Lakewood Public Schools
200 Ramsey Avenue
Lakewood, New Jersey 08701

Goods and Services

Bid Specifications
&
General Requirements
For

FOOD SERVICE EQUIPMENT

Bid 11-1718

Thursday, March 22, 2018
Bid Opening Date

10:00 a.m.
Bid Opening Time

Opening Location: Lakewood Board of Education
Administration Bldg. Conf. Room
200 Ramsey Avenue
Lakewood, NJ 08701

Diane Piasentini
Purchasing Manager

LAKEWOOD PUBLIC SCHOOLS
200 Ramsey Avenue
Lakewood, New Jersey 08701
REQUEST FOR BIDS

Bid Advertisement

The Lakewood Board of Education, Lakewood, New Jersey, hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a,b) for the School Year **2017-2018:**

Bid 11-1718 FOOD SERVICE EQUIPMENT

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

Ms. Diane Piasentini, QPA/Purchasing Manager
Lakewood Public Schools
200 Ramsey Avenue
Lakewood, New Jersey 08701
Fax: 732-905-3687
E-mail dpiasentini@lakewoodpiners.org

Bids must be sealed and delivered to the Business Office of the Lakewood Board of Education ***on or before*** date and time indicated below. The envelope to bear the following information:

Title: **FOOD SERVICE EQUIPMENT**
Bid No.: **11-1718**
Name and Address of the Bidder
Date: **Thursday, March 22, 2018**
Time: **10:00 A.M.**

The bid opening process will begin on the above advertised date and time in the Conference Room of the Administration Building located at 200 Ramsey Avenue, Lakewood, New Jersey. Bids may also be submitted to the School Purchasing Manager/Board Secretary or his designee at the bid opening meeting, in the Conference Room, prior to the advertised date and time. On the advertised date and time, the School Purchasing Manager shall publicly receive and open all bids. ***No bids shall be received after the time designated in the advertisement***. (N.J.S.A. 18A:18A-21(b)). The Board of Education does not accept electronic (e-mail) submission of bids.

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination and N.J.A.C. 17:27 et seq
.
Corporate bidders are required by law (Chapter 33, Laws of 1977) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be filed with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms may be cause for disqualification and rejection of the bid.
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.

The Lakewood Board of Education recognizes its obligation as it pertains to the Stevens Amendment, Section 8136 of the Department of Defense Appropriations Act (P.L. 104-134, Sec.507) which requires the Board of Education to state clearly that one hundred percent (100%) of the total cost of this project will be financed through Federal Funds.

Diane Piasentini /Purchasing Manager

ETHICS IN PURCHASING
Statement to Vendors

School District Responsibility

Recommendation of Purchases

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

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

Solicitation/Receipt of Gifts – Prohibited

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

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Lakewood Public School District, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Lakewood Public School District or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Lakewood Public School District, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

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

Diane Piasentini
Purchasing Manager

LAKEWOOD PUBLIC SCHOOLS
BUSINESS OFFICE
200 RAMSEY AVENUE
LAKEWOOD, NEW JERSEY 07055-0388

TO: All Vendors

UNAUTHORIZED ORDERS

Official Notification

Authorized Purchases

The Lakewood Public Schools only recognizes purchases made through the approved purchase order process. All purchases require a:

Written Purchase Order with ***authorized signatures*** and a ***Purchase Order Number***.

Unauthorized Purchases

Any Board of Education employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

Vendors' Responsibility

- **Do NOT Honor Requests!**

  Vendors are not to honor or accept any requests for goods or services unless the vendor receives a ***written purchase order*** with ***authorized signatures*** and a ***purchase order number***.

- **Contact the Business Office!**

  Please alert Mrs. Diane Piasentini, Assistant Purchasing Manager, at 732-364-2400 X7019 if any Board employee attempts to place an order without an authorized purchase order.

- **You will NOT Get Paid!**

  The Lakewood Public Schools will not be held responsible for any unauthorized orders or purchases.

Authorized Signatures

The Lakewood Public Schools will only recognize purchase orders signed by:

Diane Piasentini
Purchasing Manager

LAKEWOOD PUBLIC SCHOOLS
Business Office
200 RAMSEY AVENUE
LAKEWOOD, NEW JERSEY 08701

ADVISORY INFORMATION FOR BIDDERS

1. PROMPTNESS OF BID SUBMITTAL

   It is the responsibility of the bidder to ensure that their bid is presented in a sealed envelope at the District's Business Office, Office of the Purchasing Manager or designee, prior to the advertised bid date and time. The advertised bid date and time for this bid is on **Thursday, March 22, 2018 @ 10:00 A.M.** No bids shall be received after the time designated in the bid advertisement. No extensions or exceptions will be made. The Business Office is opened Monday through Friday from 8:00 a.m. – 4:00 p.m. according to the school calendar and 8:00 a.m. – 3:00 p.m. during the summer. Access to the Business Office may be delayed because of security clearance into the Administration Building. Bidders may also submit bids to the Purchasing Manager or his designee at the bid opening meeting held in the Administration Building Conference Room located at 200 Ramsey Avenue, Lakewood, New Jersey, prior to the advertised bid opening date and time. Once again, bids will not be received after the time designated in the advertisement.

2. PARKING

   Parking in the vicinity of the Lakewood Public Schools Administration Building is at a premium. ***Allow enough time to locate a parking space***. **Heavy traffic hours** by the Board Offices on school days are from 7:00 a.m. to 8:30 a.m., and between 1:40 p.m. and 3:10 p.m., since the High School is adjacent to the Board Office location.
   Adjacent streets are also **blocked off** during student arrivals and dismissals. Also be aware of parking signs as you may receive a parking ticket or have your vehicle towed.

3. MAIL

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

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

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

5. HAND DELIVER BIDS – SUGGESTED PRACTICE

   Keeping the aforementioned items in mind, the Board suggests that bidders arrange to hand deliver their bid to the Business Office, and personally turn it in to the office of the Purchasing Manager before the advertised date and time. Please understand that bids arriving after the advertised bid date and time for any reason, can not be accepted, opened or considered.

LAKEWOOD PUBLIC SCHOOLS
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 07055-0388

BID CHECKLIST

A. ***Documents to be Returned with Bid***

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

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

B. ***Reminder Checklist***

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

Item	Yes	No
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered question fully and accurately?		
3. Have you signed all your documents **(BLUE INK)?** No facsimile signature.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the bid package for your records?		
6. Did you submit a Bid Guarantee? Consent of Surety? (Only if required)		
7. Did you correctly address the envelope? (Page 1 Item #2)		
8. Have you allowed ample time for the bid to reach the Business Office?		

Diane Piasentini - Purchasing Manager

LAKEWOOD PUBLIC SCHOOLS
Business Office
200 Ramsey Avenue
Lakewood, NJ 08701

GENERAL SPECIFICATIONS

Diane Piasentini
Purchasing Manager

LAKEWOOD PUBLIC SCHOOLS
Business Office

FOOD SERVICE EQUIPMENT

INSTRUCTIONS TO BIDDERS

1. BIDS ARE TO BE SUBMITTED TO: Diane Piasentini,
Purchasing Manager
Business Office
Lakewood Public Schools
200 Ramsey Avenue
Lakewood, New Jersey 08701

BY: **10:00 A.M.** PREVAILING TIME ON: **Thursday, March 22, 2018**

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

2. Bids must be placed in a *sealed* envelope/package marked as shown below on the front of the envelope/package. Bidders should also keep a complete copy of the bid packet, exactly as submitted.

Envelope Label Information:

District:	**Lakewood Public Schools**
Bid Number:	**11-1718**
Project:	**FOOD SERVICE EQUIPMENT**
Bid Date:	**Thursday, March 22, 2018**
Bid Time:	**10:00 A.M.**
Bidder:	*Name of Company* *Address* *City, State Zip*

Failure to properly label the bid package may be cause for rejection of said bid.
The Board of Education does not accept electronic (e-mail) submission of bids.

3. BID OPENING MEETING

All bids will be publicly received and unsealed by the School Purchasing Manager opened in the Conference Room of the Administration Building of the Lakewood Board of Education located at 200 Ramsey Avenue, Lakewood, New Jersey 08701 and be read beginning at **10:00 A.M.** on **Thursday, March 22, 2018.** 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 Purchasing Manager prior to the advertised bid date and time. **No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))**

4. 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:

i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

ii. A certificate of employee information report approval issued in accordance with N.J.A.C.17:27-4; or

iii. 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. (See attached Appendix B)

5. 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. S121 01 et seq. (See attached Appendix A)

6. ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Board of Education offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the Public 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.

7. 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 ☐ REQUIRED ☒ NOT REQUIRED

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

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.

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

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

The Lakewood Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

The board ***will not*** accept a bid with multiple bid numbers listed on the bond.

Failure to submit a bid guarantee when required shall be cause for disqualification and rejection of bid.

B. Certificate (Consent) of Surety ☐ REQUIRED ☒ NOT REQUIRED

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

C. Performance Bond ☐ REQUIRED ☒ NOT REQUIRED

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 Lakewood Board of Education and shall be in the form required by Statute.

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.

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.

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.

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

The Contractor shall execute a formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion

Bond shall be furnished and such Contracts shall be executed and delivered by the contractor within ten (10) days after the receipt by the contractor of notice accepting his bid by the Board.

The Lakewood Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

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

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

9. BID PRICES

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

10. BID PROPOSAL FORM

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

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

11. BIDDER COMMENT SHEET

This form is for bidder’s use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the bid proposal**. It may *not*** be used to take exception to specific conditions of the project defined in the contract documents which the bidder does not like. The bid provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the bidder wishes to raise objection, this must be done at the pre-bid meeting (if applicable), or in writing to the Purchasing Manager 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.

12. 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 Board of Education will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed**.**

13. BRAND NAME OR EQUIVALENT

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

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

b. When a sample is required the bidder shall provide the sample item must be provided before or at the time of the bid opening. With the sample item shall be a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of item.

c. If a sample is not required, the Board requires a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer's name, model number, etc.

d. **Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the bid.**

e. It is the responsibility of the bidder to demonstrate equivalency of items offered.

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

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

Pursuant to N.J.S.A. 52:32-44 as amended, 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 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.

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

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

16. 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 the Construction Code for Lakewood. Contractor is to obtain local municipal building permit and pay for same. Contractor is to abide by local inspection requirement.

17. CONTRACTS

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

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

B. Equal Prices

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

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

Upon notification of award of contract by the Lakewood Public Schools, the contractor shall sign and execute a formal contract agreement between the Board of Education and the contractor, ***when required***.

If a formal contract is not required by the Board of Education, an approved and signed Lakewood Board of Education Purchase Order will constitute as a contractual agreement. When a formal contract is required the contractor shall sign and execute said contracts and return said contracts along with the following:

1. Performance Bond in the total amount of the contract (***if required);***
2. Insurance Certificate with the Lakewood Board of Education as an additional insured (***if required);***
3. Affirmative Action Evidence Affirmative Action certificate or copy of completed form AA 302 together with proof of payment;
4. Other required documents as may be outlined in the bid specifications.

The executed contracts and related documents must be returned to:

Diane Piasentini, QPA
Purchasing Manager
Lakewood Public Schools
200 Ramsey Avenue
Lakewood, New Jersey 08701

within ten (10) days of receipt of notification. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with the bid security becoming property of the Lakewood Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

D. Renewal of Contract; Services

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

The Board of Education is the final authority in awarding renewals of contracts.

E. Term of Contract

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

F. Purchase Order Required; 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.

18. 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

Lakewood Public Schools upon delivery and ownership by the Board; the successful bidder pays and bears the costs of all freight and delivery charges listed below.

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

Contractors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Board of Education. Furthermore delivery vehicles shall be equipped with **a FULLY FUNCTIONING LIFT GATE.**

If a specialized person is needed to setup, assemble or erect item, such assembly shall be completed within five (5) school days of the actual delivery date.

Failure to assemble, setup, or erect items within the stated time may result in a ***$100.00 per day*** assessment against the bidder for each day items are not assembled, setup or erected.

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

Specific delivery instructions are provided in the Technical Specifications.

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

Delivery Guarantee

The contractor agrees to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications.

Failure to deliver the designated items within the prescribed period of time shall cause the Board of Education to deduct penalties as per the schedule listed in the general specifications.

Delivery Times

The contractor shall deliver items to the schools Monday through Friday

9:00 a.m. through **12:00.NOON on School Days**

9:00 a.m. through 2:00 p.m. during summer hours

Vendors are to secure written permission from the Director of Facilities OR Security at 732-364-2400 X7808 to deliver items during times other than previously mentioned.

19. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms* provided by the Board that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact Mrs.

Diane Piasentini, Purchasing Manager, at (732-364-2400 X7019) for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

20. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

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

*Forms provided by the Board of Education that must be returned with bid.

- Acknowledgement of Addenda
- Affirmative Action Questionnaire
- Bid Proposal Form
- Bidder Comment Form – Optional
- Chapter 271 Political Contribution Disclosure Form
- Consent of Surety (If Required)
- Contractor/Vendor Questionnaire / Certification
- Disclosure of Investment Activities in Iran
- Non-Collusion Affidavit
- Stockholders' /Partnership Disclosure Affidavit, and Ownership Declaration

*Please check your bid package for these forms!

21. ESTIMATED QUANTITIES

It is the intention of the Board of Education to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Board intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be some deviation to the number of items actually ordered because of budgeting and financial constraints of the school district.

22. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

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

23. 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.

24. FORCE MAJEURE

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

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

25. 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

a.. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
b. Automobile liability insurance shall be included to cover any vehicle used by the insured.
c. The certificate holder shall be as follows:

Lakewood Public Schools
c/o The Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

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

"Lakewood Board of Education is named as an additional insured"

OTHER INSURANCES

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

Bodily Injury by Accident	$1,000,000. Each Accident
Bodily Injury by Disease	$1,000,000. Policy Limit
Bodily Injury by Disease	$1,000,000. Each Employee

Contract Liability	Same as General Liability
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, attorneys fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable. 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.

26. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the School Purchasing Manager 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 a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the bidders by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

27. IRAN DISCLOSURE N.J.S.A. 18A18A-49.4

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. 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.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

Failure to complete, sign and submit the disclosure form with the bid shall be cause for rejection of the bid.

28. LIABILITY – COPYRIGHT

The contractor shall hold and save the Lakewood Public Schools, 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.

29. LIQUIDATED DAMAGES

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

30. NON-COLLUSION AFFIDAVIT

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

31. PAYMENTS

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

- Signed voucher by vendor;
- Invoices; and
- All documentation as specified within the Technical Specifications, including Section F thereof

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A.18A:18A-40.1. The Board 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.

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.

32. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

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

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

"No board of education will vote upon or award any contract in the amount of $17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period."

Contributions during Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a) (4)

All 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 (a) (2) Award of Contract.

33. 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.

34. 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 Board of Education will not accept substituted items that deviate from the items listed on the purchase order.

35. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

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

36. RIGHT TO KNOW LAW

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

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

37. SAMPLES

From time to time the School Purchasing Manager may require the submission of samples either before or at the time of the bid, at no charge to the district, in order 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 School Purchasing Manager will dispose of them as he sees fit.

38. STOCKHOLDERS' DISCLOSURE

All bidders are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the bid or accompanying the bid, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest herein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. (N.J.S.A. 52:25-24.2)

39. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services providers, and all vendors with whom the Board of Education 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 Board without first receiving written permission from the School Purchasing Manager.

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:

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

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

40. TAXES

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

services, materials and supplies furnished to the Lakewood Public Schools. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

41. TERMINATION OF CONTRACT

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

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

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

42. WITHDRAWAL OF BIDS

Before The Bid Opening

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

After The Bid Opening

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

The contractor/vendor who wishes to withdraw a bid must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a bid after the bid opening may be reviewed by the School Purchasing Manager, 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.

LAKEWOOD PUBLIC SCHOOLS
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

TECHNICAL SPECIFICATIONS

Diane Piasentini, QPA
Purchasing Manager

ALL PROPOSALS SHOULD BE FOR MODEL SPECIFIED OR EQUIVALVENT
INSTALLATION, REMOVAL AND DISPOSAL OF EXISTING EQUIPMENT MUST BE PART OF THE BID AMOUNT PER ITEM.
ANY NECESSARY PERMITS WILL BE OBTAINED BY THE DISTRICT

BID PROPOSAL – ITEM 01

Clifton Avenue Elementary

1 each Hobart Model CL44eN dishwasher to operate in a left to right direction.

- Unit to include Opti-Rinse™ system using no more than .62 gallons per rack at 20 psi.
- Final rinse rate to be 2.1 GPM or 126 GPH.
- Warewasher to be equipped with a Rapid Return Drive™ system to provide for more consistent movement of the ware through the machine.
- Unit to be equipped with ball detent clutch drive system to prevent damage to conveyor and drive motor if a rack should be obstructed.
- Anti-jam protection to include an electronic sensor to monitor the drives output RPM and electrically shut the unit off in the event of a change in RPM.
- Configurable NSF Pot & Pan conveyor dwell
- Configurable De-Lime Alert
- Machine to have a dual point of push for the conveyor system to reduce stress on the drive.
- Machine to have a dual side pawl conveyor driven by 1/6 HP motor providing a simultaneous even push through of the racks.
- Machine to have double wall insulated hinged doors with SST and UHMW door seals.
- Machine to have fully wrapped lower front, side and underneath panels.
- Inspection door opening to measure 36 ½ x 27 5/6 inches
- Standard chamber dimensions to 22 x 19 ½
- To include Auto-Position™ rinse arms, which ensure that the rinse arms and nozzles are properly seated in the machine to provide a consistent sanitizing rinse pattern.
- Soil management system to have a single SST slanted screen, and a deep collection basket.
- Machine to have a minimum capacity of 202 racks per hour.
- Unit length to be a minimum of 44".
- Top mounted microprocessor controls mounted in SST enclosure.
- Field convertible for low temperature or high temperature final rinse application.
- Tank and chamber to be constructed of #16 gauge stainless steel.

- Wash motor to be 2 HP with inherent overload protection and manual reset located on the motor.
- Stainless steel, self-draining pump and impeller mounted in an above the water line orientation for longer life.
- Pump capacity of 165 gpm.
- Single point electrical connection (3 phase only, does not include the electric booster heater);
- Dishwasher to be provided with the following heat device: 15 KW electric immersion heater. Heating device to be interwired at factory. Heating device to be controlled by solid-state thermostat with positive low water protection.
- Voltage to be 208/60/3
- Machine to be furnished with top mounted digital display to provide accurate temperature readouts
- Standard features to include a dirty indicator with an optional shut down mode, energy saver mode, low temperature alerts for all zones, service diagnostics, de-lime notifications, operating indicators
- Integrated SST pump intake screen.
- Machine to have self-aligning stainless steel upper and lower wash arms with computational fluid dynamics debossed anti-clogging nozzles.
- Wash pipes to be located on the exterior rear panel for an obstruction free interior.
- Rinse arms to include an integrated in line water filter
- Final rinse to be automatically activated when racks enter the rinse zone.
- Electrical interface points for chemical connections provided as standard.
- Vent fan and booster heater controls.
- Automatic fill to be standard with tank water level to be automatically maintained.
- Drain handle to be located outside of the water zone and to be automatically closed upon closing the inspection door.
- Stainless steel front panel, frame, feet, legs; wash tank, and chamber; removable strainer pans and large deep basket; integrated pump intake screen assembly; channel; stainless steel splash shields.
- Additional equipment includes: built-in, atmospheric, SST, pre-wired and pre-plumbed 30 kw electric booster heater; table limit switch; and six sheet pan dishrack.
- Machine to have full one-year warranty on parts, labor, and mileage against manufacturer's defects. Long life maintenance contract available.

BID PROPOSAL – ITEM 02

Ella G Clarke Elementary

1 each Hobart AM Select Ventless Dishwasher with Energy Recovery

- Internal condensing system to minimize water vapor
- No vent hood requirement
- Dish machine to be NSF certified for both dishwashing and utensil washing
- Capable of 40 racks per hour as hot water sanitizing unit
- .74 gallons of water per rack
- Cycle to be fully automatic including actuation by door closing
- Voltage and phase of the AM Select to be 208-240/60/3
- Unit to be field convertible from straight through to corner installation without tools

Construction

- Full access provided to interior through three-sided wrap chamber design constructed of 16 gauge stainless steel
- Tank and tank shelf to be drawn with rounded corners for easy cleaning and self -flushing. Tank bottom to be contoured and sloped to drain for complete draining
- Full enclosed base with stainless steel panels removable with tools
- Stationary top with stainless steel supports for strength, stability and helping maintain tank temperature
- Stainless steel frame and feet
- Spring counterbalanced chamber with replaceable polyethylene guides

Wash and Rinse Arms

- Stainless steel, revolving, interchangeable upper and lower anti-clogging wash arms with patent pending design
- Stainless steel, revolving, interchangeable upper and lower rinse arms with clean outs on both ends

Pump

- Pump housing and impeller to be constructed of cast stainless steel to resist harsh chemicals and water conditions
- Self-draining design with a flow rate capability of 160 gallons per minute

Wash Motor

- Built for Hobart, 2 H.P. motor
- Motor to have Inherent thermal protection and reset

Rinse Motor

- 1/15 H.P. motor

Controls

- Microcomputer, solid state controls with recessed and angled control pad for end user interaction
- Control pad furnished with digital readout for temperature verification
- Touch pads provided for "On", "Off", and "Delime/Cycle"
- All controls are enclosed within a water resistant stainless steel cavity and coated for protection from water and steam
- Built-in service diagnostics for easy servicing
- Cycle start activated by door closing only, no additional buttons or door handles to be pressed
- Controls to be equipped with an extended delime cycle and deliming instructions clearly posted on the front of the machine
- Controls must be NAFEM Data Protocol capable
- Four cycles must be available including 1, 2, 4, or 6 minutes plus condense time
- Cycle Light

Drain

- To be provided with door actuated drain closure to assure drain closes upon closing the door
- Easy removal of standpipe required

Strainer Screens

- Scrap screen to be one piece self-locating design formed of stainless steel, with large removable 16 gauge scrap basket for catching large food debris

Tank Heat

- 5 KW electric immersion heating element with positive low water protection device

Booster Heater

- W Electric booster heater built into foot print of the machine, capable of 70˚ F rise and includes Sense-A-Temp™ technology

Water

- Hot water line for initial machine fill
- Cold water line to condensing unit to booster

- .74 gallons of water per rack

Condensing Unit

- 1/20 H.P. blower motor
- Condensing coil with copper tubing and corrosion resistant aluminum fins
- Adjustable condensing time 30-42 seconds

Warranty

- One year parts, travel, and labor warranty to be provided

BID PROPOSAL – ITEM 03

Lakewood High School

1 each Hobart Model CLPS76eN dishwasher to operate in a right to left direction.

- Unit to include Opti-Rinse™ system using no more than .56 gallons per rack at 20 psi.
- Final rinse rate to be 2.3 GPM or 138 GPH.
- Unit to include a 22 inch prewash chamber with a 2 hp pump with three upper and two lower wash tubes.
- Warewasher to be equipped with a Rapid Return Drive™ system to provide for more consistent movement of the ware through the machine.
- Unit to be equipped with ball detent clutch drive system to prevent damage to conveyor and drive motor if a rack should be obstructed.
- Anti-jam protection to include an electronic sensor to monitor the drives output RPM and electrically shut the unit off in the event of a change in RPM.
- Configurable NSF Pot & Pan conveyor dwell
- Configurable De-Lime Alert
- Machine to have a dual point of push for the conveyor system to reduce stress on the drive.
- Machine to have a dual side pawl conveyor driven by 1/6 HP motor providing a simultaneous even push through of the racks.
- Machine to have double wall insulated hinged doors with SST and UHMW door seals.
- Machine have fully wrapped lower front, side and underneath panels.
- Inspection door opening to measure 36 ½ x 27 5/6 inches
- Standard chamber dimensions to 22 x 19 ½
- To include Auto-Position™ rinse arms, which ensure that the rinse arms and nozzles are properly seated in the machine to provide a consistent sanitizing rinse pattern.
- Soil management system to have a single SST slanted screen, and a deep collection basket.
- Machine to have a minimum capacity of 248 racks per hour.
- Unit length to be a minimum of 76".
- Top mounted microprocessor controls mounted in SST enclosure.
- Field convertible for low temperature or high temperature final rinse application.
- Tank and chamber to be constructed of #16 gauge stainless steel.
- Prewash and wash motor to be 2 HP with inherent overload protection and manual reset located on the motor.
- Stainless steel, self-draining pump and impeller mounted in an above the water line orientation for longer life.
- Pump capacity of 165 gpm.
- Single point electrical connection (3 phase only, does not include the electric booster heater);

- Dishwasher to be provided with the following heat devices: 15 KW electric immersion heater. Heating device to be interwired at factory. Heating device to be controlled by solid-state thermostat with positive low water protection.
- Voltage to be 480/60/3
- Machine to be furnished with top mounted digital display to provide accurate temperature readouts
- Standard features to include a dirty indicator with an optional shut down mode, energy saver mode, low temperature alerts for all zones, service diagnostics, de-lime notifications, operating indicators
- Integrated SST pump intake screen.
- Machine to have self aligning stainless steel upper and lower wash arms with computational fluid dynamics debossed anti-clogging nozzles.
- Wash pipes to be located on the exterior rear panel for an obstruction free interior.
- Rinse arms to include an integrated in line water filter
- Final rinse to be automatically activated when racks enter the rinse zone.
- Electrical interface points for chemical connections provided as standard.
- Vent fan and booster heater controls.
- Automatic fill to be standard with tank water level to be automatically maintained.
- Drain handle to be located outside of the water zone and to be automatically closed upon closing the inspection door.
- Stainless steel front panel, frame, feet, legs; wash tank, and chamber; removable strainer pans and large deep basket; integrated pump intake screen assembly; channel; stainless steel splash shields.
- Available optional equipment includes: built-in, atmospheric, SST, pre-wired and pre-plumbed 30 kw electric booster heater ; 2 standard vent hoods; table limit switch; six sheet pan rack
- Machine to have full one-year warranty on parts, labor, and mileage against manufacturer's defects

BID PROPOSAL – ITEM 04

Oak Street Elementary

1 each Hobart Model CLCS66eN dishwasher to operate in a left to right direction.

- Unit to include Opti-Rinse™ system using no more than .62 gallons per rack at 20 psi.
- Final rinse rate to be 2.1 GPM or 126 GPH.
- Unit to include a 22 inch prewash chamber with a 2 hp pump with three upper and two lower wash tubes to index racks from a 90 degree angle.
- Warewasher to be equipped with a Rapid Return Drive™ system to provide for more consistent movement of the ware through the machine.
- Unit to be equipped with ball detent clutch drive system to prevent damage to conveyor and drive motor if a rack should be obstructed.
- Anti-jam protection to include an electronic sensor to monitor the drives output RPM and electrically shut the unit off in the event of a change in RPM.
- Configurable NSF Pot & Pan conveyor dwell
- Configurable De-Lime Alert
- Conveyor dwell to be standard.
- Machine to have a dual point of push for the conveyor system to reduce stress on the drive.
- Machine to have a dual side pawl conveyor driven by 1/6 HP motor providing a simultaneous even push through of the racks.
- Machine to have double wall insulated hinged doors with SST and UHMW door seals.
- Machine have fully wrapped lower front, side and underneath panels.
- Inspection door opening to measure 36 ½ x 27 5/6 inches
- Standard chamber dimensions to 22 x 19 ½
- To include Auto-Position™ rinse arms, which ensure that the rinse arms and nozzles are properly seated in the machine to provide a consistent sanitizing rinse pattern.
- Soil management system to have a single SST slanted screen, and a deep collection basket.
- Machine to have a minimum capacity of 202 racks per hour.
- Unit length to be a minimum of 66".
- Top mounted microprocessor controls mounted in SST enclosure.
- Field convertible for low temperature or high temperature final rinse application.
- Tank and chamber to be constructed of #16 gauge stainless steel.
- Prewash and wash motor to be 2 HP with inherent overload protection and manual reset located on the motor.
- Stainless steel, self-draining pump and impeller mounted in an above the water line orientation for longer life.
- Pump capacity of 165 gpm.
- Single point electrical connection (3 phase only, does not include the electric booster heater);

- Dishwasher to be provided with the following heat device: 15 KW electric immersion heater. Heating device to be interwired at factory. Heating device to be controlled by solid-state thermostat with positive low water protection.
- Voltage to be 480/60/3
- Machine to be furnished with top mounted digital display to provide accurate temperature readouts
- Standard features to include a dirty indicator with an optional shut down mode, energy saver mode, low temperature alerts for all zones, service diagnostics, de-lime notifications, operating indicators
- Integrated SST pump intake screen.
- Machine to have self-aligning stainless steel upper and lower wash arms with computational fluid dynamics debossed anti-clogging nozzles.
- Wash pipes to be located on the exterior rear panel for an obstruction free interior.
- Rinse arms to include an integrated in line water filter
- Final rinse to be automatically activated when racks enter the rinse zone.
- Electrical interface points for chemical connections provided as standard.
- Vent fan and booster heater controls.
- Automatic fill to be standard with tank water level to be automatically maintained.
- Drain handle to be located outside of the water zone and to be automatically closed upon closing the inspection door.
- Stainless steel front panel, frame, feet, legs; wash tank, and chamber; removable strainer pans and large deep basket; integrated pump intake screen assembly; channel; stainless steel splash shields.
- Additional equipment includes: built-in, atmospheric, SST, pre-wired and pre-plumbed 30 kw electric booster heater; two standard vent hoods; table limit switch; and six sheet pan dishrack.
- Machine to have full one-year warranty on parts, labor, and mileage against manufacturer's defects.

BID PROPOSAL – ITEM 05

Spruce Street Elementary

1 each Hobart Model CLPS76eN dishwasher to operate in a left to right direction.

- Unit to include Opti-Rinse™ system using no more than .56 gallons per rack at 20 psi.
- Final rinse rate to be 2.3 GPM or 138 GPH.
- Unit to include a 22 inch prewash chamber with a 2 hp pump with three upper and two lower wash tubes.
- Warewasher to be equipped with a Rapid Return Drive™ system to provide for more consistent movement of the ware through the machine.
- Unit to be equipped with ball detent clutch drive system to prevent damage to conveyor and drive motor if a rack should be obstructed.
- Anti-jam protection to include an electronic sensor to monitor the drives output RPM and electrically shut the unit off in the event of a change in RPM.
- Configurable NSF Pot & Pan conveyor dwell
- Configurable De-Lime Alert
- Machine to have a dual point of push for the conveyor system to reduce stress on the drive.
- Machine to have a dual side pawl conveyor driven by 1/6 HP motor providing a simultaneous even push through of the racks.
- Machine to have double wall insulated hinged doors with SST and UHMW door seals.
- Machine have fully wrapped lower front, side and underneath panels.
- Inspection door opening to measure 36 ½ x 27 5/6 inches
- Standard chamber dimensions to 22 x 19 ½
- To include Auto-Position™ rinse arms, which ensure that the rinse arms and nozzles are properly seated in the machine to provide a consistent sanitizing rinse pattern.
- Soil management system to have a single SST slanted screen, and a deep collection basket.
- Machine to have a minimum capacity of 248 racks per hour.
- Unit length to be a minimum of 76".
- Top mounted microprocessor controls mounted in SST enclosure.
- Field convertible for low temperature or high temperature final rinse application.
- Tank and chamber to be constructed of #16 gauge stainless steel.
- Prewash and wash motor to be 2 HP with inherent overload protection and manual reset located on the motor.
- Stainless steel, self-draining pump and impeller mounted in an above the water line orientation for longer life.
- Pump capacity of 165 gpm.
- Common point electrical connection including booster
- Dishwasher to be provided with the following heat device: 15 KW electric immersion heater. Heating device to be interwired at factory. Heating device to be controlled by solid-state thermostat with positive low water protection.

- Voltage to be 208/60/3
- Machine to be furnished with top mounted digital display to provide accurate temperature readouts
- Standard features to include a dirty indicator with an optional shut down mode, energy saver mode, low temperature alerts for all zones, service diagnostics, de-lime notifications, operating indicators
- Integrated SST pump intake screen.
- Machine to have self -aligning stainless steel upper and lower wash arms with computational fluid dynamics debossed anti-clogging nozzles.
- Wash pipes to be located on the exterior rear panel for an obstruction free interior.
- Rinse arms to include an integrated in line water filter
- Final rinse to be automatically activated when racks enter the rinse zone.
- Electrical interface points for chemical connections provided as standard.
- Vent fan and booster heater controls.
- Automatic fill to be standard with tank water level to be automatically maintained.
- Drain handle to be located outside of the water zone and to be automatically closed upon closing the inspection door.
- Stainless steel front panel, frame, feet, legs; wash tank, and chamber; removable strainer pans and large deep basket; integrated pump intake screen assembly; channel; stainless steel splash shields.
- Additional equipment includes: built-in, atmospheric, SST, pre-wired and pre-plumbed 30 kw electric booster heater; table limit switch; and six sheet pan dishrack.
- Machine to have full one-year warranty on parts, labor, and mileage against manufacturer's defects. Long life maintenance contract should be available.

BID PROPOSAL – ITEM 06

SPRUCE STREET ELEMENTARY

1 each **RANGE, 24", 4 OPEN BURNERS**
Vulcan Model No. 24S-4B
Endurance™ Restaurant Range, gas, 24", (4) 30,000 BTU burners, standard oven, stainless steel front, sides, backriser & lift-off high shelf, fully MIG welded frame, 6" adjustable legs, 143,000 BTU, CSA, NSF

- 1 year limited parts & labor warranty
- Optional extended warranty extends the warranty for a period of 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation (net)
- Gas type to be specified
- Stainless steel backriser and lift-off high shelf, standard
- CASTERS RR4 Casters (set of 4)

BID PROPOSAL – ITEM 07

PINER ELEMENTARY SCHOOL and LAKEWOOD MIDDLE SCHOOL

1 for each school- REACH-IN REFRIGERATORS
Hoshizaki Model No. CR1S-FS (01580CR1BFS)

- Commercial Series Refrigerator, reach-in, one section, 22.8 cu.ft., self-contained refrigeration system, solid state digital controller with temperature alarms & LED display, stainless steel exterior front & sides, stainless steel interior, standard depth, full height solid right hinged door, (3) standard shelves, (4) 4" heavy duty casters (2 with brakes), 1/5 hp, cETLus, ETL-Sanitation, ENERGY STAR®

LAKEWOOD PUBLIC SCHOOLS
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

BID DOCUMENTS AND REQUIRED DOCUMENTATION

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

Diane Piasentini, QPA
Purchasing Manager

To be completed and signed below. ***Return With Bid***

LAKEWOOD BOARD OF EDUCATION
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

Proposal Form

PRICE MUST INCLUDE DELIVERY, REMOVAL OF EXISTING EQUIPMENT AND INSTALLATION

Bid No. **11-1718** Proposal Date: **THURSDAY, MARCH 22, 2018 @ 10:00 A.M.**

I/we hereby submit the following proposal for **FOOD SERVICE EQUIPMENT** as specified in the bid specifications:

Item 01 – Dishwasher/Conveyor for Lakewood High School $_____ each

Item 02 – Dishwasher/Conveyor for Ella G. Clarke $_____ each

Item 03 – Dishwasher/Conveyor for Clifton Grade School $_____ each

Item 04 – Dishwasher/Conveyor for Spruce Street School $_____ each

Item 05 – Dishwasher/Conveyor for Oak Street School $_____ each

Item 06 – 24" Range for Spruce Street School
$_____ each

Item 07 – Reach-In Refrigerator for Piner Elementary School and Lakewood Middle School
$_____ each

CONTINUED ON FOLLOWING PAGE

** **VENDOR MUST PROVIDE INSTALLATION WHERE APPLICABLE. NO PERMITS ARE REQUIRED. ANY NECESSARY ELECTRICAL UPGRADES WILL BE PERFORMED BY THE SCHOOL DISTRICT****

Name of Company _____

Address _____

City, State, Zip _____

Telephone No. _____ Ext. _____ Fax No. _____

E-Mail : _____

Tax ID No. _____

Authorized Agent _____ Date _____

Authorized Signature _____ Date_____

To be completed and signed below. ***Return With Bid***

Acknowledgement of Addenda

Bid Number **11-1718** Bid Date: **Thursday, March 22, 2018 @ 10:00 A.M.**

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

ADDENDA NO.	ISSUING DATES

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

To be completed and signed below. ***Return With Bid***

AFFIRMATIVE ACTION QUESTIONNAIRE

Bid No. 11-1718 **Bid Date: Thursday, March 22, 2018 @ 10:00 A.M.**

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

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☐ No

   If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report ☐ Yes ☐ No

   If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered ***"NO"*** to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

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

www.state.nj.us/treasury/contract compliance/

- 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.

Name: _____

Signature _____

Title _____ Date _____

Name of Company_____

Address _____

City, State, Zip _____

BIDDER'S COMMENT FORM

FOOD SERVICE EQUIPMENT

Bid No. **11-1718** Bid Date: **Thursday, March 22, 2018 @ 10:00 A.M.**

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

_____

_____

_____

_____

_____

_____

_____

_____

_____

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Representative _____

Signature _____ Title _____ Date _____

FOOD SERVICE EQUIPMENT

Bid No. **11-1718** Bid Date: **Thursday, March 22, 2018 @ 10:00 A.M.**

Consent of Surety

☐ REQUIRED
☒ NOT REQUIRED

A performance bond will be required from the successful bidder. In accordance with N.J.S.A. 18A:18A-25, the Lakewood Public Schools 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.

In lieu of an actual certificate, the Lakewood Public Schools will accept this form duly executed by an authorized agent or representative of a Surety Company.

To: The Lakewood Public Schools

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

To be completed and signed below. ***Return With Bid***

Contractor/Vendor Questionnaire/Certification

FOOD SERVICE EQUIPMENT

Bid Number **11-1718** Bid Date: **Thursday, March 22, 2018 @ 10:00 A.M.**

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____)_____ Ext. _____

Emergency Phone Number (_____)_____

FAX No. (____)_____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Systems in New Jersey

Name of District	Address	Contact Person/Title	Phone
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the Lakewood Public Schools, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.
I certify that I am not an official or employee of the Lakewood Public Schools.

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 Lakewood Public Schools.

Vendor Contributions

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 further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

_____ _____

President or Authorized Agent (Print) ***SIGNATURE***

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

Quote Number: **Bidder/Offeror:**

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury''s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

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

Name Relationship to Bidder/Offeror

Description of Activities

Duration of Engagement Anticipated Cessation Date

Bidder/Offeror Contact Name Contact Phone Number

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge 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 answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Signature:

Title: Date:

To be completed and signed below. ***Return With Bid***

NON-COLLUSION AFFIDAVIT

FOOD SERVICE EQUIPMENT

Re: Bid Proposal for the Lakewood Public Schools. Bid 11-1718

STATE OF _____ Bid Date: **Thursday, March 22, 2018 @ 10:00 A.M.**
:ss:
COUNTY OF _____

I, _____ of the City of _____

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

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

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

_____
(Print Name of Contractor/Vendor)

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

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

_____ _____
NOTARY PUBLIC SIGNATURE Print Name of Notary Public

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

To be completed and signed below. ***Return With Bid***

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

FOOD SERVICE EQUIPMENT

Re: Bid Proposal for the Lakewood Public Schools.

Bid No. **11-1718** Bid Date: **Thursday, March 22, 2018 @ 10:00 A.M.**

Please check one type of Ownership, complete the form, and execute where provided.

☐	Corporation--	☐	Limited Partnership--
☐	Partnership--	☐	Limited Liability Corp.--
☐	Sole Proprietorship--	☐	Limited Liability Partnership--
☐	Sub Chapter S Corp.--	☐	Other-_____

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID. In the event that there are no persons who own ten percent or more of the stock or ownership of the bidder, then such fact should be certified below as part of this disclosure.

Name of Company _____

Address _____

City, State, Zip _____

List of Owners with Ten Percent (10%) or More Interest

Owner's Name	Home Address	Title/Office Held	Percent (%) of Partnership Shares Owned

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature _____ ***Date*** _____

(form continued from preceding page) ➔➔➔

To be completed and signed below. ***Return With Bid***

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (con't.)

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____ , is organized

_____

_____

Names of Principals Title

_____

_____

_____

_____

_____

Use additional paper if needed. Check here ☐ if additional sheets are attached.

Name of Company _____

Address _____

City, State, Zip _____

Authorized Agent _____ **Title** _____

_____

SIGNATURE OF AUTHORIZED AGENT

FOOD SERVICE EQUIPMENT

Bid No: **11-1718** Bid Date: **Thursday, March 22, 2018 @ 10:00 A.M.**

Lakewood Public Schools
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 52:34-25

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

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

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

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

(form continued from preceding page) ➔➔➔

Certification

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

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity_____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-l et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

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

c. As used in this section:

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

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

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

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

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

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

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

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

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

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

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

As used in this section:

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

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

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

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name: Ocean

State: Governor, and Legislative Leadership Committees

Legislative District #s: 9, 10, & 30

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

County:

Freeholders County Clerk Sheriff Surrogate

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

Barnegat Light Borough
Barnegat Township
Bay Head Borough
Beach Haven Borough
Beachwood Borough
Berkeley Township
Brick Township
Dover Township
Eagleswood Township
Harvey Cedars Borough
Island Heights Borough
Jackson Township
Lacey Township
Lakehurst Borough
Lakewood Township
Lavallette Borough
Little Egg Harbor Township
Long Beach Township
Manchester Township
Mantoloking Borough
Ocean Gate Borough
Ocean Township
Pine Beach Borough
Plumsted Township
Point Pleasant Beach Borough
Point Pleasant Borough
Seaside Heights Borough
Seaside Park Borough
Ship Bottom Borough
South Toms River Borough
Stafford Township
Surf City Borough
Tuckerton Borough

Boards of Education (Members of the Board):

Barnegat Township
Bay Head Borough
Beach Haven Borough
Berkeley Township
Brick Township
Central Regional
Eagleswood Township
Island Heights Borough
Jackson Township
Lacey Township
Lakehurst Borough
Lakewood Township
Lavallette Borough
Little Egg Harbor Township
Long Beach Island
Manchester Township
Mantoloking
Ocean Gate Borough
Ocean Township
Pinelands Regional
Plumsted Township
Point Pleasant Beach Borough
Point Pleasant Borough
Seaside Heights Borough
Seaside Park Borough
Southern Regional
Stafford Township
Toms River Regional
Tuckerton Borough

Fire Districts (Board of Fire Commissioners):

Brick Township Fire District No. 1
Brick Township Fire District No. 2
Brick Township Fire District No. 3
Dover Township Fire District No. 1
Dover Township Fire District No. 2
Jackson Township Fire District No. 1
Jackson Township Fire District No. 2
Jackson Township Fire District No. 3
Jackson Township Fire District No. 4
Lakewood Township Fire District No. 1
Little Egg Harbor Township. Fire District No. 1
Little Egg Harbor Township Fire District No. 2
Little Egg Harbor Township Fire District No. 3
Plumsted Township Fire District No. 1

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

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

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

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

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

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. l7:27-5.2.

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
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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

(REVISED 4/10)

Appendix B

BID SPECIFICATIONS FOR THE LABELING OF LIQUID, POWDER AND GASEOUS SUPPLIES DELIVERED TO THE LAKEWOOD PUBLIC SCHOOLS

RIGHT TO KNOW

1. All products that you deliver to the Lakewood School System must be labeled in accordance with the New Jersey Right to Know Law (N.J.S.A. 34:5A-1 et seq.)

    A. The label must list the 5 predominant ingredients and any hazardous chemicals in the product.

    B. Next to each chemical name will be the CAS number of that chemical.

    C. The label must be attached to each container (bottle, box, can, bucket, etc.)

2. Material Safety Data Sheets (MSDSs) must accompany the first shipment of the product.

3. The Board of Education reserves the right to reject any shipment not in compliance with the above specifications.

APPENDIX C

SAMPLE EMPLOYEE INFORMATIO FORM
ON FOLLOWING PAGE

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

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

EMPLOYEE INFORMATION REPORT

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

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

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

SAMPLE

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED From: To:

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION) - -

INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report**.

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

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

means this was done in 3.

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

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

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

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

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

TO All Bidders:

REMINDER!

Did you sign all of the bid documents?

All bid documents returned to the Board shall be signed with original signatures in **BLUE ink.**

The Board will not accept facsimile or rubber stamp signatures.

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

Diane Piasentini
Purchasing Manager

LAKEWOOD BOARD OF EDUCATION
Lakewood, New Jersey

FEDERAL CONTRACT REQUIREMENTS
2 CFR PART 200 et seq.

ADDENDA

Public Works, Goods and Services; Food Services Contracts

REVIEW AND SIGN:

Attachment A (Page 13 of 16)
Attachment B (Page 14 of 16)
Attachment C (Page 15 of 16)

SUBMIT FORMS WITH BID/PROPOSAL PACKAGE

Ms. Diane Piasentini, QPA
Purchasing Manager

Revised April 2017

Federal Contract Requirements Addendum

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

Please Note: Food Services Contracts

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

Contractors shall comply with the Board's Specifications and General Requirements for Food Services contracts and the following Federal Regulations:

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

Specific Contract Requirements

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

2. The Department of Education has the authority to require changes to this Contract and include remedies, changed conditions, access in records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.

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

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

   Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)

   1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard of Federal Equal Employment Specifications" set forth herein.

   2. The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

(See Attachment A to this Addendum for goals and timetables for minorities and women.)

Contractor's compliance with Executive Order 11246 shall be based upon its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the Standard Federal Equal Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer Identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65977, Oct. 3, 1980)

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of. all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60- 1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-46 of this part and in construction subcontracts in excess of $10,000 necessary in whole or In part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican. Puerto Rican, Cuban. Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East. Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work Involving any construction trade, It shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the US Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each
Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to

achieve each goal under the Plan in each trade in which it has employees The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the

training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under

these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the

employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups. both male and female, and all women, both minority and non-minority Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any,
employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (eg., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
(b) The notice set forth in 41 CFR 60-42 and the specifications set forth in 41 CFR 60-43 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and

Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, Oct 20, 1978; 43 FR 51401, Nov 3,1978, as amended at 45 FR 65978, Oct. 3, 1980]

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted/performed in the covered area). If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

Small Minority and Women's Businesses.

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

B. ***Copeland "Anti-Kickback" Act*** *(18 U.S.C. 874 and 40 U.S.C. 276c)* -- All contracts and sub-grants in excess of $2,000 for construction or repairs awarded by recipients and sub-recipients must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3 -- Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

C. ***Davis-Bacon Act,*** *as amended (40 U.S.C. 276a to a-7)* -- When required by Federal program legislation, all construction contracts awarded by the recipients and sub-recipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5 -- Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.

   In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

D. ***Contract Work Hours and Safety Standards Act*** *(40 U.S.C. 327-333)* -- Where applicable, all contracts awarded by recipients in excess of $2,000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers must include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. ***Rights to Inventions Made Under*** **a** ***Contract or Agreement*** -- Contracts or agreements for the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401 -- Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations promulgated by the awarding agency.

F. ***Clean Air Act*** *(42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.),* as *amended-Contracts* and sub-grants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

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

4. STANDARDS (CODE) OF CONDUCT; CONFLICTS OF INTERESTS/GRATUITIES

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

Conflict of Interest

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

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

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

Solicitation/Receipt/Acceptance of Gifts and Gratuities from Contractors

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

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

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

Any vendor doing business or proposing to do business with the LAKEWOOD Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Board or to any member of the official's or employee's immediate family. No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Disciplinary Actions for Violations of Standards

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

5. STEVENS AMENDMENT

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

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

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

Complete, Sign & Return		*Complete, Sign & Return*

ATTACHMENT A

Goals and Timetables for Minorities and Women

Construction Projects ONLY

Please complete and sign:

☐ **Applicable – Please provide goals and timetables; complete below**
☐ **Not Applicable – Check off and complete below**

Name of Company: _____

Address: _____

City, State, Zip: _____

Signature: _____

Complete, Sign & Return	**ATTACHMENT B** **CERTIFICATION REGARDING LOBBYING**	*Complete, Sign & Return*

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,00 0 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Middle Name: *Last Name: Suffix: *Title:
*SIGNATURE: *DATE:

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

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

Instructions for Certification

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

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

SUPPLEMENT TO STANDARD SPECIFICATIONS FOR PUBLIC WORKS

The Construction Contract with the Board shall contain the following provisions:

b. The Contractor shall post a maintenance bond with a term of two (2) years to protect the Board against faulty materials or defective work that shall appear within a period of two (2) years from the date of final payment or acceptance of the work by the Board, whichever is later.

c. If the Contractor shall fail to perform any aspect of the work in accordance with the requirements of the Contract, the Board may, upon five (5) days written notice to the Contractor and without prejudice to its other rights and remedies under the Contract, the Public School Contracts Law, and applicable rules and regulations, correct the defective work and deduct the cost thereof from payment due or to become due the Contractor.

d. The Board may withhold all or part of a payment to the Contractor for defective work not remedied.

e. The Board has the right to terminate the Contract if the Contractor repeatedly refuses to perform the terms and conditions of the Contract or if the Contractor violates or disregards federal, state and local laws or, the directives of the Board or its Contract Administrator. The Board, upon the written recommendation of its Contract Administrator that sufficient cause exists to justify such termination, shall provide the Contractor with seven (7) days written notice of termination of the Contract containing the reasons for the termination, the effective date and may finish the work with another Contractor or take other remedies that may be legally available and the Contractor shall not be entitled to any further payment.

f. If the expense of completing the work exceeds the unpaid balance of the Contract, the Contractor shall pay the difference to the Board.

g. The Board may upon seven (7) days written notice to the Contractor and at any time after the execution of this Contract, terminate or reduce the services of the Contractor to be undertaken hereunder for any reason, including but not limited to, the Board's convenience, abandonment of the project, or the unavailability of funds to complete the work. In the event of such termination, the Contractor shall be compensated for its approved services performed hereunder up to the date of termination, and for all reasonable costs of termination as agreed to by the parties, except for lost profits, and damages of any kind, including claims of interference with lost business advantage.

h. All claims or disputes under the Contract between the Parties shall be submitted to the alternative dispute resolution process in Exhibit B of the Construction Contract at the selection of either party to the dispute as attached hereto and made a part hereof.