

ORANGE BOARD OF EDUCATION
ORANGE, NEW JERSEY



**Bid Specifications & General
Requirements**

**CUSTODIAL AND GROUNDS
OPERATIONS MANAGEMENT
SERVICES**

Wednesday, June 30, 2021

Bid Opening Date

10:00 a.m.

Bid Opening Time

ORANGE BOARD OF EDUCATION
ORANGE, NEW JERSEY

Bid Advertisement

The Orange Board of Education hereby advertises for competitive bid pricing and solicits for bids in accordance with *N.J.S.A.* 18A:18A-21(a) and (b), for:

CUSTODIAL AND GROUNDS OPERATIONS MANAGEMENT SERVICES

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

Dr. Edward J Izbicki
Interim Board Secretary/Business Administrator
Orange School District
451 Lincoln Avenue
Orange, NJ 07050
Email: IzbickEd@orange.k12.nj.us

Due to the pandemic, and in accordance with Local Finance Notice 2020-10, the District will accept hand-delivered bid packages at a secure lockbox. Bidders using this option are to submit bids in a box labeled “Bids Drop Off”, to be placed at the Main entrance of the Orange Board of Education, 451 Lincoln Avenue, Orange, New Jersey 07050 up until 2 hours prior to the Bid Opening Time as indicated on this Bid. The District would prefer bids submitted in a sealed envelope and sent through overnight or certified mail to Orange Board of Education, Office of the Dr. Edward Izbicki, Interim School Business Administrator/Board Secretary, 451 Lincoln Avenue, Orange, New Jersey 07050, *on or before* date and time indicated below. Proposals that are submitted are to be sealed. Proposals must be submitted in duplicate on the submittal forms as provided, and in the manner designated. The Board requires one original and one duplicate copy of the proposal package. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the proposal packet, exactly as submitted. Failure to properly label the proposal envelope may lead to rejection of the proposal. The envelope is to bear the following information:

| | |
|------------------------|--------------------------------------------------------------------|
| Title: | <u>Custodial and Grounds Operations Management Services</u> |
| Name of the Bidder: | _____ |
| Address of the Bidder: | _____ |
| Bid Date: | <u>Wednesday, June 30, 2021</u> |
| Bid Opening Time: | <u>10:00 a.m.</u> |

Location of Bid Opening Orange Board of Education
 451 Lincoln Avenue
 Orange, NJ 07050

There will be a walk-thru for the above mentioned bid on Monday June 28, 2021 at 9:00 a.m. at 451 Lincoln Avenue in Orange, NJ 07050.

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.

Bidders are required to comply with the requirements of *N.J.S.A.* 10:5-31 *et seq.*, and *N.J.A.C.* 17:27-1 *et seq.*

Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the Orange Board of Education, for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.

The Board of Education reserves the right to reject any or all bids pursuant to *N.J.S.A.* 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be submitted with the bid. 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.

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.

ETHICS IN PURCHASING
Statement to Vendors

Board of Education Responsibility

Recommendation of Purchases

It is the desire of the Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services. School officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with *N.J.S.A. 18A:18A-1 et. seq.*

Solicitation/Receipt of Gifts – Prohibited

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

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

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 thing 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.

Vendor Influence -- Prohibited

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.

Vendor Certification

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

ORANGE BOARD OF EDUCATION
ADVISORY INFORMATION FOR BIDDERS
Special Notice—Office of the School Business Administrator

The Board of Education during this emergent time, is currently closed and there is no guarantee the district offices will be opened by the advertised submission date. As the School Business Administrator/Board Secretary of the district, I am providing this Special Notice concerning the submission and opening of bids.

Special Notice—Office of the School Business Administrator

The Board of Education, during this emergent time, is currently closed and there is no guarantee the district offices will be opened by the advertised submission date. As the School Business Administrator/Board Secretary of the district, I am providing this Special Notice concerning the submission and opening of bids.

Submission of Bids—US Postal Service/Delivery Service

All potential bidders are encouraged to send their responses through the US Postal Service via certified mail/overnight mail delivery or other recognized delivery service that provides certification of delivery to the sender.

Submission of Bids—Hand Deliver—Box

While the use of the US Postal Service or courier service is preferred, the District will accept hand-delivered bid packages at a secure Lockbox. Bidders using this option are to submit bids in a box labeled “Bids Drop Off”, to be placed at the Main entrance located at the Orange Board of Education, 451 Lincoln Avenue, Orange, New Jersey 07050 for 2 hours prior to the Bid Opening Time indicated on this Bid. There will be no personal contact with District officials during the hand delivering of bids.

Opening of Bids—Online Live Streaming

In-person attendance is prohibited at the bid opening due to restrictions on public gatherings under the State of Emergency. To comply with this mandate, the bid opening will be conducted via online live streaming. At the bid opening, the names of the vendors and their prices will be announced on the online live streaming which may be viewed by the general public and interested parties on the advertised bid date and time. The title of the bid shall be clearly announced, and each sealed bid package shall be displayed, back and front, for the camera prior to the bids being opened. The contents of each bid package shall be read aloud upon opening, including the price(s) and noting, at minimum, the presence of any documents required to be part of the bid submission.

All potential bidders are to visit the board of education website and click on the link pertaining to the Opening of Bids via Online Live Streaming.

<https://www.orange.k12.nj.us/>

Pursuant to Local Finance Notice 2020-10, after the close of the bid, all bid packages shall be fully scanned and posted to the Board of Education website. To the extent that a document contains protected trade secrets, private telephone numbers of your employees, vendor number/FEIN/SSN numbers, or other information protected from disclosure, same should be separately noted so that it can be removed or redacted before being posted to the Board of Education website. In the event that you fail to specifically identify this information in your bid packet, the Board of Education shall NOT be responsible for any inadvertent disclosure of such information.

ORANGE BOARD OF EDUCATION

BID CHECKLIST

A. Documents to be Returned with Bid

1. Bid Proposal Form
2. Acknowledgement of Addenda (if applicable)
3. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire
4. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check)
5. Certificate of Surety
6. Bidder Comment Form – Optional
7. Business Registration Certificate – New Jersey
8. Chapter 271 Political Contribution Disclosure Form
9. Contractor/Vendor Questionnaire / Certification
10. Iran - Disclosure of Investment Activities
11. Non-Collusion Affidavit
12. Statement of Ownership

The documents listed above when required, are to be submitted with the bid package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to *N.J.S.A. 18A:18A-2(y)*.

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 question fully and accurately? | | |
| 3. Have you signed all your documents (blue ink)? No facsimile signature. | | |
| 4. Have you prepared all documents for submission? | | |
| 5. Did you make a copy of the bid package for your records? | | |
| 6. Did you submit a Bid Guarantee? Consent of Surety? (Only if required) | | |
| 7. Did you correctly address the envelope? | | |
| 8. Have you allowed ample time for the bid to reach the Business Office? | | |

ORANGE BOARD OF EDUCATION



GENERAL SPECIFICATIONS

ORANGE BOARD OF EDUCATION

CUSTODIAL AND GROUNDS OPERATIONS MANAGEMENT SERVICES

INSTRUCTIONS TO BIDDERS

1. BIDS ARE TO BE SUBMITTED TO: Dr. Edward F. Izbicki
Interim Board Secretary/Business Administrator
Orange School District
451 Lincoln Avenue
Orange, NJ 07050

BY: **10:00 a.m. PREVAILING TIME**

ON: **Wednesday, June 30, 2021**

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)*)

Bids that are submitted are to be sealed and will be unsealed and announced at the bid opening meeting.

2. Bids must be placed in a sealed envelope/package, clearly marked Custodial and Grounds Operations Management Services on the front of the envelope/package. It is understood and agreed that any person in the office of the Board of Education will be absolved from responsibility for the premature opening of any bid not properly labeled. Bidders should also keep a complete copy of the bid packet, exactly as submitted. The Board of Education does not accept electronic (e-mail) submission of bids. Failure to properly label the bid envelope may lead to the rejection of the bid.

3. BID OPENING MEETING

In person attendance is prohibited at the bid opening due to restrictions on public gatherings under the State of Emergency. To comply with this mandate, the bid opening will be conducted via online live streaming from the Orange Board of Education, 451 Lincoln Avenue, Orange, New Jersey. At the bid opening, the names of the vendors and their prices will be announced on the online live streaming which may be viewed by the general public and interested parties on the advertised bid date and time. The title of the bid shall be clearly announced, and each sealed bid package shall be displayed, back and front, for the camera prior to the bids being opened. The contents of each bid package shall be read aloud upon opening, including the price(s) and noting, at minimum, the presence of any documents required to be part of the bid submission. No bids shall be received or accepted by the Board of Education after the advertised bid date and time.

5. AFFIRMATIVE ACTION REQUIREMENTS

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 lieu 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. The parties to this contract agree to incorporate into this contract the mandatory language of the 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.

Sample Certificate of Employee Information Report


Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625


State Treasurer

VOID

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 or other required documents prior to the execution or award of contract will result in the rejection of the bid/proposal.

6. ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Board of Education offices before a single 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 must demonstrate knowledge of the Public School Contracts Law. The arbitration of claims is expressly excluded under this contract. This alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process, or to the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

7. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. §12101 et seq.

8. 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.

9. 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.).

10. BID GUARANTEE AND BONDING REQUIREMENTS (N.J.S.A. 18A:18A-24)

Please note: The name, address, and phone number of the Bond Underwriter shall be included with all bonds submitted to the Board of Education.

A. Bid Guarantee **REQUIRED**

When required, to guarantee the signing of the contract by the successful bidder, each bid must be accompanied by a bid bond, cashiers or certified check for ten per cent (10%) of the total first year's estimated billings, but not in excess of \$20,000. This guarantee shall be made payable to the Orange Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and the performance bond (if required) is filed with the Board of Education.

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

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

All bid bonds submitted, must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification 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 name, address and phone number of the Bond Underwriter shall be included with all bonds submitted to the Board.

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 (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

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 bid.

B. Certificate (Consent) of Surety

REQUIRED

When required, each bidder shall submit with its bid, a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the bid. *Failure to submit or sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package shall be deemed cause for disqualification and rejection of bid.*

C. Performance Bond

REQUIRED

When required, as a condition to enter into this contract, the successful bidder shall furnish a Performance Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the Orange Board of Education and shall be in the form required by Statute. The District reserves the right to negotiate a lower performance bond with the successful contractor, should the District determine that it is in its best interest to do so. This performance bond will guarantee the vendor's faithful performance at all terms if the contract throughout the life of the contract.

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

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

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

The Contractor shall execute a formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the contractor within ten (10) days after the receipt by the contractor of notice accepting his bid by the Board. The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

11. BID PRICE GUARANTEE – Ninety (90) Days from Award of Contract

When the Board of Education requests bid prices for supplies, materials and equipment, the contractor(s) shall agree to guarantee the bid price(s) for a period of ninety (90) days from the date of the award of contract. Contractor(s) may extend the bid price guarantee through written permission to the Board of Education.

12. BID PRICES

In the event of discrepancy between the unit price and the extension, the unit price will govern. The Board assumes no responsibility to recalculate totals if award is made on the basis of totals.

13. 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. Bidders are urged fill out and complete all entries with care.

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

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

Bidders are to submit one bid price per item. The Board will not accept multiple bids on an individual basis, nor will the Board accept a “bottom line” or “all or none” bid subject to the bidder receiving the entire contract.

14. BIDDER COMMENT SHEET

This form is for bidder’s use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the bidder does not like. The bid provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the bidder wishes to raise objection, this must be done at the pre-bid meeting, or in writing to the Architect or School Business Administrator/Board Secretary through the question process outlined in the Instructions to Bidders. Such inquiries will have a response issued by addendum only, and the resulting decision circulated to all bidders of record.

15. BIDDER’S RESPONSIBILITY FOR BID SUBMITTAL

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 envelope not properly labeled and sealed.

16. BRAND NAME OR EQUIVALENT

Whenever the Board of Education requests a brand name for a particular item, it will consider a “brand name or equivalent”. If the bidder desires to bid an equivalent item the bidder shall do the following:

- a. On the Bid Proposal Form, write in ink next to the item requested, the bidder’s substitute item, including brand name, model number and full description of item. This is the only change to the Bid Proposal Form the Board will accept.

- b. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the bid opening. With the sample item shall be a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of item.
- c. If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer's name, model number, etc.
- d. Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the bid.
- e. It is the responsibility of the bidder to demonstrate equivalency of items offered.

Please note: Bidders are to only bid brand name or equivalent. The Board will not accept multiple bids on individual items.

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

Pursuant to *N.J.S.A. 52:32-44* as amended, all bidders or companies providing responses for requested proposals, shall 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 Orange Board of Education requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal.

Failure to provide the New Jersey Business Registration Certification prior to the award of contract, will be cause for the rejection of the entire bid or proposal.

18. Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors:

A contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration. For bids and requests for proposals, the contracting agency must retain the proof of business registration in the file where documents relating to the contract are maintained. For all other contracts, proofs of business registration shall be maintained in an alphabetical file.

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 during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. A contracting agency shall not be responsible for a contractor's failure to comply with this subsection. A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, 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," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

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.

**SAMPLES OF
 NEW JERSEY
 BUSINESS
 REGISTRATION
 CERTIFICATES →**

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

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

20. COMPLIANCE WITH ALL LAWS -- *Where applicable*

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

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

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

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

21. CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

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

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

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

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

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to *N.J.S.A. 52:15C-14(d)*. The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of **five years** from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

22. CONTRACTS

A. Award of Contract, Rejection of Bid(s)

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 pursuant to *N.J.S.A.* 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities and to take such alternates that the Board feels are in the best interests of the Board. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to *N.J.S.A.* 18A:18A-36 the Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

B. Equal Prices

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

C. Return of Contracts and Related Contract Documents--When required

Upon notification of award of contract by the Board of Education, the contractor shall sign and execute a formal contract agreement between the Board of Education and the contractor.

Purchase Order—considered to be a contract. *N.J.S.A.* 18A:18A-2 (n)

If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute as a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary.

Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with the bid security becoming property of the Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

D. Renewal of Contract; Services

The Board of Education may, at its discretion, request that a contract for services 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. 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. The Board of Education is the final authority in awarding renewals of contracts.

E. Term of Contract

The minimum term of this contract is from July 1, 2021 to June 30, 2022. If the Board of Education determines that the lowest bid price is for a two-year period, then the Board of Education reserves the right to award the contract for the term of July 1, 2021 to June 30, 2023. If the Board of Education also determines that the services are being performed in an effective and efficient manner, the Board of Education may extend this contract for two one-year extension or one two-year extension periods. In order

to extend the contract, the Board of Education must approve a resolution and the terms and conditions of the contract must remain substantially the same.

F. Purchase Order Required; Notice to Proceed

No contractor or vendor shall proceed with any project, provide any service, or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

23. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

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).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System—System for Award Management—SAM.gov

24. DELETION OF BIDDERS FROM BIDDERS LIST

The Board of Education will delete the name of vendors from the Board's list of bidders if on three (3) occasions the vendor did not respond to a request for bids. A letter from the vendors stating "no bid" will not be considered as a "no response to bid."

25. DELIVERY

FOB Destination, Freight Prepaid - The contractor, to whom the contract is awarded, retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to the Board of Education upon delivery and ownership by the Board; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The Board of Education recognizes two (2) types of delivery:

A. Inside Delivery

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building.

B. Spotted Delivery

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible to then uncrate, setup, assemble items to determine good working order and remove all debris to the satisfaction of the Board of Education.

Contractors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Board of Education. If a specialized person is needed to setup, assemble or erect item, such assembly shall be completed within five (5) school days of the actual delivery date. Failure to assemble, setup, or erect items within the stated time may result in a \$100.00 per day assessment against the bidder for each day items are not assembled, setup or erected.

The Board of Education will not be responsible for any extra delivery costs. All bid prices for materials, goods and supplies are to include all shipping, freight, delivery and handling costs.

Specific delivery instructions are provided in the General Specifications.

Please note! All packages, boxes, cartons etc., when delivered, must be plainly marked on the outside as to contents, and the Board of Education's purchase order number must be clearly printed on the packages, boxes, cartons, etc.

Delivery Guarantee

The contractor agrees to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications. Failure to deliver the designated items within the prescribed period of time shall cause the Board of Education to deduct penalties as per the schedule listed in the general specifications.

The contractor shall deliver items to the school Monday through Friday 9:00 a.m. through 2:00 p.m. Vendors are to secure written permission from the Board/Business to deliver items during times other than previously mentioned.

26. 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 at 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.

27. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

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

Forms provided by the Board of Education that must be returned with bid. Please check your bid package for these forms!

- Acknowledgement of Addenda (if applicable)
- Affirmative Action Questionnaire
- Bid Proposal Form
- Bidder Comment Form – Optional
- Chapter 271 Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire / Certification
- Disclosure of Investment Activities in Iran
- Non-Collusion Affidavit
- Statement of Ownership

Please check your package for these forms!

28. ESTIMATED QUANTITIES

It is the intention of the Board of Education to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Board intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be

some deviation to the number of items actually ordered because of budgeting and financial constraints of the school district.

29. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a proposal, acknowledges that she/he has carefully examined the bid specifications, documents, addenda (if any), and the site; and that from his/her investigation, he/she 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/she fully understands the intent and purpose thereof, her/his obligations thereunder, and that he/she 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 her/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.

30. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree. Bidders 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 public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, 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.

31. 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, public health emergency, 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.

32. INSURANCE

REQUIRED

When required by the Board of Education, the vendor/contractor to whom the contract is awarded shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis, including the following:

- a. Premises operations;
- b. Independent contractor's protection;
- c. Products and completed operations;
- d. Contractual;
- e. Owned, non-owned and hired motor vehicles;
- f. Broad form coverage for property damage.

The above coverage will be provided at the following limits:

- g. Bodily injury: \$1,000,000 each person/\$3,000,000 each occurrence.
- h. Personal injury: \$1,000,000 each person/\$3,000,000 each occurrence.
- i. Property damage: \$3,000,000 each occurrence.
- j. Independent contractors: same limits as above.
- k. Contractual liability: same limits as above.
- l. Products liability: same limits as above.
- m. Workers' Compensation - New Jersey Statutory coverage and Employer's liability - \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease - each employee.
- n. Fidelity bonding to cover employee dishonesty, with \$50,000 limit.
- o. Comprehensive Automobile liability Insurance with the following minimum limits of liability: Bodily Injury and Property Damage Combined Single Limit: \$1,000,000 each accident. The insurance is to apply to all owned, non-owned and hired automobiles used by Contractor in the performance of the work.
- p. Commercial Excess Umbrella Liability shall be provided for a minimum limit of \$5,000,000 each occurrence/\$5,000,000 aggregate.
- q. The insurance coverage outlined above are to include the Orange Board of Education, and separately, as an additional insured with respect to its liability arising out of operations performed under this contract or purchase order.
- r. If by the terms of this insurance any mandatory deductibles are required, the contractor shall be responsible for payment of such mandatory deductibles in the event of a paid claim. Notice of cancellation or material change in such insurance policies must be submitted to the Board not less than thirty (30) days prior to the effective date.

33. INDEMNIFICATION

The vendor/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, attorneys 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 performed and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement. The vendor/contractor is to assume all liability of every sort incident to the work, including property damage caused by him/her or his/her men or by any subcontractor employed by him/her or any of the subcontractor's men.

34. INTERPRETATIONS AND ADDENDA

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 must be received at least ten (10) 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 a written addenda to the specifications. The addenda will be provided in accordance with *N.J.S.A. 18A:18A-21(c)* to the bidders by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

35. 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 Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract, must complete a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Divisions website:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59). In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form. The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form with the bid/proposal shall be cause for rejection of the proposal.

36. LIABILITY – COPYRIGHT

The contractor 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 this contract.

37. NON-COLLUSION AFFIDAVIT

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

contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid. The respondent has to further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the respondent.

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

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

38. START-UP

Contractor will provide additional management as needed to assist in the start-up of the contract typically lasting one to three months. All start-up costs shall be depreciated on a straight line basis over a period of three years. In the event that the Contract is terminated prior to complete depreciation of the start up costs, the School District shall pay Contractor an amount equal to the depreciated amount remaining as the date of termination.

39. VISIT TO SITE

Each bidder shall visit the site and be familiar with the work required, and verify all dimensions and existing conditions.

40. EQUIPMENT & SUPPLIES PROVIDED

Contractor shall provide a list of all equipment to be used at the School District. The equipment shall be new and of a name brand, not privately labeled. The list shall include a description of equipment with make, model and its depreciated term. All equipment shall be depreciated on a basis over a period of its useful life. Title to said equipment shall pass to the School District upon completion of its depreciation. In the event that the Contract is terminated prior to complete depreciation of the equipment, the School District shall pay the Contractor or shall cause a succeeding contractor to pay Contractor an amount equal to the depreciated amount remaining as of the date of termination.

The Contractor shall also provide all cleaners, germicides, floor finishes, paper, and plastics to properly perform the specifications. All chemicals shall be properly labeled and comply with "Right to Know" requirements. Documentation required by the state for any chemical utilized within the scope of this contract

shall be provided by the Contractor to the District. Contractor shall provide a list of aforementioned supplies to be utilized in the scope of the contract. The supplies shall be of a name brand and not privately labeled. The contractor will provide and pay for all mop head laundering costs.

41. STAFFING

Contractor will recommend a staffing level of how many FTE's are required to perform the custodial and grounds functions. The definition of full services used in this document is all employees will be provided by the contractor.

42. CUSTODIAL AND MAINTENANCE REPORTING SYSTEM.

Contractor must be able to adopt district custodial and maintenance reporting system: School Dude.

43. CONTRACTOR CREDENTIALS

The successful bidder may be required to provide a sworn statement of the financial responsibility of recent date, the scope and proximity of the support staff, their credentials, and the training and educational programs included for his/her own employees.

44. Public Works Certificate

In addition to the requirements under N.J.S.A 10:5-31 at seq. and N.J.A.C 17:27 each bidder is required to provide a public works certificate.

45. PAYMENTS

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

- Signed voucher by vendor; and
- Invoices.

Payment will be rendered upon completion of services or delivery of full order of goods/materials/supplies. Pursuant to the New Jersey Prompt Payment Law-- *N.J.S.A. 18A:18A-10.1*, unless otherwise provided for in the contract, the required payment date shall be ninety (90) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be 90 calendar days from the receipt of a properly executed invoice, or 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services are rendered.

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the purchase order number from the board of education.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the goods or services rendered.
- The invoice must be submitted to the Business Office.
- Invoices must be submitted within thirty (30) days of service

46. POLITICAL CONTRIBUTIONS DISCLOSURE – PAY TO PLAY

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-20.13 (P.L. 2005 Chapter 271 section 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 (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.

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

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

POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

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

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)

“No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at *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, c83 (codified at *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 4.1(e) 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) (4)

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*.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal. Failure to provide the completed and signed form may be cause for disqualification of the bid/proposal.

47. CRIMINAL HISTORY BACKGROUND CHECKS/DISCLOSURE OF INFORMATION

Pursuant to *N.J.S.A. 18A:6-7.1*, providers for the services of this contract, shall submit to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact with students**, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in **regular contact with students**, prior to commencement of contact, may be cause for breach of contract.

If it is discovered during the course of the contract that an 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 school immediately.

48. 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/>

49. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

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

50. RIGHT TO KNOW LAW

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

New Jersey Department of Health and Senior Services
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

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

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten 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.

52. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

The Contractor must be fully capable of performing the proposed services within its own resources and may not assign, transfer, or sublet this contract or any portion thereof without the written consent of the School District. Noncompliance with this requirement will result in immediate disqualification.

When permitted, Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The School Business Administrator/Board Secretary may require the following documents to be secured from all approved subcontractors:

- a. Insurance Certificate as outlined in the bid specifications;
- b. Affirmative Action Evidence as outlined in the bid specifications;

- c. Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.
- d. New Jersey Business Registration Certificate.

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. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

53. TAXES

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

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

54. TERMINATION OF CONTRACT

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

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement. The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

55. 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, other interested administrators; and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.

56. CERTIFICATIONS, REPRESENTATIONS, AND SPECIAL CONDITIONS

The certifications, representations, and conditions listed below may be contained in the resultant contract if any. Firms submitting a bid in response to this Request who are prepared to accept any of the following provisions, or wish to include additional provisions in the Agreement, are required to discuss with specificity the provisions to which they take exception, the reasons for any such objections, and any substitute for (or additional) language regarding the provisions to which exception is taken. The District will evaluate any such exceptions and make such adjustments in the proposers rating, as it deems appropriate.

1. Inspection and Audit - The District, upon reasonable written notice, shall have access for the purpose of audit and investigation to any and all non-privileged books, documents, papers and records of the Contractor which pertain to the Agreement or the project undertaken pursuant to the Agreement. The Contractor agrees to maintain adequate fiscal records and shall maintain records of time and expenses in regard to Contractor personnel performing Contract obligations under the Agreement. Such time records shall include the number of hours worked by each staff level, shall itemize the hours worked by each staff level and shall itemize the hours worked by each professional performing the Contractor's obligations under the Agreement. The records will also include the hourly wage paid to each employee.

2. Changes and Amendments - Changes which affect the scope of work, period of performance, expenses, and the like, shall not be valid or enforceable against either party unless in writing, and signed by an authorized officer of both parties.
3. Confidentiality and Ownership - All information and data gained from review of the District's operations or interviews with the District's personnel shall be deemed confidential. The Contractor shall keep such data confidential and agrees not to make use of such data other than for its performance under the Agreement. The Contractor shall not divulge to any third party any of the proceeding without the prior written consent of the District. The Contractor's obligations to maintain confidentiality shall survive any termination, cancellation or completed performance of the Agreement.
4. All documents prepared or assembled by the Contractor under the Agreement are confidential and proprietary information of the District and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the District.
5. Independent Contractors- Both parties in the performance of the Agreement will be acting in an independent capacity and not as agents. Employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.
6. Covenant Against Contingent Fees - The Contractor warrants that it has not employed any person to solicit or secure the Agreement upon any agreement for a commission, percentage or contingency fee. Breach of this warrant shall give the District the right to terminate the Agreement or at its discretion to deduct from the Contractor's compensation the amount of such commission, brokerage or contingent fees.
7. Certificate and Release - Prior to Final payment under the Agreement, the Contractor shall execute and deliver to the District a "Certificate and Release" in form acceptable to the District, containing a release of all claims against the District by the Contractor under and by virtue of the Agreement, other than such claims, if any, as may be specifically excepted by the Contractor as stated amounts set forth therein.
8. Nondiscrimination - In connection with the performance of work under this Agreement, the contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, color, age, religion or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, age, religion or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.
9. Workers' Compensation Insurance - All personnel assigned to this project by the Contractor shall be deemed to be employees, agents and representatives of the Contractor for any and all purposes. The Contractor agrees to maintain Workers' Compensation Insurance for all employees of the Contractor working on the District's premises. The Contractor shall during the course of performance of the contract maintain such insurance as will protect the District from any and all claims and liabilities for damages for personal injury. The Contractor agrees to provide the District (separately) with

appropriate insurance certificates evidencing such insurance immediately after execution of an Agreement and prior to starting work.

10. Termination of the Contract - At any time after the execution of the Agreement between the District and the Contractor, the District may, if it deems it to be in its best interests, terminate the service provided by Contractor pursuant to the Agreement. The Contractor shall be notified, in writing by the District, by certified or registered mail, return receipt requested, of any partial or complete termination of the Contract and its services shall be halted thirty (30) days after actual receipt of notice and the Contract be terminated in accordance with the District's notice. In such event, all documents finished or unfinished, prepared by the Contractor under the Contract, shall become the property of the District, and the Contractor shall be entitled to be paid for the work done to date.
11. Non-assignment - The Agreement and the rights and duties hereunder shall not be assignable by the parties except upon written consent of the other.
12. Promotional Literature - The Contractor agrees that the term "Orange Public Schools" or any derivation thereof shall not be utilized in any promotional literature, advertisement or client lists (excluding proposals) without the express prior written consent of the District.
13. New Jersey Law-The Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction for each purpose. The parties hereto hereby consent to submit themselves to the jurisdiction of such courts with respect to any proceedings arising out of, under or related to the Agreement.
14. The contractor shall provide proof to the District that each worker assigned to the project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. Failure to provide proof of a criminal history background check for any employee at a contract school location will be deemed a breach of contract by the Contractor.
If it is discovered during the course of the contract that either a) an employee with disqualifying Criminal history record information on file or b) an employee who has not had a criminal history back check is working at a contract school location, facilities, said employee is to be immediately removed by the Contractor. Failure to immediately remove said employee either upon notification by the District or discovery by the Contractor shall constitute a material breach of contract. Proof of clearance by the Department of Education or a temporary waiver pending receipt of qualification to work from the Department of Education shall be provided to the District by the Contractor prior to assignment and commencement of work of each employee.
15. Compliance with Other Laws - The Contractor agrees to comply with all rules and regulations of any governmental authority having jurisdiction or interest in the Agreement and agrees to cooperate in any investigation or any inquiry thereby.
16. 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, attorneys 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 and the performance by contractor of services under the contract or by a party for whom the contractor is liable.

17. Disputes - In the event of a dispute arising under the Agreement, the Contractor, within thirty (30) days after such dispute shall have arisen, shall notify the District in writing of its contention and submit its claim, specifying the nature of the claim and the sum claimed. If the dispute arises before performance of the related services, the written notice shall be submitted prior to commencing such services. In any event, the Contractor shall proceed with its duties under the Agreement in compliance with the instructions of the District, but such compliance shall not be deemed to be a waiver of the Contractor's right to pursue its claim, provided it has notified the District in writing as provided above.
18. Force Majeure - Neither party shall be responsible for any failure or delay in the performance of any obligation caused by acts of God, flood, fire, war or the public enemy, explosions, governmental regulations whether or not valid, court order or other unavoidable causes beyond their reasonable control.
19. Interest by Members of Local District and Local Governing body- No member, officer or employee of the District during his tenure or for one (1) year hereafter shall have any interest direct or indirect, in the Agreement or its proceeds in accordance with the Public School Ethics Act and other applicable law.
20. Severability- If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall remain in full force and effect.
21. No Waiver - No waiver or breach of any provision of the contract shall constitute a waiver of any other provision.
22. Cumulative Remedies - The remedies provided for in the Agreement shall be cumulative and shall not preclude the assertion by any party of any other rights such party may have under applicable law or otherwise.
23. The Orange Public Schools assumes no responsibility and no liability for costs incurred by bidders prior to issuance of an agreement, contract, or purchase order.
24. Bid prices must be typed or written in ink or the bid will be subject to the automatic rejection provisions of the Administrative Code. Any price change (including "whiteouts") must be initialed, or that item will be disqualified. This policy is meant to protect the District and the bidder.
25. Award of Contract -It is the preference of the District to award this project to one (1) firm. However, the District reserves the option to delete certain portions of the work effort and award them to firms(s) which demonstrate(s) unique expertise in these areas.
26. Commencement of Work-The Contractor(s) will commence work upon notice to proceed in accordance with the terms of the contract.
27. Ownership Of Material - The District, or its representative, shall have access to the Contractor's work papers at reasonable times during the contract period. The availability of work, papers and documentation should be made available reasonably at the District's request. Ownership of all data,

28. material, and documentation (excluding work papers) originated and prepared for the District pursuant to the Bid shall belong exclusively to the District.
29. Restrictions against Disclosure - The Contractor agrees to keep all information about the District's deliberations and its financial records, and contracts, in strict confidence.
30. Responsibility of the Contractor - The Contractor is responsible for the professional quality, technical accuracy and timely completion and delivery of all deliverables and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work- The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights under the agreement or of any cause for action arising out of the performance of this contract. The Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied assurances under this contract or state law and in no way will diminish any other rights that the District may have against the Contractor for faulty materials, equipment or work.
31. Subcontracting - the firm(s) selected will not be permitted to sub-contract work required as part of this engagement unless authorized by the District. Any subcontractor must not have a conflict in providing services as determined pursuant to the municipal and/or school laws of the State of New Jersey.
32. The Contractor should be prepared to support hearings, meetings, and other activities which may result from this work performed under the contract resulting from this procurement.
33. Special Projects/Additional Work - At the request of the District, the Contractor(s) may be authorized by the District Superintendent to perform additional activities beyond the scope of the Bid. Any such authorization shall be given in writing and is to be in accordance with the hourly rates of various skill levels supplied by the firm in its response proposal.
34. Project Management - General - All contractor activities to be performed under all parts of the contract will be accomplished in consultation with, under the direction of and with the approval of the District's Supervisor of Buildings and Grounds. The District's Supervisor of Building and Grounds, will be responsible for approval of all deliverables for each element of the tasks and or sub-tasks in the scope of work.
35. Substitution of Personnel or Subcontractor
 - a) If, during the term of the contract, the Contractor or Subcontractor cannot provide the management and supervisory personnel as proposed and requests a substitution, that substitution must be an approved equal or better. The Contractor or Subcontractor will provide detailed resume qualifications and justification, which will be forwarded to the Supervisor of Buildings and Grounds for the District for written approval prior to any personnel substitution. It is acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid response proposal. The District reserves the right at its sole discretion to disapprove personnel substitutions that it may render as unsatisfactory.
 - b) In the event that any management personnel are found to be unacceptable by the District's Supervisor of Building and Grounds or are replaced or transferred by the Contractor for any reason, the

individual(s) assigned as replacements(s) shall equal or exceed in qualifications and experience the individual(s) proposed by the Contractor in their original bid response proposal.

36. District's Option to Reduce Scope of Work

- a) The District Shall have the option at its sole discretion, to consider the project, or any task or sub-task thereof, completed before all of said task or tasks have been performed, whenever, in the judgment of the District based upon results of work already performed, the goals of the project have been successfully achieved, or can be successfully achieved through a reduced scope of work. In such event, the District may reduce the scope of work for any task, tasks or portions thereof by written notice to the Contractor.
- b) Upon receipt of such notification, the Contractor will submit to the District within five (5) working days an itemization of the work effort already completed by task, or subtasks. In addition the contractor must submit an itemization of the further work effort which will be required to complete the affected tasks or subtasks in accordance with said notification. Upon approval of the proposed work effort by the District, the Contractor shall complete the project in accordance with said approval. The Contractor shall be compensated in accordance with the applicable portions of the cost proposal.

37. Suspension of Work- The Supervisor of Buildings and Grounds for the District may at any time for valid reason direct the Contractor to suspend work under this approved contract for a specific period of time. Such order shall be given by at least ten- (10) days' notice in writing, which shall specify the period during which work shall be stopped. The Contractor shall be paid up until the stop order but subsequent payments shall be held in abeyance until final project decision. The Contractor, unless terminated, shall resume work upon the date specified in the stop work order, or upon such other date specified in the stop work order, or upon such other date as the Supervisor of Buildings and Grounds may thereafter specify in writing. The period during which work shall have been stopped shall be deemed added to the Contractor's approved schedule of performance. Stoppage of work under this section shall not, however, be construed as extending the term of the contract. It must be understood that all pricing proposed by the Contractor in response to this Bid must remain firm and constant during the entire contract, and any extensions, notwithstanding the level of effort dictated by the District or the level of available funding.

38. Bid Proposal Preparation and Submission Instructions - The bid response proposal is the District's primary vehicle for obtaining essential information on which contract award decisions are based. Bidders are cautioned that their Failure to submit the information as required may result in a determination that the bidder's proposal is non-responsive to Bid requirements. A qualifying statement by the bidder which effects change(s) to this Bid's Purchase Bureau Standard Terms and Conditions, Special Terms and Conditions, Specifications or other Bid requirements may be regarded as non-responsive. Consequently, the bidder's eligibility for contract award may be jeopardized. Therefore, bidders are encouraged not to take exception to the District's Terms, Conditions or Specifications. In the event that a bidder wishes to take exception to any of the District's Terms, Conditions or Specifications, such exceptions should be detailed in a cover letter to the bid response proposal and must cross reference the applicable Bid page and section reference number. All instructions contained in the solicitation document (BID) should be met in order to qualify for

consideration for award. Proposals, which do not meet or comply with all instructions, may be considered non-responsive.

39. Proposal Delivery and Identification - It is the responsibility of the bidder to clearly and properly identify and label his/her bid response proposal to aid the District in properly handling the bid. The exterior of the bid submission package should be clearly labeled with the correct final bid opening date and solicitation name description. Anticipate potential delivery delays by allowing adequate time for hand, postal, courier or other delivery services.

ORANGE 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)*).

To be completed, signed and returned with Bid.

PROPOSAL FORM

2021-2022 School Year

Contractor Salaries and Fringes (Custodial) \$ _____

- Number of FTEs _____
- Average Hourly Wage Rate \$ _____

Contractor salaries and Fringes (Grounds) \$ _____

- Number of FTEs _____
- Average Hourly Wage Rate \$ _____

Contractor salaries and Fringes (Overtime) \$ _____

- Number of FTEs _____
- Average Hourly Wage Rate \$ _____

Contractor salaries and Fringes (Clerical) \$ _____

- Number of FTEs _____
- Average Hourly Wage Rate \$ _____

Contractor salaries and Fringes (Management) \$ _____

- Number of FTEs _____
- Average Hourly Wage Rate \$ _____

Contractor Provided Capital Equipment (\$_____ amortized)

Contractor ongoing Operating Charges \$_____ (Custodial cleaning supplies, paper, plastics, office supplies, Telephone, Tow way radio/communication devices etc.)

Contractor Start Up Charges (\$_____ amortized over ___ years)

Contractor Charge for General Liability Insurance \$ _____

Contractor Charge for Training Development, Labor Relations, Legal and Corporate Support \$ _____

Contractor Charge for Divisional Support \$ _____

Contractor Management Fee \$ _____

Total Fee/Cost for the 2021-2022 School Year: \$ _____

2022-2023 School Year

Contractor Salaries and Fringes (Custodial) \$ _____

- Number of FTEs _____
- Average Hourly Wage Rate \$ _____

Contractor salaries and Fringes (Grounds) \$ _____

- Number of FTEs _____
- Average Hourly Wage Rate \$ _____

Contractor salaries and Fringes (Overtime) \$ _____

- Number of FTEs _____
- Average Hourly Wage Rate \$ _____

Contractor salaries and Fringes (Clerical) \$ _____

- Number of FTEs _____
- Average Hourly Wage Rate \$ _____

Contractor salaries and Fringes (Management) \$ _____

- Number of FTEs _____
- Average Hourly Wage Rate \$ _____

Contractor Provided Capital Equipment (\$_____ amortized)

Contractor ongoing Operating Charges \$_____ (Custodial cleaning supplies, paper, plastics, office supplies, Telephone, Tow way radio/communication devices etc.)

Contractor Start Up Charges (\$_____ amortized over ___ years)

Contractor Charge for General Liability Insurance \$ _____

Contractor Charge for Training Development, Labor Relations, Legal and Corporate Support \$ _____

Contractor Charge for Divisional Support \$ _____

Contractor Management Fee \$ _____

Total Fee/Cost for the 2022-2013 School Year: \$ _____

The minimum term of this contract is July 1, 2021 to June 30, 2022. If the Board of Education determined the lowest price is for a two-year period, then the Board of Education reserves the right to award the contract for the term of July 1, 2021 to June 30, 2023. If the Board also determines that the services are being performed in an effective and efficient manner the Board of Education may extend this contract for one two-year or two one-year periods. In order to extend the contract, the Board of Education must approve a resolution and the terms and conditions of the contract must remain substantially the same.

The Orange Board of Education reserves the right to accept or reject any and all bids and make awards to suit their budget and increase or decrease quantities.

We, the undersigned company, certify that, we have read and fully understand the attached proposal specifications including any addendums issued. We further certify that we have visited all sites and facilities covered by the specifications. We certify that the company meets all of the requirements specified.

Authorized Signature

Typed Name and Title

Company Name

Address

Phone Number

Date

ACKNOWLEDGEMENT OF ADDENDA

To be completed, signed and returned with Bid.

Bid Custodial and Grounds Operations Management Services

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

| <u>ADDENDA NO.</u> | <u>ISSUING DATES</u> |
|--------------------|----------------------|
| | |
| | |
| | |
| | |

No Addenda Received

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

To be completed, signed and returned with Bid.

AFFIRMATIVE ACTION QUESTIONNAIRE

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

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:

www.state.nj.us/treasury/contract_compliance/

- s. Click on “Employee Information Report”
- t. Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, NJ 08625-0206

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

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

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

BIDDER'S COMMENT FORM

CUSTODIAL AND GROUNDS OPERATIONS MANAGEMENT SERVICES

This form is for Bidder's use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Bidder does not like. The bid provided must be based upon the plans and specs, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise objection, this must be done at the pre bid meeting, or in writing to the Architect through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record. Inquires raised too close to the bid date will not be able to be answered.

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Representative _____

Signature _____ **Title** _____ **Date** _____

To be completed, signed and returned with Bid.

CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

CUSTODIAL AND GROUNDS OPERATIONS MANAGEMENT SERVICES

Name of Company _____

Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Districts in New Jersey

| <u>Name of District</u> | <u>Address</u> | <u>Contact Person/Title</u> | <u>Phone</u> |
|-------------------------|----------------|-----------------------------|--------------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |

Vendor Certification

Direct/Indirect Interests

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

Gifts; Gratuities; Compensation

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

Vendor Certifications

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.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America.

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.

President or Authorized Agent (Print)

SIGNATURE

To be completed, signed and returned with Bid.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number:

Bidder/Offeror:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You 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 below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name

Relationship to Bidder/Offeror

Description of Activities

Duration of Engagement

Anticipated Cessation Date

Bidder/Offeror Contact Name

Contact Phone Number

ADD AN ADDITIONAL ACTIVITIES ENTRY

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; that the State of New Jersey 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 State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, 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 State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

Do Not Enter PIN as a Signature

Title:

Date:

To be completed, signed and returned with Bid.

NON-COLLUSION AFFIDAVIT

CUSTODIAL AND GROUNDS OPERATIONS MANAGEMENT SERVICES

Re: Bid/Proposal for the Orange Board of Education.

STATE OF _____
:SS:
COUNTY OF _____

I, _____ of the City of _____

in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

Position in Company

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

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 _____, _____ - Seal -
Month Day Year

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

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

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

Part II Check the appropriate box

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Orange 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.

Orange Board of Education

**Chapter 271
Political Contribution Disclosure Form**

**(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 19:44A-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> |
|------------------------------------|--------------------------------------|-----------------------------------------------------------------------|-----------------------------------|
| | | | |
| | | | |
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| | | | |

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 _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

P.L. 2005, c.271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

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

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

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

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

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

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

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

c. As used in this section:

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

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

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

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

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

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

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

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

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

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

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

As used in this section:

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

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

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

4. This act shall take effect immediately.

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

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

County Name: Essex

State: Governor, and Legislative Leadership Committees

Legislative District #: 21, 27, 28, 29, 34, 36, 40

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

Registrar of Deeds

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

Belleville Township

Irvington Township

Orange City

Bloomfield Township

Livingston Township

Roseland Borough

Caldwell Borough

Maplewood Township

South Orange Village

Cedar Grove Township

Millburn Township

Verona Township

East Orange City

Montclair Township

West Caldwell Township

Essex Fells Township

Newark City

West Orange Township

Fairfield Township

North Caldwell Borough

Glen Ridge Borough

Nutley Township

Boards of Education (Members of the Board):

Belleville Town

Glen Ridge Borough

Nutley Town

Bloomfield Township

Irvington Township

Roseland Borough

Caldwell-West Caldwell

Livingston Township

South Orange-Maplewood

Cedar Grove Township

Millburn Township

Verona Borough

Essex Fells Borough

Newark City

West Essex Regional

Fairfield Township

North Caldwell Borough

West Orange Town

Fire Districts (Board of Fire Commissioners):

None

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.

Appendix A

**BID SPECIFICATIONS FOR THE LABELING OF LIQUID, POWDER AND
GASEOUS SUPPLIES DELIVERED TO
THE BOARD OF EDUCATION**

RIGHT TO KNOW

1. All products that you deliver to the Orange Board of Education must be labeled in accordance with the New Jersey Right to Know Law (N.J.S.A. 34:5A-1 et seq.)
 - A. The label must list the 5 predominant ingredients and any hazardous chemicals in the product.
 - B. Next to each chemical name will be the CAS number of that chemical.
 - C. The label must be attached to each container (bottle, box, can, bucket, etc.)
2. Material Safety Data Sheets (MSDSs) must accompany the first shipment of the product.
3. The Board of Education reserves the right to reject any shipment not in compliance with the above specifications.

Appendix B
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/).

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.

(Revised: January, 2016)

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 1. FID. NO. OR SOCIAL SECURITY | 2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY |
| 4. COMPANY NAME | | |
| 5. STREET | CITY | COUNTY STATE ZIP CODE |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) | | CITY STATE ZIP CODE |
| 7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER | | |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ | | |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT | | |
| 10. PUBLIC AGENCY AWARDDING CONTRACT | | CITY COUNTY STATE ZIP CODE |
| Official Use Only | DATE RECEIVED | INAUG. DATE ASSIGNED CERTIFICATION NUMBER |

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

| JOB CATEGORIES | ALL EMPLOYEES | | | PERMANENT MINORITY / NON-MINORITY EMPLOYEE BREAKDOWN | | | | | | | | | |
|------------------------------------------------|-------------------------------------------------------------------------------------------|----------------|------------------|------------------------------------------------------|----------|--------|-------|--------------------|-------|----------|--------|-------|----------|
| | COL. 1 TOTAL (Cols 2 & 3) | COL. 2 MALE | COL. 3 FEMALE | ***** MALE ***** | | | | ***** FEMALE ***** | | | | | |
| | | | | BLACK | HISPANIC | INDIAN | ASIAN | AMER. INDIAN | BLACK | HISPANIC | INDIAN | ASIAN | NON MIN. |
| Officials/Managers | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | | | |
| Craftworkers (Skilled) | | | | | | | | | | | | | |
| Operatives (Semi-skilled) | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | |
| Total employment From previous Report (if any) | | | | | | | | | | | | | |
| Temporary & Part-Time Employees | The data below shall NOT be included in the figures for the appropriate categories above. | | | | | | | | | | | | |

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR |
| 13. DATES OF PAYROLL PERIOD USED From: _____ To: _____ | | |

SECTION C - SIGNATURE AND IDENTIFICATION

| | | | |
|----------------------------------------------------|-----------|--------|------------------------------------------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type) | SIGNATURE | TITLE | DATE MO DAY YEAR |
| 17. ADDRESS NO. & STREET | CITY | COUNTY | STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION) |

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance
P.O. Box 206**

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than

BID SECURITY (SAMPLE BID BOND)

Sample language illustrated below. Include original bid security document with bid submission

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____ as principal, and _____ as Surety, are hereby and firmly bound unto the _____ (insert Owner’s name) in the penal sum of TEN PERCENT of amount bid, not to exceed TWENTY THOUSAND and 00/100--(10%, not to exceed \$20,000.00) for payment which, well and truly be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing for:

_____ (insert description of work)

NOW, THEREOF,

A. If said Bid shall be rejected, or, in the alternative,

B. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract provided (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the Agreement created by the acceptance of the Bid.

Then, this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them as are corporations having caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal:

(L.S.)

Surety: _____ By: _____

STATE OF _____)

: SS:

COUNTY OF _____)

On this _____ day of _____ 20____, before me personally came _____ - to me known, who, being by me duly sworn, did depose and say; he resides in _____ that he is the _____ of the instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he

signed his name thereto by like order.

(SEAL)

Notary Public of _____
My Commission Expires _____

SAMPLE

CERTIFICATE OF SURETY (SAMPLE)

Sample language illustrated below. Include original document with bid submission.

KNOW ALL MEN BY THESE PRESENT, that for and in consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned Surety, and for other valuable consideration, the (INSERT SURETY'S NAME) a corporation organized and existing under the laws of the State of (INSERT NAME) and licensed to do business in the State of New Jersey, consents and agrees, that if the contract for the (INSERT TYPE OF WORK) for the (INSERT PROJECT NAME) be awarded to (INSERT CONTRACTOR'S NAME) the undersigned corporation agrees with the said Contractor to execute the final bond as required by the specifications, and to become Surety in the full amount in accordance with specifications for the faithful performance of the contract. The undersigned Surety does further agree that having examined the INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS, SPECIFICATIONS, and all other CONTRACT DOCUMENTS, and the bid of (INSERT CONTRACTOR'S NAME) hereto attached, we hereby declare that, if said bid or any part thereof be accepted, we are willing to be bound with the said bidder upon the terms and conditions mentioned in the proposal and specifications in two-hundred (200%) percent of the contract sum through the issuance of a Performance Bond and a Labor and Materials Payment Bond, conditioned upon the faithful and satisfactory performance or all obligations and requirements of the contract.

The undersigned Surety does further agree that they will supply a Maintenance Bond in the amount of (100%) percent of the contract sum, (including all change orders) conditioned upon the faithful and satisfactory performance of all obligations and requirements for correction of work for (2) year(s) from date of Substantial Completion.

IN WITNESS WHEREOF, the undersigned (INSERT SURETY'S NAME) has caused this agreement to be signed by its duly authorized representative and its corporate seal to be hereto affixed this _____ day of _____, 20_____.

Countersigned by:

By: _____ (Attorney-in-fact)

Resident Agent

NOTE: If the organization of the Surety is other than a corporation, substitute the proper type for the word "corporation", such as "Partnership, Proprietorship", etc.

Each executed bond should be accompanied by (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent officer or representative was issued; and (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

Affix acknowledgments and justifications of Sureties.

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Jersey.

PERFORMANCE BOND (SAMPLE)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal, and _____ SURETY COMPANY, a corporation of the State of _____, duly authorized to do business in the State of New Jersey, having an office at _____, are hereby held and firmly bound unto the _____ in the penal sum of _____ Dollars, for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did on the _____ day _____, 20_____ enter into a written contract with the _____ for _____ which said contract is made a part of this bond as set forth herein.

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

The said surety hereby stipulated and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefore shall in any wise effect the obligation of said surety on its bond.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds on contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A:44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Witness

Principal

Witness as to Surety

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

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

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

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

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

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

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

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

_____ ; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement.

CERTIFICATE
(to be completed by an authorized certifying agency
for each surety on the bond)

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

(Signature of certifying agent)

(Printed name of certifying agent)

(Title of certifying agent)

TO All Bidders:

REMINDER!

Did you sign all of the bid documents?

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

The Board will not accept facsimile or rubber stamp signatures.

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

ORANGE BOARD OF EDUCATION

TECHNICAL SPECIFICATIONS

Current District Statistics/Requirement under Bid

The following information is provided to bidders to assist in the preparation of their bids. The information listed below details the square footage of facilities, except the warehouse, and the number of proposed FTE staff to be served by the district. This information is provided to be used as a mandated guide for your proposal.

| School | Square Footage | Day Time Custodians | Night Time Custodians |
|-------------------------|-----------------------|--------------------------------|----------------------------------|
| Administrative Building | 21,000 +/- | 1 | |
| Central Elementary | 52,400 +/- | 2 | 3 |
| Cleveland Elementary | 41,400 +/- | 2 | 2 |
| Forest Elementary | 56,400 +/- | 2 | 3.5 |
| Heywood Elementary | 64,600 +/- | 2 | 4 |
| John Robert Lewis | 8,000 +/- | 1 | 1 |
| Lincoln Elementary | 129,854 +/- | 2 | 5 |
| Oakwood Elementary | 74,100 +/- | 2 | 5 |
| Orange Middle School | 84,855 +/- | 4 | 4 |
| Orange High School | 111,314 +/- | 4 | 6.5 |
| Park Avenue Elementary | 103,193 +/- | 2 | 4 |
| Rosa Parks Elementary | 84,700 +/- | 4 | 4 |
| Stem Innovation | 42,600 | 1 | 1 |

- 1 Manager
- 1 Administrative Assistant
- 1 Supervisor (Days)
- 1 Supervisor (Nights)
- 4 Utility Men
- 2 Grounds Men
- A Head Custodian (Black Seal Boiler License) Day shift and Night shift at every location

- *Minimum Hourly Wage Rate for **Head Custodians**, shall not be less than \$14.35 per hour
- *Minimum Hourly Wage Rate for **Regular Custodian**, shall not be less than \$12.35 per hour
- *Minimum Hourly Wage Rate for **Utility men** shall be the same as Head Custodians
- *Minimum Hourly Wage Rate for **Grounds Men** shall be the same as Regular Custodians
- *Daytime hours are generally 6:30A.M. to 2:30 P.M.
- *Nighttime hours are generally 2:00 P.M. to 10:30 P.M.
- ** Actual work hours will be scheduled upon the award of the bid

Specifications

Introduction

Vendor must provide administrative and technical direction for the management of the custodial and grounds function throughout Orange School District. Such direction will include, but not be limited to, assistance in the planning, organizing, coordination, direction, training and controlling of the Orange School District's plant operations. The successful contractor may provide a full-time on-site manager who shall administer the proposed program daily. The manager shall be a direct employee of the vendor.

Orange School Superintendent and School Business Administrator must approve the on-site managers to be assigned to its facilities, if any. The Board and the Superintendent shall also retain the right to request the vendor for replacement of an assigned manager for whatever reason the Board or its designee deems sufficient cause. Upon notice of such a written replacement request, the contractor shall assign a new manager, subject to the Superintendent's approval.

The Contractor shall also be capable of providing the technical and engineering expertise and support for various operations projects as detailed in the attached specifications. The Superintendent or its designee shall represent the Board in the administration of this contract.

The contractor shall provide administration and technical direction in the management of the custodial and grounds organization.

A. Professional Management

1. Provide resident management who will undertake all issues and normal duties pursuant to the attached specifications.
2. Provide divisional custodial management personnel to support the resident staff.
3. Make recommendation for the department's organizational structure on an on-going basis.
4. Direct the employees in a manner providing for effective coordination of skills, time, facilities, supplies, equipment and purchased services.
5. Undertake aspects of personnel management for the department with respect to those provisions outlined in the specification.
6. Supervise, evaluate and interface with outside vendors whose products or services effect the structure, grounds or building systems.
7. Meet once a week with building administrators concerning work order requests status and facility cleanliness.

B. Disaster Preparedness Plan

1. Assist in the preparation of a Disaster Plan for the care of community emergency as follows:
 - a. Functioning as liaison with emergency facilities in the community.
 - b. Assisting in the rehearsal as required and preparing a written report on the effectiveness of the drill.
2. Assist application of a fire protection service by:
 - a. Functioning as liaison for engineering with fire authorities and other experts as required.
 - b. Designation and notification of maintenance personnel.
 - c. Assignment of responsibilities to Maintenance personnel.
 - d. Staff instruction relative to the use of alarm systems and signals, fire equipment and methods of fire containment measures.

- e. Staff responsibilities on case of threat of explosion.
- f. Posting of evacuation routes and procedures.
- g. Assistance in the conduct of fire and evacuation drills.
- h. A written report documenting the evaluation of drills and the corrective action recommended or taken for any deficiencies found.

C. Employee Direction and Development

1. Encourage and facilitate the well-being and development of all staff employees in the provision of leadership, programs and materials.
 - a. Provide training for all employees prior to their commencement of work.
 - b. Provide personal leadership and clearly stated, comprehensive written instructions defining task and functions.
 - c. Provide and maintain current, a written organizational summary for intra and inter-departmental responsibilities and relationships. Include organizational diagrams showing lines of communication, direction and reporting relationships.
 - d. Provide and maintain position descriptions for each member of the custodial service organization. Establish and conduct a program of individual performance review.
 - e. Provide and document employee orientation, in-service and formalized training.
 - f. Provide supervised self-study training materials in subject units and applicable to appropriate occupational categories, qualifications and experience.
 - g. Hold monthly staff meetings with employees to discuss mission, training and current issues with documentation of specific training measures and topic undertaken.
2. Administer and direct the Custodial Service employees.
 - a. Establish and maintain personnel records in accordance with existing policies and procedures.
 - b. Maintain a written record of employee performance, qualifications, and specialized training.
 - c. Maintain records and make reports for occupational safety and health and programs
 - d. Make recommendations concerning the custodial personnel's organizational skills, number of hours and shifts.
 - e. Direct and supervise the custodial employees.

D. Performance Review and Evaluation

1. Daily inspections of facilities and written reports must be made with a copy of the written report to the building administrator. The District's "Uniform Maintenance Policy" Form must be completed daily.
2. Routine safety and material inspection shall be made by the contractor.
3. A written monthly manager's report of custodial activities and objectives for an energy conservation program shall be provided to the administration.
4. The contractor's management personnel shall routinely conduct a site program status review and make a daily written review report.
5. The resident and divisional managers shall routinely meet with District administration.
6. Each employee shall have at least one annual performance appraisal and review.
7. A monthly status report of uncompleted job orders shall be provided to originators and administration.

E. Administrative Specifications

The Contractor's resident manager functions of responsibilities are:

1. Supervision- The Contractor's resident manager will assume line management duties controlling direct labor activities including: hiring, termination, task assignments, job description, scheduling, training, application of personnel policies and direct labor hour justification.
2. Financial Accountability – Aspect of financial control and budget compliance for the custodial and grounds function shall fall within the responsibilities of the Contractor's resident manager including: budget preparation, interpretation and reconciliation, evaluation of capital expenditures and control of petty cash accounts
3. Staff Interaction – The Contractor's resident manager will undertake to initiate, develop and maintain sound and cordial working relationships with members of the School Board, faculty, administration and staff throughout the School District including: routine discourse as to facilities related issues, open solicitation of ideas and involvement in maintenance issues as appropriate, strong bilateral communication.
4. Custodial and Corrective Work Order System – It shall become the direct responsibility of the Contractor's resident manager to apply, develop and maintain the custodial and corrective work order systems, including the following specifics: assist in the inventory and start-up process, train the custodial staff in the use of the systems, customize the work order instructions to the facility, draft work order procedures, frequently review system generated reports and activities and coordinate on-site systems application with corporate support groups.
5. Policies and Procedures – The Contractor's resident manager shall create or augment, develop, publish and apply policies and procedures appropriate and necessary to the custodial function including but not limited to:
 - Emergency Call-In List
 - Work Order Procedures
 - Personnel & Safety Policies
 - Assignments Accountability
 - Time Accountability
6. Planning – The Contractor's resident manager shall assist the District in generating fiscal, capital, administrative and project plans for the maintenance function as required to fully integrate the function into the total facility plans.
7. Property Control – The Contractor's resident manager shall assist the District in maintaining accountability for the use of capital assets, parts components, and inventories including: actions and/or recommendations as to equipment use, inspection and repairs as well as control of parts and supplies.
8. Outside Vendors – The Contractor's resident manager shall function as the contact point for outside vendors and contractors as directed by administration. This includes supporting specification preparation, bid solicitation, proposal evaluation, vendor selection, contract supervision and invoice review approval and vendor communication.
9. Energy Control – The Contractor's resident manager shall review prior energy usage history as available and actively and continuously evaluate energy consumption and the activities and equipment affecting the consumption. Specifically, the Manager shall:

- Maintain monthly energy usage records.
- Review all utility bills.
- Initiate, coordinate and emphasize conservation activities both internally and with corporate staff.
- Actively pursue conservation techniques.

10. Reporting – The Contractor’s resident manager shall issue such monthly reports as shall be deemed necessary to fully apprise administration of current and planned activities, budget compliance, personnel issues, equipment and facility status, energy consumption as well as departmental problems and objectives.

11. Records– The Contractor’s resident manager shall initiate, compile and maintain records and files necessary for the smooth and optimal functioning of the maintenance department such as:

- | | |
|---------------------|-----------------------|
| - Time Sheets | - Work Orders |
| - Code Compliance | - Fire Alarms |
| - Equipment | - Energy Conservation |
| - Utility Bills | - Vendors |
| - Inventory Control | - Reports |
| - Budgets | - Planning |
| - Security | - Personnel |

12. Code Compliance – The contractor’s resident manager shall function to research review and apply and make recommendations concerning compliance with local, state and national codes, statutes and ordinances.

13. Safety and Security – the Contractor’s resident manager shall support the District for providing a safely maintained and functionally secure facility to include:

- Maintenance of all facility doors, windows and means of fire egress.
- Routine review of normal and emergency power supply.
- Recommendations to administration concerning safety/security issues.
- Maintenance of facility equipment and structures to effect a safe environment.

Reports To Be Supplied By Contractor

A. Daily Audit of Physical Plant

Frequency: Daily

Recipient: Principal

This report documents a daily inspection of the physical plant and improvements needed. It is a checklist developed by the district to immediately identify.

- Unsatisfactory – Remedial internal action
- Work order needed for repairs and maintenance
- Supervision of staff
- Communicate between contractor and principal

B. School Activity Report

Frequency: Upon Request

Recipient: Principal

This report contains all work that has taken place in a particular school for any date range. It would typically include information such as:

- work requested
- who requested the work
- date scheduled
- date completed
- work order type
- assigned
- work location
- work status
- cost center charged
- priority

This report is to be reviewed with the School Principal on a routine basis.

C. School Scheduled Work Report

Frequency: Upon Request

Recipient: Principal

This report provides all information related to work which has been scheduled for any given date range and status in a particular school. It would typically include:

- work requested
- requestor
- work location
- date scheduled
- work order status
- priority code
- trade or craft assigned
- approved by
- cost center
- employee/contractor assigned

This report allows school principals and our management team to evaluate change maintenance requirements and adjust work priorities as needed.

D. School Backlog Report

Frequency: Upon Request

Recipient: Principal

The backlog or outstanding maintenance work report gives the contractor and the school principal a clear view of what work has been requested but not completed for whatever reason, i.e., parts on order, area not accessible, funding, etc. It will also show progress made toward completing a particular project of task. Typical report information would include:

- work requested
- requested by
- work location
- work status
- requested by
- employee/contractor assigned
- work order status
- priority
 - date scheduled
 - cost center
- priority

Provided and reviewed routinely to school principals, this report ensures that maintenance requests do not get forgotten or lost. The review process also provides a means for re-prioritizing requested work.

E. School System Activity Report

Frequency: Upon Request Recipients: Administration and/or School

This report is to appear in much the same format as the school maintenance activity report. It will provide a full view of the custodial activities throughout the Department for any date range, i.e., week, month fiscal year, calendar year etc. Information typically included:

- work requested
- work location
- requested by
- date scheduled
- assigned
- cost center charged
- date completed
- priority
- approved by
- employee or contractor
- trade or craft assignee

This report is provided to the Administration and/or School Board. Its purpose is to give an overall view of where custodial resources and tax dollars are being spent.

F. School Board Scheduled Report

Frequency: Upon Request Recipients: Administration and/or School Board

This scheduled work report is to provide a district-wide view of what work has been scheduled for any given date range and status. Normally, organized by school with the following information:

- work requested
- work location
- work requestor
- date scheduled
- work priority
- employee or contractor assigned
- trade or craft assigned
- work status
- approved by
- cost center

This report and review ensures the proper focus of your maintenance resources.

G. Grounds Maintenance Activity Report

Frequency: Upon Request

Recipients: Administration and/or School Board

The grounds maintenance report is to be provided to show all maintenance activity relative to grounds and athletic fields. It should be organized by school and can include the following information:

- completed work
- outstanding work
- work in progress
- unscheduled work
- scheduled work
- employee/contractor assigned
- requested by
- approved by
- priority
- cost center

This report allows management to view on a school-by-school basis; current, scheduled, and completed grounds activity.

H. Grounds Maintenance Cost Report

Frequency: Upon Request

Recipients: Administration and/or School Board

The grounds maintenance cost report provides management a detailed breakdown of where the maintenance dollars are being allocated or spent. This information should be organized by school and will include:

- type or work
- location
- labor hours
- material cost
- employee/contractor assigned
- priority
- date completed
- cost center

This report is to be generated upon request. The contractor's management personnel shall use this information to focus labor material and equipment resources where they are most needed.

I. Vehicle Cost Report

Frequency: Upon Request

Recipients: Administration and/or School Board

The vehicle cost report is to be used to track expenditures of Department vehicles which will include cars, truck, tractors, etc. The report should provide detailed cost breakdown and maintenance history information for each vehicle in the system. This information includes:

- Work performed
- Labor cost
- Labor hours
- employee assigned
- date requested
- date received

- *Material cost*
- *date scheduled*
- Type of work
- cost center

Vehicle cost reports are to be prepared upon request. The Contractor's management team should use this information often to make repair/replacement decisions and to do life cycle analysis on vehicles.

J. Contractor Cost Reports

Frequency: Upon Request Recipients: Manage and/or School Board

Contractor cost reports should provide information relating to any contractor cost and activities throughout the district. A detailed breakdown for one or a particular type of contractor is available. Typical information requests in this report are:

- type of work
- date scheduled
- work location
- date completed
- work performed
- requested by
- labor cost
- approved by
- material cost
- cost center

This report is to be prepared upon request or on an as needed basis. We find this report useful for both Administration and Contractor personnel in evaluating contract performance and making in-house versus contract decisions.

Requirements

The Contractor must meet and/or abide by the following requirements:

- Must have provided services of plant operations, custodial or repair work in the public and private sector providing management responsibilities which included, but not limited to, custodial and grounds management services.
- Must have formalized in-service educational program for employees of the management company, including the necessary equipment to present the program. This must include audio-visual aids for use by management.
- Must have the line and staff support to provide an effective quality control program and make available technical and engineering support when required by the School District.
- Must provide organizational chart of departmental operation.
- Must provide resumes and specify the number of qualified and experienced on –site resident managers and supervisors and the number of employees (FTE’s) who will be managed by the contractor. There must also be a breakdown of full and part-time complements of all FTE levels and wage rates.
- The contractor may not use more than 5% of custodial work force as part time. All grounds and management will be full time employees.
- Provide a computerized custodial management system on-site for personnel management, production scheduling, financial management, project management and quality control.
- Must meet standards of local, state and federal requirements.
- Must provide evidence of financial responsibility of recent date.
- Must have a record of at least three (3) years of successful performance of school service operations in either building maintenance, custodial or repair work.
- The successful contractor shall have adequate insurance coverage to protect interests of the contractor as well as the School District including workers’ compensation coverage for employees of the contractor.
- The contractor will provide all employees. All employees have cleared a criminal background check, which includes fingerprinting, prior to their beginning to work in the District. Also, the contractor must comply with the District’s pre-employment drug testing policy where applicable.
- In the proposal, state proposed wage rates for management, clerical, custodial, and grounds staff. Wages for employees must be adequate to ensure a stable and qualified work force.
- As price will not be the sole criteria for District to award a contract, it is important for the District to assess the operational capabilities and expertise of the contractor. Therefore, the contractor must provide a detailed plan assessing any current operational problems and what solutions the contractor will provide to solve them. This plan must cover the grounds and custodial areas of the District’s operations. Failure to provide this assessment in the proposal may be cause for immediate disqualification.
- All personnel shall follow all policies and regulations in effect at the District and each school building.

- Employees or agents of the vendor, while on Board of Education property, shall be subject to control of the Board, but under no circumstances shall such persons be deemed to be employees or agents of the Board of Education.
- Supplier's personnel must follow each school's safety, emergency evacuation, fire evacuation, and sign in and out policy with the Security representative each time they report for service.
- All short term personnel working in the buildings shall sign the AHERA notification log for each work order received and be familiar with all locations of the building that they are working in that contains or is suspected to Asbestos materials before starting work 40 CFR 763.84(d). Asbestos management plans are available at each location or central office for review.
- Personnel are not to engage in any activities, enter into any bathrooms, elevators or areas with students, staff or other Board employees unless duly authorized to do so in writing by the Director of Buildings and Grounds.
- Personnel shall wear company supplied identification tags & uniforms and obtain visitor tags for all work in an occupied building.
- Bidders shall assume full responsibility and liability for the actions of all personnel in their employ, their delivery and suppliers, consultants, manufacturers' representatives and hired contracted workers and all other workers working under and for their bid.
- In case direct or indirect injury is done to existing streets or underground structures, sewers, mains, etc., or to public or private property of any kind, or to any materials or fixtures, by or because of deliveries on the part of the vendor, his employees or agents of his subcontractors, the vendor shall first report said incident to the Director of Buildings and Grounds and at their own cost and expense, except when hereinafter specified otherwise, shall restore such structures, property, materials, etc., to a condition equal or better to that existing before such damage or injury was done determined by the Director.

Custodial Duties

The performance of this contract will include the following custodial duties (see Exhibit #1)

The management and supervision of the cleaning/custodial functions for the Orange School District:

1. Provide a computerized custodial management system for personnel management production scheduling, financial management, project management and quality control.
2. Provide all management and technical personnel on the contractor's payroll and may be required to efficiently accomplish the services required.
3. Contractor shall provide a list of all equipment to be used at the school district. Additional equipment shall be new and of a name brand, not privately labeled. This list shall include a description of equipment with make and model.

All Capital equipment shall be depreciated on a basis over a period of its useful life. Title to said equipment shall pass to the school District upon completion of its depreciation. In the event that the Contract is terminated prior to complete depreciation of the equipment the school district upon completion of its depreciation. In the event that the Contract is terminated prior to complete depreciation of the equipment the school district shall pay Contractor an amount equal to the undepreciated amount remaining as of the date of termination.

Exhibit 1

Performance Specifications

| | |
|------------------|--------------------------------|
| Specification A: | Daily Cleaning Schedule |
| Specification B: | Weekly Cleaning Schedule |
| Specification C: | Project Cleaning |
| Specification D: | Miscellaneous Responsibilities |
| Specification E: | Minor Corrective Maintenance |
| Specification F: | Work Excluded from Service |
| Specification G: | Grounds Maintenance |

Specifications A
Daily Cleaning When Students Are In School
(Monday-Friday)

1. Classrooms, Laboratories, Auditorium, and Shop Areas

- a. Empty waste receptacles. Damp wipe soiled receptacles. Replace plastic liners when soiled.
- b. Spot-Clean glass in doors and partitions and on the inside of windows to remove smudges.
- c. Empty pencil sharpeners.
- d. Spot-clean walls, doors and ledges as needed.
- e. Vacuum clean the traffic patterns on any carpets (four days each week) and check for spot-cleaning. One day each week vacuum the whole carpet.
- f. Dust mop smooth floors. Sweep rough wood or concrete floors.
- g. Spot-mop floors as necessary, except in carpeted areas.
- h. Clean sinks and replenish paper towels.
- i. Spot clean carpets.
- j. Rearrange furniture as needed.

2. Rest Rooms

- a. Thoroughly sanitize rest rooms after school each evening, and clean periodically during the school day.
- b. Remove trash to collection point.
- c. Refill paper towel, soap, and toilet paper containers.
- d. Sweep and sanitize floors and disinfect plumbing fixtures, including all basins, bowls, urinals, inside and outside, shower nozzles and lavatory and shower faucets.
- e. Polish mirrors and bright work.
- f. Damp wipe partitions with disinfectant.
- g. Spot clean walls
- h. Clean shower area, removing body oil and soap film build-up sanitize all surfaces and clean water drains of debris.
- i. Clean soap dishes
- j. Remove graffiti
- k. Check to be sure plumbing is operational; that there are no stoppages or leaks.

3. Offices, Lounges, and Conference Rooms

- a. Empty waste receptacles and damp wipe them to remove soil as necessary.
- b. Dust clear areas of furniture tops, shelves, sills and ledges as needed.
- c. Spot-clean glass in doors and partitions. Wipe dry as needed.
- d. Clean any sinks or other rest room fixtures in the offices in accordance with the rest room cleaning procedures.
- e. Dust mop smooth floors with a dust mop. Sweep wooden or concrete floors.
- f. Spot mop floors (except carpeted floors) only to remove very heavy soil.
- g. Vacuum clean traffic patterns on carpeted floors four days each week. (Vacuum clean the entire carpeted area one day each week).
- h. Rearrange furniture as needed.

4. Entrances, Lobbies and Hallways

- a. Empty waste from waste receptacles. Damp-wipe soiled waste and replace plastic liners when soiled.
- b. Clean smudges and soil from glass partitions and doors.
- c. Vacuum any carpets or mats and check carpets for spot-cleaning.
- d. Dust mop floors.
- e. Spot-mop floors as necessary to remove heavy soil.
- f. Clean and Sanitize water fountains.
- g. Spot-clean smudges on walls, door facings and doors.

5. Cafeteria, Lunchrooms

During School

- a. Sweep and spot mop spills and major pieces of litter from the floor.
- b. Empty Waste from waste receptacles as needed.
- c. Clean tables and chairs.

After School

- a. Sweep and damp mop floors daily.
- b. Scrub spots where soil is heavy.
- c. Spot clean walls, Ceilings and arrange furniture.
- d. Clean glass partitions and doors.
- e. Damp wipe table tops and chairs with mild germicidal disinfection.
- f. Vacuum carpeted areas thoroughly.
- g. Clean and sanitize drinking fountains.

6. Locker Rooms, Dressing Areas and Gyms

- a. Empty and clean waste receptacles
- b. Damp clean benches and furniture.
- c. Spot-clean walls, furniture and lockers.

Gyms

- a. Dust and spot mop floor daily.

Showers

- a. Remove pieces of soap and other foreign matter.
- b. Wet mop floors with germicidal solution.
- c. Wipe down walls with germicidal solution.

7. Stairways

- a. Spot-clean walls.
- b. Spot-mop treads which are heavily soiled.
- c. Vacuum carpets and spot-clean as necessary.

8. Daily Indoor Policing

- a. Entrances, Lobbies, Halls, and Other Public Areas:
 1. Sweep outside steps or nearby sidewalk (up to 15 feet from Entrance). Keep soil from door.

2. Keep matting and runners clean and dry at entrance. Use vacuum, if necessary. Spot-mop these areas to remove tracked-in water or soil.
3. Keep waste receptacles emptied as required.
4. Pick up any items that have been dropped on floors.
5. Clean any spillage or soiled spots on floors with a mop. Spot- Clean spills on carpet.

b. Rest Rooms:

1. Trash empty rest room receptacles as required.
2. Check and refill dispensers.
3. Spot-clean soiled basins, toilet seats or any other fixture or partitions.
4. Clean and disinfect any spillage or soiled spots on the floors.

9. **Daily Outside Policing**

- a. Empty waste receptacles and replace plastic liners.
- b. Keep walkways clear of debris.
- c. Remove obvious debris from grounds, athletic areas, and parking areas.

Specification B
Weekly Cleaning When Students Are In School

1. Classrooms, Laboratories, Libraries, Auditorium and Shop Areas

- a. Thoroughly mop smooth flooring surfaces with a mild sanitizing solution.
- b. Completely vacuum carpeted areas, moving all furniture and rearranging as needed.
- c. Damp wipe doors.
- d. Dust window ledges, sills, displays and decorations. Dust horizontal furniture surfaces, inspect student desktop and spot-clean them to remove heavy soil, heavy markings or graffiti
- e. Dust vertical furniture surfaces, wall vents and vertical wall trim.
- f. High Dusting
- g. Clean doorknobs, push plates, and kick plates.
- h. Clean and damp chalk boards weekly, tray daily.

As Needed

In areas which have terrazzo or resilient tile floors which are located with floor finish or floor wax, buff the floors. Dust mop the floor after buffing as needed. If there are sealed concrete floors coated with floor finish or floor wax, these should be buffed monthly.

2. Rest Rooms

- a. Damp wipe vertical surface with a mild sanitizing disinfectant.
- b. De-lime urinals.
- c. Clean doorknobs, push plates, kick plates.
- d. Check ceilings for cobwebs
- e. Dust ledges, vents partitions, and light fixtures above sinks.

As Needed

Machine scrub rest room floors with a mild sanitizing disinfectant.

3. Offices, Lounges and Conference Rooms

- a. In areas which have ceramic, concrete, terrazzo or resilient tile floor, damp mop the entire area.
- b. Completely vacuum clean carpeted areas.
- c. Dust vertical furniture surfaces, wall vents, and vertical wall trim.
- d. Clean doorknobs, push-plates, and kick-plates.
- e. Check ceilings for cobwebs.
- f. Spray buff smooth floor surface traffic patterns every week. Spray buff entire flooring area monthly.
- g. Clean telephones with a mild sanitizing disinfectant.

4. Entrances and Lobbies

- a. Clean entrance-way glass.

- b. Completely damp mop ceramic, concrete, terrazzo and resilient tile floors.
- c. Dust vertical furniture surfaces, wall vents and vertical wall trim.
- d. Dust window sills, ledges and furniture loops.
- e. Clean brass doorknobs, rails, push-plates on doors, kick-plates on doors another pieces of brass trim.
- f. Check ceilings for cobwebs.
- g. Shampoo carpeted are monthly.
- h. Wipe baseboards.

Twice Per Week

Using a floor machine equipped with a buffing brush or pad, spray buff resilient tile and terrazzo floors. After buffing, dust and mop the floor as necessary.

5. Cafeterias, Lunchrooms

- a. Damp wipe vertical within 6 feet of ground level with a mild sanitizing disinfectant.
- b. Spray buff resilient flooring surfacing which are located with floor finish or wax.
- c. Vacuum Upholstered furniture.
- d. Clean doorknobs, push-plates, and kick-plates.

6. Locker Rooms, Dressing Areas and Gyms

- a. Thoroughly mop under moveable gym seats (monthly).
- b. Thoroughly vacuum floor areas.
- c. Clean shower heads, handles and other washroom hardware using a mild germicidal disinfectant.
- d. Thoroughly damp wipe vertical wall and locker surfaces within 6 feet of floor level with a mild germicidal disinfectant.
- e. Remove cobwebs.
- f. Clean doorknobs, push-plates, and kick-plates.

7. Stairways

- a. Dust mop. Dust handrails and any windows sills or ledges.
- b. Completely damp mop treads.
- c. Wash handrails.
- d. Wash stair rises monthly to remove soil, scuffs and shoe marks (monthly).

8. Minimal Service Areas, Mechanical Areas

- a. Remove trash and debris, monthly.
- b. Sweep hard surface floor areas, monthly.

9. Daily Outside Policies

- a. Remove cobwebs and debris from overhangs and wall.

10. Hallways

- a. Clean entrance-ways
- b. Completely damp mop ceramic, concrete, terrazzo and resilient tile floors.

- c. Dust vertical furniture, surfaces, wall vents, and vertical wall trim.
- d. Clean brass doorknobs, rails, push-plates on doors, kick-plates on doors and other pieces of brass trim.
- e. Check all ceilings for cobwebs.
- f. Shampoo all carpeted areas on a quarterly basis or as needed. Using a floor machine equipped with a buffing brush or pad, spray buff resilient tile and terrazzo floors. After buffing, dust mop the floor as necessary.

Specification C
Annual & Semi Annual Project Cleaning.

Project cleaning will be scheduled for the following on an as needed basis in the following area:

1. Floor care
2. Carpet care
3. Polish furniture
4. Wash walls, locker extensions and waste receptacles
5. Changing filters
6. Vacuum and shampoo upholstered furniture.
7. Wash interior and all first floor exterior windows.
8. Clean and wash lighting and mechanical diffuses.

Specification D
Miscellaneous Responsibilities

It is understood that, in each school, the custodians (particularly on the day shift) are there to support the school principal and staff. As such, unscheduled needs will arise from time to time, and need to be met by the custodial staff. There will be a day custodian available to support normally recurring miscellaneous duties that include:

- Flag rising and lowering
- Security of facility
- Morning check of functional integrity of the building hot water, heats, leaks, etc. (Except in schools that have an assigned school maintenance technician)
- Furniture moving
- Light bulb changing
- Set-up for meetings and graduations
- Post class schedule activity cleanups
- Assisting in receiving of supplies
- Incidental graffiti removal-interior
- Reporting observed safety hazards
- Scheduling work around evening classes, if applicable
- Snow removal from walkways
- Other duties as assigned by principal

Specification E
Minor Corrective Maintenance

The district will provide and maintain an issue of hand tools for each school (if none exists) to enable custodians to perform minor maintenance tasks. Contractor will also provide the employee training and quality assurance inspections to ensure proper performance of the tasks. Hand tools to be provided are:

- Claw hammer
- Hand Saw
- Standard pliers
- Wire Cutter pliers
- Selection of screw drivers
- Plungers
- Plumber's snake
- Adjustable wrenches
- Shovel
- Stepladder
- Oil can
- Work gloves
- Tool box

Minor corrective maintenance will be conducted in the following areas:

Emergency Window Repairs

1. Broken (replace with plywood until replacement is installed)
2. Panes will not slide
3. Will not open or close
4. Locking hook broken
5. Entrance door glass (replace with plywood until replacement is installed)

Light Replacement

1. Globe/cover missing
2. Glove/cover broken
3. Fixture broken
4. Globe/cover loose
5. Switch cover loose/missing
6. Light burned out

Minor Wall Repair

1. Baseboard off wall
2. Minor touch up painting, 6-inch circle or less
3. Mounting and hanging of pictures, tackboards, and supply dispensers

Door Repair

1. Squeaks
2. Name plate missing/broken
3. Card holder missing/broken
4. Door signs missing/broken

Exit signs Repair

1. Light out
2. Sign broken
3. Sign off wall
4. Sign missing

Curtain Repair/Possible Removal

1. Rod coming out of wall
2. Rod bent
3. Curtain off rod
4. Draw stick or cord repair/replacement

Desk Repair

1. Molding broken
2. Drawing handle missing
3. Drawer sticks/broken
4. Tack board replacement

Urinal Repair

1. Stopped up

Minor Plumbing Repairs

1. Nozzle stopped up
2. Drain stopped up
3. Faucet leaks
4. Handle broken/missing
5. Faucet stays on when turned off
6. Nozzle missing
7. Broken soap holder
8. Handle comes off
9. Shower curtain torn, missing/excessively dirty
10. Drain cover missing
11. Toilet stopped up
12. Toilet will not flush
13. Toilet paper holder broken/missing
14. Toilet seat broken
15. Latch on stall door broken
16. Faucet handle coming off
17. Sink stopped up
18. Drain stuck closed
19. Stopper will not hold water
20. Stopper missing
21. Reattach/replace shelves
22. Repair/replace paper towel dispenser

Specification F
Work Excluded from Service

1. Sanding of stage and gym floors.
2. Providing lawn seed or sod.
3. Provision of any pest control services.
4. Sandblasting exterior building services.
5. Major plumbing, electrical, mechanical or repairs of any kind, which cannot be performed by the Maintenance Department personnel.
6. Any major painting projects where time constraints and scope of work exceeds the capability of the staff and would negatively impact on their other job duties.
7. Cleaning of kitchen and serving area will be completed by the kitchen staff.
8. Cleaning of chalk erasers.
9. The washing or drying cleaning of curtains.

Specification G
Grounds Maintenance

The performance of this contract will include the following grounds maintenance duties:

1. Provide management skills in the operation of an effective grounds management program.
 - a. Said Management, if required will obtain a state certified pesticide applicator's permit within one year of operation.
2. Provide field support and technical backup to respond to the specific needs and concerns of the school district including athletic fields (maintaining safe playable surfaces specific to the sport) turf, woody ornamentals (perennials and annuals), staffing and the outfitting of proper hand tools for the staff.
3. Provide periodical surveys of operational standards for grounds management program and upgrade as needed to improve safety, efficiency and aesthetics.
4. Establish a cultural and operations calendar that outlines an annual program for grounds management practices.
5. Develop and implement training programs for grounds personnel by using the following:
 - a. Audio-Visual
 - b. Text and reference seminars
 - c. Professional seminars
 - d. On the job training
6. Quality control includes routine written inspections by resident manager and project engineer to assure quality and safety on school grounds and safe/playable athletic fields.
7. The program shall be designed to promote the safe and enjoyable use of recreational facilities as well as overall attractiveness of the school district. All equipment and supplies necessary to perform these services, including but not limited to tractors, lawn mowers, edgers, trucks, hand tools, seed, fertilizer, lime, herbicides, mulch, plant material, hoses, sprinklers, is responsibility of the school district.
8. The following services shall be performed:
 - a. The levels and frequency of turf care for each site shall be established and will be based on specific site use, relative impact on overall site appearance and safety factors.
 - b. Mowing will be done at intervals so as not to remove more than one third of the leaf surface. The frequency of mowing will be based on cultural practices, predetermined height, turf use, and turf genus species. When applicable directional mowing will be used so as not to develop a grain on the turf. Mower blades will be sharpened on a regular basis to eliminate any tearing and tattering of the leaf blade tips. Grass clippings will be left on the turf, unless they pose a health risk to the turf or become unsightly.
 - c. Core aeration will be done at least once a year on all common turfs, while athletic fields will receive a minimum of two aerations which will coincide with the associated sport provided that equipment is supplied by the school district.
 - d. Soil samples will be taken at the commencement of this contract to determine nutrient and PH levels. Results of soil samples will aid in determining fertility regimes and pH adjustments needed to grow vegetation. Expense for the sample analysis and all materials needed to restore nutrient levels will be that of the school district. Application will take place in the appropriate season and frequency and will be determined on turf use and desired results.
 - e. Seeding or sodding in established turf areas will be performed on damaged areas once the casual agent of demise is determined. Genus species of turf best suitable to the climate zone, use of

- the turf areas, and available light will be used. Athletic fields will be timed in accordance with the use of the field. Cleat seeding during the season may be required on the football and soccer fields in areas of heavy traffic. Materials and equipment to complete repairs will be supplied by the school district.
- f. Irrigation will be performed on any areas in which equipment and water are available. Areas will be prioritized to insure that heavily used fields are irrigated first. Frequency will be based on cultural practices, use, and climatic. A supply of water and equipment for application will be supplied by the school district.
 - g. Pest Management: No pesticides will be applied without proper procedures of identifying the target pest, reading of labels, MSDS sheets, the following of all local, state, and federal regulations. The applicator must have a valid pesticide applicator license in the jurisdiction before applying and pesticides. Materials and equipment for weed control will be supplied by the school district.
 - 1. Weeds: Control of non-desirable vegetation will be controlled with the use of pre-emergent and post-emergent herbicides or a combination of both. This includes turf areas, ornamental plant beds, sidewalks, parking lots, and along fences.
 - 2. Insects: Control of insect populations will be managed at an acceptable threshold with the use of biological (environmentally friendly) methods, and chemical insecticides, when necessary.
 - 3. Diseases: Control of diseases will be treated once identified as a curative versus preventative disease.
 - h. Field lining will be done to properly prepare the athletic field for interscholastic activities. Frequency will be based on field use. Materials and equipment for properly lining athletic fields will be provided by the school district.
 - i. Bare earth maintenance on tracks and in-field areas will be maintained as needed to keep up desirable condition for use. Supplies and equipment will be supplied by the school district.
 - j. Playground equipment will be inspected monthly and repaired as needed during the year. Supplies and parts for repair will be supplied by the school district.
 - k. Ornamental shrubbery will be pruned or sheared according to design intent and growth habit, and performed in a timely manner which is conducive to the plant. Rejuvenation pruning may be required and will be done when most advantageous to the plant. Any tree limbs that are a safety threat, dead, diseased, damaged, or corrective pruning within fifteen feet of ground level will be done by in-house staff. Appropriate equipment and disposal sites will be supplied by the school district.
 - l. Ornamental beds and trees will be mulched, have a defined edge, and be free of weeds prior to placement of mulch. See 3i. for proper weed control. Mulch shall not exceed a depth of two inches. Materials and equipment necessary for bed maintenance will be supplied by the school district.
 - m. The contractor will provide snow removal as is currently being provided. All capital equipment for snow removal will be provided by the school district.