

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
OFFICE OF DESIGN & CONSTRUCTION
PO BOX 034, TRENTON, NJ 08625-0034

PROJECT # P1035-00
Visitor's Center Renovation & Expansion
Monmouth Battlefield State Park

A/E: ikon5 architects

DATE: 10/12/2011

BULLETIN "A"

Bidder must acknowledge receipt of this Bulletin on bid form in the space provided therefore.

This Bulletin is issued for the purpose of amending certain requirements of the original Contract Documents, as noted hereinafter, and is hereby made part of and incorporated in full force as part of the Contract Documents. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract Documents.

1. UCC PERMITS AND NOTICE TO PROCEED

DPMC shall give to the apparent low bidder, DCA/UCC permit applications and required subcode technical sections to be signed, sealed and returned. The contractor must complete all forms and return same to the DPMC Procurement Group within ten (10) calendar days from date of receipt. A "Notice to Proceed" (NTP) letter shall be issued by the State shortly thereafter when DCA has approved said permits.

2. SMALL BUSINESS ENTERPRISE GOALS

A. The Prime Contractor shall take all necessary and reasonable steps to ensure that Small Business Enterprises (SBE's), as defined in N.J.A.C. 17:14-1.2, have the maximum opportunity to compete for and perform contracts.

B. GOALS FOR THIS CONTRACT

a. Except as provided in this Bulletin, this contract includes a goal of awarding twenty-five (25) percent of the total contract value to either Prime or Subcontractors that qualify as small businesses with gross revenues of up to one million and small businesses with revenues that do not exceed the annual revenue standards established by the Federal standard at 13 C.F.R. 121.201.

b. Aspirations shall be made to allocate a portion of the twenty-five (25) percent value in accordance with the following ethnic goals: African American 6.3% and Asian American 4.34%.

c. Only SBE's properly certified by the date of bid with the Division of Minority and Women Business Development will be considered in determining whether the Contractor has met the Contract goals.

d. A database of certified SBE firms is available for review from the Division of Minority & Women Owned Business (Telephone #609-292-2146. Website: www.state.nj.us/njbusiness/contracting). This database is to be used as source of information only, and does not relieve the Prime Contractor of the responsibility of seeking out other SBE's.

C. SUBMISSION OF CONTRACTOR'S SBE PLAN

The Prime Contractor who is named the apparent successful bidder shall submit to the DPMC for approval, no later than ten (10) State business days after Notification from the Division of Property Management & Construction, the following:

a. SBE Form A – Schedule of SBE Participation. The Prime Contractor shall list all SBE's that will participate in the contract including type of work, actual dollar amount, percent of total Contract to be performed; and ethnicity.

b. SBE Form B – Affidavit of SBE status, which is a statement under oath by the SBE that the firm is properly certified as an SBE.

c. Request for Exemption – In the event the Prime Contractor is unable to meet the specified goals, Prime Contractor must submit a written request for an exemption from the goals as defined herein.

d. The name of the Prime Contractor's SBE liaison officer who shall be the person within the Prime Contractor's organization primarily responsible for implementing the Prime Contractor's SBE program.

e. DPMC in its sole discretion may request additional information from the Prime Contractor prior to award of the contract in order to evaluate the Prime Contractor's compliance with the SBE requirements of the bid proposal. Such information must be provided within the time limits established by DPMC.

D. REASONABLE OUTREACH EFFORTS

The Prime Contractor that fails to meet the goals for small business shall document the reasonable outreach efforts it has made to meet the goals. Evidence of "good faith effort" includes but is not limited to:

1. The Firm shall request listings of SBE's from the Division (609) 292-2146 and/or the Division of Property Management and Construction 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 SBE's 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 Division of Property Management and Construction with proof of solicitations of SBE's 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 SBE's.
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 SBE's. Furthermore, the Firm shall submit proof of its subcontractors' and/or sub-consultants' SBE registrations on the form attached as Exhibit (SBE Form A – Schedule of Small Business Enterprise Participation), and shall complete such other forms as may be required by the Division of Property Management and Construction for State reporting as to participation.

E. RESPONSIBILITY AFTER CONTRACT AWARD

- a. The Prime Contractor shall advise DPMC of any change regarding the work to be performed by an SBE whose name was submitted on the SBE Form A for the purpose of meeting the Contract goals.
- b. If an SBE that was to be used by the Prime Contractor to meet one of the goals does not perform the work, the Prime Contractor shall attempt to replace the SBE with a similarly situated SBE. If the Prime Contractor fails to replace the SBE with a similarly situated SBE, it shall document to DPMC the reasons for such failure and DPMC may review the Prime Contractor's subcontracting practices to determine if it is engaging in unlawful discrimination.

F. DOCUMENTATION

- a. DPMC may at any time require such information as it deems necessary to ascertain the compliance of any Prime Contractor with the terms of these provisions.

- b. The Prime Contractor shall keep such records as are necessary to determine compliance with its SBE obligations. The records kept by the Contractor must contain information that demonstrates:
 - (a) The names of the SBE's contacted for Work on the Contract;
 - (b) The type of work to be done or services to be performed by all SBE contractors on the Contract;
 - (c) The actual dollar amount of work awarded to SBE's;
 - (d) The progress and efforts being made in seeking out and utilizing SBE's. This would include solicitations, quotes, and bids regarding work items, supplies, and leases.
 - (e) Documentation of all correspondence, contacts, and telephone calls, used to obtain the services of SBE's on the Contract.
- c. As required by DPMC the Prime Contractor shall submit reports pertaining to contracts and business transactions with SBE's.
- d. All such records shall be maintained for a period of three years following final payment and shall be available for inspection by the DPMC.

G. SANCTIONS

Failure of the Prime Contractor to carry out the requirements set forth in this attachment shall constitute a breach of contract for which DPMC may terminate the contract or pursue such other remedy as DPMC deems appropriate. The Prime Contractor shall physically include the provisions set forth in this attachment in all contracts.

3. CONSTRUCTION PROGRESS SCHEDULE

Article 9, Construction Progress, of the General Conditions, Amended January 1995, is deleted in its entirety and replaced with the following:

“9.1 Construction Progress Schedule

9.1.1 This project shall be completed within the specified number of calendar days from date of execution of the Notice to Proceed.

9.1.2 The contractor shall be responsible for preparing and furnishing to the Director through the architect/engineer, before the first contract requisition date or other date specified by the State, a progress schedule that incorporates all of the work included in the project. The schedule shall be in the form of an arrow network diagram, bar chart or other recognized graphic progress schedule format, in sufficient detail to satisfy the architect/engineer and the Director. This submission shall be no later than thirty 30 calendar days after the award of the contract.

9.1.3 The progress schedule, based upon the contractor's logic and time estimates, shall indicate in suitable detail for display, all significant features of the work, including the placing

of orders and anticipated delivery dates for critical items, submissions and approvals of shop drawings, all work activities to be performed, the beginning and time duration thereof, and the dates of substantial and final completion of the work.

9.1.4 Immediately upon such approval, the contractor shall prepare and distribute ten copies of the progress schedule to the Director and two copies to the architect/engineer.

9.1.5 The contractor shall furnish sufficient labor and construction plant and equipment to ensure the prosecution of the work in accordance with the project schedule. If the latest completion time for any significant task does not come within the time allowed by the project schedule, the sequence of tasks and/or the time for performance of tasks shall be revised by the contractor through concurrent operations, additional manpower, additional shifts, overtime, etc. until it is assured that the contract completion date will be met. No additional charges to the State will be allowed the contractor for overtime, additional manpower, equipment, additional shifts, etc. (except as may be provided elsewhere in the contract), if such expediting procedures or measures are necessary to meet the agreed completion date.

9.1.6 Each contractor agrees that it will make no claim for, and have no right to, additional payment or extension of time for completion of the work, or any other concession because of any misinterpretation or misunderstanding on the contractor's part of the project schedule, the contractor's failure to attend the pre-bid conference, or because of any failure on the contractor's part to become fully acquainted with all conditions relating to the project schedule and the manner in which it will be used on the project, or because of any other contractor's failure to properly participate in the development of a schedule or to perform the contract in accordance with the schedule.

9.1.7 At each biweekly project meeting, the contractor shall provide an updated project schedule that includes all activities; including any activities added for change order work approved to date. The updated progress schedule shall include the progress achieved for each activity that was scheduled, including the actual dates the work was started and completed. The contractor agrees that this information shall constitute the official historical record of project progress.

9.1.8 At each biweekly project meeting the contractor shall also provide a two week "look ahead" schedule/work plan. This schedule/work plan shall focus on the activities to be completed in the next two week period. This schedule/work plan shall be in greater detail than the overall project schedule. This schedule/work plan shall include, but not be limited to, the contractor's activities that impact the operations and occupants of the State building or facility.

9.1.9 The contractor shall include a copy of the most recent updated project schedule with each progress payment request. Failure to include an updated project schedule with each progress payment request shall be cause for rejection of the progress payment request.

END OF BULLETIN "A"

SBE FORM A - SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

PROJECT #: _____

BID AMOUNT: _____

DATE: _____

NAME OF SMALL BUSINESS ENTERPRISE	ADDRESS/ PHONE #	TYPE OF WORK AND CONTRACT ITEMS OR PARTS THEREOF TO BE PERFORMED	ACTUAL DOLLAR AMOUNT OF SBE CONTRACT WORK	PERCENT OF TOTAL BID AMOUNT	ETHNICITY

_____ SBE LIAISON OFFICER _____
 BIDDER (Print Name)

TELEPHONE NUMBER _____

Attach copies of (SBE) Certification from Division of Minority & Women Business Development

FORM B - CERTIFICATION OF SBE STATUS

PROJECT #: _____

I, _____ OF THE CITY OF

AND THE STATE OF _____, CERTIFY THAT:

I AM _____ OF THE FIRM OF _____, HAVING AN ADDRESS OF _____, WHICH FIRM IS CERTIFIED AS A SBE BY THE NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION.

I FURTHER WARRANT THAT I AM AUTHORIZED BY THE SAID FIRM TO MAKE THIS CERTIFICATION AND WILL PROVIDE INFORMATION REQUESTED BY THE DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION TO DOCUMENT THE FACT THAT THE SAID FIRM IS AN SBE.

(SIGNATURE)