South Brunswick Board of Education
Monmouth Junction, New Jersey 08852

PUBLIC WORKS
Bid Specifications
&
General Requirements

BURGLAR ALARM SYSTEMS MAINTENANCE AND MONITORING

BID NO: 07-21

Wednesday, April 21, 2021
Bid Opening Date

12:00 p.m.
Bid Opening Time

David Pawlowski
School Business Administrator/Board Secretary

SOUTH BRUNSWICK BOARD OF EDUCATION

MONMOUTH JUNCTION, NEW JERSEY 08852

REQUEST FOR BIDS

PUBLIC WORKS

Bid Advertisement

The South Brunswick Board of Education, hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a) (b) for

Bid No. 07-21 **BURGLAR ALARM SYSTEMS MAINTENANCE AND MONITORING**
Time and Materials

All necessary bid specifications and bid forms may be secured upon written request to:

David Pawlowski
School Business Administrator/Board Secretary
South Brunswick Board of Education
PO Box 181
Monmouth Junction, New Jersey 08852
Email: david.pawlowski@sbschools.org

Bids must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/Board Secretary of the South Brunswick Board of Education ***on or before*** date and time indicated below.

The envelope to bear the following information:

Title:	**Burglar Alarm Systems Maintenance and Monitoring**
Bid Number	**07-21**
Name and Address of the Bidder	
Bid Opening Date:	**Wednesday, April 21, 2021**
Bid Opening Time:	**12:00 p.m.**

Location of Bid Opening:
South Brunswick Board of Education
231 Blackhorse Lane
Monmouth Junction, New Jersey, 08852

The bid opening process will begin on the above advertised date and time at the Board Offices, 231 Blackhorse Lane, Monmouth Junction, New Jersey 08852. Bids may also be submitted to the School Business Administrator/Board Secretary or his designee at the bid opening meeting, prior to the advertised date and time.

On the advertised date and time, the School Business Administrator/Board Secretary shall publicly receive and open all bids. ***No bids shall be received after the time designated in the advertisement***. (N.J.S.A. 18A:18A-21(b)).

The Board of Education does not accept electronic (e-mail) submission of bids at this time.

"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 et seq."

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

A bidder on a public works project for a Board of Education where the cost of the work exceeds $20,000.00 must first have been qualified by the Department of the Treasury, Division of Property Management and Construction, pursuant to N.J.S.A. 18A:18A-27 through 33, and shall submit with his bid a Prequalification Affidavit—No Material Adverse Change, a copy of a valid and active NOTICE OF CLASSIFICATION, a certified copy of a Total Amount of Uncompleted Contracts Form and such Affidavit that subsequent to the latest such statement submitted by him, there has been no material adverse change in his qualification information except as set forth in said Affidavit.

Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the South Brunswick Board of Education, for ten percent (10%) of the amount of the total bid, however, not to exceed $20,000.00.

Bidders are required by law to submit a Statement of Ownership Disclosure form statement setting forth the names and addresses of all persons and entities that own ten (10%) percent or more of its stock or interest of any type at all levels of ownership.

The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms, may be cause for disqualification and rejection of the bid.

All contractors named in this proposal, shall possess a valid and current New Jersey Department of Labor and Workforce Development Public Works Contractor's Registration Certificate pursuant to N.J.S.A. 34:11-56.48 et seq., at the time the proposal is received by the Board of Education.

The Board of Education reserves the right to reject any or all bids, pursuant to N.J.S.A. 18A:18A-18, N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a-c), and N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the board.

David Pawlowski
School Business Administrator/Board Secretary
South Brunswick Board of Education

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ETHICS IN PURCHASING

School District Responsibility

Recommendation of Purchases
It is the desire of the Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees who recommend purchases shall not extend any favoritism to any contractor/vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et seq.

Solicitation/Receipt of Gifts – Prohibited
School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from contractors/vendors doing business with the Board of Education or anyone proposing to do business with the Board of Education.

Contractor/Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited
Any contractor/vendor doing business or proposing to do business with the Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Board of Education or to any member of the official's or employee's immediate family.

Contractor/vendor Influence -- Prohibited
No contractor/vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board of Education, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Contractor/Vendor Certification

Contractors/vendors or potential contractors/vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The contractor/vendor participating in this request must be an independent contractor/vendor and not an official or employee of the Board of Education.

SOUTH BRUNSWICK BOARD OF EDUCATION

ADVISORY INFORMATION FOR BIDDERS

1. PROMPTNESS OF BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented in a sealed envelope to the Office of the School Business Administrator/Board Secretary or designee, prior to the advertised bid date and time. The advertised bid date and time for this bid is on **Wednesday, April 21, 2021 @ 12:00 p.m.** No bids shall be received after the time designated in the bid advertisement. No extensions or exceptions will be made. The Business Office is opened Monday through Friday from 8:00 am – 4:00 pm according to the school calendar and 8:00 am – 3:00 pm during the summer. Access to the Business Office may be delayed because of security clearance and/or the slowness of the elevator to the third floor of the Administration Building. Bidders may also submit bids to the School Business Administrator/Board Secretary or his designee at the bid opening meeting, prior to the advertised bid opening date and time. Once again, bids will not be received after the time designated in the advertisement.

2. PARKING

Parking in the vicinity of the Board of Education Administration Building is at a premium. ***Allow enough time to locate a parking space.***

3. MAIL

Mail is brought to the Board Offices in mailbags, approximately 10:00 am each day. The mail is then sorted within the district system, by departments. The Business Office routinely receives its mail at approximately 11:30 a.m.

4. UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type usually begin at 10:00 a.m. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting bids to the Business Office on the top floor because of security clearance and/or the slowness of the elevator to the Third Floor of the Administration Building.

5. HAND DELIVER BIDS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, the Board suggests that bidders arrange to hand deliver their bid to the Office of the School Business Administrator/Board Secretary, and personally turn it in to the Office before the advertised date and time. Please confirm receipt of your bid with Steven Corso – steven.corso@sbschools.org prior to the opening. Please understand that bids arriving after the advertised bid date and time, for any reason, cannot be accepted, opened, or considered.

Submission of Original Bid and One Copy of the Bid

All bids are to be submitted in duplicate; one (1) original; one (1) copy

SOUTH BRUNSWICK BOARD OF EDUCATION

BID CHECKLIST (A)

A. Bid packages must be submitted in duplicate on the proposed forms as provided, and in the manner designated. The Board of Education will accept one original bid package and one copy of the bid package. Please include all items, organized as follows:

Addenda Acknowledgement

Affirmative Action Acknowledgement

Americans with Disabilities Acknowledgement

Assurance of Compliance

Bid Proposal Form

Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check)

Certificate of Authority

Certificate (Consent) from Surety

Chapter 271 Political Contribution Disclosure Form

Contractor Questionnaire / Certification

Contractor's Registration Certification (Public Works)

Contractor Registration Certificate, (Public Works) Submit prior to award of contract

Contractor Trade Licenses

Equipment Certification

Non-Collusion Affidavit

Notice of Classification Form

Prequalification Affidavit—No Material Adverse Change

Prevailing Wages Compliance Certification

Statement of Ownership Disclosure

Subcontractor's Disclosure Statement and all required attachments for subcontractors.

Sworn Contractor Certification; Qualifications and Credentials

Total Amount of Uncompleted Contracts Form – Certified (DPMC Form 701)

Failure to submit the above listed documents with the bid package may be cause for rejection of the entire bid for being non-responsive (N.J.S.A. 18A:18A:2(y)).

SOUTH BRUNSWICK BOARD OF EDUCATION

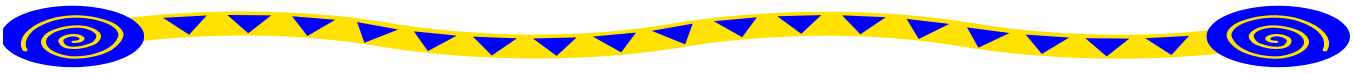
BID CHECKLIST (B)

B. Reminder Checklist

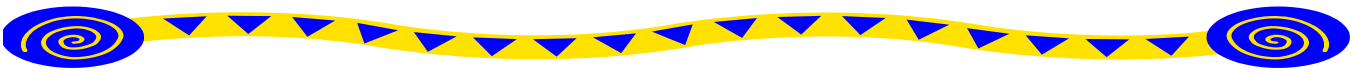
As a courtesy, the Office of the School Business Administrator/Board Secretary has prepared this reminder checklist to items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

Item	Yes	No
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered every question fully and accurately?		
3. Have you signed all your documents (**blue ink**)? No facsimile signature.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the bid package for your records?		
6. Did you make duplicate copies of the bid for the Board of Education?		
7. Did you submit a signed Bid Guarantee? Signed Consent of Surety?		
8. Did you correctly address the envelope?		
9. Have you allowed ample time for the bid to reach the Business Office?		

SOUTH BRUNSWICK BOARD OF EDUCATION



GENERAL SPECIFICATIONS



David Pawlowski
School Business Administrator/Board Secretary

SOUTH BRUNSWICK BOARD OF EDUCATION

Burglar Alarm Systems Maintenance and Monitoring

INSTRUCTIONS TO BIDDERS

1. **BIDS ARE TO BE SUBMITTED TO:** David Pawlowski
School Business Administrator/Board Secretary
South Brunswick Board of Education
Monmouth Junction, New Jersey 08852

Delivery Service:
231 Blackhorse Lane
Monmouth Junction, NJ 08852

By Mail:
PO Box 181
Monmouth Junction, NJ 08852

BY: **12:00 p.m.** PREVAILING TIME ON: **Wednesday, April 21, 2021**

2. **Bid Packages to be submitted in Duplicate**. Bids must be placed in a *sealed* envelope/package marked as shown below on the front of the envelope/package. Bid packages must be submitted **in duplicate** on the proposed bid submittal forms as provided, and in the manner designated. The Board of Education requires one original bid package, one duplicate copy of the bid package. The extra copy is necessary for processing of the bids. Bidders should also keep a complete copy of the bid packet, exactly as submitted. Bids are to be delivered to the Office of the School Business Administrator/Board Secretary of South Brunswick Board of Education ***on or before*** the date and time indicated below. The envelope to bear the following information:

Envelope Label Information:

District: **South Brunswick Board of Education**
Bid Number: **07-21**
Project: **Burglar Alarm Systems Maintenance and Monitoring**

Bid Date: **Wednesday, April 21, 2021**

Bid Time: **12:00 p.m.**
Bidder: *Name of Company*
Address
City, State Zip

Failure to properly label the bid envelope may be cause for the rejection of the bid.

The Board of Education does not accept electronic (e-mail) submission of bids.

3. BID OPENING MEETING

All bids will be publicly received and unsealed by the School Business Administrator/Board Secretary opened at the above address and read beginning at **12:00 p.m.** on **Wednesday, April 21, 2021**. Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete and presented to the School Business Administrator/Board Secretary prior to the advertised bid date and time. No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))

BIDDING REQUIREMENTS

4. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS--EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** upon notification of award by the board of education. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, **Form AA-202** once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the board of education Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

All relevant questions should be related to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring Program—PO Box 206
Trenton, New Jersey 08625-0206
(609) 292-5473

All bidders are required to complete and submit the Affirmative Action Construction Contracts Acknowledgment Form, here within enclosed in the bid package.

5. AMERICAN GOODS

In accordance with N.J.S.A. 18A:18A-20, only manufactured products of the United States, wherever available, and where possible are to be used with this project.

6. AMERICANS WITH DISABILITIES ACT; FACILITIES FOR PERSONS WITH DISABILITIES

The contractor must comply with all provisions of Title II of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121.01 et seq. The Board of Education further recognizes that all specifications for the construction, remodeling or renovation of any public building shall provide facilities for persons with disabilities. Reference—N.J.S.A. 18A:18A-17.

It is further recommended that bidders are required to read the Americans with Disabilities language form that is included in these specifications. The form shall be signed to show agreement with the provisions of Title II of the Act and the provisions are to be made a part of the contract. The signed form shall be submitted with the bid proposal. The contractor is obligated to comply with the Act and to hold the owner harmless.

7. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING—CONTRACTED SERVICE

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide to the contracted service provider a copy of the board's Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

8. ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1

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

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

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

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

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

after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

9. ARCHITECT OR CONSTRUCTION DISPUTES; ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes relating to construction contracts or relating to contracts for engineers or architects, surveyors, design or skilled services relating to construction contracts for prompt payment issues shall be submitted to the following Alternative Dispute Resolution process ("ADR"):

All disputes shall first be submitted to the architect of record, if there is one, for a determination. If thirty (30) days pass without a determination by the architect or a determination is made that does not resolve the dispute, then the claims shall be submitted for non-binding mediation by a single mediator.
The mediation shall be held where the project is located before a mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation the neutral party involved must demonstrate knowledge of the Public School Contracts Law.

Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.
The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process, or to the formation of contracts.

The Bidder further agrees to include a similar provision in all agreements with independent contracts and consultants retained for the project and to require all independent contractors to include similar mediation provisions in all agreements with subcontractors, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. The arbitration of claims is expressly excluded under this Contract.

If the parties cannot resolve their dispute through the mediation process, the parties are free to file an action in the appropriate court of law.

10. BID GUARANTEE AND BONDING REQUIREMENTS

A. Bid Guarantee--N.J.S.A. 18A:18A-24

Bidders shall submit with their bid package a bid guarantee made payable to the SOUTH BRUNSWICK Board of Education ("Board"). The guarantee shall be in the form of a certified check, cashier's check or bid bond in the amount of 10% of the bid, but not in excess of $20,000. Such deposit shall be forfeited upon refusal of a bidder to execute a contract. Any bid in the form of a check shall be returned when the contract is executed and surety (performance) bond filed with the Board of Education.

The bid guarantee checks from unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible, but in no event later than (10) days after the bid opening.

Please note: *Uncertified business checks, personal checks or money orders are not acceptable*.

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond**. Failure to sign the bid bond by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package, shall be deemed cause for disqualification and rejection of the bid.**

The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. 040, Trenton, New Jersey 08625. **Failure to submit a properly executed bid guarantee shall be cause for disqualification and rejection of bid.**

Please note: The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education. The bid guarantee shall include the bid number or solicitation number assigned by the board of education. The board ***will not*** accept a bid with multiple bid numbers listed on the bid bond.

B. Certificate (Consent) of Surety—N.J.S.A. 18A:18A-25

Each bidder must submit with his bid a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A: 18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. All certificate (consent) of surety documents must be signed with original signatures.

The Board will not accept facsimile or rubberstamp signatures. The certificate (consent) of surety, together with a power of attorney must be submitted with the bid. Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds (other than the award of the contract) may be cause for rejection of the bid.

Failure to sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package, shall be deemed cause for disqualification and rejection of the bid.

C. Performance Bond--(N.J.S.A. 2A:44-143/2A:44-147)

The successful contractor shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of his Contract. Such written guarantee shall be made payable to the SOUTH BRUNSWICK Board of Education and shall be in the form required by Statute. Attached to the performance bond shall be a Surety Disclosure Statement and Certification which shall be complete in all respects and duly acknowledged according to law. A model Surety Disclosure Statement and Certification is presented in the Appendix Section of this proposal.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Board shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the contractor, nor partial or entire use of occupancy of the work by the Board shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Board at reasonable times, to determine whether its Principal has performed or

was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Board.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the Board of such default.

The Board shall only accept one payment and performance bond to cover this public works contract. The performance bond shall contain language as found in N.J.S.A. 2A:44-14. The bond form language is presented in the Appendix Section of this proposal.

Such Performance, Payment and Completion Bond shall be executed and delivered to the Board of Education when so requested by the Notice to Proceed Letter or within ten (10) days after the award of contract.

The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey, and if the amount of the bond is $850,000 but not more than $3.5 million, the surety shall hold a current certificate of authority, issued by the United States Secretary of the Treasury pursuant to 31 U.S.C. 9305. (N.J.S.A. 2A:44-143 (b))

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education and must be duly signed with original signatures.

When applicable, for multi-year contracts and for extension of contracts, the Performance Bond may be re-submitted each year on the contract anniversary date for one hundred per cent (100%) of the contract amount.

11. BID PROPOSAL FORM

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries with care.

Business Organization

Each Bid Proposal Form must give the full business address***,*** business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:

• Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

• Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.

• Bids by sole-proprietorship shall be signed by the proprietor.

• When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

The Bid Proposal Form must be duly signed by the authorized representative of the company, at the end of the Bid Proposal Form. **Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid.** If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

The Board of Education will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it may be cause to disqualify that particular bid as non-responsive. (N.J.S.A. 18A:18A-2(y))

The bidder also conveys by submitting a bid that the company he represents is financially solvent, experienced in and competent to perform the type of work so specified.

12. BID PROTESTS AND CONTRACTOR'S RESPONSIBILITY

Vendors or contractors may contact the Purchasing Agent in writing, when they feel it necessary to challenge a procurement specification item or to protest an award of contract. All challenges and protests will be reviewed by the Purchasing Agent, the Director of Buildings and Grounds, and the Board Attorney. All determinations shall be made in writing to the vendor or contractor. The Purchasing Agent pursuant to N.J.S.A. 18A:18A-2 (b) is the School Business Administrator.

A protest filed shall:

- ✓ Include the name, street address, electronic mail address, and telephone and facsimile numbers of the protester;
- ✓ Be signed by the protester or its representative;
- ✓ Identify the bid or solicitation number and date of bid or solicitation;
- ✓ Include a detailed statement of the legal and factual grounds of protest including copies of relevant documents;
- ✓ Set forth all information establishing that the protester is an interested party for the purpose of filing a protest;
- ✓ Set forth all information establishing the timeliness of the protest; and
- ✓ Provide any or all information pertaining to the bid protest.

13. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented to the Board of Education and officially received before the advertised date and time of the bid. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed. Failure to properly label the bid envelope may be cause for the rejection of the bid.

14. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44**)**

Pursuant to N.J.S.A. 52:32-44, the board of education 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 within the Department of the Treasury.

Request of the Board of Education
All bidders or companies providing responses for requested proposals, are **requested** to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of contract will result in the rejection of the proposal.

Subcontractors
Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

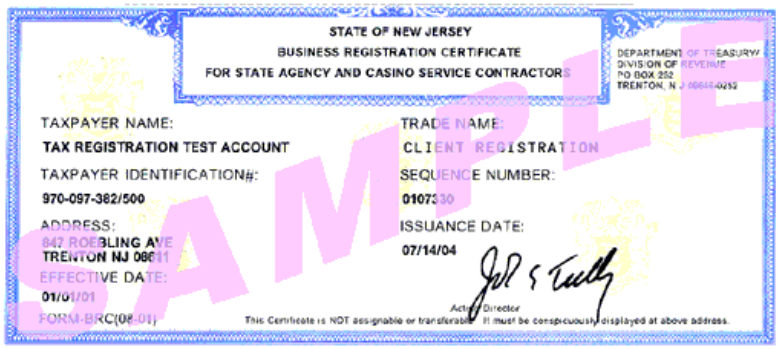
(1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

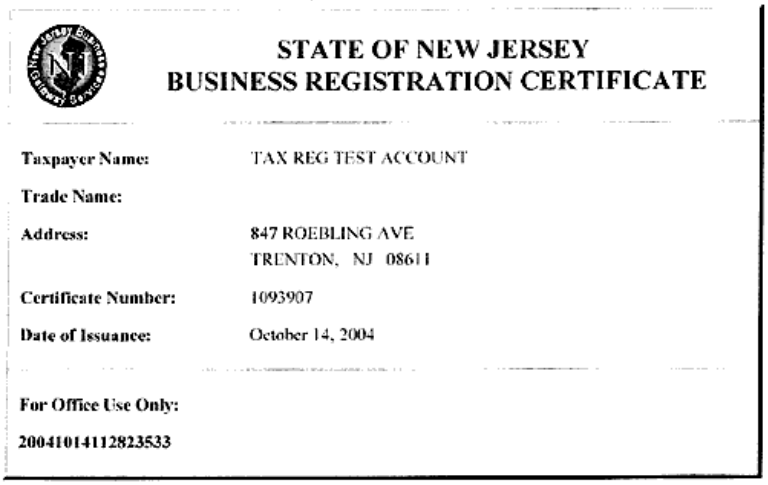
(2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

SAMPLES OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATES

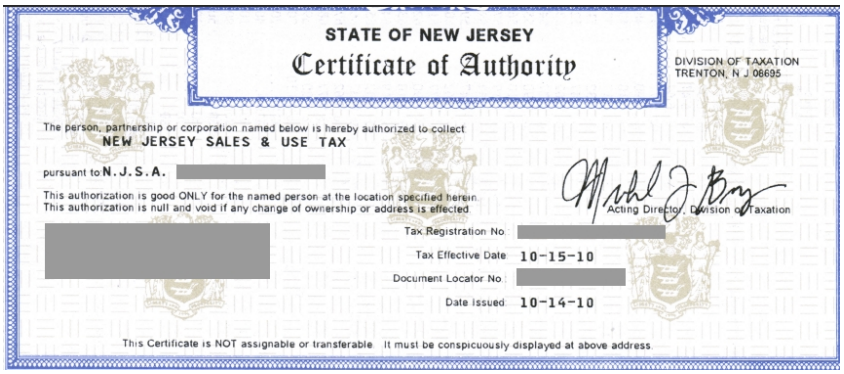




N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.
A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

15. CERTIFICATE OF AUTHORITY
All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

Sample Certificate of Authority



16. CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 18A:18A-15)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the School Business Administrator/Board Secretary no less than three (3) days prior to the opening of bids. Challenges filed after that date shall be considered void and having no impact on the Board of Education or the award of a contract.

17. CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)

Board of Education Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.2)

Change orders may be approved by the Board of Education in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions; or
- Minor modification to the project/scope that achieve cost savings, improve service or resolve construction conditions.

Division of Finance (NJDOE) Approval for Change Orders

All other change orders shall be approved by the Division of Finance (NJDOE) when extraordinary circumstances exist such as:

- Change order amounts greater than twenty percent (20%);
- Change orders that eliminate or affect the project scope; or
- Change orders that affect the number, size, configuration, location or use of educational spaces.

Contractors are prohibited to perform any change order unless so directed in writing by the Board of Education, Office of the School Business Administrator.

18. CONTRACTS

A. Award of Contract; Rejection of Bid

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any or all bids as authorized by the Public School Contracts Law, and to waive any informalities the Board feels are in the best interests of the Board.

Award the Contract or Reject All Bids--Sixty (60) Days

Pursuant to N.J.S.A. 18A:18A- 36 (a), the Board of Education shall award the contract or reject all bids within sixty (60) days of the advertised date and time, except that bids of any bidders who consent thereto may, at the request of the board, be held in consideration for such longer period as may be agreed.

B. Equal Prices

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Board may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered.

C. Return of Contracts and Related Contract Documents

Upon written notification of award of contract by the Board of Education, the contractor shall sign and execute a formal contract agreement between Board of Education and Contractor and return the executed contracts along with:

1. Performance Bond in the total amount of the contract.
2. Insurance Certificate with the Board of Education named as an additional insured.
3. Affirmative Action Form AA-201 - Initial Project Workforce Report - Yellow copy.
4. Other required documents as may be outlined in bid specifications.

The above documents may also be required for submission with the official Notice to Proceed. The contracts and related documents shall be returned to the Office of the School Business Administrator/Board Secretary within **ten (10) days of receipt of notification** and shall not exceed twenty-one (21) days. Failure to execute the contract and return said contract and related required documents within the prescribed time may be cause for the annulment of award by the Board with the bid security becoming property of the Board of Education.

D. Alterations of Contract

The Board of Education reserves the right to alter or amend the contract by adding to or subtracting from the work herein specified, such additions or omissions being done under the general conditions of these specifications and the terms of the Contract. No changes shall be permitted from the specifications except that the same be in writing and the amount of the extra compensation or credit stipulated therein. Refer to Change Order Section.

E. Term of Contract

The contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

F. Purchase Order Required

No contractor shall commence any public works project until he is in receipt of an approved purchase order authorizing work to begin. (See Notice (Authorization) to Proceed)

19. CONTRACTOR'S REGISTRATION EVIDENCE—"Public Works Contractor Registration Act"

A. Valid Certificate – Receipt of Bid

All contractors must adhere to the provisions of the Public Works Contractor Registration Act – N.J.S.A. 34:11-56.48 et seq. The PWCRA requires that "*No contractor shall bid on any contract for public work . . . unless the contractor is registered pursuant to this act."* The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the Board of Education.

B. Submission of Certificate – Receipt of Bid--Requested; Prior to Award--Mandatory

All bidders **are requested** to submit with the bid package a current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Act Certificate that was issued prior to the receipt of the bid.

The contractor who most likely is to be considered for the contract award, must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract**. If the successful contractor fails to provide copies of certificates prior to the award of contract, the bid may be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Website: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

20. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS

Contractors/vendors doing business with the board of education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of **five years** from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

21. CONTRACTOR TRADE LICENSES

All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs

HAS REGISTERED

ABC CONSTRUCTION
123 YOUR BLOCK
ANYTOWN USA

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

11/01/2013 TO 12/31/2014
VALID

1234567890123
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

DIRECTOR

22. CRIMINAL HISTORY BACKGROUND CHECKS--REQUIRED

The contractor and all subcontractors for the project shall provide to the school district (Director of Facilities or School Business Administrator/Board Secretary) evidence or proof that each worker assigned to the project that comes in regular contact with students, has had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker. The determination of "regular contact with students" will be made by the school district. Failure to provide a proof of criminal history background check for any contractor or subcontractor employee coming in regular contact with students may be cause for breach of contract.

If it is discovered during the course of the contract that a contractor or subcontractor employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the project immediately. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

23. DEBARMENT, SUSPENSION, OR DISQUALIFICATION – N.J.S.A. 52:32-44.1 (a), (N.J.A.C. 17:19-1.1 et seq.)

The Board of Education will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred). Pursuant to N.J.S.A. 52:32-44.1 (a), any person that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

All bidders are required to submit a sworn statement indicating whether the entity listed on the bid form or any person employed by this entity, nor the person's affiliates are not debarred from contracting with a federal government agency, nor debarred from contracting with the State of New Jersey. The Board of Education will verify the certification by consulting

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov)

24. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms provided by the Board that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact the School Business Administrator/Board Secretary during regular business hours or the architect of the project as outlined in the bid advertisement for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

25. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the Board shall be signed in ink (blue) with an original signature. Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or rubber stamp signatures.

Checklist of Required Documents (Forms Provided in Bid Package)

	Acknowledgement of Addenda
	Affirmative Action Acknowledgement
	Assurance of Compliance
	Americans with Disabilities Act Acknowledgement
	Bid Proposal Form
	Chapter 271 Political Disclosure Form
	Contractor Questionnaire/Certification
	Contractor's Registration Certification Form
	Equipment Certification
	Iran Disclosure of Investment Activities—Submitted Prior to the Award of Contract
	Non-Collusion Affidavit
	Prequalification Affidavit—No Material Adverse Change
	Prevailing Wages Compliance Certification
	Statement of Ownership Disclosure
	Subcontractor's Disclosure Statement
	Sworn Contractor Certification; Qualifications and Credentials
	Other Documents as May be Specified

Please check your bid package for these forms!

26. EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)

Each bidder shall provide a certification showing that he owns, leases or controls all the necessary equipment required by the specifications. If the bidder is not the actual owner or lessee of any such equipment, he shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system which requires the contractor to have special knowledge or training, or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder's approval from the manufacturer.

27. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a proposal, acknowledges that he or she has carefully examined the bid specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in his bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.

28. FALSE MATERIAL REPRESENTATION/TRUTH IN CONTRACTING

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for $25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds $2,500.00, but is less than $25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for $2,500.00 or less, the offender is guilty of a crime of the fourth degree. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

• N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

• N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

• N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

• Bidder should consult the statutes such as N.J.S.A. 18A:7G-39 or legal counsel for further information.

29. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

30. INSURANCE AND INDEMNIFICATION

The bidder to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed as listed:

Commercial General Liability	$2,000,000. General Aggregate
	$1,000,000. Products
	$1,000,000. Bodily Injury, Property Damage & Personal Injury Combined
	$1,000,000. Each Occurrence
	$ 100,000 Pollution Cleanup
	$ 50,000. Fire Damage
	$ 5,000. Medical Expense
Excess Umbrella Liability	$4,000,000
	$1,000,000 Sexual Harassment
Comprehensive Automobile Liability Coverage	$1,000,000 Combined Single Limit Bodily Injury/Property Damage

(A) Insurance Certificate – When Required

- The contractor shall present to the Board of Education an insurance certificate in the above types and limits before any work or service begins.
- Automobile liability insurance coverage shall be included for any vehicle used by the contractor.
- The certificate holder shall be as follows:

South Brunswick Board of Education
C/o Office of the School Business Administrator/Board Secretary
231 Monmouth Junction
South Brunswick, New Jersey 08852

Additional Insured Clause-- The contractor must include the following clause on the insurance certificate.

"South Brunswick Board of Education is named as an additional insured."

OTHER INSURANCES

WORKERS COMPENSATION Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident	$1,000,000. Each Accident
Bodily Injury by Disease	$1,000,000. Policy Limit
Bodily Injury by Disease	$1,000,000. Each Employee
Contract Liability	Same as General Liability

(B) Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract or the performance of services by the contractor under the agreement or by a party for the whole contract is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

(C) Builders Risk **Not Applicable**

The contractor shall obtain and pay for within their bid, a Builder's Risk Policy providing coverage for all risk of physical loss or damage to the property in an amount equal to the total project value, less excavations and foundations.

The policy must be maintained for the duration of the project from the beginning of construction until:

(i) written acceptance by architect, or substantial completion, and

(ii) a temporary certificate of occupancy or certificate of occupancy has been issued.

A copy of the policy must be delivered to the Board of Education before construction begins. All of the contractor's policies, with the exception of workers' compensation, shall be endorsed naming the Board of Education, its elected and appointed officials, and employees as additional insured. The contractor must also name the State of New Jersey, the NJSDA, the NJDOE, and the architect and staff as additional insured with respect to the work.

31. INTERPRETATIONS AND ADDENDA (N.J.S.A. 18A:18A-21(c) (2))

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the School Business Administrator/Board Secretary or the Architect/Engineer of Record and must be received by same at least ten (10) business days, not including Saturdays, Sundays and holidays, prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of written addenda to the specifications. The addenda will be provided by the board of education in accordance with N.J.S.A. 18A:18A-21(c) (2) to the bidder by certified mail, certified fax or delivery service, no later than seven (7) days, not including Saturdays, Sundays, or holidays prior to the date for acceptance of the bids. All addenda so issued shall become part of the contract document.

32. IRAN DISCLOSURE OF INVESTMENT ACITIVITIES- (N.J.S.A**.** 18A:18A-49.4)

The Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

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

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.
The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal.

The Disclosure of Investment Activities in Iran Form is to be completed, certified and submitted prior to the award of contract.

33. LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the Board of Education, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

34. LIQUIDATED DAMAGES

The contractor agrees to substantially complete this public works project to the complete satisfaction of the Board of Education by the stated contract completion date or within the number of working days so specified in the contract.

Failure to complete the project within the specified time frame or contract completion date shall lead to the Board of Education assessing liquidated damages against the contractor in accordance with and pursuant to N.J.S.A. 18A:18A-41 and 18A:18A-19.

For each calendar day thereafter that the work included under this contract remains uncompleted in accordance with the provision of the contract or not completed to the satisfaction of the Board of Education, the Board shall assess liquidated damages as follows:

Amount of Contract *Range of Amount*	Liquidated Damages
$ 20,000 and less than $ 50,000	$ 200.00 per calendar day
50,001 and less than $ 100,000	300.00 per calendar day
100,001 and less than $ 250,000	500.00 per calendar day
251,001 and less than $ 500,000	1,000.00 per calendar day
500,000 and less than $1,000,000	2,000.00 per calendar day
1,000,000 and over	2,500.00 per calendar day

The Board may assess liquidated damages by deducting the amount from monies which may due or become due to the contract.

The Board may also assess the contractor additional damages for costs the Board may incur because each day the project remains uncompleted. These costs include but are not limited to:

- Construction management fees
- Architect/engineer fees
- District administrative costs
- Any inspector or inspectors necessarily employed by the Board of Education on the work, for any number of days in excess of the number allowed in the specifications

The Board of Education may also assess against all monies owed to the contractor, liquidated damages for the violation of any terms and conditions of the contract or agreement by the contractor or the failure to perform said contract or agreement in accordance with its terms and conditions or the terms or conditions of the "Public School Contracts Law," in accordance with and pursuant to N.J.S.A. 18A:18A-19 and 18A:18A-41.

35. MAINTENANCE BONDS Not Required

When required by the Board of Education, the contractor shall furnish a Maintenance Bond for the total sum of the contract price, indemnifying the Board of Education against defects in construction for a period of two (2) years after the completion of the work, general wear and tear excepted.

The condition of this obligation is such that if the successful contractor shall indemnify and hold harmless the Board of Education from and against all losses, costs, damages and expenses, whatsoever, which the Board may suffer or compelled to pay by reason of the failure of the successful contractor to indemnify the Board against defects in construction for a period of two (2) years after the completion of the work.

36. NON-COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full

knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

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

The Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response.

Failure to submit the Non-Collusion Affidavit with the bid/proposal may be cause for the disqualification of the proposal.

37. NOTICE (AUTHORIZATION) TO PROCEED (N.J.S.A. 18A:18A-36(b))

The contractor shall not perform any work, or provide any services, materials, supplies until a Notice (Authorization) to Proceed is received from the Office of the School Business Administrator/Board Secretary. (N.J.S.A. 18A:18A-36(b)).

The Board of Education only recognizes the receipt by the contractor of an approved signed purchase order as a Notice to Proceed. No word of mouth, phone, fax, e-mail, letter or other form of communication to proceed is a valid Notice to Proceed.

It is the intention of the Board to officially notify the Contractor, to whom the contract was awarded, through a Notice to Proceed letter issued by the School Business Administrator/Board Secretary. A purchase order will accompany the Notice to Proceed letter. The contractor shall submit certain documents to the Board as so requested in the Notice to Proceed letter.

38. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor
- Packing slips
- Invoices

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by State Law*. The Board may, at its discretion make partial payments.

All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

* See N.J.S.A. 18A:18A-40.1--Public Works Contracts

39. PAYMENT, PARTIAL, WITHHOLDING

A. Contract Thresholds; Partial Payments/Withholding

1. Contracts – Less than $100,000 – Lump Sum Payment
   Public works contracts less than $100,000 shall be paid in one lump total sum, upon completion of the project and to the satisfaction of the Board of Education. (Ref. N.J.S.A. 18A:18A-40.1)

2. Contracts – Exceeding $100,000 – Monthly Payments

   Public works contracts that exceed $100,000 shall be paid with partial payments on a monthly basis for work that was completed to the satisfaction of the Board of Education. (Ref. N.J.S.A. 18A:18A-40.1)

3. Withholding of Monies – Percentage to be Withheld

   The Board of Education shall withhold the following percentages of outstanding balances of monies owed to contractors:

Balances Exceeding $500,000	Two (2%) Per Cent
Balances Less than $500,000	Five (5%) Per Cent

   The amounts withheld shall be returned to the contracts upon fulfillment of the terms of the contract. (Ref. N.J.S.A. 18A:18A-40.3)

B. Prompt Payment

The Board of Education will provide payment in accordance with the "Prompt Payment" law as codified in N.J.S.A. 2A:30A-1 et seq. All payments to contractors are subject to approval by the Board of Education at a public meeting.

All bills submitted to the Board for approval and payment pursuant to N.J.S.A. 2A:30A-1 et seq. must comply with the following provisions. The "billing date" shall be the date that the contractor signs the certification on the voucher/purchase order that the work has been performed. These bills include all bills for improvements to real property and contracts for engineers, architects, surveyors, design or skilled services relating to construction work.

Bills that are required to be approved by an engineering or architecture firm (prior to submission to the Board for approval) for purposes of confirmation of successful completion of construction work, shall be approved or disapproved within twenty (20) days of submission of same to the architect or engineer. If bills are disapproved or monies withheld from payment, the notice of the reason for same shall be given within the same twenty (20) days to the contract.

The Board must approve payment of all bills. For the Board to consider a bill for approval it must be submitted to the School Business Administrator/Board Secretary at least two weeks prior to a scheduled/or re-scheduled Board meeting date. If the Board, or any agent or officer of the Board, determines that the bill is not approved then notice of the disapproval shall be sent to the contractor with five (5) days of the Board meeting on which the bill was listed for approval. If the bill is approved by the Board, then payment shall be made to the contractor with seven (7) days of the Board meeting as per the "payment cycle."

Release of Liens

Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the Board of Education a complete Release of all Liens arising out of this Contract and an affidavit that so far as he has knowledge or information, the releases include all labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release in full, furnish a bond satisfactory to the Board of Education, to indemnify him against any liens. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Board of Education all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees

40. PERFORMANCE REVIEW—REPORT BY THE SCHOOL BUSINESS ADMINISTRATOR

Pursuant to N.J.S.A. 18A:18A-15, the School Business Administrator, upon completion of every contract for public work that exceeds $20,000, shall report to the department as to the contractor's performance, and shall also furnish such report from time to time during performance if the contractor is then in default. The board shall use NJDPMC Form 43-A Contractor Evaluation Report as the basis of its report.

41. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005 c.271 s.3) if the business entity receives contracts in excess of $50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

Chapter 271 Political Contribution Disclosure Form

Business entities (excluding those that are not non-profit organizations) receiving contracts in access of $17,500 from a board of education, are subject to the provisions of N.J.S.A. 19:44A-20.26. The law and rule provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed Chapter 271 Political Contribution Disclosure form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)
"No board of education will vote upon or award any contract in the amount of $17,500 or greater to any business entity which has made a contribution reportable by the recipient under N.J.S.A. 19:44A-1 et seq. to a member of the board of education during the preceding one year period.

Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)
"Contributions reportable by the recipient under P.L. 1973, c.83 N.J.S.A. 19:44A-1 et seq. to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in (a) (2) above is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a)
Pursuant to N.J.S.A. 19:44A-20.26 (a), all business entities **shall submit with their bid/proposal package** a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract. It is noted that the disclosure requirements set forth in Section 2 of P.L. 2005 c. 271 (N.J.S.A. 19:44A-20.26) also shall apply when the contract is required by law to be publicly advertised for bids.

42. PRE-BID MEETING: ATTENDANCE STRONGLY ENCOURAGED! – NOT APPLICABLE

The pre-bid meeting is an important part of the bidding process. It permits all bidders to have an equal understanding of the procurement/contracting requirements and of the scope of work involved. Although pre-bid meetings are not mandatory, all potential bidders are strongly encouraged to attend. **Please review the General Specifications for a pre-bid meeting announcement**. Any or all changes to the bid specifications discussed as a result of the pre-bid meeting will be formalized in the form of an written addenda to the specifications and distributed in accordance with N.J.S.A. 18A:18A-21(c) (2).

It is anticipated that the pre-bid meeting (if any) scheduled for this project will have an agenda format such as:

A. Registration Period
At this time all attendees will be asked to register to attend this meeting. Proper photo identification is required. Plans and specifications may be available for purchase from the Architect/Engineer of Record. Attendance will be recorded.

B. Review of Procurement/Contracting Requirements—School Business Administrator
The School Business Administrator will review the major components of the procurement and contracting requirements of the bid.

C. Scope of Work and Scheduled Completion Time—Architect/Engineer
The Architect/Engineer of Record, in conjunction with the Director of Facilities (Buildings and Grounds) and the School Business Administrator will review the scope of the work that is requested and completion time requirements (Number of Working Days). A review of the plans and any drawings may take place.

D. Walkthrough of Facility/Site
The Architect/Engineer, in conjunction with the Director of Facilities and/or the School Business Administrator, may conduct a facility site walkthrough with all interested parties.

E. Questions; Clarifications—Official Addenda Process
Potential bidders are permitted to ask questions during the process. Questions of substantial measure or questions that require clarification of work to be completed may be answered at the meeting, however, the Architect/Engineer shall answer all such questions in writing in the form of an official addenda.

Any and all answers to questions, interpretations or any supplemental instructions will be distributed in the form of a written official addenda to the specifications.

The official addenda will be provided by the School Business Administrator's Office of the Board of Education in accordance with N.J.S.A. 18A:18A-21(c) (2) to the bidder by certified mail, certified fax or delivery service, no later than seven (7) days, not including Saturdays, Sundays, or holidays prior to the date for acceptance of the bids. All addenda so issued shall become part of the bid and contract document.

43. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

http://nj.gov/education/educators/crimhist/preemployment/

44. PRE-QUALIFICATION OF BIDDERS

A. **DPMC Prequalification--**Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all bidders on any contract for public work(s) which the entire cost of the contract exceeds $20,000.00, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, (DPMC) as to character and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Board if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:76-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefor NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2.

B. **Prequalification Affidavit—No Material Adverse Change**
Every pre-qualified bidder shall submit with his proposal, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification**. Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements**. (N.J.S.A. 18A:18A-32)

C. All bidders shall furnish satisfactory evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. Subcontractor listing and bidder's personnel and experience sheet shall be submitted to the Board as part of the bidding documents. Where the bidder intends to subcontract any portion of the project, the cost of which will exceed $20,000.00, the sub-contractor shall be pre-qualified to perform the work and the bidder shall submit the requisite documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The Board may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform the work. The bidder shall furnish the Board with the information and data for this purpose upon request. The Board reserves the right to reject any bid if the information fails to establish to the Board's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

D. **Notice Of Classification** (For Contracts Exceeding $20,000) N.J.S.A. 18A:18A-26 et seq., N.J.S.A. 52:35-1 et seq.
Each bidder shall submit with his/her bid a copy of a valid and active Notice of Classification letter issued by the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. **Any bid submitted to a school board under the terms of New Jersey Statutes not including a copy of a valid and active classification letter shall be rejected as being non-responsive to bid requirements.**

"The Board of Education, through its authorized agent, shall upon completion of the contract report to the State agency listed on the pre-qualification/classification letter as to the contractor's performance and shall furnish such report from time to time during performance if the contractor is then in default".

E. **Uncompleted Contracts** (For Contracts Exceeding $20,000)--N.J.A.C. 17:19-2.13 (a)
The Board also requires that each bidder submit with his bid a certified Total Amount of Uncompleted Contracts form as prescribed by code. (Form DPMC 701). **Failure to submit this document will result in the rejection of the bid as being non-responsive.**

45. PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS

The State of New Jersey Prevailing Wage Act, with applicable statewide wage rates and for the wage rates for the county of the location of the school district, as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56.27 et seq., may be included in these bid contract documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at http://lwd.dol.state.nj.us/ the Prevailing Wages Determination Section.

- **Compliance with New Jersey Prevailing Wage Act**

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

- **Certified Payrolls**

Every contractor agrees to submit to the Board of Education a certified payroll for each payroll period within ten (10) days of the payment of wages. The contractor further agrees that no payments will be made to the Contractor by the Board of Education, if certified payrolls are not received by the board. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

- **Submission of Affidavit**

Before final payment, the contractor shall furnish the Board of Education with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

- **Posting of Prevailing Wages**

The contractor and subcontractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the Site of the work and in such place or places as used to pay workmen their wages. Ref. 18A:7G-23 and N.J.S.A. 34:11-56.32.

- **Prevailing Wages Certification—Submission with Bid**

The bidder shall submit a Prevailing Wages Certification with its bid package.

- **Non-compliance Statement**

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such

contract, the Board of Education, may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

46. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Board of Education may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid and shall furnish all information to the Board as the Board may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

All bidders are reminded that bids may be rejected as not being responsive pursuant to N.J.S.A. 18A:18A-2(y) and therefore bidders are asked to complete the Questionnaire and to provide any supporting documentation with the bid package.

47. RESIDENT CITIZENS; PREFERRED IN EMPLOYMENT ON PUBLIC WORKS CONTRACTS

All bidders are to familiarize themselves with N.J.S.A. 34:9-2, which requires the contractor of any public work project to give preference in employment on the project, to citizens of the state of New Jersey, who have resided and maintained domiciles within the state for a period of not less than one year immediately prior to such employment. Persons other than citizens of the state may be employed when such citizens are not available.

48. RENEWAL OF CONTRACT; AVAILABILITY AND APPROPRIATION OF FUNDS

The Board of Education may, at its discretion, request that a contract that is subject to renewal, be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary, may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. The Board of Education is the final authority in awarding renewals of contracts. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

49. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health
Right to Know Unit
Environmental & Occupational Health Assessment Program
CN 368
Trenton, New Jersey 08625-0368
rtk@doh.nj.gov

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at owner facilities by subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels.

50. <u>STATEMENT OF OWNERSHIP</u> (N.J.S.A. 52:25-24.2)

Statement of Ownership

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten (10%) percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations**. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

51. <u>SUBCONTRACTING:</u> Subcontractor Disclosure Statement

Pursuant to N.J.S.A. 18A:18A-18 (b) any bidder who bids for the overall contract and who will subcontract the following work:

- Plumbing and gas fitting work;
- Refrigeration, heating and ventilating systems and equipment;
- Electrical work, tele-data, fire alarm or security systems; and
- Structural steel and ornamental iron work;

The bidder shall identify the subcontractor that will be used on the form provided by the school district.

<u>Qualified Subcontractors</u>

If the cost of the work done by the subcontractors exceeds $20,000.00, then said contractor shall be qualified in accordance with Article 6 N.J.S.A. 18A:18A-26 et seq. For those subcontractors in the four branches listed above, the bidder shall supply proof that the subcontractor is qualified by submitting with the bid the subcontractor's:

- Notice of Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)

For all other subcontractors who will perform work valued in excess of $20,000.00, the bidder shall submit the evidence of the subcontractor's qualifications listed above within ten (10) days of receipt of notice of the award of contract.

NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:76-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Documents to be Submitted: All Subcontractors

The prime contractor (bidders) who will be using a subcontractor on any part of this bid, shall identify the subcontractor(s) on the appropriate form and submit with the bid package the following subcontractor documents at the time indicated in the box entitled Subcontractor Document Submissions.

SUBCONTRACTOR DOCUMENT SUBMISSIONS		
Estimated Value of Contract – Subcontractor	For Subcontractors in the four major branches listed above: *Submit With Bid*	For all other Subcontractors: *Submit Within ten (10 Days of Receipt of Notice of Award*
$2,000 through $6,599	Contractor's Registration Certificate (Public Works) Certificate of Authority	
$6,600 through $17,499	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority	
$17,500 through $19,999	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority	
$20,000 or more	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority Notice of Classification Total Amount of Uncompleted Contracts – Certified	

Failure to identify in the Subcontractor's Disclosure Statement the names and addresses of any or all subcontractors required to be named in the bid, or to submit with the bid the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive. Contractors are reminded that the subcontractors listed on the forms provided by the school district may not be changed later, except in the case of failure in performance or other contract breach where a change is needed to protect the school district.

52. SUBCONTRACTING: PROHIBITIONS: HOLD HARMLESS

Prime contractors, with whom the Board of Education have an executed contract, may not subcontract any part of any work done for the Board without first receiving written approval from the Board. Contractors seeking to use subcontractors must first complete the Request to Sub Contract Form as provided by the Building Services Department.

Subcontractors Prohibited to Sub Contract

It is the responsibility of the prime contractor to ensure that no subcontractor who has received written permission to do work for the Board, subcontracts any of its/their work without first receiving written approval from the prime contractor **and** the Director of Buildings and Grounds or his designee.

The prime contractor assumes all responsibility for work performed by subcontractors. The prime contractor must also provide to the Board Business Office the following documents secured from all approved subcontractors:

- Insurance Certificate as outlined in the bid specifications;
- Affirmative Action Evidence as outlined in the bid specifications;
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law;
- Evidence of Performance Security;
- Documents listed in the Subcontractor Document Submissions list.

In cases of subcontracting, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

Penalties – Unauthorized Subcontractors

The Board of Education shall deduct the amount of $1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission from the Building Services Department.

53. SWORN CONTRACTOR CERTIFICATION—(Bidder's Certification)

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials**. Failure to complete, sign and submit the certification may lead to the bid being rejected.**

54. TAXES; Contractor's Use of Board's Tax Identification Number—Prohibited

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Board of Education. Contractors may not use the Board's tax identification number to purchase supplies, materials, service or equipment, for this project.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to New Jersey Division of Taxation–Tax Bulletin S&U-3 and in particular, Contractor's Exempt Purchase Certificate **(Form ST-13**). Again, contractors are not permitted to use the Board's tax identification number to purchase supplies, materials, services of equipment.

55. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources. The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

56. WITHDRAWAL OF BIDS

Before The Bid Opening

The School Business Administrator/Board Secretary may consider a written request from a bidder to withdraw a bid if the written request is received by the School Business Administrator/Board Secretary before the advertised time of the bid opening. Any bidder who has been granted permission by the School Business Administrator/Board Secretary to have his/her bid withdrawn cannot re-submit a bid for the same advertised bid project. That bidder shall also be disqualified from future bidding on the same project if the project is re-bid.

After The Bid Opening

The Board of Education may consider a written request from a bidder to withdraw a bid, if the written request is received by the School Business Administrator/Board Secretary within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a bid must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both. The request to withdraw a bid after the bid opening may be reviewed by the School Business Administrator/Board Secretary, the Director of Facilities, other interested administrators; and the Architect/Engineer of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.

BID DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the bid package – Failure to submit the bid documents and other documents so specified may be cause to reject the bid for being non-responsive (N.J.S.A. 18A:18A-2(y)).

David Pawlowski
School Business Administrator/Board Secretary

To be completed, signed and returned with Bid

ACKNOWLEDGEMENT OF ADDENDUM

Burglar Alarm Systems Maintenance and Monitoring

Bid No. **07-21** Bid Date **Wednesday, April 21, 2021**

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.	ISSUING DATES
_____	_____
_____	_____
_____	_____
_____	_____

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

AFFIRMATIVE ACTION—Construction Contracts--Acknowledgement

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, Form AA-201 upon notification of award by the board of education. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the board of education Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

Vendor/Contractor Guidelines for Awarded Public Contracts

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link:

https://www.state.nj.us/treasury/contract_compliance/pdf/vc.pdf

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

To be completed, signed and returned with Bid

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands it obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education, Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

http://nj.gov/education/educators/crimhist/preemployment/

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

To be completed, signed and returned with Bid

South Brunswick Board of Education

Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (**Business Entity**) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ **Title** _____

Business Entity_____

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.

P.L. 2005, c.271
(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-l et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-l et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:
"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:
"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.
* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A.19:44A-20.26.

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44-20.26

County Name: Middlesex
State: Governor, and Legislative Leadership Committees
Legislative District #s: 13, 14, 17, 18, 19, 22
State Senator and two members of the General Assembly per district.
County: Freeholders County Clerk Sheriff Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Carteret Borough
Cranbury Township
Dunellen Borough
East Brunswick Township
Edison Township
Helmetta Borough
Highland Park Borough
Jamesburg Borough
Metuchen Borough
Middlesex Borough
Milltown Borough
Monroe Township
New Brunswick City
North Brunswick Township
Old Bridge Township
Perth Amboy City
Piscataway Township
Plainsboro Township
Sayreville Borough
South Amboy City
South Brunswick Township
South Plainfield Borough
South River Borough
Spotswood Borough
Woodbridge Township

Boards of Education (Members of the Board):

Carteret Borough
Cranbury Township
Dunellen Borough
East Brunswick Township
Edison Township
Helmetta Borough
Highland Park Borough
Jamesburg Borough
Metuchen Borough
Middlesex Borough
Milltown Borough
Monroe Township
North Brunswick Township
Old Bridge Township
Perth Amboy City
Piscataway Township
Sayreville Borough
South Amboy City
South Brunswick Township
South Plainfield Borough
South River Borough
Spotswood Borough
West Windsor-Plainsboro Regional
Woodbridge Township

Fire Districts (Board of Fire Commissioners):

East Brunswick Township Fire District No. 1
East Brunswick Township Fire District No. 2
East Brunswick Township Fire District No. 3
Jamesburg Borough Fire District No. 1
Monroe Township Fire District No. 1
Monroe Township Fire District No. 2
Monroe Township Fire District No. 3
Old Bridge Township Fire District No. 1
Old Bridge Township Fire District No. 2
Old Bridge Township Fire District No. 3
Old Bridge Township Fire District No. 4
Piscataway Township Fire District No. 1
Piscataway Township Fire District No. 2
Piscataway Township Fire District No. 3
Piscataway Township Fire District No. 4
Plainsboro Township Fire District No. 1
South Brunswick Township Fire District No 1
South Brunswick Township Fire District No. 2
South Brunswick Township Fire District No. 3
Woodbridge Township Fire District No. 1
Woodbridge Township Fire District No. 2
Woodbridge Township Fire District No. 4
Woodbridge Township Fire District No. 5
Woodbridge Township Fire District No. 7
Woodbridge Township Fire District No. 8
Woodbridge Township Fire District No. 9
Woodbridge Township Fire District No. 10
Woodbridge Township Fire District No. 11
Woodbridge Township Fire District No. 12

To be completed, signed and returned with Bid

South Brunswick Board of Education

CONTRACTOR QUESTIONNAIRE/CERTIFICATION

Burglar Alarm Systems Maintenance and Monitoring

Bid No. **07-21** Bid Date **Wednesday, April 21, 2021**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip _____

Business Phone Number ( )_____ Extension _____

Emergency Phone Number ( )_____

FAX NO. ( )_____ E-Mail _____

FEIN No. _____

Questionnaire

1. How many years have you been engaged in the contracting business under your present firm or trading name?

   _____ Years

2. Have you ever failed to complete any work awarded to your company?

   ☐ Yes ☐ No

   If yes, explain _____

   _____

3. Have you ever defaulted on a contract?

   ☐ Yes ☐ No

   If yes, explain _____

   _____

4. Have you or other principals of your company been debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in any public works projects by any federal, state, or local agencies, including any **"prior negative experience** " disqualification pursuant to N.J.S.A. 18A:18A-4 (b) (c)?

   ☐ Yes ☐ No

   If yes, explain _____

   _____

(Form continued on next page)

Burglar Alarm Systems Maintenance and Monitoring

Bid No. **07-21** Bid Date **Wednesday, April 21, 2021**

_____
Name of Company

Experience – Educational Facilities:
The Board of Education requires evidence from all bidders that they have completed work or projects of a similar nature as outlined in the bid package. Bidders are to provide evidence of satisfactory completion of work of similar nature as outlined in the bid from _____ (___) public school districts in New Jersey within the past _____ (____) years. Bidders are to complete the section on experience and provide supporting documentation with the bid package.

A. Title of Work/Project: _____
Name of School District: _____
Name of School Official: _____ Title _____
Phone Number _____ E-Mail _____
Date(s) of Project: _____

B. Title of Work/Project: _____
Name of School District: _____
Name of School Official: _____ Title _____
Phone Number _____ E-Mail _____
Date(s) of Project: _____

C. Title of Work/Project: _____
Name of School District: _____
Name of School Official: _____ Title _____
Phone Number _____ E-Mail _____
Date(s) of Project: _____

References

Architects--List names of architects that you have worked with on projects within the last five (5) years.

	Firm	Principal	Phone Number
1.			
2.			
3.			

(Form continued on next page)

Return With Bid

Burglar Alarm Systems Maintenance and Monitoring

Bid No. **07-21** Bid Date **Wednesday, April 21, 2021**

_____
Name of Company

Bank--List name of principal bank with which your company does business.

Bank	Officer	Phone Number

Trade--List names of companies within your trade with which your company does business:

	Firm	Principal	Phone Number
1.			
2.			
3.			

(Form continued on next page)

To be completed, signed and returned with Bid

Contractor Questionnaire/Certification--page 4

Burglar Alarm Systems Maintenance and Monitoring

Bid No. **07-21** Bid Date **Wednesday, April 21, 2021**

_____

Name of Company

Certifications

- **Debarment**
  I certify that the entity listed on the form or any person employed by this entity, nor the person's affiliates are not debarred from contracting with a federal government agency, nor debarred from contracting with the State of New Jersey. The Board of Education will verify the certification by consulting

  - New Jersey Department of Treasury – Consolidated Debarment Report
  - NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
  - Federal Debarred Vendor List—System for Award Management (SAM.gov)

- **Direct/Indirect Interests**
  I declare and certify that no member of the SOUTH BRUNSWICK Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

- **Gifts; Gratuities; Compensation**
  I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Board of Education.

- **Vendor Contributions**
  I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3 (a) (1-4) concerning vendor contributions to school board members.

- **False Material Representation/Truth in Contracting**
  I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract. I further acknowledge my understanding of the New Jersey Truth in Contacting Laws.

_____

President or Authorized Agent

_____

Signature

To be completed, signed and returned with Bid

CONTRACTOR REGISTRATION CERTIFICATION
Public Works

Burglar Alarm Systems Maintenance and Monitoring

Bid No. **07-21** Bid Date **Wednesday, April 21, 2021**

It is the determination of the Board of Education that this is a public works project which contract amount in total will exceed $2,000.00 (two thousand dollars), therefore, pursuant to the Public Works Contractor Registration Act -- N.J.S.A. 34:11-56.48 et seq., contractors are to be aware of the following:

No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to N.J.S.A.34:11-56.48 et seq., at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

I certify that our company understands that the project of the Board of Education requires that all contractors and subcontractors listed in this proposal possess a valid Contractor Registration Certificate at the time the proposal is received by the Board and furthermore certify that I will provide copies of the valid certificates prior to the award of contract.

Name of Company_____

Authorized Agent_____ Title_____

Authorized Signature_____

To be completed, signed and returned with Bid

EQUIPMENT CERTIFICATION

Burglar Alarm Systems Maintenance and Monitoring

Bid No. **07-21** Bid Date: **Wednesday, April 21, 2021**

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) _____ *(Name of Company)* owns all the necessary equipment as required by the specifications and to complete the specified public work project.

or

B) _____ *(Name of Company)* leases or controls all the necessary equipment as required by the specifications and to complete the specified public work project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with the bid**

1. A certificate stating the source from which the equipment will be obtained and
2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company_____

Authorized Agent_____ Title_____

Authorized Signature_____

SOUTH BRUNSWICK BOARD OF EDUCATION

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION/PROPOSAL TITLE _____

VENDOR/BIDDER NAME _____

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

CHECK THE APPROPRIATE BOX

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

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

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

_____ _____

Signature **Date**

_____

Print Name and Title

Version REV. 2.1 2021

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

To be completed, signed and returned with Bid

NON-COLLUSION AFFIDAVIT

Burglar Alarm Systems Maintenance and Monitoring

Re: Bid Proposal for the SOUTH BRUNSWICK Board of Education. Bid No. **07-21**

STATE OF _____ Bid Date: **Wednesday, April 21, 2021**

COUNTY OF _____

I, _____ of the City of _____

in the County of _____ and the State of _____

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

I am_____(Position in Company)

of the firm of _____ and the bidder making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidder, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

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

_____

(Print Name of Contractor)

Subscribed and sworn to: _____

(**SIGNATURE OF CONTRACTOR**)

before me this _____ day of _____, _____.
Month Year

_____ _____

NOTARY PUBLIC SIGNATURE **Print Name of Notary Public**

My commission expires _____ _____, _____. **- Seal -**
Month Day Year

To be completed, signed and returned with Bid

PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE

The below affidavit must be submitted with your bid for projects over $20,000.00 pursuant to N.J.S.A. 18A:18A-32:

I, _____ of the City of _____

in the County of _____ and the State of _____

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

No Material Adverse Change in Qualification

I am_____ (*Position in Company*), and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification (DPMC 27)

_____ *(*Name of Company) is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq. This Classification became effective _____ *(*Date)

Type of Contract/Trade Classified: _____

_____

Classification Approved Amount $ _____

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is $_____ as of _____ (Date).

A copy of the company's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

NJSDA Prequalification

The _____ (Name of Company), pursuant to N.J.S.A.18A:7G-33, is prequalified with the NJSDA on contracts for "school facilities" projects as defined by code. NJSDA prequalification is not a requirement for maintenance projects.

_____ _____

Signature of Authorized Representative Date

Sworn and subscribed to before me this _____ day of _____ in the Year _____.

_____ _____ Notary Public of _____

Signature of Notary Print Name of Notary

My Commission Expires:_____ _____ _____ -SEAL-

Month Day Year

To be completed, signed and returned with Bid

PREVAILING WAGES COMPLIANCE CERTIFICATION

Burglar Alarm Systems Maintenance and Monitoring

It is the determination of the Board of Education that this is a public works project that in total will exceed $2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

Certification

1. I certify that our company understands that this project of the Board of Education requires prevailing wages to be paid in full accordance with the law.

2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Board of Education, may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the 18 within the last five (5) years?

* Yes _____ No _____

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the person named below who is coordinating the activities for the project:

_____

Todd Amiet
Director of Buildings and Grounds
South Brunswick Board of Education

Name of Company_____

Authorized Agent_____

Authorized Signature_____

To be completed, signed and returned with Bid/Proposal

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II Check the appropriate box

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

OR

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

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

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

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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

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

Part IV Certification

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

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

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

To be completed, signed and returned with Bid

SUBCONTRACTOR'S DISCLOSURE FORM

Burglar Alarm Systems Maintenance and Monitoring

Bid No. **07-21** Bid Date **Wednesday, April 21, 2021**

The _____ *(Name of Bidding Company)*

Please Check One! _____ will sub-contract a portion of this project.
_____ will not sub-contract any portion of this project.

Authorized Agent _____ **Title** _____

Signature of Bidder _____ **Date** _____

If the bidder is not going to subcontract any portion of this project, the bidder need not complete any further part of this document. If the bidder will subcontract any of the following:

- Plumbing/gas fitting work;
- Refrigeration/heating/ventilating systems & equipment
- Electrical work, tele-data, fire alarm or security systems
- Structural steel/ornamental iron work

the bidder must do the following:

- Identify the contract number and type of work he intends to subcontract;
- Provide the name, address and other pertinent information about the subcontractor;*
- If the cost of the work by the subcontractor shall exceed the amounts listed below, the bidder shall provide in the bid package submission the following documents:

SUBCONTRACTOR DOCUMENT SUBMISSIONS		
Estimated Value of Contract – Subcontractor	*For Subcontractors in the four major branches listed above*	*For all other Subcontractors*
	Submit With Bid	**Submit Within ten (10 Days of Receipt of Notice of Award**
$2,000 through $6,599	Contractor's Registration Certificate (Public Works) Certificate of Authority	
$6,600 through $17,499	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority	
$17,500 through $19,999	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority	
$20,000 or more	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority Notice of Classification Total Amount of Uncompleted Contracts -- Certified	

Please list subcontractor(s) on the following pages. Bidders may make extra copies of the following pages.
** Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

(Form continued on next page)

Subcontractor's Disclosure Statement (Continued) ***Return With Bid***

Burglar Alarm Systems Maintenance and Monitoring

Bid No. **07-21** Bid Date **Wednesday, April 21, 2021**

1. Sub-Contractor for PLUMBING AND GAS FITTING WORK

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No:_____

Authorized Agent _____ Title _____

Will the cost of sub-contract exceed $20,000.00?

_____ Yes Estimated Value of Contract $ _____

_____ No Estimated Value of Contract $ _____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and

SUBCONTRACTOR DOCUMENT SUBMISSIONS		
Estimated Value of Contract – Subcontractor	*For Subcontractors in the four major branches listed above*	*For all other Subcontractors*
	Submit With Bid	**Submit Within ten (10 Days of Receipt of Notice of Award**
$2,000 through $6,599	Contractor's Registration Certificate (Public Works) Certificate of Authority	
$6,600 through $17,499	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority	
$17,500 through $19,999	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority	
$20,000 or more	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority Notice of Classification Total Amount of Uncompleted Contracts -- Certified	

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____

Authorized Agent (Print) -- Bidder ***Signature of Authorized Agent—Bidder***

(Form continued on next page)

Subcontractor's Disclosure Statement (Continued) ***Return With Bid***

Burglar Alarm Systems Maintenance and Monitoring

Bid No. **07-21** Bid Date **Wednesday, April 21, 2021**

2. Sub-Contractor for REFRIGERATION, HEATING & VENTILATING SYSTEMS AND EQUIPMENT

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No:_____

Authorized Agent _____ Title _____

Will the cost of sub-contract exceed $20,000.00?

_____ Yes Estimated Value of Contract $ _____

_____ No Estimated Value of Contract $ _____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts;

SUBCONTRACTOR DOCUMENT SUBMISSIONS		
Estimated Value of Contract – Subcontractor	*For Subcontractors in the four major branches listed above*	*For all other Subcontractors*
	Submit With Bid	**Submit Within ten (10 Days of Receipt of Notice of Award**
$2,000 through $6,599	Contractor's Registration Certificate (Public Works) Certificate of Authority	
$6,600 through $17,499	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority	
$17,500 through $19,999	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority	
$20,000 or more	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority Notice of Classification Total Amount of Uncompleted Contracts -- Certified	

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____

Authorized Agent (Print) -- Bidder ***Signature of Authorized Agent—Bidder***

(form continued on next page)

Subcontractor's Disclosure Statement (Continued) ***Return With Bid***

Burglar Alarm Systems Maintenance and Monitoring

Bid No. **07-21** Bid Date **Wednesday, April 21, 2021**

3. Sub-Contractor for ELECTRICAL WORK; TELE-DATA, FIRE ALARM OR SECURITY SYSTEMS

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No:_____

Authorized Agent _____ Title _____

Will the cost of sub-contract exceed $20,000.00?

_____ Yes Estimated Value of Contract $ _____

_____ No Estimated Value of Contract $ _____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts;

SUBCONTRACTOR DOCUMENT SUBMISSIONS		
Estimated Value of Contract – Subcontractor	*For Subcontractors in the four major branches listed above*	*For all other Subcontractors*
	Submit With Bid	**Submit Within ten (10 Days of Receipt of Notice of Award**
$2,000 through $6,599	Contractor's Registration Certificate (Public Works) Certificate of Authority	
$6,600 through $17,499	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority	
$17,500 through $19,999	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority	
$20,000 or more	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority Chapter 271 Political Contribution Disclosure Form Notice of Classification	

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____

Authorized Agent (Print) -- Bidder ***Signature of Authorized Agent—Bidde***

(form continued on next page)

Subcontractor's Disclosure Statement (Continued) ***Return With Bid***

Burglar Alarm Systems Maintenance and Monitoring

Bid No. **07-21** Bid Date **Wednesday, April 21, 2021**

4. Sub-Contractor for STRUCTURAL STEEL & IRON WORK

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No:_____

Authorized Agent _____ Title _____

Will the cost of sub-contract exceed $20,000.00?

_____ Yes Estimated Value of Contract $ _____

_____ No Estimated Value of Contract $ _____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts;

SUBCONTRACTOR DOCUMENT SUBMISSIONS		
Estimated Value of Contract – Subcontractor	*For Subcontractors in the four major branches listed above*	*For all other Subcontractors*
	Submit With Bid	**Submit Within ten (10 Days of Receipt of Notice of Award**
$2,000 through $6,599	Contractor's Registration Certificate (Public Works) Certificate of Authority	
$6,600 through $17,499	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority	
$17,500 through $19,999	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority	
$20,000 or more	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority Chapter 271 Political Contribution Disclosure Form Notice of Classification	

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____

Authorized Agent (Print) -- Bidder ***Signature of Authorized Agent—Bidder***

(form continued on next page)

To be completed, signed and returned with Bid

(IF APPLICABLE) Subcontractor's Disclosure Statement--Other Trades

Burglar Alarm Systems Maintenance and Monitoring

Bid No. **01-21** Bid Date **Wednesday, April 21, 2021**

5. **Name of Trade/Type of Work** _____

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No:_____

Authorized Agent _____ Title _____

Will the cost of sub-contract exceed $20,000.00?

_____ Yes Estimated Value of Contract $ _____

_____ No Estimated Value of Contract $ _____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and

SUBCONTRACTOR DOCUMENT SUBMISSIONS		
Estimated Value of Contract – Subcontractor	*For Subcontractors in the four major branches listed above*	*For all other Subcontractors*
	Submit With Bid	**Submit Within ten (10 Days of Receipt of Notice of Award**
$2,000 through $6,599	Contractor's Registration Certificate (Public Works) Certificate of Authority	
$6,600 through $17,499	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority	
$17,500 through $19,999	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority	
$20,000 or more	Contractor's Registration Certificate (Public Works) New Jersey Business Registration Certificate Certificate of Authority Notice of Classification Total Amount of Uncompleted Contracts -- Certified	

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____

Authorized Agent (Print) -- Bidder ***Signature of Authorized Agent—Bidder***

To be completed, signed and returned with Bid

Sworn Contractor Certification; Qualifications and Credentials (Bidder's Certification)

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I, _____, the principal owner or officer of the company certify that the forging statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;

2. A current, valid Certificate of Authority to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;

3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;

4. During the term of the school facilities project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and an appropriate safety and health plan.

5. Certify that, at the time of bidding, the amount of the bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

Name of Company_____

Name of Owner or Officer_____

Signature of Owner or Officer_____

Notarized before me this _____ day of _____, _____
Month Year

_____ _____
NOTARY PUBLIC SIGNATURE **Print Name of Notary Public**

My commission expires _____ _____, _____.
Month Day Year

-SEAL-

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act")
(42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Name of Company_____

Authorized Agent_____

Title or Position _____

Signature_____ Date_____

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's 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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. l7:27-7.2; 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 assurances from the construction trade union at least five business days prior to the commencement of 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:

(l) 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 it as 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 nondiscrimination 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 contactor 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 contractor 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 Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO 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 a 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 ratio 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 AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, 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 month thereafter for the duration of this 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 on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors 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 to N.J.A.C. 17:27-1.1 et seq.

(Revised: January, 2016)

Official Use Only

Assignment

Code

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201
Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER

2. CONTRACTOR ID NUMBER

3. NAME AND ADDRESS OF PRIME CONTRACTOR

(Name)

(Street Address)

(City) (State) (Zip Code)

4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]

5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT
Name:
Address:

CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD

6. NAME AND ADDRESS OF PROJECT
Name:
Address:

7. PROJECT NUMBER

COUNTY

8. IS THIS PROJECT COVERED BY A PROJEC
LABOR AGREEMENT (PLA)? YES

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

Sample -- AA201

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

(Signature)

10. (Please Print Your Name) (Title)

(Area Code) (Telephone Number) (Ext.) (Date)

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT – CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. **Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.**

2. **Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.**

3. **Enter the prime contractor's name, address and zip code number.**

4. **Check box if Company is Minority Owned or Woman Owned**

5. **Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.**

6. **Enter the name and address of the project, including the county in which the project is located.**

7. **Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.**

8. **Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.**

9. **Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.**

10. **Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.**

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

South Brunswick Board of Education

Appendix Section

A. Model Performance Bond Form - *Sample*

B. Surety Disclosure Statement and Certification - *Sample*

Model Performance Bond Form
N.J.S.A. 2A:44-147

SAMPLE

2A:44-147. The bond required by this article shall be in substantially the following form:

"Know all men by these presents, that we, the undersigned as principal and as sureties, are hereby held and firmly bound unto in the penal sum of dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

"Signed this ..... day of ..... , 20..... .

"The condition of the above obligation is such that whereas, the above named principal did on the ..... day of ....., 20 ....., enter into a contract with , which said contract is made a part of this the bond the same as though set forth herein;

"Now, if the said ..... shall well and faithfully do and perform the things agreed by ..... to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S.2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.2A:44-143 having a just claim, as well as for the oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

"The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond."

Recovery of any claimant under the bond shall be subject to the conditions and provisions of this article to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

L.1951 (1st SS), c.344; amended 1996, c.81, s.6.

Surety Disclosure Statement and Certification
N.J.S. A. 2A:44-143

SAMPLE

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

....., surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, ... (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

.....

.....

.....

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

.....

.....

.....

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

.....

.....

.....

(4) The amount of the bond to which this statement and certification is attached is $ .....

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:.....

.....

.....

.....; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent

for each surety on the bond)

I ..... (name of agent), as ..... (title of agent) for ..... (name of surety), a corporation/mutual insurance company/other (indicating type of business organization) (circle one) domiciled in ..... (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

.....

(Signature of certifying agent)

.....

(Printed name of certifying agent)

.....

(Title of certifying agent)

L.1951 (1st SS), c.344; amended 1979, c.408; 1989, c.316; 1991, c.454; 1995, c.38, s.2; 1995, c.384, s.1; 1996, c.81, s.2.

TO All Bidders:

REMINDER!

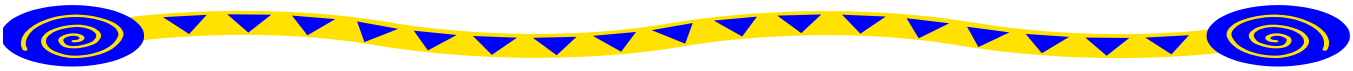
Did you sign all of the bid documents?

All bid documents returned to the Board shall be signed with original signatures. Please try to use **blue ink.**

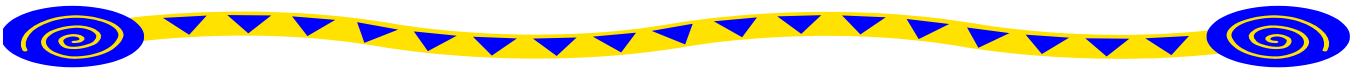
The Board will not accept facsimile or rubber stamp signatures.

Failure to sign and submit all bid documents may be cause for disqualification and rejection of the bid.

SOUTH BRUNSWICK BOARD OF EDUCATION



TECHNICAL SPECIFICATIONS



David Pawlowski
School Business Administrator/Board Secretary

SOUTH BRUNSWICK BOARD OF EDUCATION
MONMOUTH JUNCTION, NEW JERSEY 08852

Burglar Alarm System Maintenance and Monitoring

Intent:
The intent and purpose of this bid is to establish a contract with a qualified contractor to provide Burglar Alarm System Maintenance and Monitoring for the South Brunswick Board of Education. The Board also requires service on an "as needed", on call and time and materials contract.

Term of Contract:
The term of contract shall be from **July 1, 2021 through June 30, 2022.** The Board of Education reserves the right to offer up to a two (2) year extension of this contract if it so desires.

Contractor Qualifications:
The contractor shall be able to provide an experienced and licensed personnel in the State of New Jersey and the municipalities of Monmouth Junction, South Brunswick, Kendall Park and Dayton, New Jersey. The contractor shall have a minimum of three (3) years' experience with Burglar Alarm System Maintenance and Monitoring at the industrial/ commercial level, and with New Jersey public school facilities. It is preferred the contractor have a local office within a **15-25 mile** radius of the job site, staffed with qualified trained technicians, fully capable of providing instructions, routine maintenance and 24-hour, 7 day emergency maintenance service on all equipment.

Scope of Service
The contractor shall provide all labor, tools, equipment, and all incidentals required and/or implied for the complete and satisfactory performance of

- **Maintenance and Service of the District Burglar Alarms**
  The contractor shall provide maintenance and service of the district's burglar alarms as noted in the bid specifications.
- **Central Station Monitoring Services**
  The contractor shall provide central station monitoring of district burglar alarms.

HOURS OF WORK—Call and Lead Time—Maintenance and Repair

1. General repair work shall be performed between the hours of 6:30 am and 3:30 pm, Monday through Friday and shall be expeditiously scheduled and completed to the satisfaction of the Board of Education.

2. Emergency repair service shall be available (24) twenty-four hours per day, (7) seven days per week. The contractor will respond to all emergency calls by telephone within (1/2) one-half hour of notification and will have a service person at the job site within an additional (1/2) one-half hour thereafter. All emergency repairs should be made before the service person leaves for the day.

The contractor must have some means of electronic communications (email or cell phone) activated (24) twenty-four hours a day, (7) seven days a week to ensure that immediate contact can be made by a designee of the Board of Education.

Fixed Labor Hourly Rate will include all costs billable under this contract. The school district will not pay for travel time, meal time or time spent obtaining equipment.

WARRANTIES
All labor, parts and equipment shall be warranted for (1) one year from installation.

SCOPE OF SERVICE—BURGLAR SECURITY ALARM MAINTENANCE

Notifying Police Department
Prior to conduction any tests, providing any services, the contractor shall notify the local police department as to your business and place the system on test. Indicate the amount of estimated time needed to complete work. This notification may be done concurrently with the police and the district.

Inspection and Testing
The contractor as part of this contract shall inspect and test the panels for proper signaling and communication.

Assessment and Proposal
Major problems must be discussed with the Director of Building and Grounds or designee, and a course of action will be determined. A written proposal must accompany any recommendation with an explanation as to why the work is required. The proposal will be based upon the hourly rate as awarded.

Parts
All replacement parts are to be UL listed. No exceptions!
All parts should be replaced with in kind or an equal UL listed which must be compatible with the existing system. Date installed is to be written on the inside of the unit. If a part number has changed for a particular piece of equipment, the contractor shall note the change on the work slip and proceed with repairs

Contractor shall provide devices needed for repairs on a unit price basis. Failure to have parts to make repairs during a scheduled repair visit will cause the contractor to return at no extra cost to the Board of Education.

Report of Completion
The contractor shall certify that the repairs have been completed, return the system to the central station, get your work sheet signed, leave a copy at the site, and send a copy to the Director of Building and Grounds. The report should include all work done, repairs made, and recommendations.

Asbestos Verification
Before beginning any cutting or running of wire or equipment, the contractor shall verify the work area and any hazards and secure permits required by the construction codes. (Electrical or Construction sub-code).NO asbestos containing materials are to be used in repairs and replacement.

The contractor shall not disturb, remove, or repair any asbestos containing building materials. Where there is suspect material in proximity to the work area, the contractor shall inform the owner immediately.

SCOPE OF SERVICE: CENTRAL STATION MONITORING 24/7

The Board of Education requires the services of an alarm monitoring service. This service shall monitor the existing district systems as listed in this bid. The contractor shall report alarm incidents to the local police department and designated Board employees as well as maintain various records for the Board of Education.

The contractor shall provide alarm system monitoring of all detectors, sensors and ancillary equipment and intrusion devices from the district and various school systems. The Director of Buildings and Grounds or the appointed designee shall have the ability to change the reporting, and record system in writing and, if needed, verbally with proper password identification due to an operational, or equipment change.

The contractor shall provide consultative and evaluation services that can assist the Board of Education in:

- Minimizing/eliminating false alarms
- Ensuring that building alarm systems are properly configured and secure the building appropriately

Reporting
The vendor shall furnish weekly by email, fax and hard copy if requested as required an "open-close" report per location of activity in the school facility. This report shall also be available immediately at the districts' request.

The successful contractor shall provide the Director of Buildings and Grounds with, for no additional charge:

- Online access to monitoring reports showing:
- Open and Close activity by location
- Alarm arming and disarming activity by location and all
- Incident reports

All reports shall have the ability to export report data in Excel, CSV or Text form. Note that PDF export alone is not considered sufficient.

Additional Specifications
The service shall be able to communicate with the District's various systems with no charge to the district for modifications or equipment installations. Any communication modifications shall be the responsibility of the awardee at no extra cost to the Board for a completely functional system this includes obtaining passwords, including factor resetting, software, software programming, hardware and technical support.

The contractor will possess, at no cost to the Board of Education, all qualifications, licenses and permits to engage in the business of alarm monitoring and repair as may be required within the jurisdiction where the work specified is to be performed and submit documents when requested. Workers to be employed in the

performance of this contact will possess the qualifications, training, licenses, and permits as may be required within such jurisdiction.

The contractor shall be responsible for notifying the Division of Facilities in an email and in writing of the existence or development of any defects in, or repairs required to, the equipment which they do not consider to be their responsibility under the terms of the contract. The contractor shall immediately contact a representative of or phone the Director of Buildings and Grounds if at any time any such defects or repairs will render the system inoperable.

Monthly Charge
This service shall be listed on month-to-month basis per each location on the bid form. This coverage period shall begin at 12:01 a.m., July 1, 2021 and affect all Board of Education properties.

Coordination of Activities—On-Site Visitations
All activities for this project and work will be coordinated through

Todd Amiet, CEFM
Director of Buildings and Grounds
South Brunswick Board of Education

On-site visits prior to bidding are to be arranged through the Director of Buildings and Grounds office – 732-297-7800 ext 5109.

Personnel Requirements
Depending on the type of system, as a requirement for this time and materials contractor, the school district requests the following qualified personnel be available to the district:

- Electrician Journeyman:

Trade Classifications
For the purpose of this Public Works bid, each contractor shall be classified by the State of New Jersey Division of Property Management and Construction in the following trade(s) in either

Classification Code	Classification Trade Name
C047	Electrical
C048	Communications Systems
C050	Security Intrusion Alarms

Proof of classification shall be submitted with the bid package in the form of a current Notice of Classification as issued by the New Jersey Division of Property Management and Construction.

Compliance with All Laws
The school district notes that special attention shall be paid to the following compliance section:

- Special attention is called to requirements for: Public Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment, Air Quality and Assignment of Contract.

- The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal, State and local Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind

- Any labor, material, or equipment which is necessary to comply with code requirements, the Contractor shall include as part of their price and provide with no contract change.

- The Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the South Brunswick Board of Education, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

The Contractor is to comply with the New Jersey State Uniform Construction Code and the Monmouth Junction, South Brunswick, Kendall Park and Dayton, New Jersey Construction Code. Contractor is to obtain all local municipal building permits and pay for it. Contractor is to comply with local inspection requirements. All work performed shall be in accordance with applicable Federal, State and local Codes and the latest edition of the following reference codes and standards, whichever is more stringent:

- International Plumbing/Building Codes
- American national Standards Institute (ANSI)
- American Society of Testing Materials (ASTM)
- National Electric Code (NEC)
- National Fire Protection Association (NFPA)

The contractor shall provide all required protective measures to maintain the integrity of the surrounding areas. Including OSHA. Submit copies of your worksite OSHA safety manual and designated person name.

The contractor shall take extreme caution to protect the occupants of the School buildings.

Fixed Labor Hourly Rate will include all costs billable under this contract. The school district will not pay for travel time, meal time or time spent obtaining equipment.

Materials and Parts: Invoice Price Plus Fifteen (15%) Per Cent
All materials and parts shall be as specified, and shall be new, top quality, and made by or approved by the manufacturer of the replaced part or material. All Non OEM parts shall be approved by the School district before installation. Old replaced parts shall be given to the head custodian when requested. Replacement materials and parts shall be billed at the invoice rate the contractor paid (including all discounts and rebates) plus a **fifteen (15%) percent markup**.

Supplier invoices for all parts and equipment shall accompany all billings for this bid. Failure to provide required parts invoices shall result in payment delays until submitted. The school district reserves the right to provide the contractor with parts and supplies and be charged only for labor. The school district also reserves the right to purchase from the contractor all items to be invoiced at the contractor's price plus the bid price allowance for materials. At all times school district standards shall be used for materials.

Burglar Alarm System Maintenance and Monitoring

Maintenance Annex
4 Executive Drive
Monmouth Junction, NJ 08852
Brian Redfield (Maintenance & Grounds Supervisor)

Brooks Crossing Elementary School
50 Deans Rhode Hall Road
Monmouth Junction, NJ 08852
Helen Beecher (Head Custodian)

Brunswick Acres Elementary School
41 Kory Drive
Kendall Park, NJ 08824
Sherry Zippo (Head Custodian)

Cambridge Elementary School (2)
35 Cambridge Road
Kendall Park, NJ 08824
Shelton Bryant (Head Custodian)

Constable Elementary School
29 Constable Road
Kendall Park, NJ 08824
Perry Donato (Head Custodian)

Crossroads North Middle School
635 Georges Road
Monmouth Junction, NJ 08852
Pam DiCicco (Head Custodian)

Crossroads South Middle School (2)
195 Major Road
Monmouth Junction, NJ 08852
Jamie DeMary-Guevara (Head Custodian)

Indian Fields at Dayton Elementary School
310 Georges Road
Dayton, NJ 08810
John Beecher (Head Custodian)

Brooks Crossing at Deans Elementary School
848 Georges Road
Monmouth Junction, NJ 08852
Helen Beecher (Head Custodian)

Greenbrook Elementary School
23 Roberts Street
Kendall Park, NJ 08824
Huber Capcha (Head Custodian)

Monmouth Junction Elementary School
630 Ridge Road
Monmouth Junction, NJ 08852
Tom Kelly (Head Custodian)

Indian Fields Elementary School
359 Ridge Road
Dayton, NJ 08810
John Beecher (Head Custodian)

South Brunswick High School
750 Ridge Road
Monmouth Junction, NJ 08852
Dan Zippo (Head Custodian)

Administration Building
231 Blackhorse Lane
North Brunswick, NJ 08902
Brian Redfield (Maintenance & Grounds Supervisor)

School	Burglar Alarm Panel
Admin. Bldg.	DSC
Warehouse	DSC PC1832
Brooks Crossing	DSC MAXSYS PC4020
Brunswick Acres	DSC PC4020
Cambridge	DSC MAXSYSPC4020
Cambridge PSH Bldg	DSC MAXSYSPC4020
Constable	DSC PC4020
Crossroads So	DSC MAXSYS PC4020
Crossroads So Trailer	DSC MAXSYS PC 5010 POWER 832
Crossroads No	DSC MAXSYS
Dayton	DSC PER MAR
Deans	DSC POWER 8
Greenbrook	DSC PER MAR
Indian Fields	ADEMCO
Monmouth Jct.	DSC MAXSYS LCD 4501/4501T
SB High School	DMP XR150

SOUTH BRUNSWICK BOARD OF EDUCATION
MONMOUTH JUNCTION, NEW JERSEY 08852

Bid Proposal Form

Burglar Alarm System Maintenance and Monitoring

Bid Number 07-21 Wednesday, April 21, 2021

Part A Monitoring

I/we hereby submit the following bid price to provide the monthly monitoring costs of all Burglar Alarms Systems listed in the specifications.

Monthly Monitoring—All Burglar Alarm Systems (16 Accounts) $_____ per month

Monthly Amount of $_____ times Twelve (12) Months $_____ Annual Cost

Name of Company _____

Address _____P.O. Box _____

City, State, Zip _____

Telephone No. _____ Fax No. _____

Tax ID No. _____ E-Mail: _____

Authorized Agent _____Title _____

Authorized Signature _____Date _____

SOUTH BRUNSWICK BOARD OF EDUCATION
MONMOUTH JUNCTION, NEW JERSEY 08852

Bid Proposal Form

Burglar Alarm System Maintenance and Monitoring

Bid Number 07-21 Wednesday, April 21, 2021

Part B Burglar Alarm Maintenance--On Call Service

I/we hereby submit the following bid price to provide on call service of all Burglar Alarms Systems listed in the specifications.

Time and Materials Bid Prices

The Board provides to all bidders, based upon past service experience, an estimated number of hours that may be needed for any Time and Materials work. The number of hours listed is only for bidding purposes and does not guarantee any future hourly work.

Classification	**Estimated Hours**		**Rate**	**Total**
Electrician Journeyman	60 hours	Times	$_____ Per Hour	$_____

Name of Company _____

Authorized Agent _____Title _____

Authorized Signature _____ Date _____

SOUTH BRUNSWICK BOARD OF EDUCATION
MONMOUTH JUNCTION, NEW JERSEY 08852

Bid Proposal Form

Burglar Alarm System Maintenance and Monitoring

Bid Number 07-21 Wednesday, April 21, 2021

Bid Proposal Form

Award of Contract—Combined A+B—Summary of Bids
It is the intention of the South Brunswick Board of Education to award the contract to the lowest responsible bidder who submits the lowest total Combined Bid of

A	Monitoring	$_____
B	Electrician Bid Total* Burglar Alarms	$_____
Total Combined Bid A+B		**$_____**

***Reminder—the estimated hours listed in B are just estimated hours and they do not represent any guarantee for future work.**

Fixed Labor Hourly Rate will include all costs billable under this contract. The school district will not pay for travel time, meal time or time spent obtaining equipment.

Name of Company _____

Authorized Agent _____Title _____

Authorized Signature _____ Date _____

SOUTH BRUNSWICK BOARD OF EDUCATION

General Conditions; Requirements and Terms

The South Brunswick Board of Education, provides to all potential bidders for this project, general conditions, and requirements and terms of contract that shall be complied with during the contract work.

Workers and COVID-19
All trades people and workers shall follow recommended precautions to protect themselves, other workers, students and staff of the school district.

- **Social distancing**

Workers are to limit close contact with others by maintaining a distance of at least six (6) feet, whenever possible. When weather allows, windows should be opened to allow for greater air circulation.

- **Face coverings**

Workers must wear cloth face coverings while in the school building, regardless of social distancing.

- **Cleaning/disinfecting**

Workers must clean and disinfect frequently touched surfaces such as shared tools, machines, vehicles and other equipment, handrails, ladders, doorknobs, and portable toilets. This includes increased hand washing measures.

Contractors are to review all current COVID guidance that may be found on the New Jersey Department of Education dedicated website

https://covid19.nj.gov/

Contractors shall also comply with the local school district policy pertaining to COVID-19

AHERA Notification
To All Contractors/Workers:

Pursuant to AHERA (Asbestos Hazard Emergency Response ACT) Regulations, you are hereby informed that the school district has conducted an inspection of its buildings for asbestos containing building materials. A Management Plan has been developed and approved. The plan identifies asbestos containing building materials, assesses their friability (the potential to be crumbled or reduced to powder by hand pressure), and recommends action based upon the potential release of asbestos fibers.

You are hereby informed that you shall inspect the Management Plan prior to the commencement of your work in any of the schools. You are also directed to inform the Director of Buildings and Grounds, if you are going to be working in an area that may cause you to disturb any existing asbestos containing building materials.

Cleaning and Protection
Contractors are reminded of the following:
They are to clean and protect work in progress and adjoining materials in place during handling and installation. The contractor shall apply protective covering where required to assure protection from damage or deterioration.

The contractor shall clean and provide maintenance on completed projects as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

Limiting exposures: Each contractor shall supervise its work operations to assure that no part of the work completed or in progress, is subject to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

Cleaning and Protection

a) Excessive static or dynamic loading
b) Excessive internal or external pressures
c) Excessively high or low temperatures
d) Thermal shock
e) Excessively high or low humidity
f) Air contamination or pollution
g) Water or ice
h) Solvents
i) Chemicals
j) Light
k) Radiation
l) Puncture
m) Abrasion
n) high-speed operation
o) Improper lubrication
p) Unusual wear or other misuse
q) Contact between incompatible materials
r) Destructive testing
s) Asbestos – AHERA
t) Heavy traffic
u) Soiling, staining and corrosion
v) Bacteria
w) Rodent and insect infestation
x) Combustion
y) Electrical current
z) Misalignment
aa) Excessive weathering

Clean-Up and Adjustments
Contractors are to note the following:

Repair of deficiencies - Installations noted as deficient during inspection by the Director of Buildings and Grounds must be repaired and corrected by the contractor and made ready for re-inspection within five working days.

All work must be done to the satisfaction of the Director of Buildings and Grounds or his designated agent.

Debris - Contractor is responsible for removal and offsite disposal of all rubble, trash and debris of all kinds created by or connected with this project. No on-site storage of debris is allowed.
Debris shall not interfere with any school activity before it is removed. Debris impeding school operation will be removed by the district and deducted from the submitted contractor's invoice.

Prior to final completion inspection the contractor shall do a final cleaning. All areas of the site damaged by the work of the contractor shall be restored to its original condition. The Director of Buildings and Grounds shall have the final approval as to the project completeness and clean-up.

Contractor Personnel
Contractors are reminded their employees are representatives of the company which is performing the services for this contract. Contractors are to understand and share with all workers the following:

- **Bathroom; Toilet Facilities**
  Bathroom and toilet facilities of the school facilities are not to be used by contractor personnel unless express permission has been granted by school officials. The contractor, when applicable, shall provide and pay for suitable temporary toilets in an approved location on the site. The toilet facilities shall be maintained in a neat and clean condition and serviced at least twice a week,

- **Behavior in General**
  Contractor personnel are representatives of the company which is performing the services for this contract. The district expects and demands exemplary behavior from all contractor personnel at all times. Use of profanities within earshot or offensive gestures within view of occupants or neighboring residents is prohibited.

- **Bullying; Harassment or Intimidation**
  In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the Assistant Superintendent for Business/Board Secretary.

- **Contact with Staff and Students**
  Contractor personnel are reminded not have any contact with students/staff members in the district facilities or school grounds. Contractor personnel may have contact with school district officials who have been designated to work with or supervise the services being performed by the contractor.

- **Criminal History Background Check/District Security System**
  The contractor and all subcontractors for the project shall provide to the school district (Director of Buildings and Grounds or School Business Administrator/Board Secretary) a list of each worker assigned to the project. Workers on the project must submit to a criminal history background check. The district will review the list to determine whether there is exists a criminal history record information on file for any worker, making that worker ineligible for working on the project. Failure to provide a proof of criminal history background check for any contractor or subcontractor employee coming in regular contact with students may be cause for breach of contract. The list of workers must be provided within five (5) days of the receipt of the Notice to Proceed.

If it is discovered during the course of the contract that a contractor or subcontractor employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the project immediately. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

For information or clarification on the requirements for criminal history record checks, contact the NJDOE's Office of Student Protection at (609) 376-3999. Access to the OSP web address is available at: https://www.nj.gov/education/crimhist.

- **Security Check-In Procedure:**

All personnel from the successful bidder shall check-in and out as per the formal visitor policy.
This Security Check-In Policy shall include but not be limited to:

- Signing in at the Main Office with a photo ID through the Raptor Visitor Management Software upon arrival
- Checking in with the Head Custodian for the school where work is being performed.
- If work is being done in the boiler room Sign in the boiler Logbook located in each school's Boiler Room and then sign out when the work is completed.
- All contractors shall sign out through the Raptor Visitor Management Software once work is completed for the day.

- **Equipment and Tool Use**

  Contractor personnel are to use all equipment and tools in a safe manner.

- **Independent Contractor Status--Not School Employees**

  Contractor personnel are reminded in no manner they are to be considered employees of the school district.

- **Job Safety**

  Contractors are to take all measures to ensure the work is being performed in a safe manner. There are to be no unnecessary risks doing the work and all work is to be completed in accordance with the bid specifications, industry standards and as required by the Occupational Safety and Health Administration. (OSHA)

- **Parking of Vehicles**

  Contractors are to ensure all personnel properly park in designated areas with special emphasis not to park in fire zones, staff or student parking spaces or handicapped spaces. It is expected that contractors are to contact school officials are where to park vehicles during the school day and after school hours.

  All vehicles improperly or illegally parked are subject to being ticketed and towed.

- **Pre-Employment Requirements**

  When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New

Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

http://nj.gov/education/educators/crimhist/preemployment/

- **Smoking, Controlled Substances and Alcohol**
  There is no smoking or possession/drinking of alcoholic beverages or controlled substances on school grounds both inside and outside. The district has a zero tolerance level on smoking or possession/drinking of alcoholic beverages and controlled substances on school grounds, both inside the buildings and on all school property.

- **Use of Board Property and Equipment**
  All contractor personnel are prohibited to use any school property, including but not limited to the use of computers and computer equipment; school telephones, school AV equipment, district vehicles, equipment, tools, etc.

- **Work Clothes; Shoes—Appropriate for Work**
  The contractor must ensure that all personnel are wearing work clothing and company identification. The work clothing shall bear the company's name and/or logo. The uniform shall consist of a shirt (polo shirt acceptable) and trousers. Contractor personnel are to wear clothing that is considered to be the industry standard for the performance of the work to be done. All contractor employees, while on duty, must wear appropriate safety shoes (no sneakers are permitted). Personnel without a proper uniform will not be permitted to enter the building to work.

Conservation of Resources
Each contractor shall coordinate construction activities to assure that operations are carried out with consideration given to conservation of energy, water, and material.

Coordination of Activities
All activities for this project and work will be coordinated through

Todd Amiet, CEFM
Director of Buildings and Grounds
South Brunswick Board of Education

All communication concerning activities for this project or work shall be made through the Director of Buildings and Grounds or his designated representative.

All work shall be coordinated through the Director of Buildings and Grounds or his designated representative. It is anticipated that working hours shall be scheduled during the hours of 7:00 a.m. and 4:30 p.m. (Regular Workday) during the normal work days Monday through Friday. These working hours do not apply to emergent situations.

The contractor shall not interfere with the operation of existing essential services during all normal school operating hours and periods. The contractor shall work after hours if work will interfere with normal school work for no additional charge (no overtime) to the Board, unless so regulated by the New Jersey Prevailing Wages Act.

All work requiring temporary interruption of essential services and student activity shall be done only with the specific approval of the Director of Buildings and Grounds. The contractor shall set up a schedule of work affecting existing services for approval by the Director of Buildings and Grounds. Work affecting school activities will not be stopped and re-scheduled at no additional charge to the district nor will an extension in contract time be allowed.

Each contractor shall coordinate its activities with those of other contractors and other entities involved to assure efficient and orderly installation of each part of the work. Each contractor shall schedule its operations in the sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation.

Where availability of space is limited, each contractor shall coordinate installation of different components with other contractors to assure maximum accessibility for required maintenance, service and repair. Each contractor shall make adequate provisions to accommodate items schedule for later installation.

Damage to Property; Public and Private

The contractor and his personnel shall take every precaution that all property, school, municipal, county, state or private property shall not be damaged in any manner. In case direct or indirect damage is done to existing streets or underground structures, sewers, mains etc., or to public or private property of any kind, or to any materials (asbestos included) or fixtures, or by or because of work in consequence of any act or omission on the part of the contractor, his employees, or agents, of his subcontractors, the contractor shall first report said incident to the Director of Buildings and Grounds and at their own cost and expense, shall restore such structures, property, materials, etc., to a condition equal or better to that existing before such damage or injury was done.

The contractor shall restore by repairing, rebuilding, or otherwise, as may be required by the Board, or shall make good such damage or injury in a satisfactory manner. Contractor shall be responsible to reimburse any or all costs for materials or supplies, any or all labor costs for Board personnel or contracted services costs for work that may be needed for emergency repairs as a result of contractor's oversight.

The contractor shall, at all times, safely guard and protect the Board's property from damage or loss, in connection with this contract. He shall, at all times, safely guard and protect his own work and adjacent property from damage or loss, as provided by the law and the contract documents. The contractor shall replace or otherwise make good any such damage, loss or injury.
The contractor shall properly secure all work areas, at all times, and absolutely prevent water, snow, rain, etc., and all other environmental elements and creature infestations from entering the building as a result of his work or as a result of damage to the building caused by them.

Prevailing Wages

Contractors are reminded to comply with the New Jersey Prevailing Wages Act.

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

Prevailing Wages--Certified Payrolls
Every contractor agrees to submit to the Board of Education a certified payroll for each payroll period within ten (10) days of the payment of wages. The contractor further agrees that no payments will be made to the Contractor by the Board of Education, if certified payrolls are not received by the board. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

Public Safety
The contractor shall provide, at his own expense, lights, fences, barriers, danger warnings, detour warning signs, flagmen and any other approved devices to provide a safe environment for the student, school employees and the general public. This is to be done in full accordance with all laws and industry standards and review and approval by the Director of Buildings and Grounds.

Subcontracting and Subcontractors
Prime contractors, with whom the Board of Education have an executed contract, may not subcontract any part of any work done for the Board without first receiving written approval from the Board. Contractors seeking to use subcontractors must first complete the Request to Subcontract Form as provided by the Director of Buildings and Grounds.

Subcontractors Prohibited to Sub Contract
It is the responsibility of the prime contractor to ensure that no subcontractor who has received written permission to do work for the Board, subcontracts any of its/their work without first receiving written approval from the prime contractor **and** the Director of Buildings and Grounds or his designee.

The prime contractor assumes all responsibility for work performed by subcontractors.

Penalties – Unauthorized Subcontractors
The Board of Education shall deduct the amount of $1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission from the Director of Buildings and Grounds.

Temporary Conditions/Actions by Contractor
Any temporary conditions or actions by the contractor such as enclosures, partitions, safety precautions, barricades, power and utilities, etc., shall be reviewed and approved by the Director of Buildings and Grounds before implementation.

Unauthorized Personnel
Contractor personnel are not permitted to bring on the worksite any unauthorized persons including children or relatives of the contracted worker.

Use of Premises
Contractors are reminded to limit the use of the premises to work in areas indicated. Personnel are to confine operations to areas within contract limits indicated. Personnel are not to disturb portions of the site beyond the areas in which the work is indicated.

Driveways, Sidewalks, and Entrances: Contractors are to keep surrounding site areas and entrances serving the premises clear and available to the Board of Education, the district's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

Contractors are to schedule deliveries to eliminate space and time requirements for storage of materials and equipment on site.

Use of Existing Building Areas: Contractors are to maintain the existing building areas in a weather tight condition throughout the project period. Repair damage caused by any operation. Take all precautions necessary to protect the building and its occupants during the work period.

If applicable prior to partial district occupancy, mechanical and al systems shall be fully operational. Required inspections and tests shall have been successfully completed.

Utility Services
Contractor is reminded about the following concerning utility services:

Existing Utilities--Maintain services indicated to remain and protect them against damage during selective services operations.

Contractor should not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by district officials and authorities having jurisdiction. Contractor shall provide temporary services during interruptions to existing utilities, as acceptable to the board and to authorities having jurisdiction.

Under no circumstances shall the contractor unilaterally turn off or disrupt any utility without express permission of the Director of Buildings and Grounds or his authorized agent.

SOUTH BRUNSWICK SCHOOL DISTRICT - 2021 - 2022 SCHOOL CALENDAR

September				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

February				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

October				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

March				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

April				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

December				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

May				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

January				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

June				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

September

1 & 2 -Staff Only - PD #1 & 2
3 - No School for teachers
6 - No School - Labor Day
7 & 8 - No School - Rosh Hashanah
9 - First Day Students
16 - No School - Yom Kippur

October

November

1 -Staff only/ P/T Conferences (Full Day & Evening) PD#3
2 - Staff Only - PD #4
3 -Staff Only - PD #5
4 & 5 - No School - NJEA
24 - Early Release - Thanksgiving Eve
25-26 - No School - Thanksgiving

December

23 - Early Release -Winter Break
24 - 31- No School - Winter Break

January

17 - No School - MLK Day

February

21 - No School - Presidents' Day

March

April

11-15 - No School - Spring Break
18 - Emergency Closing Makeup #3

May

3 - No School - Eid Al-Fitr
27 - Emergency Closing Makeup #2
30 - No School - Memorial Day
31 - Emergency Closing Makeup #1

June

22, 23 & 24 - Early Release
24 - Early Release - Last Day for Staff/Students-Graduation

This calendar allows for up to 3 emergency make-up days. If schools are closed due to an emergency, days will be made up in the following order:

Day #1 - May 31st
Day #2 - May 27th
Day #3 - April 18th
Day #4 - Reduce to 180 instructional days (Students/State mandated 180 days)
Additional snow days, if needed will be taken from Spring Break

Schools will be closed on the above days only if there is no need to make up days lost due to emergencies.

No School
Early Release
First Day/Last Day
Staff Only
Inclement Weather Makeup

BOE Approved: 2/11/21