

Great Oaks Legacy Charter School

Proposal Specifications &
General Requirements for:

Great Oaks Legacy Charter School After School Service RFP

Proposal Opening Date: 7/23/2024

Proposal Opening Time: 10:00 AM

**Great Oaks Legacy Charter School
After School Service RFP
2024-2025 School Year**

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REQUEST FOR PROPOSALS

Newark Educators Community Charter School Proposal Advertisement

BEFORE & AFTER SCHOOL SERVICES FOR NEWARK EDUCATORS COMMUNITY CHARTER SCHOOL
2023-2024 SCHOOL YEAR

The School Business Administrator/ Board Secretary of Newark Educators Community Charter School, in the County of Essex, State of New Jersey, by authority of said Board, solicits sealed proposals for Before & After School Services.

Proposals are to be received at **School Business Office LLC, located at 158 S. Main Street Hightstown, New Jersey 08520.**

All proposals must be received by **10:00 AM on Thursday, December 14, 2023** and will be publicly opened and read immediately thereafter.

The Proposal packet and specifications will be provided by request at the e-mail: bids@sboffice.com.

All proposals must be submitted on the proposal form contained in the specifications. Proposals which are not submitted on such form may be rejected. Potential vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 Affirmative Action. The Board of Trustees reserves the right to reject any or all proposals. Questions can be sent to bids@sboffice.com.

All potential vendors 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 potential vendors 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 proposal. The proposal package will also include other documents that must be completed and returned with the proposal. Failure to comply with Instructions to Potential vendors and to complete and submit all required forms may be cause for disqualification and rejection of the proposal.

All potential vendors shall submit with their proposal package a copy of the New Jersey Business Registration Certificate as issued by the Department of Treasury of the State of New Jersey. (N.J.S.A. 52:32 -44) The school reserves the right to reject any or all 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 school further reserves the right to take such alternates as they deem appropriate, and in any order that the School feels may be in the best interest of the School.

ETHICS IN PURCHASING

Statement to Vendors

School Responsibility

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

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

School officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the school.

Vendor Responsibility

Any vendor doing business or proposing to do business with the school, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other item of value of any kind to any official or employee of the school, 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 school, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors will be asked to certify that no official or employee of the school 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 school.

PROPOSAL CHECKLIST

Documents to be returned with Proposal

1. Proposal Form
2. Affirmative Action Questionnaire or Affirmative Action Evidence stapled to Questionnaire.
3. Non-Collusion Affidavit
4. Stockholders'/Partnership Disclosure Affidavit, and Ownership Declaration
5. Contractor/Vendor Questionnaire/Certification
6. New Jersey Business Registration Certificate (requested to be provided with the proposal)
7. Acknowledgement of Addenda (If applicable)
8. Chapter 271 Political Contribution Disclosure Form
9. List of References with contact information for at least 3 current clients or clients within past two years, school client information if applicable

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

GENERAL SPECIFICATIONS

A. Instructions to Potential vendors

Proposals are to be returned in a sealed envelope to:

Brian Falkowski
School Business Office
158 South Main Street
Hightstown, New Jersey 08520
E-mail: bids@sboffice.com

Proposals must be sealed and the envelope must contain the following information:

Great Oaks Legacy Charter School
After School Services RFP
Name and Address of the Vendor

and delivered to the offices of School Business Office LLC (see above for address) on or before:

Date: 7/23/2024
Time: 10:00 AM

The proposal opening process will begin on the above date and time. No proposals shall be received after the time designated in the advertisement, (N.J.S.A. 18A:18A -21(b)).

B. School Address

Great Oaks Legacy Charter School serves approximately 2,500 students in one (6) buildings across Newark, NJ.

Scope of Work

BOARD OF TRUSTEES REQUIREMENTS

The following information is designed to aid with the creation of your proposal. Actual hours, start times, end times, and days are subject to change based on district needs.

GREAT OAKS LEGACY CHARTER SCHOOL (GOLCS) is soliciting vendors to submit proposals for an after school extended care program that includes at least 3 components (academic enrichment, extracurricular opportunities, homework support).

AFTER SCHOOL:

The successful contractor must follow the guidelines as published by the Department of Human Services, Division of Family Development, Instruction #08-6-6, also Regulatory Reference: N.J.A.C. 6A:10:

1A. The following indicates After Care times:

LOCATIONS	SCHEDULE
Fairmount Heights Elementary School 308 S. 9th Street Newark, NJ 07103	3:30pm – 5:30pm

Downtown Elementary School 909 Broad Street Newark, NJ 07102	
Legacy Elementary & Middle School 823 South 16th Street Newark, NJ 07108	

INCLEMENT WEATHER & SCHOOL CLOSINGS: In the event of inclement weather when schools have delayed opening, all childcare services will begin at the normal starting time. There will be no child care services in the event of school closings for inclement weather.

- All proposals will be evaluated using the criteria listed below and how the program would fit within the school's budget for the program.

CRITERIA FOR EVALUATION

1. Revenue share percentage to the District
2. Supplies and materials to be used in each program.
3. Number of years experience in child care services.
4. Number of years experience with New Jersey School districts.
5. Number of years experience of the Program Manager anticipated to run the School's program.
6. Describe the curriculum/program to be used.
7. The qualifications and criteria will be used to hire and train staff.
8. How often will the Program Manager be observed by management.
9. Type of ongoing training that will be conducted for staff throughout the school year.
10. Description of how your staff will integrate GOLCS's curriculum/program into the Extended Care Program.
11. Where a parent cannot afford to pay the established rate, the type of assistance that will be provided.
12. Process for ensuring that scholars receive snacks while in the program.

Reduced Lunch: All students qualifying for Federally reduced lunches will not be charged personally.

Free Lunch: All students qualifying for Federally free lunches will not be charged personally.

*Items 2 – 12 – Please include any information that will assist in the review of your proposal

*The following weights will be used in the analysis of the proposal:

- Return to the District (Item 1 above)– 50%
- Program Experience ((Evaluation of items 2-11 listed above) – 50%

C. 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:

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

D. AMERICANS WITH DISABILITIES ACT

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

E. DISPUTE RESOLUTION

Any and all claims disputes between BOARD and Contractor shall be resolved in a Court of competent jurisdiction venued in Mercer County, New Jersey, without respect to choice of laws. The Contractor hereby knowingly and intentionally irrevocably waives its rights to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party is not bound by such a waiver.

F. PROPOSAL PRICE GUARANTEE - Sixty (60) Days

The winning vendor(s) shall agree to guarantee the proposal price(s) for a period of sixty (60) days from the award of contract. Winning Vendors may extend the proposal price guarantee by written permission to the School.

G. PROPOSAL PRICES

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

H. PROPOSAL FORM

All proposals are to be written in by computer or ink in a legible manner on the official Proposal Form. Any proposal price showing any erasure or alteration must be initialed by the vendor in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular proposal entry. If the disqualified entry is a required one, the entire proposal may be subject to rejection, so please fill out all entries carefully.

The Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the proposal form. ***Failure to sign the Proposal Form may be cause to disqualify the entire proposal.*** If the Proposal Form contains more than one sheet, then potential vendors 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 School will not consider any proposal on which there is any alteration to, or departure from, the proposal specifications. Potential vendors are not to make any changes on the Proposal Form, or qualify their proposal with conditions differing from those defined in the contract documents. If potential vendors do make changes on the Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular proposal as non-responsive N.J.S.A. 18A:18A-2(y).

By submitting a proposal, the vendor covenants that s/he has carefully examined the contract documents, addenda, if any, and the site; and that from his/her investigation, s/he has satisfied themselves 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 hereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each vendor submitting a proposal for a service contract shall include in his/her proposal price for 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 contract documents.

Potential vendors are to submit one proposal price per item. The school will not accept multiple proposals on an individual basis, nor will the school accept a "bottom line" or "all or none" proposal subject to the vendor receiving the entire contract.

I. POTENTIAL VENDORS RESPONSIBILITY FOR PROPOSAL SUBMITTAL

It is the responsibility of the vendor to ensure that their proposal is presented to The School and officially received before the advertised date and time of the proposal. It is understood and agreed upon that any person in the school will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

J. BRAND NAME OR EQUIVALENT

Whenever the school requests a brand name for a particular item, it will consider a "brand name or equivalent." If the vendor desires to proposal an equivalent item the vendor shall do the following:

- On the Proposal Form, write in ink next to the item requested, the vendor's substitute item, including brand name and full description of full description of item. This is the only change to the Proposal Form the school will accept.
- Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the proposal opening.
- If a sample is not required the school requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturers name, model number, etc.
- Failure to provide a sample item or literature about substitute proposals when requested may be cause for disqualification of that item from the proposal.
- Please note: Potential vendors are to only proposal brand name or equivalent. The school will not accept multiple proposals on individual items.

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

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004-Chapter 57, all potential vendors are requested to submit with their proposal package a copy of their New Jersey Business Registration Certification with the proposal package may be cause the rejection of the entire proposal.

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.

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

Any prospective vendor who wishes to challenge a proposal specification shall file such challenges in writing with the purchasing agent no less than three (3) business days prior to the opening of proposals. Challenges filed after that time shall be considered void and having no impact on the school or the award of a contract.

M. 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. Contractor is to obtain local municipal building permit and pay for same. Contractor is to abide by local inspection requirement.

N. CONTRACTS

Award of Contract, Rejection of Proposal(s)

The contract shall be awarded, if at all, to the lowest responsible vendor as determined by the school. The school reserves the right to reject any or all proposals 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 school feels are in the best interests of the school. The school may at its option accept the lowest proposal on each item and split awards among the various potential vendors who submit the lowest responsible proposals. Further, the school may at its option accept any quantity of each item at the price proposal depending on need. Pursuant to N.J.S.A. 18A:18A-36 the school shall award the contract or reject all proposals within sixty (60) days, noting the exception highlighted in the law.

All potential vendors must submit at least 5 (five) references of prior and current relationships where the company is currently employed. The school has the right to reach out and contact each and all references provided in order to get information on the satisfaction of current clients and the quality of the bidding company's work. If negative reviews are discovered from any of the references the school has the right to reject this company's proposal.

Equal Prices

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

Return of Contracts and Related Contract Documents - REQUIRED

Upon notification of award of contract by The school, the successful vendor shall sign and execute a formal contract agreement between the school and the vendor, when required. If the school does not require a formal contract, an approved and signed, The school Purchase Order will constitute a contractual agreement. When a formal contract is required the successful vendor shall sign and execute said contract and return said contract along with the following:

- Performance Bond in the total amount of the contract (if required)
- Insurance Certificate with The School listed as an additional insured (if required)
- Affirmative Action Evidence Affirmative Action certificate or complete form AA 302 and return the pink copy.

- Other required documents as may be outlined in the proposal specifications.

The executed contracts and related documents shall be returned to:

Brian Falkowski
158 South Main Street
Hightstown, New Jersey 08520
E-mail: bids@sboffice.com

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 school with the proposal security becoming property of The school. The school reserves the right to accept the proposal of the next lowest responsible vendor.

Renewal of Contract; Availability and Appropriation of Funds

The school 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 may renew the contract for one (1) additional two (2) year period or two (2) additional one (1) year periods based upon substantially the same terms and conditions. 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 school is the final authority in awarding renewals of contracts.

Term of Contract

The successful vendor to whom the contract is awarded will be required to perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the General Specifications. See also Section 7 for more information on Contract and Term.

Purchase Order Required; Notice to Proceed

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

O. DELETION OF POTENTIAL VENDORS FROM BIDDERS LIST

The school will delete the name of vendors from the school's list of potential vendors if on three (3) occasions the vendor does not respond to a request for proposals. A letter from the vendor stating "no proposal" will not be considered as a "no response to a proposal."

P. DELIVERY

FOB Destination, Freight Prepaid - The successful vendor, 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 school upon delivery and ownership by the school; the successful vendor pays and bears the costs of all freight and delivery charges listed below. The school recognizes two (2) types of delivery:

Inside Delivery

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

Spotted Delivery

Items are to be delivered to a school 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, and assemble items to determine good working order and remove all debris to the satisfaction of the school.

Vendors are cautioned to provide adequate personnel to deliver goods as none will be provided by the school.

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 vendor for each day items are not assembled, setup or erected.

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

Specific delivery instructions are provided in the General Specifications.

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

Delivery Guarantee

The successful vendor(s) agree to deliver the item(s) so listed in the proposal specifications within the prescribed number of days also outlined in the proposal specifications.

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

Q. DOCUMENTS, MISSING/ILLEGIBLE

The vendor shall familiarize himself with all forms* provided by the school that are to be returned with the proposal. If there are any forms that the school is to provide that are either missing or illegible, it is the responsibility of the vendor to contact the Purchasing Agent at bids@sboffice.com for duplicate copies of the forms. This must be done before the proposal date and time. The school accepts no responsibility for duplicate forms that were not received by the vendor in time for the vendor to submit with his proposal.

R. DOCUMENTS, SIGNATURES

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

*Forms provided by the school that must be returned with proposal.

- Proposal Form
- Affirmative Action Questionnaire or Affirmative Action Evidence
- Non Collusion Affidavit
- Stockholders' Disclosure/Ownership Declaration
- Contractor/Vendor Questionnaire and Certification
- Acknowledgement of Addenda (if required)
- Chapter 271 - Political Contribution Disclosure Form

*Please check your proposal package for these forms.

S. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

T. 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.

U. 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 school to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

V. INDEMNIFICATION

The vendor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the school and its agents, employees and school members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney 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. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

W. INSURANCE

The vendor 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:

- Comprehensive general liability - include coverage of \$1,000,000 general aggregate and per incident, which shall also include products liability
- Worker's compensation and employer's liability - \$500,000 policy limit and \$500,000 each accident/employee shall be named an additional insured on all required insurance policies.
- The contract of insurance shall provide for notice to The School of cancellation of insurance policies thirty (30) days before such cancellation to take effect.
- A Certificate of Insurance shall be furnished to The School as part of this response.

Important:

- The contractor must present to the school an insurance certificate in the above types and amounts before any work or service begins.
- The contractor must include the following clause on the insurance certificate.

"The School is named as an additional insured"

The Contractor shall at all times hold and save harmless the school and the agents, representatives, and employees of the school against any and all suits, claims, costs, charges, and expense by reason of any damages or claims for damages arising from the negligence of the contractor, his agents, representatives and employees. 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.

X. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any vendor orally. Every request for such interpretations should be made in writing to the Purchasing Agent and must be received at least ten (10) days prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of written addenda to the specifications. The addenda will be provided in

accordance with N.J.S.A. 18A:18A-21(c) to the potential vendors by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

Y. LIABILITY - COPYRIGHT

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

Z. LIQUIDATED DAMAGES

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

AA. NON-COLLUSION AFFIDAVIT

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

BB. PAYMENTS

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

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

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the school, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The school may, at its discretion make partial payments. All payments are subject to approval by the school at a public meeting. Payment may be delayed from time to time depending on the school 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 school.
- The invoice must have the company's invoice number that may be used as a reference.
- The invoice must list the goods or services rendered.
- The invoice must be submitted to the School Business Administrator or designated personnel.
- Invoices must be submitted within thirty (30) days of service.

Payment, prompt (Optional Discount)

The school may request in the General Specifications of this proposal, a prompt payment discount. If so offered by the school, vendors and contractors at their option may request prompt payment by offering to the school a percentage (%) discount deduction from the total amount of the contract (order).

If the school accepts the percentage (%) discount offered by the vendor/contractor it shall pay the vendor/contractor the total contract amount minus the percentage (%) discount within twenty-one (21) days. If the school is unable to meet the twenty-one (21) day deadline the discount will not be deducted from the total contract order amount.

The twenty-one (21) day period begins with the receipt of all goods ordered or services rendered to the complete satisfaction of the school, provided the school receives the appropriate documentation including but not limited to:

- Signed voucher by vendor
- Invoices
- Packing Slips

- Certification of completion of project

Example:

- Contract Order: \$52,000.00
- Prompt Payment Discount: 8%
- Prompt Payment Discount: \$4,160.00
- Prompt Payment \$47,840.00

Please note: The prompt payment discount, because it is optional by both the vendor and the school, shall not be a factor in determining the lowest responsible proposal.

CC. POLITICAL CONTRIBUTIONS DISCLOSURE - REQUIREMENTS

Pursuant to N.J.A.C. 6A:23A-6-3 (a1-4) please note the following:

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

"No school 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 school during the preceding one year period."

Contributions During Term of Contract - Prohibited - N.J.A.C. 6A:23A-6.3 (a2,3)

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

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

Chapter 271 Political Contribution Disclosure Form - Required - N.J.A.C. 6A:23A-6.3 (a4)

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

DD. 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. 2006 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.

EE. QUALIFICATION OF POTENTIAL VENDORS

Contractor Questionnaire Certification Form

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

FF. REFERENCES

Potential vendors are required to supply a minimum of five (5) references from current or past clients in its proposal package with up to date contact information for each reference.

All potential vendors must submit at least five (5) references of prior and current relationships where the company is currently employed. The school has the right to reach out and contact each and all references provided in order to get

information on the satisfaction of current clients and the quality of the bidding company's work. If negative reviews are discovered from any of the references the school has the right to reject this company's proposal.

GG. 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

HH. OWNERSHIP DISCLOSURE

All potential vendors are hereby notified that every corporation, partnership, and other entities, 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 proposal or accompanying the proposal, 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.

II. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

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

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

- Insurance Certificate as outlined in the proposal specifications;
- Affirmative Action Evidence as outlined in the proposal specifications

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

JJ. TERM OF CONTRACT

The successful vendor, 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 agreed upon. The contract term, which is January 1, 2024 through August 31, 2024, will be for a period of eight months. The contract will not contain automatic renewal provisions.

KK. TAXES

As a New Jersey governmental entity, the school is exempt from the requirements under New Jersey state sales and use tax (N.J.S. 54:32B -1 et. seq.) and does not pay any sales or use taxes. Potential vendors 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 school. Contractors may not use the school's tax-exempt status to purchase supplies, materials, service or equipment.

LL. TERMINATION OF CONTRACT

If the school determines that the contractor has failed to comply with the terms and conditions of the proposal 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 school 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 school of the contract does not absolve the contractor from potential liability for damages caused the school by the contractor's breach of this agreement. The school may withhold payment due the contractor and apply same towards damages once established. The school 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 school harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

MM. WITHDRAWAL OF PROPOSALS

Before The Proposal Opening

The school may consider a written request to withdraw a proposal if the written request is received by the Purchasing Agent before the advertised time for opening of proposals. Any withdrawn proposal cannot be re-submitted.

After The Proposal Opening

A vendor who discovers a mistake or omission after proposals have been opened may request to withdraw the proposal provided the vendor gives immediate written notice to the Purchasing Agent of the mistake and/or omission and certification supported by clear evidence that he or she exercised reasonable care in the examination of the specifications and preparation of the proposal. Any vendor who is granted permission by the school to withdraw the proposal under this clause is subject to forfeit any proposal guarantee.

PROPOSAL DOCUMENTS AND REQUIRED DOCUMENTATION

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

ADDITIONAL REQUIREMENTS

- a. **Criminal History Background Check and Child Abuse and Sexual Misconduct Compliance.** Contractor shall comply with the requirements of N.J.S.A. 18A:6-7.1 et seq. and N.J.S.A. 18A:6-7.6 et seq. regarding criminal history record checks and Child Abuse and Sexual Misconduct Reviews for any and all officers, agents and employees with direct contact with children prior to commencement of the Services. No employee shall be assigned to provide services prior to successful completion and clearance.
- b. **Harassment, Intimidation and Bullying.** Contractor, its officers, agents and employees shall comply with all provisions of the New Jersey Anti-Bullying Bill of Rights and District Policy. In the event Contractor, its officers, agents or employees witness or has reliable information that a student has been subject to harassment, intimidation or bullying (HIB) Contractor shall immediately report the incident to any School administrator, school resource officer or School Business Administrator.
- c. **Diane B. Allen Equal Pay Act.** Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category.
- d. **Iran Certification.** Pursuant to N.J.S.A. 52:32-57 et seq. the Contractor hereby certifies that neither the Contractor, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the

Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran and has provided the required certification to the Board.

e. Federal Debarment Certification. Pursuant to N.J.S.A. 52:32-44.1, the Contractor certifies that neither the Contractor nor the Contractor's affiliates are debarred at the federal level from contracting with a federal government agency and has provided the required certification to the Board.

f. Russia/Belarus Certification. Prior to Contracting, renewal, amendment, or extension of the contract the Contractor shall certify that it is not identified on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Activities in Russia or Belarus. If the Contractor is unable to so certify because the person or entity, its parents, subsidiaries, or affiliates has engaged in prohibited activities, the Contractor shall provide a detailed and precise description of such activities. A Contractor's failure to submit a certification will preclude the award, renewal, amendment, or extension of a Contract to said Contractor.

g. Records Retention. Contractor The Contractor shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. In addition, the Contractor shall also maintain and make any or all books and records related to products transactions or services rendered under this contract, available to the Board upon request.

AFFIRMATIVE ACTION QUESTIONNAIRE

This form is to be completed and returned with the proposal. However, The School will accept evidence of affirmative action, in lieu of this questionnaire, stapled to this page.

1. Our company has a federal Affirmative Action Plan approval.

_____ YES _____ NO

If yes, a Photostat copy of said approval shall be submitted to The School within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

2. Our company has a New Jersey State Certificate of Approval.

_____ YES _____ NO

If yes, a copy of the New Jersey State Certificate shall be submitted to The School within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

3. If you answered NO to both questions above, please obtain an affirmative action Employee Information Report (AA-302). Complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, NJ 08625. A copy shall be submitted to The School 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 of Company/Firm: _____

Name of Authorized Agent: _____ *Title:* _____

SIGNATURE _____ *Date:* _____

NON-COLLUSION AFFIDAVIT

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 the _____ (Title) of the firm of _____ (Company Name) and the vendor 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 vendor, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named proposal, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that The School 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 proposal.

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 the following company:

(Print Name of Contractor/Vendor)

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

me this _____ day of _____ (month/year).

Print Name of Notary Public _____

Signature of Notary Public _____

My commission expires _____, _____ - Seal -

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the vendor/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

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

CONTRACTOR/VENDOR QUESTIONNAIRE/CERTIFICATION

Name of Company: _____

Street Address: _____

PO Box: _____

City, State, Zip: _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

Fax No. (____) _____ E-Mail _____

Years in Business: _____

Number of Employees: _____

References: Work previously done for school districts in NJ. Three (3) references must be provided.

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

VENDOR CERTIFICATION

Direct/Indirect Interests

I declare and certify that no member of The School, nor any officer or employee or person whose salary is payable in whole or in part by said Board or their immediate family members are directly or indirectly interested in this proposal 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 School has an interest in the proposal, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Gifts; Gratuities; Compensation

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

I certify that I am not an official or employee of The School.

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.

Printed Name of Authorized Agent _____

Signature _____

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

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

The Business Entity may attach additional pages if needed.

No Reportable Contributions (Please check if applicable.)

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

Certification

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

Name of Authorized Agent _____

Signature _____

Title _____

Business Entity _____

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

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

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

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 proposals, a State agency, county, municipality, independent authority, board, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its proposal or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board, 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.

ACKNOWLEDGEMENT OF ADDENDA

The proposer 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 proposer shall list below the numbers and issuing dates of the Addenda.

<u>Addenda Number</u>	<u>Issuing Dates</u>

No Addenda Received (Please check if applicable.)

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Agent _____

Title _____

Signature _____

Date _____

APPENDIX

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

The contractor and University Heights (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.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 ex- pression, 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, affection- al 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, up- grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice- ship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.)

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

WORKER AND COMMUNITY RIGHT TO KNOW

1. All products that you deliver to The School 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 five (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 School reserves the right to reject any shipment not in compliance with the above specifications.