

**Morris School District
31 Hazel St
Morristown, NJ 07960**

Bid 20-004: Lawncare

Opening: 10:00 AM, Thursday, June 11, 2020

**Anthony LoFranco
Business Administrator/Board Secretary**

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INSTRUCTIONS TO VENDORS

1. All vendors must understand and agree to comply with specifications for this bid and with the General Conditions.
2. Bids shall be submitted on the forms provided with the specifications, sealed in a plainly marked, opaque envelope. Bidders should also keep a complete copy of the bid packet, exactly as submitted. The District does not accept electronic (email) submission of bids.
3. Please use blue ink for all signatures.
4. The bid shall contain all descriptive literature, specifications, etc.
5. Please do not bind bid submissions if removal of binding might damage contents.
6. In addition to hardcopy submission of your bid, please supply all parts of the bid – as identified herein including catalogs, flyers, product brochures – in digital format (CD-ROM or flash drive). *In case of discrepancies, the hardcopy responses will prevail over electronic submissions.*
7. Please submit electronic documents in read-only files, eg. PDF.
8. Electronic media will not be returned. Clearly label electronic media with the vendor name, name of the bid and date of bid opening. Place electronic media in a protective pouch.
9. Submit sealed bids by the time and day posted above to:

Joan Frederick
Morris School District
31 Hazel St
Morristown, NJ 07960

SECTION 1: Advertisement

MORRIS SCHOOL DISTRICT BOARD OF EDUCATION
County of Morris, State of New Jersey

Request for Bids

The Morris School District Board of Education hereby advertises for competitive bid pricing in accordance with N.J.S.A. 18A:18A-21(a) (b).

Opening: Thursday, June 11, 2020

Bid # 20-004: Lawncare at 10:00 am

Bid # 20-009: Bus Repairs at 10:15 am

RFP # 19-024: Environmental Consultant at 10:30 am

Bid # 20-001: Athletic Uniforms at 10:45 am

To request all necessary bid specifications and bid forms contact:

Joan Frederick, Asst. Business Administrator
Morris School District Board of Education
31 Hazel Street, Morristown, New Jersey 07960
Phone: 973-292-2300 X2020
E mail: purchasing@msdk12.net

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

Bid # and Bid Title
Name and Address of the Bidder
Bid Date and Bid Opening Time

Location of Bid Opening:

MORRIS SCHOOL DISTRICT BOARD OF EDUCATION
31 Hazel Street
Morristown, New Jersey 0760

The bid process will begin on the above date, time and location by Anthony LoFranco, Business Administrator/Board Secretary, or designee. 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 et seq.”

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.

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.

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

All potential bidders are to send their responses through the US Postal Service (Certified Mail or Overnight Mail suggested) or other recognized delivery service that provides certification of delivery to the sender. Please do not attempt to hand deliver bids!

Opening of Bids—Online Live Streaming

The board of education is aware of N.J.S.A. 18A:18A-21 which states the following:

At such time and place the purchasing agent of the board of education shall publicly receive the bids and thereupon immediately proceed to unseal them and publicly announce the contents, which announcement shall be made in the presence of any parties bidding or their agents who are then and there present.

To ensure there is “social distancing” amongst all parties in the bid opening, the bid opening will be conducted via online live streaming. 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.

All potential bidders are to visit the Morris School District Board of Education website and click on the link pertaining to the Opening of Bids via Online Live Streaming. Please find the applicable bid opening link on the Business Office section of the website.

<https://www.morrischooldistrict.org>

Anthony Lo Franco
School Business Administrator/Board Secretary

SECTION 2: Conditions Specific to This Bid

Bid 20-004: Lawn care

Opening: 10:00 AM, Thursday, June 11, 2020

This award will be made to one vendor based on the lowest cumulative total of Fertilization, Crabgrass Control, Broadleaf Weed Control and Vegetation Control. Bids that do not include rates for all treatment types will be rejected.

If specifications are in any way incomplete or you are offering an alternate, please give full details of your offering. In the event EQUIVALENTS are bid, enclosed with the bid must be complete information with respect to equivalents, including but not limited to, a sample and a complete specification sheet and samples of equivalents.

Vendors awarded orders for chemicals or for work using chemicals are required to provide packaging, labeling, and material safety data sheets to the Morris School District, in accordance with federal law, 29 C.F.R. §1910.1200 et seq., and state law, 8 N.J.A.C. 59:1.1 et seq., and shall enclose two copies of the Hazardous Subject Fact Sheet, and agree in accepting any award arising from this bid to comply with the NJ Labeling Law.

GENERAL CONDITIONS

1. Vendor is responsible for verification of all turf measurements.
2. Vendor is responsible for any chemical spill or injury to turf, plants, paving, etc. or any areas missed.
3. If rain falls within two hours of a broadleaf herbicide treatment, the vendor is responsible for any retreatment necessary to control weeds which were not controlled by treatment.
4. The Board of Education would prefer that applications not be performed during the school day of the school year or at any time when the athletic fields are scheduled for use. It will be necessary for the successful vendor to coordinate a schedule in advance (approximately 7 days) that is acceptable to both parties.
5. The Board of Education reserves the right to request a sample of the mixture to be applied. If the sample is tested and found to be lacking in the rate or material for which the School District has contracted, the vendor will be responsible to pay for the testing and reapplication of any materials found to be lacking – all at no charge to the School District.
6. At the request of the school District, the vendor will be responsible to provide a soil test to determine the PH. One soil plug shall be taken for each 25,000 square feet of turf area. In addition, if the School District requests, the vendor shall send samples to either Rutgers or Penn State University to do a complete soil analysis. The cost of such analysis will be paid by the School District. A copy of the written test report shall be submitted to the School District. Any changes in materials used or to be used will be decided at that point.
7. All applications of broadleaf herbicide are to be applied on an as-needed basis. New technology has developed systems that employ pumping systems, which inject the herbicides at the time of the application. Vendor is to utilize such system or utilize backpack-type sprayer to spot treat weeds. In the event of using a boom sprayer for athletic fields, the vendor shall add herbicide to the boom tank as field dictates.
8. Vendor shall use a boom-type sprayer for athletic fields in large open areas. By utilizing such equipment vendor will treat large acreage at a much faster rate and therefore result in a net dollar savings to the School District.
9. All applicators employed by the vendor are to be certified by the State in the category 3A, which pertains to turf grass. All applicators are to carry with them proof of this certification. Vendor will also submit a list of any additional training that the applicators have received.
10. Vendor will submit a copy of their Certificate of Insurance providing for complete liability in coverage of any property damage or injuries that may result from working on the school grounds. Vendor must also carry insurance which provides coverage in the event of an accidental spill to negate any undo environmental risks.
11. The vendor is responsible for complying with the District IPM Program and is responsible for supplying the District with all MSDS sheets for every product used. Vendor is required to update the individual school IPM plans when applications are made.

12. Vendor will inspect grounds monthly and provide reports as to the condition of the grounds.

DESCRIPTION OF AREAS TO BE TREATED & MATERIALS TO BE USED

1. **Athletic Fields:** Where sports are played and are used on a regular basis. In cases where there are athletic fields grouped in one area, the turf between the actual playing field is considered athletic fields.
2. **Meadow and General Usage Areas:** Practice fields, playgrounds, or open fields which are maintained by the School District are considered meadows.
3. **Prime Areas:** Those which directly surround front sides and in some cases directly behind schools and are the focal points of the building. Also prime areas will include turf at entrance to school grounds.

MATERIAL SPECIFICATIONS

Fertilizer

Prime and athletic fields are to receive four pounds of actual nitrogen per 1,000 square feet. The amount of fertilizer to be applied in four different treatments over the growing season: In the spring (April), apply three quarters of a pound of nitrogen per 1,000 square feet of which 25% is slow release. In the late spring (May-June) one pound of actual nitrogen per 1,000 square feet is to be applied with a minimum of 25% is slow release. In the event that conditions warrant, vendor is to apply a greater percentage of slow release during this time period. In the fall (September), one pound of actual nitrogen per 1,000 square feet with the same specifications as the May-June application for slow release. In the late fall (November) the prime and athletic fields are to receive 1.25 pounds of actual nitrogen in a quick release form. During all fertilizations the ratio between nitrogen to potassium is not to exceed 4 to 1 (example 16-0-4 or equivalent). The source of the slow release product should contain a minimum of 5% water insoluble nitrogen.

Crabgrass Control

The prime areas and athletic fields are to receive two crabgrass preventive applications. The material to be used is called Pre-M (Pendimethalin). According to the label Pre-M should be applied at .9 ounces per 1,000 square feet in April, followed by .5 ounces per 1,000 square feet in May or June.

Broadleaf Weed

Control-Broadleaf weeds should be treated during periods when they are actively growing, (April, May-June, September), using Trimec or equivalent.

Insect Control

Insects should be treated on an as need basis only. For control of surface insects (Chinch bugs sod webworm) use Dursban at a rate of three quarters of an ounce per 1,000 square feet. If the Director/Asst Director of Facilities feels that there is an insect problem developing, he will contract vendor so that an inspection can be made and a price given per acre for treatment.

Grub Control

If a grub problem develops in late summer (August), vendor will apply Merit at manufacturer's rate. This work will be set up in advance with Director of Facilities.

Lime

Successful vendor will take random soil samples from various schools and have soil tested for PH> If PH is found to be below 6.0, vendor will apply palletized limestone at a rate of 45-50 pounds per 1,000 square feet. No other source of limestone is acceptable.

Postemergent Crabgrass

Control-Acclaim (Fenoxaprop-ethyl) is to be used by vendor if control is unsatisfactory to School District.

Questions:

All questions must be submitted by Friday, June 5, 2020.

LOCATIONS & ACRES

School / Facility	Prime	Athletic	Meadow	Total
Alexander Hamilton School	0.3	-	1.0	1.3
Alfred Vail School	0.7	-	3.7	4.4
Frelinghuysen School	1.5	24.0	11.0	36.5
Harter Road Complex	-	19.0	-	19.0
Hillcrest School	0.5	-	1.8	2.3
Lafayette Learning Center	0.7	-	2.3	3.0
Morristown High School	2.0	1.0	-	3.0
Normandy Park School	1.2	-	2.9	4.1
Sussex Avenue School	1.5	1.6	1.8	4.9
Thomas Jefferson School	1.4	2.0	6.7	10.1
Woodland School	1.0	-	2.5	3.5
TOTAL	10.8	47.6	33.7	92.10

**MORRIS SCHOOL DISTRICT BOARD OF EDUCATION
MORRISTOWN, NEW JERSEY 07960**

ADVISORY INFORMATION FOR BIDDERS

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<https://www.morrisschooldistrict.org>

Anthony Lo Franco
School Business Administrator/Board Secretary

SECTION 3: Bid Submission Form & Required Documents

Bid 20-004: Lawncare

Opening: 10:00 AM, Thursday, June 11, 2020

Your submission must include this form and all required documents. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

Please check as enclosed, in addition to this page:

1. ☒ Bid Proposal/Pricing
2. ☒ Deviation Form
3. ☒ Vendor Questionnaire / Certification
4. ☒ Acknowledgement of Addenda
5. ☒ Affirmative Action Questionnaire or Certificate of Employee Information Report
6. ☒ Non-Collusion Affidavit – Notary required
7. ☒ Bidder Comment Form – Optional
8. ☒ Chapter 271 Political Contribution Disclosure Form
9. ☒ Statement of Ownership
10. ☒ Business Registration Certificate
11. ☒ Disclosure of Investment Activities in Iran
12. ☒ Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check)
13. ☒ Guarantee Certificate: Certificate/Consent of Surety
14. ☒ Insurance Certificate
15. NR Public Works Contractor Registration*
16. NR Transportation Questionnaire

NR=Not Required

* Public Works Contractor Registration, Business Registration Certificate & DPMC also required from Subcontractor, if employing.

Company TruGreen Limited Partnership

Address 9 Middlebury Pkwy. Randolph, NJ 07869

Phone 973.390.9812 Fax 973.598.0415

Emergency Phone 973.390.9812

Fed Tax ID 36-3734669

Yrs. in Business 46 years Number of Employees 15,000 nationwide

Name Maryann M. Caraccioli

Title Business Development Representative

Direct Phone 973.390.9812 Email MARYANN.CARACCIOLI@TRUGREENMAIL.COM

Signature [Signature] Date _____

Bid Pricing / Proposal

Bid 20-004: Lawncare

Opening: 10:00 AM, Thursday, June 11, 2020

1. This award will be made to one vendor based on the lowest cumulative total of Fertilization, Crabgrass Control, Broadleaf Weed Control and Vegetation Control.
2. Bids that do not include rates for all treatment types will be rejected.
3. Prices to hold from 7/1/20 through 6/30/21. The District has the option of renewing the bid for (2) one-year extensions at 0% increase.
4. Complete the worksheets on the following two pages, and enter your annual prices here.

BID PRICES

Fertilization \$ 10,668.00

Crabgrass Control \$ 4,064.00

Broadleaf Weed Control \$ 7,748.00

Vegetation Control \$ 3,520.00

CUMULATIVE TOTAL \$ 26,000.00

The undersigned declare that we/they examined the specifications and other contract documents, as well as the premises and all law, ordinances and regulations governing the work, and that we/they propose to provide all goods and to perform all work described in the specifications.

Company TruGreen Limited Partnership
Name Mayra M. Carrascion
Title Business Development Representative
Signature [Signature] Date 6/1/20

LAWN CARE PRICES 2020-2021

FERTILIZATION

Base Cost per Acre: \$	<u>BASE Cost VARIES</u>	<u>Acres</u>	<u>District-Wide Cost</u>
April (All)	<u>Base Cost \$27.00</u>	92.1	\$ <u>2487.</u>
May-June (Prime and Athletic Fields only)	<u>Base Cost \$27.00</u>	58.4	\$ <u>1577.</u>
September (All)	<u>Base Cost \$40.00</u>	92.1	\$ <u>3684.</u>
November (Prime and Athletic Fields only)	<u>Base Cost \$50.00</u>	58.4	\$ <u>2920.</u>
Total:			\$ <u>10,668.00</u>

CRABGRASS CONTROL

Base Cost per Acre: \$	<u>BASE Cost VARIES</u>	<u>Acres</u>	<u>District-Wide Cost</u>
April - 0.9 ounces full rate (All)	<u>Base Cost \$27.00</u>	92.1	\$ <u>2487.</u>
May-June -- booster application .5 ounces (Prime and Athletic Fields only)	<u>Base Cost \$27.00</u>	58.4	\$ <u>1577.</u>
Total:			\$ <u>4,064.00</u>

BROADLEAF WEED CONTROL

Base Cost per Acre: \$	<u>BASE Cost VARIES</u>	<u>Acres</u>	<u>District-Wide Cost</u>
April as needed (All)	<u>Base Cost \$27.00</u>	92.1	\$ <u>2487.</u>
May-June as needed (Prime and Athletic Fields only)	<u>Base Cost \$27.00</u>	58.4	\$ <u>1577.</u>
September as needed (All)	<u>Base Cost \$40.00</u>	92.1	\$ <u>3684.</u>
Total:			\$ <u>7,748.00</u>

VEGETATION CONTROL

The District intends to have each property treated once, in the summer.

Areas treated are:

- All sidewalk areas
- Along Belgium block curbs
- Along back of buildings if needed
- Bed-mulch areas
- Parking lot areas
- Stone areas
- Stone walkway areas

VENDOR: TRUGREEN Limited Partnership

VEGETATION CONTROL (CONTINUED)

	Cost per Treatment
Alexander Hamilton School	\$ <u>250.</u>
Hillcrest School	\$ <u>250.</u>
Normandy Park School This also includes pulling into Normandy on both sides- Sidewalk area on left & curb area on right/& clay ball field area	\$ <u>325.</u>
Sussex School	\$ <u>225.</u>
Thomas Jefferson School	\$ <u>225.</u>
Lafayette Learning Center School	\$ <u>200.</u>
Morristown High School This includes under bleacher areas	\$ <u>400.</u>
Woodland School This includes clay field areas	\$ <u>350.</u>
Alfred Vail School This includes clay field area in back	\$ <u>425.</u>
Harter Road Complex This includes the red stone area by sign in front And the Belgium block area by sign in front And 2 ball field areas	\$ <u>270.</u>
Frelinghuysen School This includes 3 clay field areas/tennis courts	\$ <u>600.</u>
Total vegetation control price for all schools	TOTALS <u>3520.00</u>

OPTIONS**COST PER ACRE**

Surface Insect Control (Telstar or equivalent)	\$ <u>\$110.-</u>
Grub Control (Merit)	\$ <u>\$150.-</u>
Lime (Pelletized)	\$ <u>\$150.-</u>
Drive (For Crab Grass)	\$ <u>\$160.-</u>

VENDOR: TrueGreen Limited Partnership

31 Hazel St, Morristown, NJ 07960

Vendor Questionnaire/Certification

Bid 20-004: Lawn care

Opening: 10:00 AM, Thursday, June 11, 2020

Circle responses to confirm you comply with requirements stated in the bid specifications

- ☒ Yes ☐ No Vendor is responsible for verification of all turf measurements.
☒ Yes ☐ No Vendor is responsible for any chemical spill or injury to turf, plants, paving, etc. or any areas missed.
☒ Yes ☐ No Vendor is responsible for complying with the District IPM Program.
☒ Yes ☐ No Vendor will inspect grounds monthly and provide reports as to the condition of the grounds.

References – Work previously done for New Jersey districts with high schools

District	Amt of Contract	Dates of Service	Address	Contact Person/Title	Phone
1. Mount Olive Twp	BOE \$50,000.-	August 2015-2019	227 ROUTE 206 FLANDERS, NJ 07836	Mr. GLENN MILLER / Director of Buildings & Grounds	973-691-4008
2. Dover Public Schools	\$14,613.-	November 2013-2019	100 GRACE STREET DOVER, NJ 07801	Mr. Robert Gomez / Superintendent of Building & Grounds	973-989-2000
3. Randolph Twp.	BOE \$10,000.-	JUNE 2014-2019	25 Schoolhouse Road Randolph, NJ 07869	Mr. Andy HUND / Superintendent of Buildings & Grounds	973-361-0808

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the Morris School District 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 – is 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 Morris School District Board of Education.

Vendor Certification

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a1-4) concerning vendor contributions to school board members.

I certify that I am not an official or employee of the Morris School District Board of Education.

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.

Company Two Green Limited Partnership
Name Nicholas M. Cannaccio
Title Business Development Representative
Signature [Signature] Date 6/1/20

Acknowledgement of Addenda

Bid 20-004: Lawn care

Opening: 10:00 AM, Thursday, June 11, 2020

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.

☐ No Addenda Received

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
Addenda # 1	June 2, 2020
Addenda #2	June 6, 2020

Addenda #1 Description:

Page 4: General Conditions – Item #9

All applicators employed by the vendor are to be certified by the State in the category 3A, which pertains to ~~turf grass~~ the use of pesticides on ornamental plants and related areas including landscape beds, driveways, parking areas, etc. All applicators are to carry with them proof of this certification. Vendor will also submit a list of any additional training that the applicators have received.

Explanation:

1. "turf grass" has been deleted.
2. "the use of pesticides on ornamental plants and related areas including landscape beds, driveways, parking areas, etc." has replaced "turf grass".

Addenda #2 Description:

Page 4: General Conditions – Item #9

All applicators employed by the vendor are to be certified by the State in the ~~categories 3A, 3B and 13. which~~ ~~pertains to turf grass the use of pesticides on ornamental plants and related areas,~~ ~~including landscape beds, driveways, parking areas, etc.~~ All applicators are to carry with them proof of this certification. Vendor will also submit a list of any additional training that the applicators have received

Explanation:

1. Certifications "3B and 13" have been added.
2. "which pertains to the use of pesticides on ornamental plants and related areas including landscape beds, driveways, parking areas, etc." has been deleted.

Company Turkey Limited Partnership
Name Maryann McCann
Title Business Development Representative
Signature [Signature] Date 6/9/20

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☐ No Addenda Received

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
Addenda # 1	June 2, 2020
_____	_____
_____	_____
_____	_____

Addenda Description:

Page 4: General Conditions – Item #9

All applicators employed by the vendor are to be certified by the State in the category 3A, which pertains to ~~turf grass~~ the use of pesticides on ornamental plants and related areas including landscape beds, driveways, parking areas, etc. All applicators are to carry with them proof of this certification. Vendor will also submit a list of any additional training that the applicators have received.

Explanation:

1. "turf grass" has been deleted.
2. "the use of pesticides on ornamental plants and related areas including landscape beds, driveways, parking areas, etc." has replaced "turf grass".

Company

Two Green Limited Partnership

Name

Maryanne M. Cauceo

Title

Business Development Representative

Signature

[Signature] Date 6/9/20

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☐ No Addenda Received

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
_____	_____
_____	_____
_____	_____
_____	_____

Company The Green Limited Partnership
Name Margaret M. Cannaccioli
Title Business Development Representative
Signature [Signature] Date 6/11/20

Affirmative Action Questionnaire

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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 inserted after 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.

**Please see
Attachment*

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/

- Click on "Employee Information Report"
- Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Public Contracts/EEO Compliance
P.O. Box 209
Trenton, NJ 08625-0002

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 within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

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

Company THE GREEN LIMITED PARTNERSHIP

Name: MAYAN M. CARACCIOLI

Title: BUSINESS DEVELOPMENT REPRESENTATIVE

Signature [Signature] Date 6/1/20

Certification 14086

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

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-APR-2018** to **15-APR-2021**

**TRUGREEN LIMITED PARTNERSHIP
117 CORPORATE BOULEVARD
S. PLAINFIELD NJ 07080**



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

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 AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at 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.

Non-Collusion Affidavit

Bid 20-004: Lawncare

Opening: 10:00 AM, Thursday, June 11, 2020

STATE OF NEW JERSEY

COUNTY OF

I Maryann M. Caraccioli, located at 9 Middlebury Blvd.
in the town of Randolph, County of Morris and State of New Jersey

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

I am the Business Development Representative of Turquoise Limited Partnership
the bidder making the Bid for the above-named project and that I executed the said Bid with full authority so to do: that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Bid and in the Affidavit are true and correct, and made with full knowledge that the MORRIS SCHOOL DISTRICT BOARD OF EDUCATION relies upon the truth of the statements contained in said Bid and in the statements contained in this Affidavit in awarding the contract for the said project.

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 or bona fide established commercial or selling agencies maintained by the firm named above.

I hereby certify that I am the only person interested in this bid, that it is made without collusion with any person, firm or corporation making another bid for the same contract, that the bid is in all respects fair and that no officer in the MORRIS SCHOOL DISTRICT or any person in the employ of said BOARD OF EDUCATION is directly or indirectly interested in this bid or in the supplies or work to which it relates or in the profits of any portion thereof.

Name of Turquoise Limited Partnership
By Maryann M. Caraccioli
Authorized Representative Title Business Development Representative

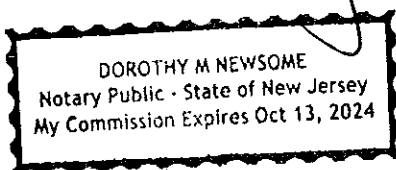
State of New Jersey
County of Morris

Sworn and subscribed before me this 2 day of June, 2020

Signature of Notary or Commissioner of Deeds Dorothy M Newsome

My Commission expires 10 / 13 / 2024

Official Title Notary



Bidder's Comment Form

Bid 20-004: Lawncare

Opening: 10:00 AM, Thursday, June 11, 2020

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. 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, 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 prebid meeting (if held), or in writing to the Architect or Business Administrator 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.

☒ No Comment

Company

The Queen Limited Partnership

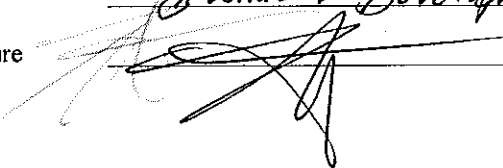
Name:

Margaret M. Caracciolo

Title:

Business Development Representative

Signature



Date

6/1/20

Chapter 271 Political Contribution Disclosure Form

(Contracts that Exceed \$17,500.00)

Ref. N.J.S.A. 52:34-25

Bid 20-004: Lawncare

Opening: 10:00 AM, Thursday, June 11, 2020

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

TuGreen Limited Partnership (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor
NONE	NONE	NONE	NONE

The Business Entity may attach additional pages if needed.

☒ No Reportable Contributions (Please check (✓) if applicable.)

I certify that TuGreen Limited Partnership (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.

Company

TuGreen Limited Partnership

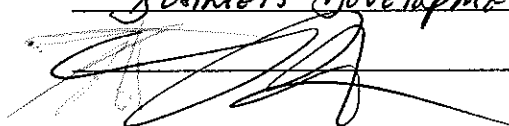
Name:

Maryann M. Cannocci

Title:

Business Development Representative

Signature



Date

6/1/20

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)

Bid 20-004: Lawncare

Opening: 10:00 AM, Thursday, June 11, 2020

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: TruGreen Limited Partnership

Organization Address: 1790 Kirby Parkway, Memphis, TN 38138

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
Outdoor Home Services Midco LLC	1790 Kirby Parkway, Memphis, TN 38138

** WE (TruGreen) do NOT file with the SEC as we are NOT publicly traded.*

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.**

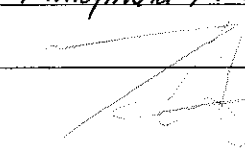
Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Outdoor Home Services Holdings LLC	1790 Kirby Parkway, Memphis, TN 38138
TruGreen Companies LLC	1790 Kirby Parkway, Memphis, TN 38138
TruGreen Holding Corporation	1790 Kirby Parkway Memphis, TN 38138

Outdoor Home Services Inc.

1790 Kirby Parkway, Memphis, TN 38138

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 Morris School District 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 Morris School District Board of Education to notify the Morris School District 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 Morris School District Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	MARYANN M. CARACCIOLI	Title:	Business Development Rep.
Signature:		Date:	6/9/20

Business Registration Certificate

Bid 20-004: Lawncare

Opening: 10:00 AM, Thursday, June 11, 2020

** Please SEE
ATTACHED*

Insert a copy of your organization's Business Registration Certificate immediately after this page.

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all bidders shall submit with their bid package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification with the bid package or prior to the award of contract will be cause for the rejection of the entire bid.

Renewal is unnecessary, though changes to information must be submitted.

Filing is quick, uncomplicated and can be done online:

https://www.state.nj.us/treasury/revenue/dcr/reg/sos_dcrnew01.prod.htm

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-3821500	0107230	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:		
01/01/01		
FORM BRC(07-01)		

Act. Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TRUGREEN L P
Trade Name:
Address: 1790 KIRBY PARKWAY STE., #300
MEMPHIS, TN 38138
Certificate Number: 0092413
Effective Date: February 19, 1991
Date of Issuance: March 18, 2019

For Office Use Only:
20190318103505800

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

Quote Number: Bid #20-004 Lawncare Bidder/Offeror: TacGreen Limited Partnership

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.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE INCLUDE A SEPARATE PAGE.

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities _____

Duration of Engagement: _____ Anticipated Cessation: _____

Date _____ Bidder/Offeror Contact _____

Name/Contact _____ Phone Number _____

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): Margaret A. Caracciolo Signature: [Signature]
TacGreen Limited Partnership
Do Not Enter PIN as a Signature

Title: Business Development Representative Date: 6/1/20

Bid Guarantee

Bid 20-004: Lawncare

Opening: 10:00 AM, Thursday, June 11, 2020

** PLEASE SEE
ATTACHED*

Insert documents immediately after this page.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we TruGreen Limited Partnership

9 Middlebury Blvd, Randolph, NJ 07869

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and RLI Insurance Company

(Here insert full name and address or legal title of Surety)

P.O. Box 3967, Peoria, Illinois 61612-3967 a corporation duly organized under the laws of the
State of Illinois as Surety, hereinafter called the Surety, are held and firmly bound unto
Morris School District

31 Hazel st., Morristown, NJ 07960 as Obligee, hereinafter called

(Here insert full name and address or legal title of Owner)

the Obligee, in the sum of Ten Percent of Amount Bid
Dollars (10%), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for Lawncare Bid#20-004

(Here insert full name and address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of
such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the
event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay
to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and
such larger amount for which the Obligee may in good faith contact with another party to perform the Work
covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 11th day of June, 2020.

		<u>TruGreen Limited Partnership</u>		
		<u>(Principal)</u>		<u>(Seal)</u>
<u>(Witness)</u>	{	By:		
		<u>(Title)</u>		
<u>Kathryn Byus</u>	{	By:	<u>RLI Insurance Company</u>	
		<u>(Surety)</u>	<u>(Seal)</u>	
		<u>Joan Warpool</u>	<u>(Title)</u>	<u>Attorney-In-Fact</u>

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

William R. Carpenter, Branden Miller, JoAnn Warpool, Vickie Ann Harvey, Hunter D. Wells, jointly or severally

in the City of Brentwood, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of March, 2020.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 23rd day of March, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 11 day of June, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick Corporate Secretary

Guarantee Certificate: Certificate/Consent of Surety

* PLEASE SEE
ATTACHED

Bid 20-004: Lawncare

Opening: 10:00 AM, Thursday, June 11, 2020

A performance bond will be required from the successful bidder. In accordance with N.J.S.A. 18A:18A-25, the Morris School District Board of Education requires a certificate from a surety company stating it will provide the contractor/vendor with a performance bond in such sum that is required in the bid specifications and/or for the full faithful performance of all the bid specifications and contract provisions. *Insert documents immediately after this page.*

In lieu of an actual certificate, the Morris School District Board of Education will accept this form duly executed by an authorized agent or representative of a Surety Company.

To: The Morris School District Board of Education

Re: _____
Name of Contractor/Vendor

This is to certify that the _____
Name of Surety Company

will provide to _____
Name and Address of Contractor/Vendor

a performance bond in such sum that is required in the bid specifications and/or for the full faithful performance of all the bid specifications and contract provisions, in the event that said contractor/vendor is awarded a contract for the above project.

Signature of Authorized Agent of Surety Company

ATTEST: _____
Print Name of Authorized Agent

Date

Name of Surety Company

Address

City, State, Zip Code

Telephone

Guarantee Certificate: Certificate/Consent of Surety

'Btd 20-004: Lawncare

Opening: 10:00 AM, Thursday, June 11, 2020

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To: The Morris School District Board of Education

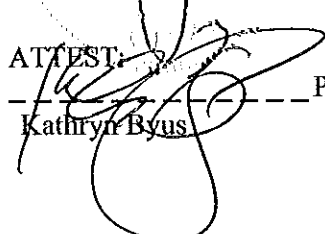
Re: TruGreen Limited Partnership
Name of Contractor Nendor

This is to certify that the RLI Insurance Company
Name of Surety Company

will provide to TruGreen Limited Partnership 9 Randolph, NJ 07869 Middlebury Blvd
Name and Address of Contractor Nendor

a performance bond in such sum that is required in the bid specifications and/or for the full faithful performance of all the bid specifications and contract provisions in the event that said contractor/vendor is awarded a contract for the above project.


Signature of Authorized Agent of Surety Company

ATTEST: 
Kathryn Byus
Print Name of Authorized Agent

6/11/2020

Date

RLI Insurance Company

Name of Surety Company

8 Cadillac Dr. Suite 200

Address

Brentwood TN 37027

City, State, Zip Code

615-244-8484

Telephone

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

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William R. Carpenter, Branden Miller, JoAnn Warpool, Vickie Ann Harvey, Hunter D. Wells, jointly or severally

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RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of March, 2020.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 23rd day of March, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 11 day of June, 2020

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

Certificate of Liability Insurance

Bid 20-004: Lawncare

Opening: 10:00 AM, Thursday, June 11, 2020

* PLEASE SEE
ATTACHED

After this page insert proof of your general liability (including products) and excess liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 8 Cadillac Drive, Suite 200 Brentwood TN 37027	CONTACT NAME: JoAnn Warpool PHONE (A/C, No, Ext): 615-377-5153 E-MAIL: JoAnn_Warpool@ajg.com ADDRESS: JoAnn_Warpool@ajg.com		FAX (A/C, No): 615-263-5853
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED TruGreen Limited Partnership 1790 Kirby Parkway Forum II Tower Memphis TN 38183	TRUGHOL-01	INSURER A: Commerce and Industry Insurance Company	19410
		INSURER B: National Union Fire Insurance Company of Pittsburg	19445
		INSURER C: New Hampshire Insurance Company	23841
		INSURER D: American Home Assurance Company	19380
		INSURER E:	
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 569329913** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pest/Herb Appl <input checked="" type="checkbox"/> \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL5425760	1/1/2020	1/1/2021	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$20,000,000 PRODUCTS - COMP/OP AGG \$ In \$20,000,000 \$
B C B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$2000000 Ded		CA4993205 CA4993207 CA4993206	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WC017515698 WC017515701	1/1/2020 1/1/2020	1/1/2021 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See remarks page for additional workers compensation policies.
General Liability Coverage has Pesticide or Herbicide Applicator Endorsement. All Workers Compensation Policies have \$2,000,000 Deductible.
The named insured includes (but is not limited to): TruGreen dba Leisure Lawn

CERTIFICATE HOLDER TruGreen Limited Partnership 1790 Kirby Pkwy Forum II Memphis TN 38138	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED TruGreen Limited Partnership	
POLICY NUMBER See Certificate			
CARRIER See Certificate	NAIC CODE	EFFECTIVE DATE 1/1/2020	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER E: Illinois National Insurance Company	23817
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

DISC LTR	TYPE OF INSURANCE	ADD END	SUBR RVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
C	WORKERS COMPENSATION	NA		WC017515699 IL, KY, NC, NH, NJ, PA, UT, VA, VT SIR Applies Per Policy Term	1/1/2020 terms & Conditions	1/1/2021	
C	WORKERS COMPENSATION	NA		WC017515702 MA, OH, WA, WI, WY SIR Applies Per Policy Term	1/1/2020 terms & Conditions	1/1/2021	
E	WORKERS COMPENSATION	NA		WC017515700 FL SIR Applies Per Policy Term	1/1/2020 terms & Conditions	1/1/2021	



ADDITIONAL REMARKS SCHEDULE

Page ___ of ___

AGENCY Arthur J. Gallagher & co.	NAMED INSURED TruGreen Limited Partnership
POLICY NUMBER see certificate	EFFECTIVE DATE 1/1/2020
CARRIER see certificate	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Additional Information

*The Named Insured includes (but is not limited to):

TruGreen Holding corporation

TruGreen, Inc.

TruGreen companies LLC

TruGreen Limited Partnership

EG Systems, LLC

d/b/a Scotts Lawn Service

d/b/a Action Pest Control

d/b/a Ortho Pest Control

Outdoor Home Services, Inc.



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Licensing and Pesticide Operations
PO Box 420, Mail Code 401-04E
Trenton, NJ 08625-0420

You must notify the Bureau of Licensing and Pesticide Operations within 30 days of any changes to information contained on this license. Please send any changes to the address shown above. For further information, please visit our website at www.pcpnj.org



TRUGREEN

ATTN: NORMAN R LEDOUX SR
9 MIDDLEBURY BLVD
RANDOLPH NJ 07869-1112

Document #: 191860940

DEPARTMENT OF
ENVIRONMENTAL PROTECTION



STATE OF
NEW JERSEY

Hereby Certifies the Goodstanding of:

TRUGREEN
9 MIDDLEBURY BLVD
RANDOLPH TWP NJ 07869
NORMAN R LEDOUX SR

as a licensed:
PESTICIDE APPLICATOR BUSINESS

Issued : 10/23/2019 License# : 90340A
Expires: 10/31/2020 Document#: 191860940

- Sign back of license where indicated.
Retain at place of business



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Licensing and Pesticide Operations
PO Box 420, Mail Code 401-04E
Trenton, NJ 08625-0420

You must notify the Bureau of Licensing and Pesticide Operations within 30 days of any changes to information contained on this license. Please send any changes to the address shown above. For further information, please visit our website at www.pcpnj.org



NORMAN R LEDOUX SR

9417 JUNIPER DR
TOBYHANNA PA 18466-3820

Document #: 191892940

DEPARTMENT OF
ENVIRONMENTAL PROTECTION



STATE OF
NEW JERSEY

Hereby Certifies the Goodstanding of:

NORMAN R LEDOUX SR
9417 JUNIPER DR
TOBYHANNA PA 18466

as a licensed:
COMMERCIAL PESTICIDE APPLICATOR

License #: 65224A CERTIFICATION AREAS
Reciprocal: 3A ,3B ,6B ,7A ,8B ,CORE
Issued: 10/23/2019
Expires: 10/31/2020
Document#: 191892940 NJPRD

- Sign back of license where indicated.
Always carry your license when using pesticides

DEPARTMENT OF
ENVIRONMENTAL PROTECTION



STATE OF
NEW JERSEY

Hereby Certifies the Goodstanding of:


FAUBRICIO A CUELLAR
1858 PILGRIM WAY
UNION

NU 07083

as a licensed

COMMERCIAL PESTICIDE APPLICATOR

License #:	525488	CERTIFICATION AREAS
Reciprocal:		13 ,3A ,3B ,6B ,7A ,8B
Issued:	09/25/2019	CORE
Expires:	10/31/2020	
Document#:	191743730	UJPRD

NEW JERSEY	
2020 CERTIFIED FERTILIZER APPLICATOR	
NORMAN R LE DOUX SR TRUGREEN 9 MIDDLEBURY BLVD RANDOLPH NJ 07869	
Certified ID#: C000114 Expires: 12/31/2020	ProFACT.Rutgers.edu New Jersey Act, P.L. 2010, c. 112

SECTION 4: General Conditions & Instructions

The following conditions shall govern the submission of bids/proposals (may be used interchangeably) for the Morris School District Board of Education.

SUBMITTING SEALED BIDS

- 1 Bids shall be submitted on the forms provided with the specifications, sealed in a plainly marked, opaque envelope. Bidders should also keep a complete copy of the bid packet, exactly as submitted. The District does not accept electronic (email) submission of bids.
- 2 Please use blue ink for all signatures.
- 3 The bid shall contain all descriptive literature, specifications, etc.
- 4 Please do not bind bid submissions if removal of binding might damage contents.
- 5 In addition to hardcopy submission of your bid, please supply all parts of the bid – as identified herein including catalogs, flyers, product brochures – in digital format (CD-ROM or flash drive). *In case of discrepancies, the hardcopy responses will prevail over electronic submissions.*
- 6 Please submit electronic documents in read-only files, e.g. PDF.
- 7 Electronic media will not be returned. Clearly label electronic media with the vendor name, name of the bid and date of bid opening. Place electronic media in a protective pouch.

BID OPENING

All bids will be publicly opened in a District meeting room. Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete, and presented to the Business Office before the bid date and time. Bids will not be accepted or received by the District after the advertised bid date and time, in accordance with N.J.S.A 18A:18A-21(b).

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.

All potential bidders are to send their responses through the US Postal Service (Certified Mail or Overnight Mail suggested) or other recognized delivery service that provides certification of delivery to the sender. Please do not attempt to hand deliver bids!

The board of education is aware of N.J.S.A. 18A:18A-21 which states the following:

At such time and place the purchasing agent of the board of education shall publicly receive the bids and thereupon immediately proceed to unseal them and publicly announce the contents, which announcement shall be made in the presence of any parties bidding or their agents who are then and there present.

To ensure there is “social distancing” amongst all parties in the bid opening, the bid opening will be conducted via online live streaming. 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.

All potential bidders are to visit the Morris School District Board of Education website and click on the link pertaining to the Opening of Bids via Online Live Streaming. Please find the applicable bid opening link on the Business Office section of the website.

AFFIRMATIVE ACTION REQUIREMENTS

Each 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:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A certificate of employee information report approval issued in accordance with N.J.A.C.17:27-4; or
3. 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.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of bid. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form. “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.

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 Schools Contract 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.

AMERICAN GOODS

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

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.

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. 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.

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

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

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

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

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

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

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

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

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

A. Bid Guarantee

Each bid when required shall be accompanied by a bid bond, cashier's check or certified check, made payable to the Morris School District. Uncertified business checks, personal checks, money orders or cash are not acceptable.

When required, each bid shall be accompanied by a bid bond, cashier's check or certified check for ten per cent (10%) of the amount of the annual contract, but not in excess of \$20,000. This guarantee shall be made payable to the Morris School District. 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 surety (performance) bond is filed with the District.

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

All bid bonds submitted must be signed and witnessed with original signatures. The District 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 District 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 a bid guarantee when required shall be cause for disqualification and rejection of bid.

B. Certificate (Consent) of Surety

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 the certificate (consent) of Surety will be cause for disqualification and rejection of bid.*

C. Performance Bond

1. When required, the successful bidder shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the Morris School District and shall be in the form required by Statute.
2. Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.
3. Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner 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.
4. It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner.
5. 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.
6. The Contractor shall execute a formal contract with the District in the form required and in such number of counterparts as the District 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 District.
7. The District will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

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

When the District 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 District.

BID PRICES

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

BID PROPOSAL FORM

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to

initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries with care.

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 District will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it 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 District will not accept multiple bids on an individual basis, nor will the District accept a "bottom line" or "all or none" bid subject to the bidder receiving the entire contract.

BIDDER COMMENT SHEET

This form is for bidder's use in offering voluntary alternates, or other comments intended to afford the District 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 prebid meeting, or in writing to the Architect or Purchasing Agent 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.

BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented to the Business Office and officially received before the advertised date and time of the bid. It is understood and agreed upon that any person in the District will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed.

BRAND NAME OR EQUIVALENT

Whenever the District 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:

1. 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 District will accept.
2. 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.
3. If a sample is not required the District requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer's name, model number, etc.
4. **Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the bid.**
5. It is the responsibility of the bidder to demonstrate equivalency of items offered.
6. In the event a bidder proposes a substitute, the bidder shall be obliged to pay for any testing and analysis necessary, in the sole and exclusive opinion of the District, to confirm that the proposed item is an appropriate substitute
7. Bidders are to only bid brand name or equivalent. The District will not accept multiple bids on individual items.

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

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all bidders shall submit with their bid package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification with the bid package or prior to the award of contract will be cause for the rejection of the entire bid.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates

that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Construction Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor; 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file; 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and, 4) during the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier or fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

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

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Purchasing Agent 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 District or the award of a contract. In the event a bidder contests any aspect of a bid, the bidder would be obligated to reimburse the District for legal fees and costs in defending against a bidder's unsuccessful challenge.

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.

Contractor is to comply with the New Jersey State Uniform Construction Code and construction codes of Morristown and Morris Township, where applicable. Contractor is to obtain local municipal building permit and pay for same. Contractor is to abide by local inspection requirements.

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,

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

F. Purchase Order Required; Notice to Proceed

No contractor or vendor shall commence 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.

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

DELETION OF BIDDERS FROM BIDDERS LIST

The District may delete the name of vendors from the District'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." The Contracted Party, its Subconsultants or Subcontractors may be debarred, suspended or disqualified from contracting and/or working on the School Facilities Project if found to have committed any of the acts listed in N.J.A.C. 17:19-3.1 et seq and 6:20-6.7 et seq

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 District upon delivery and ownership by the District; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The District recognizes two (2) types of delivery:

A. Inside Delivery

Items are to be delivered to a District 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 District 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 District.

1. Contractors are cautioned to provide adequate personnel to deliver goods as none will be provided by the District.
2. 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.
3. 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.
4. *The District 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.*
5. Specific delivery instructions are provided in the General Specifications.
6. *Please note!* All packages, boxes, cartons etc., when delivered, must be plainly marked on the outside as to contents, and the District'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 District to deduct penalties as per the schedule listed in the general specifications.

Delivery Times

The contractor shall deliver items to the schools Monday through Friday **8:30 am** through **4:00 pm**. Vendors are to secure written permission from the Director of Facilities to deliver items during times other than previously mentioned. In case of rejected supplies or equipment, the seller shall be responsible for return transportation and cost of same.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 18A:49.4 and 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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms provided by the District 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 Purchasing Agent for duplicate copies of the forms. This must be done before the bid date and time. The District accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

DOCUMENT SIGNATURES -- ORIGINAL; BLUE INK

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

ESTIMATED QUANTITIES

It is the intention of the District to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the District 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 District.

EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

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

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.

FORCE MAJEURE

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

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

HAZARDOUS MATERIALS

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

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

Vendors awarded orders for chemicals are required to provide packaging, labeling and Material Safety Data Sheets (MSDS) to the District, in accordance with federal law, 29 C.F.R. §1910.1200 et seq., and state law, 8 N.J.A.C 59:1.1 et seq., and shall enclose two copies of the Hazardous Subject Fact Sheet, and agree in accepting any award arising from this bid to comply with the NJ Labeling Law.

Notwithstanding any provision of the Bids, Specification or other documents herein relevant, no goods or services provided to the District may include or utilize asbestos or materials made with or including asbestos.

INSURANCE AND INDEMNIFICATION

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

General Liability -- \$2,000,000. General Aggregate

\$1,000,000. Products

\$1,000,000. Personal Injury

\$1,000,000. Each Occurrence

\$50,000. Fire Damage

\$5,000. Medical Expense

(A) Insurance Certificate – When Required

- The contractor must present to the District an insurance certificate in the above types and amounts before any work or service begins.
- Automobile liability insurance shall be included to cover any vehicle used by the insured.
- The certificate holder shall be as follows:
Morris School District
31 Hazel St.
Morristown, NJ 07960
- Additional Insured Claim -- The contractor must include the following clause on the insurance certificate.
“Morris School District is named as an additional insured”

OTHER INSURANCES

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

- Bodily Injury by Accident: \$1,000,000. Each Accident
- Bodily Injury by Disease: \$1,000,000. Policy Limit
- Bodily Injury by Disease: \$1,000,000. Each Employee
- Contract Liability: Same as General Liability
- Automobile Liability: \$1,000,000 Per Occurrence

(B) Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract 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 Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

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 Purchasing Agent must be received at least ten (10) days prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of written addenda to the specifications. The addenda will be provided 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.

LIABILITY – COPYRIGHT

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

LIQUIDATED DAMAGES

Liquidated damages shall be assessed against the contractor in the amount as listed in the General Specifications, and Contract should the contract/work/service not be completed in accordance with the plans and specifications.

NON-COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the bid. (N.J.S.A. 2A:93-6).

PAYMENTS

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

- Signed voucher by vendor;
- Packing Slips; and
- Invoices.

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the District, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The District at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

Receipts signed by persons receiving shipment and showing the date of delivery must be appended to all bills for supplies or equipment when they are rendered for payment.

Invoices

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.

POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a1-4) please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a2)

“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 (a2,3)

“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 (a4)

All bidders shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a2) Award of Contract.

POLITICAL CONTRIBUTION DISCLOSURE STATEMENT -- PAY TO PLAY

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.

PRODUCT GUARANTEE; NO SUBSTITUTIONS

The contractor shall guarantee that all goods and materials supplied shall be new, unused and meet the specifications as noted in this bid. The District will not accept substituted items that deviate from the items listed on the purchase order.

QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The District 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 District as the District may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

SAMPLES

From time to time the Purchasing Agent may require the submission of samples either before or at the time of the bid, at no charge to the district, to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full size samples must be submitted not later than the official *BID OPENING*. Failure to submit said samples may be regarded as a basis for rejecting the bid. Samples may be impounded until satisfactory completion of the contract. Otherwise, all samples must be picked up by the bidder within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the Purchasing Agent will dispose of them as he sees fit.

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.

SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services providers, and all vendors with whom the District has an executed contract may not subcontract any part of any work done or assign any part of contract for goods or materials for the District without first receiving written permission from the Purchasing Agent.

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

- Insurance Certificate as outlined in the bid specifications;
- Affirmative Action Evidence as outlined in the bid specifications;
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

In cases of subcontracting, the District shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The District 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.

TAXES

As a New Jersey governmental entity, the District is exempt from the requirements under New Jersey state sales and use tax (N.J.S. 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 District. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

TERMINATION OF CONTRACT

If the District 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 District 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 District 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 District may withhold payment due the contractor and apply same towards damages once established. The District 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.

TRAVEL & EXPENSES

All reimbursements for travel expenses by vendors and District employees must comply with N.J.A.C. 6A:23A. Non-compliant expenses may not be reimbursed by the District.

WITHDRAWAL OF BIDS

Before The Bid Opening

The Purchasing Agent may consider a written request from a bidder to withdraw a bid if the written request is received by the Purchasing Agent before the advertised time of the bid opening. Any bidder who has been granted permission by the Purchasing Agent 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 District may consider a written request from a bidder to withdraw a bid, if the written request is received by the Purchasing Agent 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 Purchasing Agent, the Director of Facilities, other interested administrators; and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.