

**PLEASANTVILLE BOARD OF EDUCATION
PLEASANTVILLE, NEW JERSEY 08232**

Bid Specifications & General Requirements

**AISLE CONTAINMENT SYSTEMS AND BACK UP
POWER SYSTEM UNITS**

BID NO: PPS 23-30

Wednesday, August 23, 2023

Bid Opening Date

10:00 a.m.

Bid Opening Time

Mrs. Daile White

School Business Administrator/Board Secretary

Federal Funds

Federal Funds

**PLEASANTVILLE BOARD OF EDUCATION
PLEASANTVILLE, NEW JERSEY 08232**

Federal Funds

REQUEST FOR BIDS

Federal Funds

BID ADVERTISEMENT

The Pleasantville Board of Education hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a) (b) and Federal Regulations 2 CFR 200.320 (c) (2).

Bid No. PPS 23-30 Aisle Containment Systems and Back Up Power System Units

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

Mrs. Daile White

School Business Administrator/Board Secretary
Pleasantville Board of Education
801 Mill Rd, 3 rd. Floor
Pleasantville, New Jersey 08232
Email: **white.daile@pps-nj.us**

Bids must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/Board Secretary of the Pleasantville Board of Education **on or before** the date and time indicated below. The envelope to bear the following information:

Title:	Aisle Containment Systems and Back Up Power System Units
Bid Number:	PPS 23-30
Name and Address of the Bidder	
Bid Opening Date:	Wednesday, August 23, 2023
Bid Opening Time:	10:00 a.m.

Location of Bid Opening: Pleasantville Board of Education
801 Mill Rd., 3 rd. Floor
Pleasantville, New Jersey 08232

The bid opening process will begin on the above-advertised date and time at the Board Offices, 801 Mill Rd., 3 rd. Floor, Pleasantville, New Jersey 08232. 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.

There will be a pre-bid meeting on **Wednesday, August 2, 2023**. While attendance is not mandatory, all prospective bidders are strongly encouraged to attend this important meeting, which will be held in the **Pleasantville Middle School at 801 Mill Rd, Pleasantville, New Jersey 08232, at 10:00 a.m.**

“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 Pleasantville 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.

When bidding on a Public Works project, 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.

Public Notice: Procuring Goods and Services Financed with Federal Funds

The Pleasantville Board of Education hereby provides public notice that federal funds will be used to procure the goods/services as outlined in the bid specifications. The percentage of the cost of the goods/services are outlined below:

Federal Program
ARP ESSER

Percentage of the Total Cost of Bid
One Hundred Percent (100%)

CERTIFICATIONS SECTION; FEDERAL CONTRACT REQUIREMENTS

As a requirement for submission of the bid, all bidders are to read the CERTIFICATIONS Section for FEDERAL CONTRACT REQUIREMENTS, found at the end of the bid package. Bidders shall be responsible for the completion, execution and submission of all required CERTIFICATION documents.

COVID-19 Vaccination/COVID-19 Testing--Executive Order #253

Effective October 18, 2021, all school districts must maintain a policy on COVID-19 Vaccination and COVID-19 Testing for "covered workers." All contracted service providers submitting bids/proposals to the board of education are requested to review Executive Order #253 as issued by Governor Phil Murphy of New Jersey.

Mrs. Daile White
School Business Administrator/Board Secretary

**PLEASANTVILLE BOARD OF EDUCATION
PLEASANTVILLE, NEW JERSEY 08232**

STANDARDS OF CONDUCT; CONFLICTS OF INTERESTS

ETHICS IN PURCHASING

The PLEASANTVILLE BOARD OF EDUCATION, pursuant to **Federal Regulation 2 CFR 200.318 (c) (1)**, hereby establishes the following *Standard of Conduct; Conflict of Interests* in the selection, award and administration of contracts using federal funds.

Conflict of Interest

No employee, officer, or agent of the Board of Education may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Financial Interest; Involvement in Contracts

No person officially connected or employed with, the Board of Education shall be an agent for, or be in any way pecuniarily or beneficially interested in, or receive any compensation or reward of any kind for, the sale of any textbooks, school apparatus or supplies of any kind, for use in the school district with which he is connected or by which he is employed or within the state or part thereof over which his jurisdiction extends, upon penalty of removal from office or of revocation of his certificate to teach or to administer, direct or supervise the teaching, instruction or educational guidance of pupils in the public schools, but the prohibition of this section shall not prevent any person from receiving royalties upon the sale of any textbook of which he is the author. N.J.S.A. 18A:6-8

No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment.

No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family. N.J.S.A. 18A:12-24 (c)

Solicitation/Receipt/Acceptance of Gifts and Gratuities from Contractors

The officers, employees, and agents of the Board of Education may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

School board members, school officials and employees, or members of their immediate family are prohibited from soliciting, receiving or agreeing to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, favor, loan, service, or other things of value from any person, firm, corporation, partnership, or business that is a recipient of a purchase order from the district, or a potential bidder, or an applicant for any contract with the district, based upon an understanding that what is solicited or offered was for the purpose of influencing the board member or school employee in the discharge of their official duties. N.J.S.A. 18A:12-24 (e).

Contractor/Vendor Responsibility – Doing Business with the Board of Education

Any 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 things of value of any kind to any official or employee of the Board or to any member of the official's or employee's immediate family. No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Disciplinary Actions for Violations of Standards

Officers, employees and agents of the Board of Education who violate the standards of conduct, shall be subject to administrative disciplinary actions which may lead to suspension of employment; removal of office and revocation of his certificate to teach or administer in the State of New Jersey.

PLEASANTVILLE BOARD OF EDUCATION

BID CHECKLIST

B. Reminder Checklist

As a courtesy, the Office of the School Business Administrator/Board Secretary has prepared this reminder checklist for 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.

<u>Item</u>	<u>Yes</u>	<u>No</u>
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)? Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.		
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 1 original and (two) copies of the bid for the Board of Education? Please provide unbounded copies for duplication purposes.		
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?		

PLEASANTVILLE BOARD OF EDUCATION

GENERAL SPECIFICATIONS

Mrs. Daile White
School Business Administrator/Board Secretary

PLEASANTVILLE BOARD OF EDUCATION

Aisle Containment Systems and Back Up Power System Units

INSTRUCTIONS TO BIDDERS

BIDS ARE TO BE SUBMITTED TO: Mrs. Daile White
School Business Administrator/Board Secretary
Pleasantville Board of Education
801 Mill Rd., 3rd Floor
Pleasantville, New Jersey 08232

BY: 10:00 a.m. PREVAILING TIME **ON: Wednesday, August 23, 2023**

Bids may be submitted by mail, delivery service or in person. Bids are to be submitted in a sealed envelope and the bid envelopes will be unsealed and the contents announced at the bid opening meeting.

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, two duplicate copies of the bid package. The extra copies are necessary for the processing of the bids. (Unbounded copy needed Bidders should also keep a complete copy of the bid packet, exactly as submitted.

Envelope Label Information

District	Pleasantville Board of Education
Bid Number	PPS 23-30
Project	Aisle Containment Systems and Back Up Power System Units
Bid Date	Wednesday, August 23, 2023
Bid Opening Time	10:00 a.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.

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 10:00 a.m. on** Wednesday, August 23, 2023. 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

1. AFFIRMATIVE ACTION—Public Works Contract

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

Contractors are to comply with the Federal Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246) as noted in the Federal Contracts Provisions—Appendix II to Part 200—Certifications Section of this bid.

AFFIRMATIVE ACTION REQUIREMENTS—Goods and Services Contract

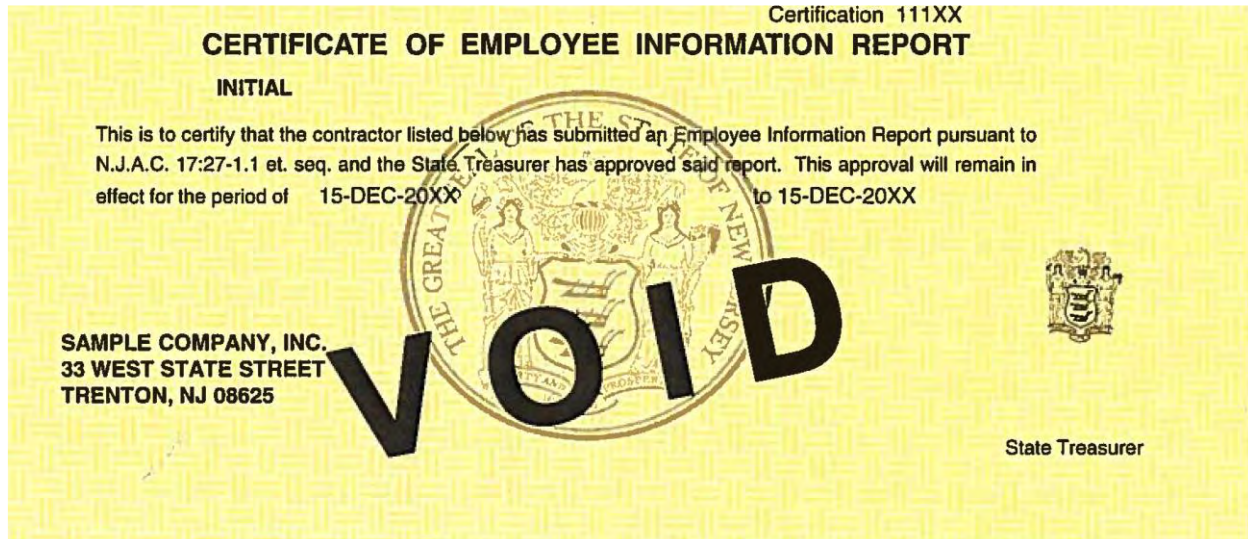
Each company shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A Certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; or
- The successful bidder (respondent) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for \$150.00 made payable to the Treasurer, State of NJ and forward a **copy** of the form and check/money order to the board of education. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: A completed and signed Affirmative Action Questionnaire is requested with submission of bid/proposal. However, the Board will accept in place of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal.

If awarded a contract your company/firm will be 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., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A.

Sample Certificate of Employee Information Report



All respondents are urged to submit with their response, a copy of their firm’s Certificate of Employee Information Report. Failure to submit the Certificate of Employee Information Report or other Affirmative Action evidence prior to the execution or award of contract will result in the rejection of the bid/proposal.

2. AMERICAN GOODS; BUY AMERICAN

In accordance with N.J.S.A. 18A:18A-20 and 2 CFR 200.322 contractors shall take to the maximum effort to use only manufactured products of the United States, wherever available, and where possible.

3. 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.

4. 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.

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

N.J.S.A. 10:2-1. Anti-discrimination 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.).

6. 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 the formation of contracts.

The Bidder further agrees to include a similar provision in all agreements with independent contractors 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.

7. BID GUARANTEE AND BONDING REQUIREMENTS

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

Bidders shall submit with their bid package a bid guarantee made payable to the Pleasantville 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 the 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 a 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. Facsimile, rubber-stamped, electronic or digital signatures are not acceptable. 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.

Failure to submit or sign a bid guarantee 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.

8. 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 they are 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, 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.

9. BID SECTION

• Bid Protests and Contractor's Responsibility—2 CFR 200.318 (K)

Vendors or contractors may contact the Purchasing Agent of the Board of Education 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 District Administrator of the contract 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, 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.

- **Bid Submittals--Responsibility**

It is the responsibility of the bidder to ensure that their bid is presented to the Office of the School Business Administrator/Board Secretary 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.

- **Bid Rejections—N.J.S.A. 18A:18A-22—Rejection of All Bids**

The Board of Education reserves the right to reject all bids pursuant to the conditions outlined in N.J.S.A. 18A:18A-22.

- **Bid Rejections—Individual Bids**

The Board reserves the right to reject individual bids when in their determination, the bid received is not responsive pursuant to N.J.S.A. 18A:18A- 2 (y) and/or when the bidder is determined by the board not to be responsible—N.J.S.A. 18A:18A-2 (x).

- **Bid Acceptance—Board of Education Approval**

All awards of contracts procured through the competitive bid process shall be awarded by the Board of Education, at a public meeting, to the lowest responsible bidder. N.J.S.A. 18A:18A-4 (a); 2 CFR 200.320 (c)

10. 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 have 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 bids/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 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 Board of Education a complete and accurate list of all subcontractors used and their addresses.

Samples of Business Registration Certificates

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01	<i>John S. Tully</i> Acting Director	
FORM-BRC(08-01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

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.

11. CERTIFICATE OF AUTHORITY—Public Works Project Only

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.

STATE OF NEW JERSEY Certificate of Authority		DIVISION OF TAXATION TRENTON, N.J. 08695
The person, partnership or corporation named below is hereby authorized to collect NEW JERSEY SALES & USE TAX		
pursuant to N. J. S. A. [REDACTED]		
This authorization is good ONLY for the named person at the location specified herein. This authorization is null and void if any change of ownership or address is effected		
[REDACTED]	Tax Registration No.:	[REDACTED]
	Tax Effective Date:	10-15-10
	Document Locator No.:	[REDACTED]
	Date Issued:	10-14-10
<i>Michael J. Boy</i> Acting Director, Division of Taxation		
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

Sample Certificate of Authority

12. CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 18A:18A-15); See Bid Protest

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 have no impact on the Board of Education or the award of a contract.

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

A. 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 achieves cost savings, improve service or resolve construction conditions.

B. 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.

14. CONTRACTS

• 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 minor informalities or non-material exceptions, which may be in the best interest 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 bid 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.

• 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.

- **Return of Contracts and Related Contract Documents**

Upon written notification of award of the 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 the award by the Board with the bid security becoming the property of the Board of Education.

- **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 the Change Order Section.

- **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.

- **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)

15. CONTRACTOR'S REGISTRATION EVIDENCE—Public Works Project Only!

- **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.

- **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.**

16. 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:

- **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.

- **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 the Office of the State Comptroller. 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.

- **Board of Education Requirement**

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor shall also maintain and make any or all books and records related to products transactions or services rendered under this contract, available to the Board of Education upon request.

- **Federal Contracts**

Contractors and vendors having federal contracts shall provide access to their records to duly authorized representatives of the district and any requesting Federal Agency, when applicable.

17. CONTRACTOR TRADE LICENSES-- Public Works Project Only!

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



18. 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) 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>.

19. DEBARMENT, SUSPENSION, OR DISQUALIFICATION – N.J.S.A. 52:32-44.1 (a), (N.J.A.C. 17:19-1.1 et seq.) 2 CFR Appendix II, Section (H): 2 CFR 200.318 (h)

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.

- **Certification of Federal Non-Debarment for Public Works Contracts**

Pursuant to N.J.S.A. 52:32-44.1, a contractor who contracts with the Board of Education for a public works project must provide written certification, prior to the award of contract, the contractor is not debarred by the federal government from contracting with a federal agency.

- **Certification Form**

As part of the bid specifications, the Board provides the certification form and requests all respondents to complete the form and submit the certification form with the bid response package.

The Board of Education will verify any debarment, suspension or disqualification by consulting with the

- 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 Exclusions Extract)

20. 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.

21. 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). Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.

22. EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)--Public Works Project Only!

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 that 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.

23. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a proposal, acknowledges that he 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.

24. 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 \$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 \$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.

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

25. 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.

26. 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** with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage and Products Liability.

- **Automobile Liability** with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- **Cyber Security and Privacy Liability** with a \$1,000,000 per occurrence or claim.

Other Insurance Coverage

- \$ 100,000 Pollution Cleanup
- \$ 50,000 Fire Damage
- \$ 5,000 Medical Expense
- \$4,000,000 Excess Umbrella Liability
- \$1,000,000 Sexual Harassment, Abuse or Molestation

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.

Pleasantville Board of Education
 School Business Administrator/Board Secretary
 801 Mill Rd, 3 rd. Floor
 Pleasantville, New Jersey 08232

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

“Pleasantville 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

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.

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.

27. 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.

28. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES- (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. **The Disclosure of Investment Activities in Iran Form is to be completed, certified and submitted prior to the award of the contract.**

29. 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.

30. LIQUIDATED DAMAGES-- Public Works Project Only!

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 N.J.S.A. 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 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 that may be due or become due to the contract.

The Board may also assess the contractor for 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.

31. 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.

32. 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 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.

33. 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.

34. 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 the 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

35. PAYMENT, PARTIAL, WITHHOLDING-- Public Works Project Only!

A. Contract Thresholds; Payments

- **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)

- **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)

B. 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%) Percent
Balances Less than \$500,000 Five (5%) Percent

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)

C. Prompt Payment-- Public Works Project Only!

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 the same shall be given within the same twenty (20) days to the contractor.

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 rescheduled 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 within 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.”

D. 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.

36. PERFORMANCE REVIEW— Public Works Project Only!

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 the 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.

37. 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 excess 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 officials 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.

38. 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.

39. PRE-BID MEETING; ATTENDANCE STRONGLY ENCOURAGED!

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 the scope of work involved. Although pre-bid meetings are not mandatory, all potential bidders are strongly encouraged to attend. Please review the Technical 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 a written addendum 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:

- **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.

- **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.

- **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.

- **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.

- **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 addendum.

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

40. 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/>

41. PRE-QUALIFICATION OF BIDDERS-- Public Works Project Only!

- **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 therefore NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2.

- **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)**

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 required 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.

- **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".

- **Uncompleted Contracts (For Contracts Exceeding \$20,000)--N.J.A.C. 17:19-2.13 (a)**

The Board also requires that each bidder submits 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.

42. PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS-- Public Works Project Only!

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, at the following link. <https://www.nj.gov/labor/wageandhour/>.

- **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-- Form MW-562**

Every contractor agrees to submit to the Board of Education certified payrolls for each payroll period within ten (10) days of the payment of wages. The contractor shall use the New Jersey Department of Labor/Workforce Development **Form MW-562** for certifying payroll records. 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 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 the 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.

43. 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 the 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.

44. 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.

45. 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.

46. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Worker and Community 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
Workplace Health and Safety
Right to Know Unit
CN 368
Trenton, New Jersey 08625-0368

47. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)

No business organization, regardless of the 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.

48. SUBCONTRACTING: Subcontractor Disclosure Statement-- Public Works Project Only!

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.

- **Qualified Subcontractors**

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-- Public Works Project Only!**

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).

49. 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 School Business Administrator or 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.

50. SWORN CONTRACTOR CERTIFICATION—(Bidder's Certification)--Public Works Project Only!

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid on 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.

51. 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 the 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 the 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 or equipment.

52. 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 by the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply the 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.

53. 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 the property of the Board of Education.

CERTIFICATIONS SECTION; FEDERAL CONTRACT PROVISIONS

Final Note: As a requirement for submission of the bid, all bidders are to read the CERTIFICATIONS Section for FEDERAL CONTRACT PROVISIONS, found at the end of the bid package. Bidders shall be responsible for completion, execution and submission of required CERTIFICATION documents.

PLEASANTVILLE 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)).

**Mrs. Daile White
School Business Administrator/Board Secretary**

To be completed, signed and returned with Bid.

ACKNOWLEDGEMENT OF ADDENDUM

Aisle Containment Systems and Back Up Power System Units

Bid No. PPS 23-30

Bid Date: Wednesday, August 23, 2023

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during the 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 _____ Title _____

To be completed, signed and returned with Bid.

AFFIRMATIVE ACTION QUESTIONNAIRE

Bid Number PPS 23-30

Bid Date: Wednesday, August 23, 2023

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

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

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

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

Click on "AA 302 Employee Information Report"

Complete and submit the form with the appropriate payment to:

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

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

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

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

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

City, State, Zip _____

To be completed, signed and returned with 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 its 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 the 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 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 _____

Bid No. **PPS 23-30**

To be completed, signed and returned with Bid.

Pleasantville 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

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

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 _____

Bid No. PPS 23-30

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.

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

County Name: Atlantic

State: Governor, and Legislative Leadership Committees
Legislative District #: 1, 2 & 9
State Senator and two members of the General Assembly per district.

County:

Freeholders Surrogate	County Clerk Registrar of Deeds	Sheriff
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Municipalities (Mayor and members of governing body, regardless of title):

Absecon City	Estell Manor City	Mullica Township
Atlantic City	Folsom Borough	Northfield City
Brigantine City	Galloway Township	Pleasantville City
Buena Vista Township	Hammonton Town	Somers Point City
Corbin City	Linwood City	Ventnor City
Egg Harbor City	Longport Borough	Weymouth Township
Egg Harbor Township	Margate City	

Boards of Education (Members of the Board):

Absecon City	Folsom Borough	Mainland Regional
Atlantic City	Galloway Township	Mullica Township
Buena Regional	Greater Egg Harbor Regional	Northfield City
Egg Harbor City	Hamilton Township	Pleasantville City
Egg Harbor Township	Hammonton Town	Somers Point City
Estell Manor City	Longport	Weymouth Township

Fire Districts (Board of Fire Commissioners):

Buena Borough Fire District No. 1
Buena Borough Fire District No. 2
Buena Vista Township Fire District No. 1
Buena Vista Township Fire District No. 2

Buena Vista Township Fire District No. 3

Buena Vista Township Fire District No. 4

Buena Vista Township Fire District No. 5

To be completed, signed and returned with Bid.

Pleasantville Board of Education

CONTRACTOR QUESTIONNAIRE/CERTIFICATION

Aisle Containment Systems and Back Up Power System Units

Bid No. PPS 23-30

Bid Date: Wednesday, August 23, 2023

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip _____

Business Phone Number () _____ Extension _____

Emergency Phone Number () _____ FAX NO. () _____

E-Mail _____ FEIN No. _____

DUNS Code (if applicable) _____ CAGE Code (if applicable) _____

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)

Aisle Containment Systems and Back Up Power System Units

Bid No. PPS 23-30

Bid Date: Wednesday, August 23, 2023

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 three (3) public school districts in New Jersey within the past seven (7) 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: _____

(Form continued on next page)

Aisle Containment Systems and Back Up Power System Units

Bid No. PPS 23-30

Bid Date: Wednesday, August 23, 2023

Name of Company

References

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

	<u>Firm</u>	<u>Principal</u>	<u>Phone Number</u>
1.	n/a	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Name of Company

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

<u>Bank</u>	<u>Officer</u>	<u>Phone Number</u>
_____	_____	_____

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

	<u>Firm</u>	<u>Principal</u>	<u>Phone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

(Form continued on next page)

To be completed, signed and returned with Bid.

CONTRACTOR QUESTIONNAIRE/CERTIFICATION--PAGE 4

Aisle Containment Systems and Back Up Power System Units

Bid No. PPS 23-30

Bid Date: Wednesday, August 23, 2023

Name of Company

CERTIFICATIONS

• **Debarment/Suspension**

I certify that the entity listed on the form or any person employed by this entity, nor the person's affiliates are not debarred or suspended from contracting with a federal government agency, nor debarred or suspended 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 Pleasantville 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 things 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 Contracting Laws.

President or Authorized Agent

Signature

PLEASANTVILLE BOARD OF EDUCATION
Prohibited Russia-Belarus Activities & Iran Investment Activities

COMPANY, PERSON, OR ENTITY _____

PART 1: CERTIFICATION

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

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

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

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

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

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

CONTRACT AWARDS AND RENEWALS

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

CONTRACT AMENDMENTS AND EXTENSIONS

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

PPS 23-30

PLEASANTVILLE BOARD OF EDUCATION
Prohibited Russia-Belarus Activities & Iran Investment Activities

IF UNABLE TO CERTIFY

□ *I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

PART 2: ADDITIONAL INFORMATION

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the **space below** and, if needed, on additional sheets provided by you.

PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Anytown Board of Education is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Anytown Board of Education to notify the Anytown Board of Education in writing of any changes to the answers of information contained herein.

I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <Anytown Board of Education> and that the <Anytown Board of Education> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Company, Entity _____
Full Name (Print) _____ Title _____
Signature _____ Date _____

PPS 23-30

To be completed, signed and returned with Bid.

NON-COLLUSION AFFIDAVIT

Aisle Containment Systems and Back Up Power System Units

Bid No. PPS 23-30

Bid Date: Wednesday, August 23, 2023

I, _____ of the City of _____

in the County of _____ and the State of _____

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

I am _____ of the _____
Title Name of Company

I am 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 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 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/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

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

NOTARY PUBLIC SIGNATURE Print Name of Notary Public

My commission expires _____, _____.
Month Day Year

SEAL

STAMP

To be completed, signed and returned with Bid

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 owns 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 *Pleasantville 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.

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;
Certificate of Employee Information Report; or
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

PLEASANTVILLE BOARD OF EDUCATION

**TECHNICAL
SPECIFICATIONS**

**Mrs. Daile White
School Business Administrator/Board Secretary**

PLEASANTVILLE BOARD OF EDUCATION
PLEASANTVILLE, NEW JERSEY 08232
Technical Specifications—Goods and Services Bid

Aisle Containment Systems and Back Up Power System Units

Intent of Bid

The Pleasantville Board of Education wishes to purchase Aisle Containment Systems and Back Up Power System Units as specified for the Pleasantville Public School District.

Items to Bid

The Board of Education requests bid prices for the Aisle Containment Systems and Back Up Power System Units listed in the bid specifications. All equipment shall be brand new, never used. The Board will not consider or accept prices on any refurbished, reconditioned or used equipment.

Brand Name or Equivalent

Whenever a brand name appears in the bid specifications, “brand name or equivalent” may be acceptable upon review and approval of the Director of Information Technology and the School Business Administrator.

When bidding on another brand name, **bidders are to provide a detailed product specification sheet fully explaining the substitute product. It will be the responsibility of the bidder to prove equivalency. Failure to submit a detailed product specification sheet may be cause for disqualification of the bid for the particular item.**

Delivery Costs—Included in Bid Price

All bid prices listed on the bid proposal form are to include all

- Freight, Shipping and Handling Costs
- Inside Delivery Costs
- Spotted Delivery Costs which include assembly, installation and setup of equipment to determine good working order of the equipment.

The Board will not pay any other delivery costs.

Delivery, Setup and Installation Costs—Included in Bid Price

All bid prices listed on the bid proposal form are to include all:

- Freight, Shipping and Handling Costs
- Spotted Delivery Costs which include assembly, installation and setup of equipment to determine good working order of the equipment.

All equipment shall be received at the building fully protected. It will be the responsibility of the Vendor/ Equipment Contractor to protect the equipment until completely accepted.

IMPORTANT – Delivery type will be Spotted Delivery

Items are to be delivered to the identified Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school location. The Board reminds all bidders that bid prices for equipment are to include all freight and spotted delivery to the school location sites, uncrating of equipment, standard industry assembly and installation, if necessary, and removal of all debris. **The Board will not pay any other delivery charges. School district personnel will not be able to assist in the delivery process.**

REMOVAL AND DISPOSAL OF OLD EQUIPMENT

As part of this contract and at no extra cost to the district, the contractor shall remove from Board of Education property all old equipment (detail of items for disposal shall be reviewed by Director of Information Technology). There will be instances where the District will be keeping certain equipment. It is expected the old equipment will be disposed of by the contractor in an environmentally sound manner.

PRE-BID MEETING

A pre-bid meeting for this project is scheduled for:

Wednesday, August 2, 2023, at 11:00 a.m.
Pleasantville Middle School
801 Mill Rd,
Pleasantville, New Jersey 08232

The purpose of this meeting is to review the legal and technical requirements of the bid proposal. While attendance is not mandatory, prospective bidders are strongly encouraged to attend this important meeting. Addenda to this bid proposal may be issued as a result of the pre-bid meeting. Addenda will be posted under Purchasing in the Pleasantville Board of Education home website. **If you need to schedule a walk through please contract Mrs. Mala Samaroo at 609-383-3148 or cell phone 609-222-3448.**

Authorization to Order/Deliver Goods

No equipment is to be ordered or delivered unless the successful contractor receives an approved purchase order authorizing the ordering and delivery of the equipment.

Award of Contract—Meeting Date—Lead Time for Delivery

It is the intention of the Board of Education to award each contract at **the** Board meeting with purchase orders being issued to the successful vendor/contractor. The vendor/contractor is to inform the School Business Administrator of the lead time for the delivery of the equipment.

Entrance Conference—Job Meeting—Prior to Ordering Equipment

Upon award of contract to the lowest responsible bidder and prior to the ordering of any equipment, the Network Server Infrastructure Contractor shall attend an entrance conference-job meeting with school officials. A delivery schedule shall be prepared for mutual agreement and implementation.

Aisle Containment Systems and Back Up Power System Units

BID PROPOSAL FORM

Bid Date: Wednesday, August 23, 2023

Bid Number: PPS 23-30

Scope of Work

The Pleasantville School Districts will accept proposals from qualified vendors to equip data centers and network switch closets/areas with Aisle Containment Solutions and appropriate and Back Up Power Control Systems.

The successful vendor shall be responsible for the assessment of the data center areas and switch closets and provide a suitable solution to meet the needs of Aisle containment and Backup Power Controls where necessary for all data center and switch closet areas. Aisle containment systems should be designed to maximize cooling predictability, capacity and efficiency at the Rack, row and room level.

Aisle containment solutions: must meet the needs of a cooling system that completely separates the cold supply airflow from the hot equipment exhaust air. The provided solutions must ultimately create an even and consistent supply temperature to the intake of data center and switch closet equipment and electronics and must be flexible to meet the following requirements

Options available for custom configuration in areas of deployment

- Provide a design solution applicable to the IT Space to integrate Aisle containment design and UPS Systems under section 2 of this bid document
- Cost-effectively minimize air mixing between the hot and cold aisle while keeping the uniform cold air supply in front of the servers and switches for long durations of time
- Increase Density, Capacity and Efficiency
- Optimize cooling Efficiency – Continuous dynamic adaption to load
- Elimination of Hot and Cold Air Mixing: Uniform temperatures for all IT Equipment
- Integrate the Cooling Unit Air Flow Delivery with the IT Equipment Requirements
- Recommended solution for Environmental Monitoring of Temperatures both at the Appliance Level and within an online portal
- Secure Locking Mechanism
- Contain sensors to detect overheating to ensure functionality of appliance
- Provision of Rack Solutions in spaces/areas as needed to meet aisle containment needs
- Training guidelines should be provided as necessary for the effective maintenance of all systems

Statement of Needs: Uninterruptible Power Supply (UPS)

The successful vendor shall be responsible for the assessment of datacenter areas and switch closets and provide a suitable solution to meet the needs of supplying Interruptible Power Supply Units for Power Protection and control application.

The proposed solution must meet the following requirements:

- SMART -UPS – Systems must be able to be monitored via a web-based portal
- Provide a design solution applicable to the IT Space to integrate Isle containment design and UPS Systems under section 2 of this bid document
- Industrial Grade UPS Systems for Data Center and Rack Mounted Units where applicable
- N+1 design configuration should be considered when designing and recommending this solution
- Runtime for Main Data Centers should include Redundancy Options
- Runtime should be recommended to carry the load until the generators start and the load is transferred.
- Training guidelines should be provided as necessary for the effective maintenance of all systems

Notes: Vendors are expected to complete a full walkthrough to assess the following:

- Images of Data Centers and Switch closets
- Assessment of Each Data Center/Closet Space to assess equipment to be supported

To be completed, signed and returned with Bid.

Pleasantville Public Schools PPS 23-30

Aisle Containment System and Backup Power Supply Units Vendor _____

<u>Aisle Containment Solutions</u>					
High School	Middle School	North Main	South Main	Leeds Ave	Washington Ave
<u>Backup Power Supply Units</u>					
High School	Middle School	North Main	South Main	Leeds Ave	Washington Ave
<u>Extended Warranty</u>					
High School	Middle School	North Main	South Main	Leeds Ave	Washington Ave
Total Cost Per Location					

FORWARD OF CONTRACT

It is the intention of the Board of Education to award the contract to the lowest responsible bidders based upon cost of project. Bidders must be able to bid on all items.

Name of Company: _____
 Address: _____
 City, State, Zip: _____
 Authorized Agent: _____
 Title: _____
 E-Mail: _____
 Authorized Signature: _____
 Date: _____

PLEASANTVILLE PUBLIC SCHOOLS

BUSINESS OFFICE

801 Mill Road 3rd Floor
Pleasantville, New Jersey 08232

All Addresses are Pleasantville, New Jersey 08232

Pleasantville High School

701 Mill Road
(609) 383-6900

North Main Street School

215 North Main Street
(609) 383-6885

Pleasantville Middle School

801 Mill Road
(609) 383-6855

South Main Street School

701 South Main Street
(609) 383-6895

Leeds Avenue School

100 West Leeds Avenue
(609) 383-6878

Washington Avenue School

225 West Washington Avenue
(609)-383-6865

PLEASANTVILLE BOARD OF EDUCATION

General Conditions; Requirements and Terms

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

Workers and COVID-19

All tradespeople 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 the 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 when required by policy.

➤ **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.

➤ **Limiting of sharing tools, equipment and machinery, whenever possible**

➤ **COVID-19 Symptoms and Exposure**

Contractor is monitoring the health of his/her workers and advise the district of any employees that appear to have symptoms of COVID-19 or report workers who have had exposure to COVID-19.

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.

Clean-Up and Adjustments

Contractors are to note the following:

Repair of deficiencies - Installations noted as deficient during an inspection by the Building and Grounds Department 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 Building and Grounds or his designated agent.

Debris - Contractor is responsible for removal and off-site 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 the complete inspection, the contractor shall do a final cleaning. All areas of the site damaged by the work of the contractor shall be restored to their 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 School Business Administrator/Board Secretary.

- **Contact with Staff and Students**

Contractor personnel are reminded not to 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**

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>.

Contractor Personnel (continued)

School Security System

The school district requires all contractors to go through the district's school security system. All workers will have to produce a valid driver's license to be entered into the security system. The background check is to be performed by scanning a driver's license or other government-issued identification card through a computer and software program provided by the district. This program will scan the worker's personal identification, and check against a national sex offender database.

Any contractor red-flagged through this database will not be allowed to perform any type of work on-site and will be required to leave the site. Should a contractor want to appeal a red flag from the owner's security system, the contractor must submit to a Criminal History Review.

- **Equipment and Tool Use**

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

- **Food, Drink and Meals**

Contractor personnel should refrain at all times (whenever possible) from bringing food or drink on board of education property. Contractor personnel should make every attempt to take breaks, lunches or dinners off board of education property.

Contractor personnel are strictly prohibited from purchasing food or drink from school snack bars or cafeterias unless given express permission from school officials and while under the direct supervision of school officials. This does not mean that contractor personnel are prohibited to purchase food or drink from authorized school vending machines, again when given express permission by school officials.

- **Identification Cards; Badges; Uniforms**

All contractor personnel shall wear laminated picture identification on the left breast area of their uniform as issued by the contractor. The identification badge shall clearly display the individual's last name, first name printed in block letters underneath the picture. The identification badge must also include the company's name and logo. Personnel without proper identification will not be permitted to enter the building to work.

- **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)

Contractor Personnel (continued)

- **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 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.

- **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 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.

The use of personal or business cell phones will be limited to contacting work supervisors or in case of emergencies. Contractor personnel are encouraged not to make personal calls during work activities for the school district.

- **Work Clothes; Shoes—Appropriate for Work**

The contractor must ensure that all personnel are wearing a company uniform and company identification. The uniforms 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 the conservation of energy, water, and material.

Contractor Personnel (continued)

Coordination of Activities

All activities for this project and work will be coordinated through:

Mrs. Daile Dixon-White
School Business Administrator/Board Secretary
and
Mrs. Mala Samaroo
Director of Information Technology

Prevailing Wages; When Applicable

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; When Applicable

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 ensure 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; When Applicable

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 Building and Grounds 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.

➤ 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 and Grounds Department or responsible department head.

Contractor Personnel (continued)

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 the 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 electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed.

Utility Services

The 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.

The 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 authorities having jurisdiction.

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

PLEASANTVILLE BOARD OF EDUCATION
PLEASANTVILLE, NEW JERSEY

FEDERAL CONTRACT PROVISIONS

Appendix II to Part 200

CERTIFICATIONS

Public Works, Goods and Services; Food Services Contracts

REVIEW AND SIGN:

Attachment A

Attachment B

Attachment C

Certification of Non-Debarment

SUBMIT FORMS WITH BID/PROPOSAL AND CONTRACT DOCUMENTS

Mrs. Daile Dixon-White
School Business Administrator/Board Secretary

Federal Contract Requirements/Certifications

The Board of Education and the Contractor acknowledge that this Contract is funded in part or entirely by the Federal Government and the parties agree to comply with all sections of the **Federal Uniform Administrative Requirements 2 CFR Part 200 et seq.**, including, but not limited to, the following:

Please Note: Food Services Contracts—When Applicable/NA

The Board of Education also procures goods and services paid from federal funds received by the school district as it pertains to the Food Services Department.

When applicable, contractors shall comply with the Board’s Specifications and General Requirements for Food Services contracts, and the following Federal Regulations:

- National School Lunch Program 7 CFR 210.21
- School Breakfast Program 7 CFR 220.16
- Special Milk Program 7 CFR 215.14(a)
- Summer Food Service Program 7 CFR 225.17
- Buy American 7 CFR 210.21(d)

Specific Contract Requirements

The Contractor shall comply with all aspects of the Board’s Specifications and General Requirements for Public Works Contracts or Bid Specifications and General Requirements for Goods and Services Contracts as pertain to this Contract. In the event of a conflict between the said Specifications and General Requirements, the Public-School Contracts Law at N.J.S.A. 18A: 18A-1 et seq. and Federal Procurement Regulations, the stricter requirements shall govern.

ALL CONTRACTS, AWARDED BY A RECIPIENT, INCLUDING SMALL PURCHASES, SHALL CONTAIN THE FOLLOWING PROVISIONS AS APPLICABLE:

Equal Employment Opportunity *–If the contract exceeds \$10,000, it shall contain a provision requiring compliance with E.O. 11246 – Equal Employment Opportunity, as amended by E.O. 11375 – Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.*

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions:

Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards 2 CFR Appendix II to Part 200 and Other Contract Provisions

All contractors and vendors submitting proposals for public works, construction, goods and services when Federal Funds are being expended agree to comply with the following contract provisions:

Small Businesses, Minority Businesses, and Women’s Businesses 2 CFR 200.321 (a)

If the Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women’s businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall consist of: (1) including qualified small, minority, and women’s businesses on solicitation lists; (2) assuring that small, minority, and women’s businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women’s businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women’s businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and sub-grants in excess of \$2,000 for construction or repairs awarded by recipients and sub-recipients must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages

(3) Withholding for unpaid wages and liquidated damages. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act/Clean Water Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor also agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

Byrd Anti-Lobbying Amendment (31 U.S. C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the attached certification. (See Attachment B to this Addendum). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the recipient.

Buy American—7 CFR 210.21 (d) and N.J.S.A. 18A:18A-20; 2 CFR 200.322 Domestic Preferences for Procurements.

The Purchasing Agent shall take all necessary steps to provide in the specifications for goods and services, and to take to the maximum effort practicable to purchase manufactured and farm products and/or “domestic commodity or products” (51% or more), of the United States be used, wherever available for the food services program. This “Buy American” clause is in compliance with 7 CFR 210.21 (d), N.J.S.A. 18A:18A-20 and the Buy American Provisions as outlined in the USDA Memo SP 38-2017 dated June 30, 2017.

The Purchasing Agent should to the greatest extent practicable under a [Federal award](#), provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United [States](#) (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Debarment and Suspension—2 CFR Appendix II Section (H) (E.O. 12549 and E.O. 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p 235). Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (Ref. 2 CFR 200.212) (See Attachment C to this Addendum)

Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees. (Authority: 20 U.S.C. 1221e-3, 3474; OMB Circular A-110)

The Contractor shall complete and submit a Certification of Non-Debarment for Federal Government Contracts form as provided in this document.

Procurement of Recovered Materials (Solid Waste Disposal Act; Resource Conservation and Recovery Act)

The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Political Activities (Hatch Act, 31 USC § 1352)

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity of any kind or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies. The contractor shall at all times comply with 31 U.S.C. § 1352.

Energy Efficiency Standards

The Contractor and the Board shall comply with environmental standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PUB.L.94-163, 89 STAT.871).

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 by the District by the contractor's breach of this agreement. The Board may withhold payment due to the contractor and apply the 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.

STANDARDS (CODE) OF CONDUCT; CONFLICTS OF INTERESTS/GRATUITIES:

The PLEASANTVILLE BOARD OF EDUCATION pursuant to **Federal Regulation 2 CFR 200.318 (c) (1), N.J.S.A. 18A:18A-1 et seq., and N.J.S.A. 18A:12-21 et seq.**, hereby establishes the following *Standards of Conduct; Conflict of Interests* in the selection, award and administration of contracts using federal funds.

ALL PROCUREMENTS MUST ENSURE THAT THERE IS OPEN AND FREE COMPETITION AND ADHERE TO THE MOST RESTRICTIVE FEDERAL/STATE/LOCAL REQUIREMENTS.

Conflict of Interest

No employee, officer, or agent of PLEASANTVILLE BOARD OF EDUCATION may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No person officially connected with, or employed in, the PLEASANTVILLE BOARD OF EDUCATION shall be an agent for, or be in any way pecuniary or beneficially interested in, or receive any compensation or reward of any kind for, the sale of any textbooks, school apparatus or supplies of any kind, for use in the school district with which he is connected or by which he is employed or within the state or part thereof over which his jurisdiction extends, upon penalty of removal from office or of revocation of his certificate to teach or to administer, direct or supervise the teaching, instruction or educational guidance of pupils in the public schools, but the prohibition of this section shall not prevent any person from receiving royalties upon the sale of any textbook of which he is the author. N.J.S.A. 18A:6-8

No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment. No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family. N.J.S.A. 18A:12-24 (c)

Solicitation/Receipt/Acceptance of Gratuities, Favors and Gifts from Contractors

The officers, employees, and agents of PLEASANTVILLE BOARD OF EDUCATION may neither solicit nor accept gratuities, favors, gifts or anything of monetary value from contractors or parties to subcontracts.

School board members, school officials and employees, or members of their immediate family are prohibited from soliciting, receiving or agreeing to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, favor, loan, service, or other things of value from any person, firm, corporation, partnership, or business that is a recipient of a purchase order from the district, or a potential bidder, or an applicant for any contract with the district, based upon an understanding that what is solicited or offered was for the purpose of influencing the board member or school employee in the discharge of their official duties. N.J.S.A. 18A:12-24 (c); 2 CFR 200.318 (c)(1)

Contractor/Vendor Responsibility – Doing Business with the Board of Education

Any vendor doing business or proposing to do business with the PLEASANTVILLE 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 things of value of any kind to any official or employee of the Board or any member of the official's or employee's immediate family. No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Disciplinary Actions for Violations of Standards

Officers, employees and agents of PLEASANTVILLE BOARD OF EDUCATION who violate the standards of conduct, shall be subject to administrative disciplinary actions which may lead to suspension of employment; removal of office and revocation of his certificate to teach or administer in the State of New Jersey.

STEVENS AMENDMENT

The PLEASANTVILLE BOARD OF EDUCATION recognizes its obligation as it pertains to the Stevens Amendment, Section 8136 of the Department of Defense Appropriations Act (P.L. 104-134, Sec.507) which requires the board of education to state clearly the

- Percentage of the total cost of the project that will be financed with federal money;
- Dollar amount of federal funds for the project; and
- Percentage and dollar amount of the total cost of the project that will be financed by non-government sources (if any).

The above statements shall be made in all press releases, requests for proposals, bid solicitations and other documents or announcement describing the project.

Complete, Sign & Return

ATTACHMENT B
CERTIFICATION REGARDING LOBBYING

Complete, Sign & Return

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* NAME OF APPLICANT'S ORGANIZATION

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:

*Last Name: Suffix:

*Title:

*SIGNATURE: *DATE:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.212 , for all lower tier transactions meeting the threshold and tier requirements stated at Section 200.212.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension *and/or* debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “ person,” “primary covered transaction,” “ principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension *and/or* debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

CERTIFICATION OF NON-DEBARMENT

FOR FEDERAL GOVERNMENT CONTRACTS

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

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

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

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the PLEASANTVILLE 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 date of contract award by 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 Board of Education , permitting the Board of Education to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

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

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
--------------------------	---

Name of Individual or Organization	
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Physical Address	
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OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
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Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
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Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
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Physical Address	
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OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
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Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **PLEASANTVILLE 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 date of contract award **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 **Board of Education**, permitting the **Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Physical Address

****Add additional sheets if necessary****

OR

<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
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Section B (skip if no business entities are listed in Section A of Part IV)



Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV

Physical Address

****Add additional Sheets if necessary****

OR



No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I**, does not own greater than 50 percent of any entity that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **PLEASANTVILLE 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 date of contract award by **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 **Board of Education**, permitting the **Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Title:

Signature:

Date:

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, rubber stamp, electronic or digital signatures.

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

Daile Dixon-White
School Business Administrator/Board Secretary