SNOW REMOVAL SERVICES BID #3206

East Orange School District 199 Fourth Ave. East Orange, NJ 07017

EAST ORANGE SCHOOL DISTRICT

"Developing Leaders One Student At a Time"

Snow Removal Services for the East Orange School District Bids Due: October 15, 2020 at 1:00 p.m. Conference Room A (Bid opening will be streamed live via Zoom)

https://www.eastorange.k12.nj.us/Purchasing

AbdulSaleem R. Hasan, Superintendent of Schools

Beth Brooks, Board Secretary/School Business Administrator

Christina Hunt, Assistant School Business Administrator

SECTION I INSTRUCTIONS TO BIDDERS BIDDING REQUIREMENTS SNOW REMOVAL SERVICE

S E C T I 0 N I-INSTRUCTIONS TO BIDDERS & BIDDERS REQUIREMENTS 1:1 RECEIPT OF PROPOSALS

Sealed proposals are invited by the East Orange School District, for the purpose of "Snow Removal Services" and will be received by the Board Secretary/SBA, on

Thursday October 15, 2020 beginning at 1:00 p.m. and ending at approximately 1:15 p.m.

No bids will be accepted after the above time and date.

The Specifications and other necessary forms, as hereinafter indicated, including instructions to Bidders may be obtained from the Business Office, 199 Fourth Ave., East Orange, New Jersey any day Monday to Friday, inclusive, during normal working hours between 8:30 A.M. and 4:30 P.M., local prevailing time. The bid specifications will also be posted and available to all prospective bidders by logging onto our website at https://www.eastorange.k12.nj.us/Purchasing-Recommended Preference!

1:2 DOCUMENTS TO BE SUBMITTED IN BID

- 1. Certified check or cashier's check in the amount of 10% of the Total Bid, but not more than \$20,000; payable to East Orange School District; or Bid Bond in the amount of 10% of the Total Bid for one year but not more than \$20,000 in form approved by the Board Secretary/SBA.
- 2. A Consent of Surety in the principal sum of One hundred percent (100%) of the contract amount.
- 3. Bid Document Submission Checklist.
- 4. Business Registration Certificate
- 5. Acknowledgement of Receipt of Changes to Bid Document(s)
- 6. Non-Collusion Affidavit
- 7. Affirmative Action Affidavit.
- 8. Stockholder Disclosure Statement.
- 9. Statement of Bidder's Qualifications, Experience and Financial Ability.

All of the foregoing shall be submitted in accordance with the detailed instructions hereinafter contained.

Failure to accurately complete any of the above mentioned Documents may result in the rejection of the Bid or Award.

1:3 SPECIFICATIONS

The work "Specifications" is intended to include all documents related to the Snow Removal Contract. The bidder is referred to Section 2, entitled "Scope of Work", which is made part hereof in the same manner as though fully recited herein. The division of the Specifications into separate parts is merely for convenience and ready reference. It is intended that all parts of the Specifications including the Proposals and Contract shall constitute a single document.

1:3.1 CHALLENGES TO SPECIFICATIONS

The East Orange School District requires that all challenges to these

Specifications shall be in writing to the District no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the District or the Award of the Contract.

1:4 PROPOSAL

The Proposal shall be submitted properly and accurately completed in accordance with the form thereof.

The Acknowledgment and Affidavit, which is an innate part of the Proposal, must be executed by the President or authorized Officer, if the bidder is a Corporation, or by an Owner or Partner, if the bidder is an individual or a partnership; failure to comply will result in rejection of the bid or award. If the Proposal is made by an individual, his/her name and complete business address shall be given; if made by a co-partnership or joint venture, the name and complete business address of said co-partnership or joint venture with the name and complete address of each member thereof shall be given; if made by a corporation, the President or Authorized Officer signing the Proposal must be duly authorized, and the Proposal shall contain the names of the officers, and complete street address of the principal office and the name of the State under the laws of which the corporation is chartered. The Seal of the Corporation shall be affixed. If the bidder is a Corporation of a State other than New Jersey, it must be authorized to do business in this State and submit proof thereof.

Submission of a Bid Proposal serves as the Bidder's representation that he/she has read and understands the Bid Specifications and that he/she has duly considered all information contained therein in the course of preparing its Bid Proposal. Moreover, submission of the Bid Proposal serves as the Bidder's representation that if awarded the Contract, the successful Bidder will not make any claims for, or have any right to, any concessions or damages because of a lack of understanding of the Bid Specifications or lack of information concerning the same.

1:5 BID DEPOSIT

1:5A CERTIFIED OR CASHIER'S CHECK

Should the bidder accompany his Proposal with a certified or cashier's check, said check shall be in the amount of 10% of the Total Bid, (but not more than \$20,000) made payable to "East Orange School District". In the event that the Bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required or fails to furnish the required Performance Bond, properly executed within the time provided, the award to him/her shall be annulled and said amount so deposited by him/her with this Proposal shall become the property of the East Orange School District as damages in accordance with Section 1:5C.

1:5B BID BOND

Should the Contractor accompany his Proposal with a Bid Bond, said Bid Bond shall be in the amount of 10% of the Total Bid (but not more than \$20,000), executed by a responsible Surety (Bonding) Company in good financial standing, authorized to do business in the State of New Jersey, and satisfactory to the Board Secretary/SBA of the East Orange School District, conditioned upon furnishing the bidder, if awarded the Contract,

with a Performance Bond. Damages will be calculated in accordance with Section 1:5C.

1:5C CALCULATION OF DAMAGES

In the event the Bidder fails to enter into the Contract, said Bidder shall be liable for the difference in money from the amount of his Bid and the amount for which the District may legally contract with another party to perform the work, if the latter amount be in excess of the former; in no event shall the liability hereunder exceed the sum of \$20,000 not including Surety.

1:6 RETURN OF BID DEPOSIT

After bids have been opened, bid security except those of the three lowest responsible bidders, shall be returned within ten (10) business days. The said bid security to be held will be returned upon the signing of the Contract and the delivery of the Performance Bond as herein provided.

Within three (3) days, Sundays and Holidays excepted, after the awarding and signing of the Contract and the approval of the Contractor's Performance Bond by the Board Secretary/SBA, the bid security of the remaining unsuccessful bidders shall be returned to them.

1:7 DETAILS CONCERNING BIDS

No bids shall be considered which are presented after the public bids.

Bids shall be enclosed in sealed envelopes bearing on the outside the name and complete address of the bidder and marked "SNOW REMOVAL SERVICES". Bids shall be submitted only on the form of Proposal prepared by the District.

The District reserves the right to reject any or all Bids not submitted on the form of Proposal provided by the District.

No bids shall be accepted by Telecopier (FAX).

1:8 RIGHT TO REJECT BIDS OR AWARD

In addition to provisions of NJSA 18A:18A-22, the District reserves the right to reject **any** bid or award that is not in the best interest of the District including but not limited to the District's ability to conclude negotiations because of change of circumstances or under the following circumstances:

- If the bidder fails to furnish any of the information required pursuant to any portion of the bidding documents or Specifications or Proposal Sheets.
- If the bidder misstates or conceals any fact in the bidding documents or proposals.
- If the Proposal does not **strictly** conform to the requirements of the Specifications.
- If it is determined that the bidder is not responsible, which determination shall be made in accordance with law.
- If the Bidder fails to provide such information as the Board may request during its Bid Review process.
- For any other reason which in the judgment of the Board Secretary/SBA

requires the Board of Education to reject the Proposals in the best interest of the District.

The District, with the approval of the Board Secretary/SBA, further reserves the right to waive informalities referenced above.

1:9 CONDITIONED PROPOSALS

The Bidder shall not in any way change the Proposal, Instructions to Bidders, Bidding Requirements, or Scope of Work, and shall not in any manner or form amend, change or condition them by adding a rider, clause or word. In the event the Bidder shall amend, change, modify or condition the substance of the foregoing documents, the Bid shall be rejected.

1:10 AWARD OF CONTRACT

If the District chooses to award a Contract to the lowest responsible bidder, such award will be made within sixty days of the receipt of Bids. Should award be anticipated after the expiration of said 60-day period, bidders will be given the option of either extending the bid guarantee period, as required, or withdrawing their bid without penalty to either party. The District reserves the right to require supplementary information during the Bid Review Process as may be necessary to determine the responsibility of the Bidder, without penalty.

The Contract will be awarded to the bidder whose aggregate bid price for the BASE BID is the lowest responsible bid.

The District has the right to Award this Contract to one or more Bidders.

All parties shall sign the Contract within 21 days of the Award, Sundays and Holidays excepted.

1:11 WHEN THE CONTRACTOR IS TO EXECUTE CONTRACT

The Bidder to whom the Contract is awarded shall execute such Contract and other documents, as provided for in the Specifications, and deliver the same to the District within ten (10) days, but not more than twenty-one (21) days, Sundays and Holidays excepted, after receiving notification in writing from the District, unless the District shall grant, in writing, further time for so doing. Written notice of the Award of the Bid, shall be mailed, certified mail return receipt, to the complete address of the bidder, as given upon the Proposal, and shall constitute the notice required hereby, and the time limit for the execution of the Contract shall commence to run from the day the notice is actually deposited in the Post Office in the City of East Orange.

1:12LAW

Law shall include "in accordance with law" and "in compliance with law" and other words, phrases and clauses of similar import, and shall mean and include as judicially interpreted: The Constitution of the State of New Jersey; The Charter and Code or Ordinances of the City of East Orange; Statutes and Codes of the State of New Jersey; any codes, regulations, directives, orders and mandates having the effect of law enacted.

by any Federal, State or County Department, Board, Agency, Commission, or political subdivision of the foregoing, where applicable to the Snow Removal Specifications, or the Contract.

During the performance for this contract, the Contractor agrees as follows:

Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States or nationality;

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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;

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States or nationality;

Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Counsels' commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. Contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable City Of East Orange employment goals prescribed by N.J.A.C.17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in Accordance with a binding determination of the applicable City of East Orange employment goals of the affirmative action office pursuant to N.J.A.C. 17:1975, c. 127, as amended and supplemented from time to time.

Contractor agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States or nationality, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Contractor agrees to revise any and all 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.

Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States or nationality, and conform with the applicable employment goals, 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 furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations and for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17:27.

The failure of the District at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

This Contract shall be binding on the heirs, successors, and assigns of each party hereto.

The term of the Contract shall be for a period of twenty-four (24) months, with an option to renew for one (1) additional twelve (12) month period, and shall not automatically renew without further specific authorization of the District as described in Section 2:1.1.

This Contract is made subject to and shall be construed and governed by the laws of the State of New Jersey.

The relationship of the parties to this Contract is that of an independent contractor. Nothing in this Contract or Specifications shall be construed so as to create a partnership or any other employer/employee relationship between the parties.

The Contractor further agrees to comply with the requirements of the Federal Americans with Disabilities Act (ADA) and the Federal Rehabilitation Act of 1973, as same has been amended and supplemented.

SECTIONII

TECHNICAL PROVISIONS

SNOW REMOVAL SERVICES

SECTION II- TECHNICAL PROVISIONS

2:0 SCOPE OF WORK

2:1 INTENT

It is the purpose and intent of these specifications to obtain the services of a Contractor or Contractors qualified to provide Snow Removal Services to the East Orange School District.

It is strongly recommended that. the Bidder visit the District and thoroughly acquaint him/herself with all conditions. Additionally, upon execution of the Contract the Contractor will not be relieved of any responsibility due to his failure to familiarize himself with the District or any other aspect of these specifications.

2:1.1 CONTRACT PERIOD

The service described in the Specifications shall be for a period of twenty-four (24) months or 2 snow seasons, beginning on November 15, 2020 and ending on April 30, 2022, with an option to renew for one (1) additional twelve (12) month period, (with activity of snow removal during the winter months).

If the Board of Education finds that the Contractor is providing the Snow Removal Services in an effective and efficient manner, the Board shall extend the Contract pursuant to N.J.S.A.18A:18A-42.

2:1.2 DEFINITIONS

"Contract Administrator" shall be Board Secretary/SBA, or his/her duly authorized designee. He/she shall interpret, amplify and to add explanatory information and instructions to the Specifications so far as the Specifications relate to the performance of said Snow Removal Services.

"Contractor" means the lowest responsible and responsive bidder to whom award of the contract for Snow Removal Services shall be made.

"Finish Time" shall mean the time expressed in military (24-hour clock) time that the Contractor has completed his/her assigned Removal schedule.

"Reporting Time" shall mean the time expressed in military (24-hour clock) time that the Contractor reports to the East Orange School District fully equipped to begin the work assigned.

"Snow Season" shall mean the period extending from November 1, through April 30 of the following year.

"Streets" shall mean all public highways, avenues, streets, lanes, boulevards and public places within the limits of the City of East Orange, on District property.

"City" shall mean the City of East Orange, New Jersey.

"Board" shall refer to the East Orange Board of Education, aka the "District".

2:1.3 BASE BID

The Contractor, for the price bid, shall furnish at his/her expense, and without liability to the Board all labor and equipment necessary and proper, to provide the adequate, uninterrupted Snow Removal Services as described in Section 2:1.4, during the term of the Contract, and in accordance with the Specifications.

Payment for the Service provided under this Item shall be made in accordance with Section 2:4 INVOICE AND PAYMENT PROCEDURE.

2:1.4 SNOW REMOVAL SERVICE

Snow Removal Service shall mean the adequate, uninterrupted Removal of snow, curb to curb, from Streets and certain Board of Education properties within the City under the direction of the Contract Administrator.

Included in the Hourly Price Bid for Snow Removal Service is the furnishing of trucks with plows mounted, qualified drivers, fuel, oil, ballast, insurance, supervision as required, and all else necessary thereof and incidental thereto.

It must be fully understood that whenever the contractor receives a call-out to provide Snow Removal Service that all trucks reporting to the District will generally be required to operate continuously until the Streets assigned have been cleared sufficiently in the opinion of the Contract Administrator.

The Contractor must be able to provide sufficient relief drivers to ensure that the trucks remain operational throughout the storm event and to ensure the safe operation of the vehicles.

The Contract Administrator will assign the Streets where the Contractor is to perform Snow Removal Service.

Within two weeks of Award of the Contract the Contractor is required to meet with the Contract Administrator to review and become familiar with the District's Removal areas and routes.

At the beginning of the Second Snow Season the Contract Administrator will again review with the Contractor the District's Removal areas and routes.

It shall be the responsibility of the Contractor to familiarize his/her drivers with the District's Removal areas and routes.

2:1.5 AVAILABILITY AND READINESS

The Contractor shall be readily available during Snow Season to provide Snow Removal Service upon receipt of Call-out notice from the District.

Call-out will be made, when in the opinion of the Contract Administrator, the entire District requires Removal. Call-out will also be made when the identified East Orange Board of Education properties have snow accumulations in excess of three (3) inches.

The Contractor shall not report without first receiving a Call-out from the District. The Contractor shall be required to provide a list of phone numbers and/or pager numbers that may be called at any time 24-hours a day seven (7) days per week to be used for Call-out(s).

The Contractor shall be required to report to the District within one (1) hour of notification.

2:1.6 EQUIPMENT

All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract and **in addition shall determine the type of equipment to be used during each storm.** The Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract.

All 2-wheel drive vehicles shall be equipped with tire and tow chains. All 4-wheel drive vehicles shall be equipped with tow chains.

Equipment used for Snow Removal shall be licensed to operate in the State of New Jersey and capable of performing Snow Removal Service.

Trucks shall be classified by Gross Vehicular Weight (GVW) as follows:

• Class "C"-8,600 to 19,999 lbs.

Any truck with a GVW of less than 15,000 lbs. shall be 4-wheel drive.

All trucks used must be equipped with a power reversing straight plow with a width of no less than 8'l'2 feet with a rubber or plastic blade installed.

All trucks providing Snow Removal Service shall be equipped with revolving or flashing safety lights and "plow lights" in addition to the vehicle's normal headlamps and hazard lights.

During the Storm Event the Contractor shall be permitted to enter the District Garage, located at 532 Grove St. in East Orange, to perform minor and/or emergency adjustments or repairs to Removal equipment.

2:1.6.1 REQUIRED EQUIPMENT

The Contractor shall be required to supply a minimum of two trucks so equipped to provide Snow Removal Service and have at least one truck of equivalent configuration available in case of break down.

The Contractor shall only be paid for vehicles actually providing Snow Removal Service.

2:1.6.2 REFUELING

The contractor's fuel supply for his/her vehicles shall be within a five (5) mile radius of the City of East Orange.

All vehicles must be refueled with a minimum loss of operating time.

2:1.6.3 SEASONAL COMPENSATION

The contractor shall be compensated for actual time spent performing the Snow Removal Service.

2:1.7 PERFORMANCE

The Contract Administrator will monitor the Contractor's work performance. All Snow Removal Service shall be completed in accordance to the Specifications and to the complete satisfaction of the Contract Administrator.

Streets

Streets shall be plowed curb to curb to bare pavement with no "Snow Islands" or substandard travel ways remaining at the conclusion of the work. Roads shall be treated with an approved deicing compound/mixture immediately following Removal. Approved deicing compounds include Salt Brine, Calcium Chloride - CaCl & Magnesium Chloride - MgCl. Friction and deicing mixtures may also be used at the discretion of the Board Secretary/SBA or designee.

Parking Lots

Parking lots shall be plowed to bare pavement so as to allow full functionality, ingress and egress. Wearing surfaces shall be treated with an approved deicing compound/mixture immediately following Removal. Approved deicing compounds include Calcium Chloride - CaCl, Magnesium Chloride - MgCl & Brine. Friction and deicing mixtures may also be used at the discretion of the Board Secretary/SBA or designee.

The contractor shall be responsible for all damage to District owned property resulting from the Removal operation and shall be required to replace same at no cost to the District.

For East Orange School District (EOSD) properties the contractor shall be responsible for locating obstacles such as oil fill lines etc. which can be damaged during Removal operations. The contractor shall be responsible for the repair/replacement of any and all East Orange School District prope1ty (fences, buildings, ramps, vehicles, islands, traffic control devices etc.) damaged during Removal operations at no cost to the EOSD.

The Contract Administrator shall reprimand any deficiency in the Contractor's performance to the Contractor who shall be required to correct such deficiencies prior to leaving the District. If the condition of any plowed area is deemed unsatisfactory by the Contractor Administrator and the Contractor is directed to re-plow same with no time being paid for the re-Removal effort. The Contractor shall not leave the District without obtaining permission from the Contract Administrator or designee.

Should the Contractor's performance during the contract be deemed unsatisfactory by the Contract Administrator for reasons which may include, but not be limited to, late response to Call-out, unavailability of a full complement of vehicles and drivers, poor Removal practices, and failure to respond to the directions of the Contract Administrator or his/her designee, the Contract will be terminated by the District.

The City of East Orange shall provide salt and/or brine to the contractor for use on EOSD parking lots or municipal streets. Failure to use the deicing or anti-icing material provided for the designated properties will be deemed a material breach of contract and the services will be immediately terminated.

<u>2:2.0 EMPLOYEES</u> 2:2.1 DRIVERS

The Contractor is responsible for providing sufficient drivers to work within the rules, regulations and requirements of their Motor Vehicle Driver's License and the vehicle they are driving.

Drivers must have at least two (2) years' experience in Removal snow from Streets.

The Contractor shall have sufficient drivers available to operate the vehicles 24 hours a day seven days per week if needed.

The Contractor shall provide personnel who are able to speak and understand instructions and direction given in English.

2:2.2 EMPLOYEE WORKING CONDITIONS

All work performed under the terms of this contract shall conform to the requirements of any applicable Local, State, or Federal Codes, Laws, or Agencies. The Contractor's attention is specifically directed to the Occupational Safety and Health Act (OSHA). All work shall be in accordance with the requirements of current OSHA standards. Should a conflict exist between the method of work specified and the applicable OSHA regulation, the OSHA regulation shall prevail. Rotation of the drivers shall be at the discretion of the Contractor in providing continuous operation, which will ensure the safety of the drivers and the public.

2:2.3 AFFIRMATIVE ACTION

- A. The Contractor's attention is directed to "New Jersey Public Laws 1975, c. 127 (N.J.A.C. 17:27); Procurement or Service Contract; Mandatory Language" which is herein incorporated by reference.
- B. Within seven days after receipt of notification of the Board of Education intent to award any contract the contractor must submit one of the following to the contracting unit:
 - 1. If the Contractor has a federal affirmative action plan approval that consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.
 - 2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy of the certificate.
 - 3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.
- C. If the Contractor does not submit the affirmative action document within the required time period, the East Orange School District may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the East Orange School District to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

2:2.4 SUPERVISION

The Contractor shall provide supervision by a competent employee for the purpose of ensuring that service is properly completed in accordance with the provisions of this contract.

The Contractor shall supply supervision to maintain order and control. There shall be one overall project supervisor who shall be the Contractor's contact person.

2:3 HOW BIDS WILL BE EVALUATED

The winning bid will be the one submitted with the lowest hourly cost for snow Removal Districtwide. It is expected that the contractor shall fully achieve the results specified in Section 2:1.7 PERFORMANCE.

2:4 INVOICE & PAYMENT PROCEDURE

2:4.1 BASE BID

Payments shall be made to the Contractor at the BASE BID PRJCE (Hourly Rate).

Time for Snow Removal Service will begin at Reporting Time and cease when Removal is completed to the satisfaction of the Contract Administrator.

The Contractor shall be paid only for the time actually Removal. No travel, stand-by time or break-down will be allowed.

The Contractor shall only be paid at the hourly rate in the BASE BID PRICE with no adjustment allowed for weekends or holidays.

If the condition of a street or parking area is deemed unsatisfactory by the Contractor Administrator, the Contractor shall be directed tore-plow same and no time shall be paid for their removal.

The Contractor shall submit all invoices for services in accordance with the requirements of this section for the work performed.

- A. Within 10 days following the end of the storm event the Contractor will submit an invoice to the Contract Administrator containing the following information:
 - a. Number of Vehicles used identified by their license plate number.
 - b. The Reporting Time and Finish Time for each vehicle and the total number of hours each vehicle worked.
 - c. Location(s) were the vehicles worked.
- B. The District shall pay all invoices within 45 days of receipt.

2:5.0 INSURANCE

2:5.1 LIMITS

The Contractor shall take out, and maintain in full force and effect at all times during the life of the Contract, Public Liability and Property Damage Insurance including Automotive and Vehicular coverage, and appropriate Workers' Compensation Coverage, with a company or companies authorized to do business in the State of New Jersey. The policies of insurance and companies selected shall be acceptable to and approved by the District, and shall protect him/her performing work covered by this Contract, from any and all claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations be by himself or by anyone directly or indirectly employed by either of them. The insurance Policy shall be so written as to name the East Orange School District as an Additional Named Insured indemnifying the District with respect to the Contractor's action as a part of this Contract. The amount of such insurance shall be as shown in the following paragraphs:

Public Liability and Property Damage Insurance of the type commonly known as "Combined Single Limit" in the amount of \$1,000,000 for both public liability and property damage.

Standard Workers' Compensation and Employers' Liability Insurance indemnifying the Contractor against any loss arising from liabilities for injuries sustained by any and all agents and servants of the Contractor as may be required by law.

2:5.2 CERTIFICATES

Upon notification by the District, the lowest bidder shall supply to the Board Secretary/SBA within 5 days of notification, a Certificate of his insurance carrier or carriers that the policies hereinabove required are in full force and effect for the amount required by the Specifications. In addition, the Contractor shall file with the Board Secretary/SBA at least ten (10) days prior to the commencement of the work to be performed under this Contract, certificate of his insurance carrier or carriers that the policies herein above required are in full force and effect. In addition, the Contractor shall at least ten (10) days prior to any renewal date of the foregoing policies, file certificate of the renewal and continuance of said policies during the life of the Contract. Each certificate shall specifically provide and shall contain the endorsements that shall name the East Orange School District as an Additional Named Insured indemnifying the District with respect to the Contractor's action as a part of this Contract, and the East Orange School District must be named as a Certificate Holder on all policies covering this Agreement, so that they are notified if the policy is going to be canceled. The insurance carrier shall give not less than thirty (30) days' notice in writing to the East Orange School District of its intention to cancel said policy. The Board Secretary/SBA shall approve the certificates. If there is cancellation of any policy issued in the name of the Contractor, then, when rewritten, the cost of the new policy shall be borne by the Contractor.

2:5.3 INDEMNIFICATION

The Contractor shall indemnify and hold the District harmless from and against any and all claims, and liability of any kind, which may result or arise, directly or indirectly from or by reason of the performance of the Snow Removal Service. The Contractor shall also indemnify and hold the District harmless from any act or omission by the Contractor, its agents, servants, employees, subcontractor's successors or assignees which shall result in any loss of life or property or injury or damage to persons or property in accordance herewith as well as in accordance with the provision of the Performance Bond.

2:5.4 CONTRACTOR DAMAGE CLAIMS

The Contractor shall make no claim against the District, its Officers or Employees for any damages of any description or costs incurred by Contractor by reason of damage to the Contractor's Snow Removal equipment damaged during the course of providing Snow Removal Service to the District.

2:5.5 ACCIDENT REPORTING

The Contractor shall promptly report to the City of East Orange Police Department and the Contract Administrator all accidents whatsoever arising out of or in connection with the performance of Snow Removal Service, which cause death, personal injury or property damage.

2:6.0 ASSIGNMENT OF CONTRACT

Except as provided herein, the Contractor shall not assign, transfer, convey or in any other manner dispose of this Contract or his obligations hereunder, nor shall he/she in any

manner dispose of his right, title or interest in or to it or any part thereof, or assign by Power of Attorney or other instrument any of the monies due or to become due under this Contract.

If the Contractor's entire company is sold, this Agreement shall be binding on his/her successors or assignee and will remain in full effect.

No such assignment, transfer, conveyance or other disposition with respect to all or any part of said Contract shall be valid or effective until the document evidencing said assignment, transfer, conveyance or other disposition shall be filed in the Business Office, reviewed and approved by the Board Secretary/SBA, endorsed and certified by both or all parties to said transaction to be a true and complete copy of the entire transaction.

2:7. NOTICE

Before the Contract shall be declared terminated under items of Section 2:7.1 of these Specifications, the District shall give notice to the Contractor the reasons for the termination, and the time and the place of hearing, held before the Board of Education, concerning said charge. The hearing shall not be less than two business days after the date of the mailing of said Notice. During the hearing the contractor may have a certified shorthand reporter present and at which hearing he/she may defend and be represented by counsel. If the Contractor shall have said reporter present, he/she shall furnish to the District a true copy of the transcript of the hearing without cost to the District.

All notices given pursuant to this Contract shall be in writing and delivered by mailing same, by regular mail, to the District at the address set forth below:

Beth Brooks SBA Board Secretary East Orange School District 199 Fourth Ave East Orange, NJ 07017

2:8 PERFORMANCE BY THE EOSD

Nothing herein shall restrict the power and authority of the Board Secretary/SBA and Board of Education to act in an emergency to assure continuity of Snow Removal Service as provided herein. The District may, in the event the Contractor fails to perform, charge the expense of labor and equipment to the Contractor, and the expense so charged shall be deducted and paid by the District out of such Monies as may be either due, or may at any time thereafter become due to the said Contractor under the Contract. If the expense is greater than the amount, if any, due or to become due to the Contractor, under this Contract, then the Contractor shall promptly remit to the East Orange School District (EOSD), the total amount of such excess, and the surety bond required herein, in any manner be released from liability to indemnify the East Orange School District in full for any damages or loss suffered by the said District, by reason of any breach of the terms, conditions, covenants and agreements of the Contract.

The District represents that it has and will have sufficient funds available in the District fiscal year and subsequent budgets to pay all the bills of Contractor for the services rendered by Contractor to the District to the extent of, and this Contract shall be limited to, such amounts as may be from time to time appropriated by the governing body.

2:9 CHANGES TO SPECIFICATIONS

These Specifications contain all the terms and conditions for Snow Removal Service, and there are no other specifications, written or otherwise, between parties regarding the subject matters of these Specifications. No alterations, changes, modifications or variations of these Specifications or terms thereof shall be valid unless in writing and signed by the District and the Contractor or their duly authorized representatives.

2:10 STREETS TO BE PLOWED

Streets to be plowed will be at the discretion of the Board Secretary/SBA.

2:11 EOSD PROPERTIES TO BE PLOWED

| | | APPROX. | | |
|---|------------------------------|-------------|--|--|
| | | PARKING LOT | | |
| SCHOOL BUILDING/LOCATION | ADDRESS | AREA(SF) | | |
| Administrative Building | 199 Fourth Ave. | 33,700 | | |
| Paul Robeson Stadium | Park Ave & N. Clinton Street | 30,900 | | |
| Mary Dantzler Center | 308 Prospect Street | 21,000 | | |
| HIGH | SCHOOLS | | | |
| East Orange Campus High School | 344 Prospect Street | 54,000 | | |
| STEM Academy | 129 Renshaw Avenue | 20,800 | | |
| Cicely Tyson School for Performing A rt s | 34 North Walnut Street | 80,000 | | |
| | | | | |
| MIDDL | E SCHOOLS | | | |
| Old Cicely Tyson School for Performing Arts | 161 Elmwood Avenue | 78,000 | | |
| STEM Academy | 129 Renshaw Avenue | 20,800 | | |
| John L. Costley | 116 Hamilton Street | | | |
| Patrick F. Healy | 116 Hamilton Street | 32,600 | | |
| Sojourner Truth | 116 Hamilton Street | | | |
| ADULT CENTER | | | | |
| Bernie L. Edmonson Ed. Center | 74 Halsted Street | 22,000 | | |
| EARLY CHILDHOOD | | | | |
| Althea Gibson Early Childhood Ed. Academy | 490 William Street | 19,000 | | |
| Wahlstrom Early Childhood Center | 340 Prospect Street | 77,000 | | |
| ELEMENTARY SCHOOLS/NORTH SIDE | | | | |
| Edward T. Bowser, Sr. Unique School | 180 Lincoln Street | 20,000 | | |
| George Washington Carver | 135 Glenwood Ave. | 20,000 | | |
| J. Garfield Jackson, Sr. Academy | 106 Prospect Street | 22,000 | | |
| Johnnie L. Cochran, Jr. Academy | 190 Midland Avenue | 22,400 | | |
| Whitney E. Houston Academy | 215 Dodd Street | 55,000 | | |
| Gordon Parks | 98 Greenwood Avenue | 9,000 | | |

| | | APPROX. PARKING LOT |
|-----------------------------|-----------------------|------------------------|
| SCHOOL BUILDING/LOCATION | ADDRESS | AREA(SF) |
| ELEMENTARY SO | CHOOLS/SOUTH SIDE | |
| Benjamin Banneker Academy | 500 S. Clinton Street | 20,900 |
| Dionne Warwick Institute | 120 Central Avenue | 46,779 |
| Ecole Toussaint Louverture | 330 Central Avenue | 24,400 |
| Mildred Barry-Garvin | 1 Grove Place | 3,000 |
| Langston Hughes School | 181 Elmwood Avenue | 55,300 |
| Washington Academy of Music | 175 Sanford Street | 29,000 |

NEW ELEMENTARY SCHOOL LOCATED ON THE NORTHSIDE:

Sheila Y. Oliver Academy 404 No. Grove Street/Corner of Springdale Avenue Approximate Area – 9,000 SQ FT.

SECTION III

BIDDING DOCUMENTS

SNOW REMOVAL SERVICES

7. List all trucks available for Snow Removal Service.

(use the following format when listing trucks)

| Item | Truck |
|--|-------|-------|-------|-------|-------|-------|-------|
| MAKE | | | | | | | |
| YEAR | | | | | | | |
| MODEL | | | | | | | |
| GVW | | | | | | | |
| BODY TYPE | | | | | | | |
| SIZE OF BODY | | | | | | | |
| LICENSE PLATE# | | | | | | | |
| 2 or 4 WHEEL DRIVE | | | | | | | |
| PLOW SIZE | | | | | | | |
| WHERE EQUIPMENT CAN BE VIEWED | | | | | | | |

use ADDITIONAL SHEETS IF REQUIRED FOR QUESTION #7

8. Additional remarks, if you wish to make any:

Snow Removal Services

The foregoing is a true statement of acts, and I agree that if any statement is found to be incorrect or false, that the East Orange School District will reject my bid or award.

| Signed: | - | |
|--------------------------------|---|-----------|
| | (print name) | |
| Company: | | |
| Dated: | | |
| Note: if bidder questionnaire. | is a corporation, the corporate secretary should exec | eute this |
| EOSD | 21 | Bid #3206 |

NON-COLLUSION AFFIDAVIT

| State of New Jersey County of | SS: |
|---|--|
| I,(name of affiant) | residing in(name of municipality) |
| (name of affiant) | (name of municipality) |
| in the County of being duly sworn according to law | and State of of full age, on my oath depose and say that: |
| I am | of the firm of(name of firm) |
| | etly or indirectly entered into any agreement, participated straint of free, competitive bidding in connection with the tained in said proposal and in this affidavit are true and |
| contract upon an agreement or understanding for except bona fide employees or bona fide established | a commission, percentage, brokerage, or contingent fee, decommercial or selling agencies maintained by |
| Subscribed and sworn to | |
| before me this day | Signature |
| | (Type or print name of affiant under signature) |
| Notary public of | |
| My Commission expires | |
| (Seal) | |

AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

| (a) A photocopy of a valid letter that the contractor is operating under an existing |
|--|
| Federally approved or sanctioned affirmative action program (good for one year from |
| the date of the letter); |

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

| COMPANY: | SIGNATURE: |
|-------------|------------|
| PRINT NAME: | TITLE: |
| DATE | |

EAST ORANGE SCHOOL DISTRICT EAST ORANGE, NEW JERSEY

P.L. 1975 C. 127

AFFIRMATIVE ACTION POLICY - STATE OF NEW JERSEY

FOR FIRMS OF LESS THAN FIFTY [50] EMPLOYEES

Vendors of less than fifty [50] employees are required to complete an affidavit of Affirmative Action. If during the term of the contract the firm's workforce increases to fifty [50] or more employees, the East Orange Board of Education shall be notified. At this time, an Employee Information Report [Form AA302] must be completed and returned to the East Orange Board of Education.

AFFIRMATIVE ACTION AFFIDAVIT

[to be completed by firms with less than fifty [50] employees]

| Ι, | , of | the | in the County |
|--------------------|---|--|---|
| of | , State of | | , of full age, be in duly |
| sworn according to | o law on my oath depose, and say th | nat: | |
| 1 | . I am, [president, partner, owner | ·] of the firm of | |
| | a bidder making a proposal upo | n the above named project. | |
| 2 | more inclusive of all officers and | | employees or a |
| 3 | 3. I am familiar with the Affirmativ and regulations issued by the Ti | - | |
| 4 | also aware that the contract my | v Jersey including those required pursuant thereto, that no moreof, until an Affirmative Act | red by P.L. 1975, c 127 and nies will be paid by the State ion plan is approved, I am |
| | contracts, for a period of up to fi | • | rea nom an paone |
| 5 | 5. In the event my workforce incre Sate Affirmative Action Office ar | | |
| Sw | orn to and subscribed before | Signature of Authorized Rep | nrecentative |
| me | e thisday of | | n coontaine |
| | | Name & Title | |

N.J.S.A. 10:5-31 and N.J.A.C. 17:27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE Goods, Professional Services and General Service Contracts (Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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 or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE Goods, Professional Services and General Service Contracts (Mandatory Affirmative Action Language)

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 Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.</u>

| FIRM NAME: | | |
|---------------------|-------|--|
| OFFICER OF COMPANY: | | |
| SIGNATURE: | DATE: | |
| TITLE: | | |

STOCKHOLDER DISCLOSURE CERTIFICATION This Statement Shall Be Included with Bid Submission

EAST ORANGE SCHOOL DISTRICT

| | 5 | pelow contains the name ssued and outstanding s | stock of the unde | dresses of all stockholders holding ersigned. |
|--------|---|--|-------------------|--|
| | OR I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned. | | | |
| Check | k the box that represe | ents the type of busine | ss organization | : |
| □Lim | mership ited Partnership chapter S Corporation | □Corporation □Limited Liability Co | orporation | Sole Proprietorship Limited Liability Partnership |
| Sign a | and notarize the form | below, and, if necessa | ry, complete th | ie stockholder list below. |
| Stock) | holders: | | | |
| Name: | | | Name: | |
| | Address: | | | |
| Name: | | | Name: | |
| | Address: | | | |
| | | | Name: | |
| Home | Address: | | Home Address: | |
| Subscr | ribed and sworn before m | - | | (Affiant) |
| (Notar | ry Public) | | | (Print name & title of affiant) |
| My Co | mmission expires: | | | (Corporate Seal) |

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

The contractor and the **EAST ORANGE 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.

| SIGNATURE: | DATE: | |
|------------|-------|--|

BUSINESS REGISTRATION CERTIFICATE

All businesses must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.

Pursuant to NJSA 52:32-44, vendors providing goods or services to the State of New Jersey must be registered with the NJ Dept. of the Treasury, Division of Revenue, Effective September 1, 2004, pursuant to an amendment to NJSA 52:32-44, State and Local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of this business registration certificate (or interim registration) prior to receiving a signed contract.

As mandated by this bill, failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

This statute also makes contract vendors responsible for the business registration for subcontractors. Specifically, the law prohibits contractors from entering into a contract with a subcontractor who has not provided the contractor a copy of its business registration certificate. In addition, the law requires contractors to submit this registration certificate. In addition, the law requires contractors to submit these registration forms to the public body for filing along with the other procurement documents related to the contract.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation I the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c.30 (N.J.S.A. 54-32-B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730 or register with the Division of Revenue at the following web site:

http://www.state.nj.us/treasury/purchase/busreg.htm.

BID BOND FORM

A guaranty is accompanying this bid in the amount of 10% of the total bid not in excess of twenty thousand dollars (\$20,000.00) and is in the form of one of the following options: a Certified Check, a Cashier's Check or a Bid Bond from a reputable Insurance Company which the undersigned agrees is to be forfeited a liquidated damages and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract for the project or to furnish the bond(s) or any other required documents in a timely manner.

| The undersigned is a (check one) sole proprietorship (), partner | ship (), corporation () or joint |
|--|----------------------------------|
| venture () under the laws of the State of | having principal offices at |
| CONTRACTOR: | |
| BY | 7: |
| TITLE | : |
| ADDRESS | : |
| DATE | : : |

AFFIDAVIT OF NON-DEFAULT

| STATE | E OF : | | | |
|--------|--|---|--|--|
| COUN | TY OF : | | | |
| | ndersigned, being duly sworn according to law, deposes and say sal; I certify as follows: | s that, as the party making the foregoing | | |
| 1. | That all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith. | | | |
| 2. | That I have not experienced defaults or noncompliance under any contract for the State of New Jersey or any other governmental agency with, which I have contracts. | | | |
| 3. | There has not been a suspension or termination of payments under any State of New Jersey or any other governmental contract in which I have had a legal or beneficial interest attributable to my fault or negligence. | | | |
| 4. | I have not been suspended, debarred or otherwise restricted by the State of New Jersey or any other governmental agency from doing business with the State of New Jersey or any other agency of the State. | | | |
| 5. | I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond. | | | |
| | | COMPANY NAME | | |
| | | COMPANT NAME | | |
| | | OFFICIAL TITLE | | |
| | | AUTHORIZED SIGNATURE | | |
| | ribed and sworn to e me thisday | | | |
| of | , 20 | | | |
| (Seal) | Notary Public of New Jersey | | | |
| My Cor | mmission expires | | | |

EAST ORANGE SCHOOL DISTRICT

MEMORANDUM

TO: ALL POTENTIAL VENDORS

FROM: October 15, 2020,

Board Secretary/School Business Administrator

SUBJECT: Accounts Payable Process

The following events must take place prior to any general fund cash disbursements:

- A. Requisition prepared and submitted to the Division of Business Services with all required signatures affixed/authorized.
- B. Purchase Order must be issued prior to the performance of any services.
- C. Requestor must have funds available and be in accordance with GAAP.
- D. Vendor's declaration must be received by the Division of Business Services directly from the vendor.
- E. After the goods or services have been received or rendered, the receiving copy must be signed properly and received by the Division of Business Services.
- F. The Division of Business Services must receive original vendor's invoice.

In order to have a requested payment on the bill list for Board approval, items A through E must be completed properly prior to the second Friday before a Board Meeting. (Example: For a Board Meeting on September 22, the Division of Business Services would have had to have items A through E the morning of September 11.) A list with the Exact Cut-Off dates will be provided to the awarded vendor.

This process should be explained to all parties who may have an interest in when their payment can be expected. This process is in accordance with Title 18A.

Thank you for your cooperation.

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

| Addendum No | Dated | | |
|---|--|--|---|
| Addendum No | Dated | | |
| Addendum No | Dated | | |
| | | | ct this bid but that this bid shall remain open ys after the date prescribed for its opening. |
| thirty (30) days after the such mailing, telegraph: | ne date of opening of ing, or delivering of s | bids, the undersigne uch notice execute a (| whed, or delivered to the undersigned within and will, within eight (8) days after the date of Contract. The undersigned hereby designates legraphed, or delivered. |
| This bid may be withdrapostponement thereof. | awn at any time prioi | to the schedule date | e for opening of bids or any authorized |
| | | | Name of Bidder |
| | | | Signature |
| | | | Title |
| | | | Address |
| | | | Telephone Number |
| Sworn and subscribed t | to before me | | |
| thisday of | , 20 | | |
| (Seal) Notary Public of | New Jersey | _ | |
| My Commission expire | es | | |

EAST ORANGE SCHOOL DISTRICT

CONTRACTOR'S INSURANCE:

Contractor's Liability Insurance: The Contractor shall maintain such insurance as will protect said contractor from claims under Workmen's Compensation Acts and from any other claims for property damage, which may arise from operations under this Contract, whether such operations be by the Contractor, or by any Subcontractor or anyone directly or indirectly employed by either of them, or against any <u>special</u> hazards which may be encountered in the performance of this contract.

The Contractor shall procure and maintain, during the life of this Contract:

- a) Adequate Workmen's Compensation Insurance and Employer's Liability Insurance for all laborers employed under this Contract who may come within the protection of Workmen's Compensation as required by the laws of the State of New Jersey and shall provide Employer's Liability Insurance for the benefit of said Contractor's employees not protected under such compensation laws. Employer's Liability Insurance shall be in an amount of not less than \$100,000.
- b) 1. Contractor's Public Liability Insurance written under a Comprehensive General Liability Policy, in an amount not less than \$3,000,000 for injuries including death, to any person and subject to the same limits per person in an amount not less than \$3,000,000 on account of one (1) accident and property damage liability in an amount not less than \$300,000 on account of one (1) accident.
 - Such insurance shall include the following. (a) Contractor's Protective and (b) Elevators and Hoists (c) Broad Form Property Damage Endorsement.
 - 2. Contractors Automobile Public Liability Insurance written under a Comprehensive Automobile Liability Policy, in an amount not less than \$3,000,000 for injuries, including death, to any person and subject to the same limits of one (1) accident, and property damage liability in an amount not less than \$300,000 on account of one (1) accident.
 - Such insurance shall include the following: All automobiles owned, operated, non-owned, hired, and rented.
- c) Contractual Liability Insurance to include the following: "The Contractor shall also protect, defend, save harmless, and indemnify the Owner, the Owner's employees, Owner's Consultant and the public from any and all claims, loss, demands, damage, liability or expense incurred or claimed by reason of any act or omission of the Contractor, the Contractor's agents, servants, and employees, including subcontractors, or anyone employed directly or indirectly by the Contractor or any of them".
 - Such insurance shall be in an amount not less than those required sub-paragraphs (b) 1 and (b) 2 hereof.
- d) The Contractor shall provide an "All Risk Builders Risk Policy in the name of the Contractor and Owner as their respective interest may appear, for an amount equal to the contract cost for the duration of the contract.

- e) The Contract shall require each subcontractor to procure and maintain during the life of the subcontract, the same kinds and amounts of insurance as the Contractor is required to have under sub-paragraphs (1), (b) 1, (b) 2 (c) and (d) hereof, and (f), (g), and (i), if subcontractors may perform such work under the subcontract.
- f) Should blasting be required in connection with this Contract, a special policy or rider, to the Contractor's Contract, a special policy or rider, to the Contractor's Public Liability Insurance Policy shall be provided by the Contractor covering Public Liability and Property Damage Liability for Blasting in an amount not less than \$300,000 for injuries, including death, to any person and subject to the same limits per person in an amount not less than \$500,000 on account of one (1) accident and property damage liability in an amount not less than \$300,000 on account of one (1) accident. The Contractor shall notify the Owner that blasting is to be done, but blasting shall not be done until the Owner raises the amount of their insurance and so notifies the Contractor.
- g) Should demolition be required in connection with this Contract, a special policy or rider, to the Contractor's Public Liability Insurance Policy shall be provided by the Contractor, covering Public Liability and Property Damage Liability for demolition in an amount not less than \$300,000 for injuries, including death, to any person and subject to the same limits per person, in an amount not less than \$500,000 on account of one (1) accident and property damage liability in an amount not less than \$300,000 on account of one (1) accident.
- h) Should excavation or any underground work be required in connection with Contract, a special policy or rider to the Contractor's Public Liability Insurance Policy shall be provided by the Contractor covering Public Liability and Property Damage Liability for any and all hazards which may be encountered in such underground work, including excavation, underpinning and shoring, in an amount not less than \$500,000 on account of one (1) accident and Property Damage Liability in an amount not less than \$300,000 on account of (1) accident.
- i) <u>Proof of Carriage of Insurance:</u> The Contractor shall furnish through the Owner, three (3) copies of Certificates of Insurance, <u>within one week from the effective date</u> of the Contract, evidencing in particular, those insured to the extent of the insurance, amount, and locations and the operations to which the insurance applies, effective dates and dates of expiration. Such Certificates shall also contain substantially the following statement:

"This is to certify that policies (including endorsements) or insurance is described above, have been issued by the undersigned to named insured above and are in force at this time. If canceled or changed in any manner for any reason during the period of coverage as stated herein, so as to effect this Certificate, ten (10) days prior written notice will be given by this Insurance Company to: East Orange Board of Education, 715 Park Avenue, East Orange, New Jersey 07017."

OWNER'S LIABILITY INSURANCE:

The Owner shall be responsible for and at their option may maintain such insurance as will protect them from their contingent liability for damages for personal injury including death, which may arise from operations under this contract.

FIRE INSURANCE:

The Owner, during the Progress of the Work, shall maintain a <u>Standard Fire and Extended Coverage Insurance</u>, on the completed building and include the Contractor as a named insured. The Owner and the Contractor shall be named as their respective interests may appear and in such amount as shall fully protect the interests of the Owner and Contractor.

INFORMATION SHOWING QUALIFICATIONS FOR WORK

The Bidder shall here furnish summary information relative to the ability and financial resources available for the fulfillment of the contract if such are awarded.

BIDDER'S QUALIFICATION:

| How many years has <i>Bidder</i> been en | ngaged in the business under the presen | nt name? |
|--|---|--|
| Been Organized? | | |
| Where Incorporated? | | |
| Financial Statement: | | |
| Credit available for this contract: | | |
| Contracts now in hand. (Gross Amo | unt): | |
| Personnel Organization | | |
| Has <i>Bidder</i> ever refused to sign a Co | ontract at the original bid? | |
| Has <i>Bidder</i> ever been adjudged a badetails and particulars | nkrupt or been subject to a receivershi | p or an order of reorganization? If so, give |
| Is the business at this time subject t reorganization? | o any court order relating to bankruptc | y, receivership, liquidation or |
| FINANCIAL RESOURCES: | | |
| The information relative to the bidd | er's financial resources can and may be | obtained from the following: |
| Name | Business | Address |
| | | |
| | | |

Upon request, the **Bidder** will be expected to amplify the foregoing statements as necessary to satisfy the Board of Education concerning this ability to successfully perform the work in a satisfactory manner. day of November 2020.

PROPOSAL FORM – Bid No. 3206 Snow Removal Services for the EOSD 2020-21 SY

| (Please type or print all information) | |
|--|---|
| Gentlemen: | |
| I or Weof | |
| | |
| Located at | |
| N - | - " |
| Phone:Fax: | Email: |
| Hereby agree to provide and perform with the Contract and Specifications | m completely the snow Removal services in accordance for the Prices listed below: |
| Base Bid | 1 st Snow Season Nov. 15, 2020 to April 30, 2021 Hourly rate |
| Snow Removal (Class "A" Vehicle) | \$ |
| Snow Removal (Class "B" Vehicle) | \$ |
| Snow Removal (Class "C" Vehicle) | \$ |
| | |
| Base Bid | 2 nd Snow Season November 1, 2021 to April 30, 2022 Hourly Rate |
| Snow Removal (Class "A" Vehicle) | \$ |
| Snow Removal (Class "B" Vehicle) | \$ |
| Snow Removal (Class "C" Vehicle) | \$ |
| | OPTIONAL THIRD YEAR |
| Optional Year | 3 rd Snow Season November 1, 2022 to April 30, 2023 |
| Snow Removal (Class "A" Vehicle) | \$ |
| Snow Removal (Class "B" Vehicle) | \$ |
| Snow Removal (Class "C" Vehicle) | \$ |
| Signed | Print Name and Title |

PROPOSAL FORM ALTERNATE Bid No. 3206 – Snow Removal for the EOSD

| (Please type or print all infor | mation) | | | | |
|---------------------------------------|----------------------|--|------------|--|---|
| Gentlemen: | | | | | |
| I or We | _of | | | _ | |
| | | | | | |
| Located at | | | | | |
| | | | | | |
| Phone:F | ax: | | Email: | | |
| Hereby agree to provide and | perform completel | y the sn | ow Removal | services in accordance | |
| with the Contract and Specifi | cations for the Pric | es listec | l below: | | |
| Base Bid Alternate with Salt Services | | 1 st Snow Season Nov. 15, 2020 to April 30, 2021 Hourly rate with per ton salt | | | |
| Snow Removal (Class "A" Vel | nicle) | \$ | hr rate | per ton | |
| Snow Removal (Class "B" Ver | nicle) | \$ | hr rate | per ton | |
| Snow Removal (Class "C" Vehicle) | | \$ | hr rate | per ton | |
| | | | | | |
| Base Bid Alternate with Salt | <u>Services</u> | | | ovember 1, 2021 to April te with per ton salt | |
| Snow Removal (Class "A" Veh | nicle) | \$ | hr rate | per ton | |
| Snow Removal (Class "B" Ver | nicle) | \$ | hr rate | per ton | |
| Snow Removal (Class "C" Ver | nicle) | \$ | hr rate | per ton | |
| | | | | | |
| | OPTIONAL T | THIRD Y | <u>EAR</u> | | |
| Optional Year with Salt Servi | ces | 3 rd Snow Season November 1, 2022 to April 30, 2023 Hourly Rate with per ton salt | | | |
| Snow Removal (Class "A" Vel | nicle) | \$ | hr rate | per ton | |
| Snow Removal (Class "B" Veh | nicle) | \$ | hr rate | per ton | |
| Snow Removal (Class "C" Ver | nicle) | \$ | hr rate | per ton | |
| | | | | | |
| | | | | | |
| Signed | Print Name | and Tit | le | | _ |

East Orange Board of Education STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

| Quote Number: | Bidder/Offeror: |
|--|---|
| FAILURE TO CHECK O Pursuant to public Law 2012, c. 25, any per contract must complete the certification to parents, subsidiaries, or affiliates, is ident investment activities in Iran. http://www.state.nj.us/treasury/purchase/pe Failure to complete the certification will in violation of law, s/he shall take action as | PART 1: CERTIFICATION MUST COMPLETE PART 1 BY CHECKING EITHER BOX NE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE reson or entity that submits a bid or proposal or otherwise proposes to enter into or renew a pelow to attest, under penalty of perjury, that neither the person or entity, nor any of its stiffied on the Department of Treasury's Chapter 25 list as a person or entity engaging in The Chapter 25 list is found on the Division's website at addf/Chapter25Listpdf. Bidders must review this list prior to completing the below certification. Tender a bidder's proposal non-responsive. If the Director finds a person or entity to be a may be appropriate and provided by law, rule or contract, including but not limited to, accovering damages, declaring the party in default and seeking debarment or suspension of |
| PLEASE CHECK THE APPROPRIATE | BOX: |
| I certify, pursuant to Public Lav prohibited activities in Iran pursuar | v 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, at to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, of the entity listed above and authorized to make this certification on its behalf. I will skip |
| listed on the Department's Chap in Part 2 below and sign and cor rendered as non-responsive and a part 2: PLEASE PROVIDE FUYOU must provide a detailed, accurate an subsidiaries or affiliates, engaging | pecause the bidder and/or one or more of its parents, subsidiaries, or affiliates is ter 25 list. I will provide a detailed, accurate and precise description of the activities in plete the Certification below. Failure to provide such will result in the proposal being appropriate penalties, fines and/or sanctions will be assessed as provided by law. JRTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN — and precise description of the activities of the bidding person/entity, or one of its parents, ing in the investment activities in Iran outlined above by completing the box below. E PROVIDE THOROUGH ANSWERS TO EACH QUESTION. |
| PLEASE | PROVIDE THOROUGH ANSWERS TO EACH QUESTION. |
| Name: | Relationship to Bidder/Offeror |
| Description of Activities | - |
| Duration of Engagement | Anticipated Cessation Date |
| | Contact Phone Number |
| thereto to the best of my knowledge are tru above-referenced person or entity. I acknowledge that I am under a conwith the State to notify the State in writing aware that it is a criminal offense to make a am subject to criminal prosecution under the New Jersey and the State at its option may | by oath, hereby represent and state that the foregoing information and any attachments are and complete. I attest that I am authorized to execute this certification on behalf of the cowledge that the State of New Jersey is relying on the information contained herein and tinuing obligation from the date of this certification through the completion of any contracts of any changes to the answers of information contained herein. I acknowledge that I am a stales statement or misrepresentation in this certification, and if I do so, I recognize that I be law and that it will also constitute a material breach of my agreement(s) with the State of or declare any contract(s) resulting from this certification void and unenforceable. Signature |
| Title: | Date: |

Name of Company: ______City/State/Zip: _____

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 #s: 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):

Orange City Belleville Township Irvington Township Bloomfield Township Livingston Township Roseland Borough South Orange Village Caldwell Borough Maplewood Township Cedar Grove Township Millburn Township Verona Township East Orange City Montclair Township West Caldwell Township

West Orange Township

Essex Fells Township Newark City

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

South Orange-Maplewood Caldwell-West Caldwell Livingston Township

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

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:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o 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 <u>N.J.S.A.</u> 19:44A-8 and 19:44A-16 for more details on reportable contributions.

<u>N.J.S.A.</u> 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."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

| ompliance with the provisions of N.J.S.A. 19:44A-20.26 and as represente | Title losure must include a 2 months prior to sul | all reportable bmission to the |
|---|---|--------------------------------|
| City: State: Zip: The undersigned being authorized to certify, hereby certifies that the submiss ompliance with the provisions of N.J.S.A. 19:44A-20.26 and as represente orm. Signature Printed Name Part II – Contribution Disclosure Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure contributions (more than \$300 per election cycle) over the 15 committees of the government entities listed on the form provided by Check here if disclosure is provided in electronic form. | Title losure must include a 2 months prior to sult the local unit. | all reportable bmission to the |
| The undersigned being authorized to certify, hereby certifies that the submiss compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represente form. Signature | Title losure must include a 2 months prior to sult the local unit. | all reportable bmission to the |
| Signature Printed Name Part II – Contribution Disclosure Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure requirement: however the state of the government entities listed on the form provided by Check here if disclosure is provided in electronic form. | Title losure must include a 2 months prior to sult the local unit. | all reportable bmission to the |
| Part II – Contribution Disclosure Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure contributions (more than \$300 per election cycle) over the 10 committees of the government entities listed on the form provided by Check here if disclosure is provided in electronic form. | losure must include a 2 months prior to sul the local unit. | bmission to the Dollar Amou |
| Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure political contributions (more than \$300 per election cycle) over the 19 committees of the government entities listed on the form provided by Check here if disclosure is provided in electronic form. | 2 months prior to sul the local unit. | bmission to the Dollar Amou |
| political contributions (more than \$300 per election cycle) over the 15 committees of the government entities listed on the form provided by Check here if disclosure is provided in electronic form. | 2 months prior to sul the local unit. | bmission to the Dollar Amou |
| Contributor Name Recipient Name | Date | |
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Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

| Pageof | |
|--------------|--|
| Vendor Name: | |

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
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List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM <u>WWW.NJ.GOV/DCA/LGS/P2P</u> A COUNTY-BASED, CUSTOMIZABLE FORM.

BIDDER'S CHECKLIST

| 1. Bid Bond and Bid Bond Form (signed) | (Initial Here) |
|--|--|
| 2. Consent of Surety | (Initial Here) |
| 3. Business Registration Certificate | (Initial Here) |
| 4. Non-Collusion Affidavit | (Initial Here) |
| 5. Affirmative Action Compliance Notice | (Initial Here) |
| 6. Affirmative Action Policy | (Initial Here) |
| 7. Affirmative Action Affidavit | (Initial Here) |
| 8. Exhibit A Form (AA Information) | (Initial Here) |
| 9. Stockholder Disclosure Statement | (Initial Here) |
| 10. Americans with Disabilities Act (Information) | (Initial Here) |
| 11. Affidavit of Non-Default | (Initial Here) |
| 12. Accounts Payable Process (Information) | (Initial Here) |
| 13. Acknowledgement of Addenda Form | (Initial Here) |
| 14. Contractors Insurance (Information) | (Initial Here) |
| 15. Bidder's Qualifications for Work Form | (Initial Here) |
| 16. Bidders Proposal Form (COST SHEET w/Alternate) | (Initial Here) |
| 17. Disclosure of Investments in Iran Form | (Initial Here) |
| 18. Political Disclosure Form | (Initial Here) |
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| BIDDER'S INFORMATION: | |
| | |
| Company Name: | |
| Address: | |
| | |
| Telephone: | |
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| Fax: | · |
| Email: | ······································ |
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