to the RFP.

1.5.4 Should the Contractor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matter to the Vice President for Administration and Finance for consideration and decision.

- 1.5.5 During the period of the contract or the extension thereof, the University reserves the right to add or delete specific services. Contractor will be given seven (7) days notice to effect requested change.
- 1.5.6 The Contractor, or his authorized representatives, may be required to meet periodically with the Vice President for Administration and Finance, or his representatives, to discuss all services.
- 1.5.7 There may be a meeting with the successful Contractor and the University prior to the start of the contract. At this time the Contractor may be required to submit a plan of operation to the University.
- 1.5.8 The Contractor shall comply with any federal, state or local laws, now in effect or hereafter promulgate.
- 1.5.9 **PREVAILING WAGE RATES:**  
The vendor acknowledges and affirms that he has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates for all trades involved in the project, the geographic location of the project, as issued by the Commissioner of the Department of Labor and Industry, Trenton, NJ 08625. Where applicable bidders must comply with **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**, P.L. 1999. C.238.
- 1.5.10 By submitting a proposal, the vendor covenants and agrees that he has satisfied himself from his own investigation of the conditions to be met. He fully understands his obligation and he will not make any claim for, or have right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information.
- 1.5.11 **INDEPENDENT CONTRACTOR:**  
All of Contractor's employees furnishing services to the University shall be deemed employees solely of Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the University. Contractor shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties shall be binding on the Institution.
- 1.5.12 **TERMINATION:**  
(a) In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via Certified Mail of such failure and demand that the same be remedied within thirty (30) business days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Agreement thirty (30) days after the expiration of the thirty (30) day notification period. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) business days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointment shall not be vacated within thirty (30) business days, the other party shall have the right, in addition to

any other rights of whatsoever nature that it may have at law or in equity, to terminate this Agreement by giving in no case more than five business days notice in writing of such termination.

(b) Notwithstanding the foregoing, the Contractor agrees that the Institution shall have the right to terminate this Agreement for its convenience at any time during the term upon giving Contractor thirty (30) business days notice in writing of such termination.

**1.5.13 FORCE MAJEURE:**

Contractor shall notify the University promptly of any material delay in performance of specified services and shall specify in writing to the University's Purchasing Department the proposed revised performance date as soon as practicable after notice of delay. Contractor shall not be liable for delays in performance due to causes beyond its reasonable control, but it will be liable for delays due to its fault or negligence. In the event of any excusable delay the date of performance shall be extended for a period equal to the time slot by reason of such delay on written approval of the Institution's Purchasing Department.

**1.5.14 Notices**

All notices provided for under this Agreement shall be in writing. Notice will be effective upon transmission time and date of facsimile during normal business hours, 8:30 a.m. until 4:30 p.m., Monday through Friday. The University may also send a copy of the notice via U.S. mail. **All questions regarding said RFP must be put in writing and faxed to 973-720-2872 and e-mailed to the Purchasing office on or before 12/21/2011 at [harrisc@wpunj.edu](mailto:harrisc@wpunj.edu).**

**ADDENDUM: REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

**ADDENDUM ISSUED WILL BE POSTED on Purchasing WEBPAGE <http://www.wpunj.edu/purchasing/bid.dot>. There are no designated dates for release of addendum. Interested vendors should check the Purchasing Department' webpage on a daily basis from time of RFP issuance through bid proposal submission. It is the sole responsibility of the bidder to be knowledgeable of addendum issued relating to this RFP. Notice of addendum issued will be faxed by the assigned Procurement Services buyer to any vendor who has picked up a copy of the RFP at the Purchasing Department and who provided its fax number. It is the responsibility of the vendor accessing the RFP from the Purchasing Department webpage to e-mail or fax the Purchasing Department a copy of the signed addendum. The signed addendum must be included with your bid response.**

#### **1.5.15 PRESENCE OF THE INSTITUTION'S PREMISES**

(a) Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon William Paterson University's premises shall obey the rules and regulations that are established by the Institution and shall comply with the reasonable directions of the University's officers.

(b) Contractor shall be responsible for the acts of its employees and agents while on the University's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the University's premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, to the specifications of the University's Facilities Director, any damage that it, or its employees or agents, may cause to the University's premises or equipment; on Contractor's failure to do so, the University may repair such damage and Contractor shall reimburse the University promptly for the cost of repair.

(c) Contractor agrees that, in the event of any accident of any kind, Contractor will immediately notify the University's Police Department and thereafter furnish a full written report of such accident.

(d) Contractor shall perform the services contemplated in this Agreement without interfering in any way with the activities of the Institution's faculty, students, staff, or visitors.

#### **1.5.16 LIENS**

Contractor shall at all times keep the Institution free and clear from all liens asserted by any person, firm or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, or labor performed, or materials or equipment furnished) by the Contractor pursuant to the terms of this Agreement. If any such lien shall at any time be filed against the Institution's premises, and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, the Institution may, but shall not be obligated to, discharge the same and all costs and expenses (including attorney's fees) incurred by the Institution in discharging the lien shall be either deducted from payments due contractor or paid by Contractor directly to the University.

#### **1.5.17 LABOR RELATIONS**

Contractor agrees to take immediate and reasonable steps to maintain its provision of service under this Agreement in the event of any labor action involving its employees.

#### **1.5.18 LAWS**

Contractor shall comply with all laws, rules, and regulations of duly constituted authorities having jurisdiction over its activities.

### 1.5.19 **SURVIVAL**

The terms, conditions, representations, and warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

### 1.5.20 **EXECUTIVE ORDER 134 – PAY-TO-PLAY**

All business organizations that do business with William Paterson University are required to complete and return the Certification documents as established under Executive Order 134. Failure to submit this certification would mean that the business entity is not a responsive bidder. The Executive Order can be accessed at <http://www.state.nj.us/infobank/circular/eom134.htm>

### 1.5.21 **Business Registration Certification (BRC):**

Effective September 1, 2004, pursuant to P.L. 2004, c.57, all New Jersey and out of State contractors must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business with the University. A copy of the BRC must be submitted by a bidder at the time of bid. Failure by a bidder to submit a copy of a valid BRC with its bid will result in rejection of the bid as being materially non-responsive.

### 1.5.22 **ASSIGNMENT**

Neither party may assign or subcontract any of its rights or obligations under this Agreement in whole or in part. Any attempted assignment under this Agreement shall be void and of no effect.

## 2.0 **PROPOSAL PREPARATION/EVALUATION:**

### 2.1 **PROPOSAL PREPARATION:**

Vendors should submit this Request for Proposal with the first page signed by an authorized representative of the bidding firm and with all other data filled in. All financial information must be clearly identified in your proposal. Failure to comply may result in your proposal being considered as non-responsive. **Prior performance shall be a factor in award of contract.**

## **THIS REQUEST FOR PROPOSAL AND SPECIFICATION WILL FORM THE CONTRACT.**

2.1.1 Failure to submit all information requested may result in your proposal being considered non-responsive. Vendors are requested to hold financial considerations firm for a minimum of sixty (60) days in order that an award can be made.

2.1.2 The selected vendor shall be required to assume sole responsibility for the complete effort as required in this specification. No special consideration shall be given after proposals are opened because of the vendor's failure to be knowledgeable of all conditions existing at the University.

2.1.3 **Supply two (2) copies (one original and two copies) of your proposal to the University.** The original must be clearly marked **original**.

## 2.2 **PROPOSAL EVALUATION:**

### 2.2.1 Proposals shall be judged on the following criteria:

- a. The experience of the vendor in providing this specification covers the requirements for **Snow Removal Services** based on the information submitted in their written presentation.
- b. The ability to efficiently, accurately and successfully perform these services is considered essential to the contract. The vendor's prior history with regard to these services will be considered in determining whether the vendor is responsible and whether the award of the contract to that vendor is in the best interest of the University.
- c. Whether the vendor is responsive to all specification requirements in sufficient detail for the evaluator(s) to analyze the proposal and make sound judgments about it.
- d. Price. William Paterson University reserves the right to evaluate price(s) and award contracts, based on the present worth analysis when it is determined to be in the best interest of the University. Vendors should submit prices exactly as instructed.
- e. The William Paterson University staff will be the sole decision-maker concerning which proposal(s) meet the University's specifications and which proposal best meets the University's needs. Their decision to award will be final.

### 2.2.2 **Oral Presentations:**

Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to University Personnel. This will provide an opportunity for the vendor to clarify or elaborate on this proposal but will in no way change the vendor's original proposal. The Purchasing Office will schedule the time and location of these presentations.

### 2.2.3 The University reserves the right to request all vendors to explain the method used to arrive at any or all figures.

## 3.0 **QUALIFICATION OF BIDDERS:**

### 3.1 Vendors shall be of known reputation and shall have sufficient qualified personnel and equipment to perform adequately the prescribed service as per specifications. Vendors must have a minimum of 5 years experience in area identified in this RFP. Vendors shall submit evidence of qualifications to meet all requirements as required by the Director of Purchasing.

As evidence of vendor's qualification, the vendor should submit the following information with their proposals by completing the attached "Contractor Data Sheets" (See Attachment A) and returning said sheets with their proposal. Statements such as "see previous proposals or lists submitted" are not acceptable and may be cause for proposals to be considered non-responsive.

1. The number of years the firm has been in the **Snow Removal** business.
2. Location of the vendor's office that will be responsible for managing this contract. Include phone number.
3. Name(s) and phone number(s) of management personnel to be contacted if problems or emergencies occur.
4. Name of individual that can be contacted at all times if service or information is requested by the University.
5. A list of New Jersey State Agencies, US Governmental Agencies, public and private universities and universities now under contract with the bidding firm.
6. A list of contracts the vendor has lost during the last three years with the reason the contract was terminated for each job.
7. Name of insurance firm from which vendor intends to purchase insurance and a person to contact at this firm.

#### 4.0 **INSURANCE REQUIREMENTS:**

- 4.1 The contractor shall assume responsibility for his actions and those of anyone else working for him while engaged in any activity connected with this contract. The contractor shall carry sufficient insurance to protect him and the University from any property damage or bodily injury claims arising out of the contracted work.

Evidence of required insurance coverage shall be provided in the form of a certificate which shall be submitted no later than (10) days after receipt of notice of intent to award contract.

- (1) Worker's Compensation Insurance applicable to the laws of the State of New Jersey and employer's liability insurance as required by applicable State and Federal Law.
- (2) Comprehensive general liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey, New Jersey Educational Facilities Authority, WPUNJ Auxiliary Association Inc., and WPUNJ Foundation as an additional insured. Limits of liability shall not be less than \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and not less than \$1,000,000 per occurrence for property damage liability.
- (3) Comprehensive Automobile Liability policy covering owned, non-owned and hired vehicles with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.

- 4.2 All required insurance coverage must be in effect not later than 12:01 AM at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions and to incidents occurring during the coverage period.
- 4.3 Liability insurance must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work.
- 4.4 Vendor should list name of insurance firm from which he intends to purchase the above insurance and a person to contact at this firm.
- 4.5 The vendor may, if he so desires, include with his proposal the applicable certificate of insurance.
- 4.6 The certificate of insurance should include with RFP ID#, name of RFP and buyer's name.
- 4.7 Each policy of insurance should contain an endorsement as follows:

"It is understood and agreed that \_\_\_\_\_ Insurance Company shall notify in writing, the Director of Purchasing, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy."

- 5.0 **Specifications:**  
See attached

**SIGNATURES:**

The signature of the vendor's duly authorized representative certifies that the vendor shall and will provide the services as proposed and guarantees all prices proposed to be firm for the full term of the contract.

**Signature of Authorized Vendor:**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**

**CONTRACTOR DATA SHEET**  
(to be completed by the Contractor)

1. The number of years your firm has been in the **Snow Removal Services** business: \_\_\_\_\_

2. Provide a list of five locations where services comparable to those required by this RFP have been provided by your firm.

a) Name of Account: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Years the services have been provided: \_\_\_\_\_

Name of institutional representative responsible for the **Snow Removal Services** program:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

b) Name of Account: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Years the services have been provided: \_\_\_\_\_

Name of institutional representative responsible for **Snow Removal Services** program:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

c) Name of Account: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Years the services have been provided: \_\_\_\_\_

Name of institutional representative responsible for the **Snow Removal Services** program:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

d) Name of Account: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Years the services have been provided: \_\_\_\_\_

Name of institutional representative responsible for the **Snow Removal Services** program:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

e) Name of Account: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Years the services have been provided: \_\_\_\_\_

Name of institutional representative responsible for the **Snow Removal Services** program:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

3. Name and contact person at any institution where the contractor has lost a contract within two years.

Name of Institution: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Reason for Contract Loss: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach additional names if necessary)

**MACBRIDE PRINCIPLES FORM****BIDDER'S REQUIREMENT:** TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH MACBRIDE PRINCIPLES AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such 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.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

\_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

\_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

## Executive Order 151 Sub-Contractor Reporting SMWBE

### Appendix B

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

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

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

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide William Paterson University of NJ 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 William Paterson University of NJ 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 the Executive Order, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA 201) 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.

If you have questions or require additional information, please contact the Division at (609)-292-5473.

### **APPENDIX C**

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

To the extent the Firm engages subcontractors or sub-consultants to perform Services for the William Paterson University of New Jersey pursuant to this Contract, the Firm must demonstrate to the William Paterson University of New Jersey satisfaction that a **good faith effort** was made to utilize subcontractors and sub-consultants who are **registered**

**with the Division as SBEs.** Furthermore, the Reporting Agency shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June, 2005). (These participation goals are set forth below.) Evidence of a “good faith effort” includes, but is not limited to:

1. The Firm shall request listings of SBEs from the Division (609) 292-2146 and/or the William Paterson University of New Jersey and attempt to contact same
  2. The Firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.
  3. The Firm shall actively solicit and shall provide the William Paterson University of New Jersey with proof of solicitations of SBEs for the provision of services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.
  4. The Firm shall provide evidence of efforts made to identify categories of Services capable of being performed by SBEs.
  5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.
  6. The Firm shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.
- Furthermore, the Firm shall submit proof of its subcontractors’ and/or sub-consultants’ SBE registrations on the form attached, and shall complete such other forms as may be required by the [Reporting Agency] for State reporting as to participation.

## **Appendix D**

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

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

### **Insert from Appendix C:**

a) State Agencies/Authorities/Commissions

African Americans -- 6.3%

Asian Americans -- 4.34%

(b) State Colleges and Universities

African Americans -- 6.3%

Asian Americans -- 4.34%

Caucasian Females -- 12.67%

### **Original beginning of Appendix D:**

(c) State Agencies/Authorities/Commissions

African Americans -- 6.3%

Asian Americans -- 4.34%

(d) State Colleges and Universities

African Americans -- 6.3%  
Asian Americans -- 4.34%  
Caucasian Females -- 12.67%

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

**State Colleges and Universities**

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

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

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

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

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

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

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

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

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

African Americans -- 2.71%  
Asian Americans -- 1.74%  
Hispanics -- 1.32%  
Native Americans -- 0.10%  
Caucasian Females -- 4.45

## **NOTICE OF ADDITIONAL MANDATORY CONSTRUCTION CONTRACT LANGUAGE**

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

The contractor must demonstrate to William Paterson University satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under William Paterson University 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:

6. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
7. 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;
8. The Contractor shall actively solicit and shall provide William Paterson University with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
9. The Contractor shall provide evidence of efforts described at 2 above to William Paterson University no less frequently than once every 12 months.
10. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

**APPENDIX B**

**PROPOSAL FORM**

Having carefully examined the Request and the Specifications entitled:

**BID NUMBER: B9339233**  
**CLOSING DATE: January 5, 2012 at 2:00p.m.**  
**TITLE: RFP for Snow Removal Services Program**

and acknowledges receipt of Addenda (if any) numbered:

The undersigned proposes to provide the services called for by the said document and to furnish all necessary equipment, labor, and materials to complete the entire general contract work as shown and described herein within a period of fifteen working days or as noted in the request, of written notice to proceed, for a not to exceed price of:

\_\_\_\_\_ (\$\_\_\_\_\_)

**Bid Bond: Bid Bond is required**

.

**PERFORMANCE BOND: Performance Bond is not required**

A Performance Bond and Surety Consent are not required of the successful bidder.

(Signature) \_\_\_\_\_

(Print or Type Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

(Telephone) \_\_\_\_\_

(Date) \_\_\_\_\_