

**RAHWAY BOARD OF EDUCATION**

**COUNTY OF UNION**

**STATE OF NEW JERSEY**

**BID SPECIFICATIONS FOR  
RAHWAY BOARD OF EDUCATION  
GROUNDS MAINTENANCE (LANDSCAPING) SERVICES  
Bid # 01-2025-2026**

**BID OPENING DATE & TIME  
THURSDAY MARCH 20, 2025 1:00 P.M.**

**BID OPENING LOCATION  
Rahway Board of Education  
1138 Kline Place  
Rahway, New Jersey 07065**

**Mr. Rafik Tawfik  
School Business Administrator / Board Secretary**

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## EXHIBITS:

- Exhibit A Work Specifications - Grounds Maintenance (Landscaping) Services
- Exhibit B Procurement and Service Contract - Mandatory Language
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- Exhibit D Form of Contract
- Exhibit E District Locations and Facilities

## NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Rahway Board of Education (“Board”), Union County, New Jersey for the provision of **Grounds Maintenance (Landscaping) Services** at all District Facilities in accordance with the Bid Specifications for the period from April 1, 2025 through November 2025. The proposed contract will contain an option to renew the term of contract for two (2) additional one-year terms pursuant to N.J.S.A. 18A:18A-42.

The bidding documents, specifications and proposal forms may be obtained by submitting an emailed request to the Business Administrator, Rafik Tawfik at [rtawfik@rahway.net](mailto:rtawfik@rahway.net) or upon request at the Business Office of the Rahway Board of Education, located at 1138 Kline Place, Rahway, NJ 07065 from 9:00 a.m to 2:00 p.m. on days when school is in session. All bids must be submitted on the bid forms contained in the specifications. Bids which are not submitted on such forms may be rejected. Bidders must email their request at least twenty-four (24) hours or one (1) full business day in advance to obtain a copy of the bidding documents.

Bids will be received by the Business Administrator, Mr. Rafik Tawfik, for the District at the School District Board Office located at 1138 Kline Place, Rahway, NJ, 07065 up to **1:00 p.m., local prevailing time, on Thursday, March 20, 2025** at which time said bid proposals will be publicly opened and read immediately thereafter by the School Business Administrator. Bids may be submitted in person, by mail or delivery service prior to that time. Any bid submitted by mail or delivery service is done so at the sole risk of the Bidder. No bids will be received by facsimile or electronic transmission. It is expressly understood that the Bidder is responsible for getting the bid proposals to the Business Administrator prior to the time and date set for the bid opening. Any bid received after the bid submission time deadline will be returned unopened. In order to be considered, bids must be sealed and outer envelope clearly marked:

### **Rahway Board of Education – Grounds Maintenance (Landscaping) Services**

No modifications to the enclosed Bidding Documents/Specifications will be permitted prior to bid acceptance except as may be allowed by amendment as outlined in the Specifications. Bids that propose modifications to the requirements may result in rejection of the bid as being non-responsive.

Pursuant to N.J.S.A. 18A:18A-21(c)(2), Addenda, if any, shall be provided no later than seven days, Saturdays, Sundays, or holidays excepted, prior to the date for acceptance of bids, to any person who has submitted a bid or who has received a bid package, by one of the listed means in the law. Questions will be considered only up until the inquiry deadline stated in the Bid Specifications.

It is highly recommended that potential Bidders visit the applicable District sites to familiarize themselves with the proposed services before submitting a bid. Site visits must be scheduled with the Ed Kushpa, Manager of Buildings and Grounds at: [ekushpa@rahway.net](mailto:ekushpa@rahway.net). Bidders must email their request for a site visit at least forty-eight (48) hours or two (2) full business days in

advance to schedule a Site Visit. Proposed Bidders and the successful contractor shall be required to abide by any and all Executive Order(s), Rules and Regulations, and both Federal and State Law as well as local regulations pertaining to safety precautions required as a result of Coronavirus disease (“COVID”) at all times, including the scheduled site visits.

Bidders are required to comply with all applicable New Jersey law, including, without limitation, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.; the Prevailing Wage Act, N.J.S.A. 34:11-56.25 and other statutes and regulations, all as and to the extent applicable and whether or not said laws and requirements are specifically referenced in the Bidding Documents. Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

Bidders are required to comply with the Public Works Contractor Registration Act, (N.J.S.A. 34:11-56.48 et seq.) and to possess current certification from the Division of Wage and Hour Compliance in the Department of Labor and Workforce Development at the time the bid is submitted. Bidders are required to submit a Business Registration Certificate issued by the Division of Revenue in the New Jersey Department of Treasury prior to contract award.

All Bidders are required to submit with the bid, an affidavit by the Bidder that the Bidder is not, at the time of the bid, included on the New Jersey State Treasurer’s List or the Federal Government List of Debarred, Suspended or Disqualified Firms or individuals pursuant to N.J.S.A. 52:32-44.1, N.J.A.C. 17:19-4 and N.J.A.C. 19:38A-4. All Bidders are also required to complete and submit, prior to contract award, a Disclosure of Investment Activities in Iran Form in accordance with N.J.S.A. 52:32-58 and N.J.S.A. 18A:18A-49.4.

Bids must be accompanied by bid security in the form of (1) a bid bond or certified or cashier’s check payable to “Rahway Board of Education” equal to 10% of the amount of the bid, but in no case to exceed two thousand dollars (\$2,000.00).

No bid may be withdrawn for a period of sixty (60) days after the opening date. The Rahway Board of Education reserves the right to reject any and all bids, and/or to waive any informality in the bidding, or minor immaterial defects in any bid, as permitted by law, if in the best interest of the Board to do so. The Contract will be awarded to the lowest responsive responsible bidder as defined and provided for in the Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq.

*Rafik Tawfik*

Rafik Tawfik  
Business Administrator/Board Secretary

Dated: March 1, 2025

## **1. INSTRUCTIONS TO BIDDERS**

### **1.1 THE BID**

The Rahway Board of Education (“Board” or “District”) is soliciting sealed bid proposals for the provision of grounds maintenance (landscaping) maintenance service at all District Facilities for in accordance with the terms of these Bid Specifications and the Public School Contracts Law, *N.J.S.A. 18A:18A-1, et seq.* Bids shall be received by the Business Administrator, Mr. Rafik Tawfik, for the District at the School District Board Office located at 1138 Kline Place, Rahway, NJ, 07065 by 1:00 p.m., local prevailing time, on Thursday, March 20, 2025 at which time said bid proposals will be publicly opened and read immediately thereafter by the School Business Administrator. Bids may be submitted in person, by mail or delivery service prior to that time. Any bid submitted by mail or delivery service is done so at the sole risk of the Bidder. No bids will be received by facsimile or electronic transmission. It is expressly understood that the Bidder is responsible for getting the bid proposals to the Business Administrator prior to the time and date set for the bid opening. Any bid received after the bid submission time deadline will be returned unopened. In order to be considered, bids must be sealed and outer envelope clearly marked:

#### **Rahway Board of Education – Grounds Maintenance (Landscaping) Services**

### **1.2 QUALIFICATIONS OF BIDDERS**

All Bidders shall complete and submit with its Bid Proposal, the enclosed form of Statement of Bidder’s Qualifications (**FORM # 1**). Proposed Bidders shall be required to provide a list of references which establishes that the Bidder has five (5) years of experience in the provision of commercial grounds maintenance/grass cutting/property maintenance services. The District will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report ([www.state.nj.us/treasury/debarred](http://www.state.nj.us/treasury/debarred)). All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System—System for Award Management—SAM.gov Bidders shall complete and submit with its Bid Proposal the enclosed Certificate of Bidder Showing the Ability to Perform Contract. (**FORM #2**) and Affidavit Regarding List of Debarred, Suspended, or Disqualified Bidders (**FORM #3**). The District may make such investigation as it deems necessary to determine the ability of the Bidders to perform

the Work, which includes investigation of any and all subcontractors listed with the bid. The Bidder shall furnish any information and data for this purpose as the Board may request.

### **1.3 INTERPRETATIONS AND ADDENDA**

The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the District. The bidder accepts the obligation to become familiar with these specifications.

Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Business Administrator, Rafik Tawfik at [rtawfik@rahway.net](mailto:rtawfik@rahway.net). Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Business Administrator, to [rtawfik@rahway.net](mailto:rtawfik@rahway.net), no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to *N.J.S.A.* 18A:18-15. In the event the bidder fails to notify the District of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to Business Administrator, Rafik Tawfik at [rtawfik@rahway.net](mailto:rtawfik@rahway.net). In order to be given consideration, a written request must be made **no later than 5:00 P.M., Tuesday, March 18, 2025**, requests made thereafter may not be considered.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid. The Board's interpretations or corrections thereof shall be final.

When issuing addenda, the District shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to *N.J.S.A.* 18A:18A-21. **The Bidders shall complete and submit with its Bid Proposal the Acknowledgement of Addenda (FORM #5). In the event, that no Addenda is issued, the Bidders are still required to complete said form indicating "No addenda received".**

The price bid for the Work of this Contract shall NOT be based in any manner upon oral opinions, or real or

alleged instructions of an oral nature, regardless of whether such opinions or instructions are expressed by the Board or its agents or representatives.

#### **1.4 SITE INSPECTION**

It shall be the responsibility of the bidders to visit the sites and District Facilities and make a tour and inspection of the Facilities to submit a responsible bid for the services sought in the Work Specifications under the terms of this bid. It is strongly recommended that potential Bidders visit the applicable District sites to familiarize themselves with the proposed services before submitting a bid. Site visits must be scheduled with the Ed Kushpa, Manager of Buildings and Grounds at: [ekushpa@rahway.net](mailto:ekushpa@rahway.net). Bidders must email their request for a site visit at least forty-eight (48) hours or two (2) full business days in advance to schedule a Site Visit. No special consideration shall be given after bids are opened because of the bidder's failure to be knowledgeable of all conditions at the District's Facilities. In the event that the Bidder fails to perform a Site Inspection, by submission of its bid it is waiving any rights or claims relating to Bidder's failure to inspect the site prior to the Bid.

#### **1.5 BID OPENING**

All bid proposals timely received will be publicly opened and read by the Business Administrator, Mr. Rafik Tawfik at the School District Board Office located at 1138 Kline Place, Rahway, NJ, 07065 at 1:00 p.m., local prevailing time, on -Thursday, March 20, 2025. The bid opening will be open to the public and interested parties. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

#### **1.6 DOCUMENTS TO BE SUBMITTED**

The following documents shall be submitted by every bidder by the time and date specified in the public notice to prospective bidders: The following are the forms enclosed herewith to be completed and submitted with the Bid Submission:

- A. Bidder's Return Documents Checklist
- B. Statement of Bidder's Qualifications (FORM #1).
- C. Certificate of Bidder Showing Ability to Perform Contract (FORM #2).
- D. Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders (FORM #3).
- E. Ownership Disclosure Certification. (FORM #4).
- F. Acknowledgment of Addenda(FORM #5).
- G. Affirmative Action Questionnaire (FORM #6).

- H. Certificate of Equal Opportunity (FORM #7).
- I. Compliance with New Jersey Prevailing Wage Act (FORM #8).
- J. Non-Collusion Affidavit. (FORM #9).
- K. Disclosure of Investment Activities in Iran. (FORM #10).
- L. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (FORM #11)
- M. Bid Proposal.
- N. Political Disclosure Form.
- O. Mandatory Affirmative Action Certification (Exhibit B);
- P. Americans with Disabilities Act of 1990 Certification (Exhibit C);

In addition to the above completed forms, other required documents to be submitted with Bid Submission are as follows:

- A. Bid Guarantee - Bid Bond, cashiers or certified check for 10% of the amount of the total contract, but not in excess of \$2,000.00.
- B. Business Registration Certificate
- C. Public Works Contractor Registration Certificate

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document. Failure to submit any of the required documents may result in rejection of the bid.

## **2. DEFINITIONS**

"Bid proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

"Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Contract" means the written agreement executed by and between the successful bidder and the Rahway Board of Education which shall include the bid proposal, and the bid specifications.

"Contract administrator" is Rafik Tawfik, the Business Administrator of the Rahway Board of Education or his designee.

"Contracting unit" means the Rahway Board of Education.

"Contractor" means the lowest responsible responsive bidder to whom award of the contract shall be made.

"Governing body" means the governing body of the Rahway Board of Education

"Holiday" means a regularly scheduled holiday on which the School District is closed.

"Proposal forms" mean those forms that must be used by all bidders to set forth the prices for services to be

provided under the contract.

### **3. BID SUBMISSION REQUIREMENTS**

#### **3.1 BID GUARANTEE/SECURITY**

Each bid shall be accompanied by a bid bond, cashiers or certified check for ten percent (10%) of the amount of the total contract, *but not in excess of two thousand dollars (\$2,000)*. A bid bond and or cashiers or certified check is a financial guarantee that the bidder will honor the Bid. This guarantee shall be made payable to “the Rahway 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 timely executed and returned to the District.

The bid guarantee check for unsuccessful bidders, except for the three lowest numerical bidders, if requested, shall be returned no later than ten (10) days (Saturdays, Sundays, and holidays excepted) after the bid opening. The remaining bid guarantees will be returned upon the District’s receipt of an executed contract.

If the bid is not accepted within sixty (60) days after the date of opening of bids, or any extension of time thereafter, as may be agreed by the Board and the Bidders, or if the Bidder executes the Contract and delivers to the Board, the Bid Security will be returned to the Bidders.

*No interest will be allowed on the Bid Security deposits.*

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

All bid bonds submitted, must be signed and witnessed with original signatures. The District will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal, and/or the failure to submit the properly executed bid bond with the bid package, shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board.

The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625. **Failure to submit or sign a bid guarantee when required shall be cause for disqualification and rejection of**

**bid.**

**3.2 BID PROPOSAL**

A. Each document in the bid proposal must be properly completed in accordance with *N.J.S.A. 18A:18A-1, et seq.* Any bid that contains the requested information on any form other than those provided in these bid specifications may be rejected.

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Rahway Board of Education in the advertisement for bids.

C. Each bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:

a. The authorization is made in writing by a person described in sections 1 and 2 above; and

b. The authorization specifies either an individual or a position having responsibility for the

overall operation of the business.

D. The Rahway Board of Education shall award the contract to the bidder whose is the lowest responsible responsive bid.

E. Any Bid Proposal that does not comply with the requirements of the bid specifications and /or the Public School Contracts Law, *N.J.S.A. 18A:18A-1, et seq.*, may be rejected as non-responsive.

**3.3 EXCEPTIONS TO THE BID SPECIFICATIONS**

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms may result in the rejection of the Bid Proposal by the District.

**3.4 "OR EQUAL" SUBSTITUTIONS**

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product,

subject to the approval of the District.

### **3.5 COMPLIANCE**

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal. 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.

The successful Bidder shall be required to keep themselves 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.

### **3.6 SUBCONTRACTING/ NO ASSIGNMENT OF BID**

Subcontracting of any of the work to be performed under this contract is prohibited without the express written consent of Rahway City Public Schools. The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Rahway Board of Education agrees to the assignment or other disposition. No such assignment or disposition shall become effective without the written approval of the District.

### **3.7 ERRORS IN PRICE CALCULATION**

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price and the extended totals, the unit prices shall prevail. Such an event shall be resolved in favor of a total price reached by multiplying the unit price contained on the bid proposal by the estimated quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Board of Education may not award a contract until all tabulations are complete.

**4. AWARD OF CONTRACT**

**4.1 GENERALLY**

A. The Board of Education shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

B. A contract or contracts, if awarded, will be entered with the lowest responsive and responsible Bidder(s). Award of the contract shall be made in accordance with provisions of the Public School Contracts Law, *N.J.S.A. 18A:18A-1, et seq.* The District reserves its rights to select the bids or particular alternates, or combination of alternates, as may be in the best interest of the District. The Board of Education reserves the right to reject all bids pursuant to *N.J.S.A. 18A:18-1 et. seq.*, to waive any informalities in any bid or bids, and to accept such bid or bids and to make or to not make such awards as may be in the best interest of the Rahway Board of Education, in accordance with the law.

C. The determination of the lowest responsive and responsible bid shall be made by adding the Total Annual Base Bid Amount for the work contained in the specification for the Grounds Maintenance (Landscaping) Services, to the Foreman and Laborer hourly rates multiplied by an estimate of one hundred twenty (120) hours each throughout the course of one year. The following shall be the worksheet utilized in the determination of the lowest responsive responsible bidder.

Total Annual Base Bid Amount		\$ _____
Hourly Rate, Foreman Services	\$ _____ per hour x 120 =	\$ _____
Hourly Rate, Laborer Services	\$ _____ per hour x 120 =	\$ _____
TOTAL BID AMOUNT		\$ _____

*The number of hours utilized above are not guarantees, minimums or maximums of the hours to be utilized by the District and are merely estimates for evaluating the bid proposals received. The Successful contractor shall only be entitled to compensation for services rendered and/or the number of "hours" authorized and incurred.*

**4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT**

The Rahway Board of Education shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract and any further

Required Documentation immediately upon award of the contract. It is anticipated that the services to be rendered will commence upon the award of contract and April 1, 2025. Failure to immediately deliver the aforementioned documents as specified in the notice of award may be cause for the Board of Education to declare the contractor non-responsive and to award the contract to the next lowest responsible responsive bidder.

#### **4.3 FORM OF CONTRACT**

If applicable, a contract will be entered substantially similar to the attached Form of Agreement which shall incorporate all terms, conditions and requirements of the Bid Specifications. Proposed bidders shall review the contents of the proposed form of Contract. By submission of its proposal, Bidder accepts all terms and conditions contained in the proposed form of Agreement.

#### **4.4 TERM OF CONTRACT**

The contract term shall be a for a period of one year with the services to be provided from April 1, 2025 through November 30, 2025. The District shall have the option to extend the term of the contract, upon Resolution of the Board of Education, for two additional one (1) year terms pursuant to *N.J.S.A.* 18A:18-42, which the price change, if any, shall not exceed the change in the index rate for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed. The option to extend the contract shall be within the discretion of the District and acceptable to the successful contractor under the terms set forth in *N.J.S.A.* 18A:18A-42.

#### **4.5 TERMINATION OF CONTRACT**

If the District determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the District shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination. Termination by District of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The District will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

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

The contract may be terminated by the District for convenience without any liability or penalty to the District except that the contractor shall be paid for services that are rendered prior to the date of termination. Under no circumstances, shall the Contractor be entitled to termination expenses, consequential damages, loss of profits, loss of business advantage, compensatory or consequential damages in the event of a termination of contract by the District.

#### **4.6 FAILURE TO PERFORM/LIQUIDATED DAMAGES**

In case of a failure to complete work within the schedule included in these specifications, the District reserves the right to utilize its own staff and/or solicit service from any other vendor and to charge the contractor or deduct the required payment for any increased cost over what would have been due under the contract rates from the monthly amount due the Contractor. In addition, should the successful contractor fail to complete work within the schedule, liquidated damages in the amount of \$500 per day shall be assessed for each day or part thereof that the contractor is late, as a reasonable estimation of the damage sustained by Rahway City Public Schools due to successful contractor's delay.

#### **5. WORK SPECIFICATIONS (see Exhibit A)**

The Contractor shall provide all services, labor, equipment and material for the Grounds Maintenance (Landscaping) Services as described in more detail in Exhibit A.

It is the contractor's responsibility for determining the necessary labor, quantities and materials for the required grounds (landscaping) maintenance services necessary based upon the bidder's inspection of the designated areas. The contractor shall furnish prices for each item in the bid schedule. In the event the District chooses to increase, decrease or adjust the scope of work, the hourly prices quoted shall govern.

#### **5.1 QUALITY, SAFETY AND PERFORMANCE STANDARDS**

All goods and services must be provided with the highest quality materials and workmanship. It is the intent of these specifications that only services and material equal to, or exceeding, the standard specified will be acceptable in order to protect the safety of the students of the School Board.

#### **5.2 ESTIMATED QUANTITIES**

It is anticipated that the District may require additional grounds maintenance/landscaping services from the

successful bidder. Bidders are notified that the aforementioned quantities are estimated quantities of hours that the Board may require are not to be relied upon as the actual quantity to be utilized. There may be some deviation to the number of items actually required because of necessity, budgeting and financial constraints of the school district. The number of hours utilized are not guarantees, minimums or maximums of the hours to be utilized by the District and are merely estimates for evaluating the bid proposals received. The Successful contractor shall only be entitled to compensation for services rendered and/or the number of "hours" authorized and incurred.

### **5.3 INVOICE AND PAYMENT PROCEDURE**

A. The Contractor shall submit all invoices in accordance with the requirements of this section.

1. All invoices for work performed must include details and description of the work performed.

Invoices that do not include description of work performed will not be processed until details are provided.

2. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the District for the preceding calendar month (the "Billing Month").

3. Any work, material or equipment required outside of the Landscaping Specifications contained herein require prior written authorization from the Business Administrator or his designee and the issuance of a Purchase Order prior to the work being performed.

B. The Board of Education shall pay all undisputed invoices within forty-five (45) days of receipt as long as the Contractor has satisfactorily performed the services and submitted their invoices in the first seven days of the month. The Board of Education will not be obligated to pay a defective invoice until the defect is cured by the Contractor or for disputed invoices until such time the dispute is resolved. The Board of Education shall have forty-five (45) days from the date of receipt of the corrected invoice to make payment.

### **5.4 TAXES**

School projects are exempt from New Jersey State Tax, however, Contractors and Subcontractors are required to comply with New Jersey Sales and Use Tax, in accordance with P.L. 1966, c.30 (C.54:32B-1 et seq.) and, P.L. 2004, c.57. Forms and additional information are available from the New Jersey State Tax Department. No allowance will be made by the Board for any such taxes paid by the Contractor or Subcontractor arising out of the applicability of the New Jersey Sales and Use Tax.

### **5.5 COMPETENCE OF EMPLOYEES**

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent, the District shall notify the contractor and specify how the employee is incompetent and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. The Contractor shall be required to ensure that it and its assigned employees maintain, any and, all licenses required by the State of New Jersey to perform all required work and services under the awarded Contract.

### **5.6 SUPERVISION OF EMPLOYEES**

The Contractor shall employ a Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Business Administrator, or his designee, in writing, that a Foreman has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Business Administrator, or his designee, in writing, of any changes.

### **5.7 INSURANCE REQUIREMENTS**

At all times during performance of the Services, the contractor shall secure and maintain in effect insurance to protect the District and the contractor from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. The contractor shall provide and maintain in force insurance in limits no less than that stated below and will be required to provide a Certificate of Insurance evidencing the following coverage as a minimum and naming the Rahway City Public Schools as an additional insured:

- General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate – including products and completed operations
- Personal Injury \$1,000,000 per occurrence, \$2,000,000 aggregate
- Workers Compensation – Employers Liability – Coverage B \$1,000,000 limit
- Automotive Liability Insurance – for claims arising from owned, loaned, hired, and non-owned motor vehicles with limits of not less than \$1,000,000, combined single limit for bodily injury and property damage shall be maintained in full force during the life of the contract.
- Umbrella Policy - \$5,000,000 (Coverage to be excess over General Liability, Personal Injury, Automotive Liability and Workers Compensation).

All policies of insurance hereinabove referenced shall be maintained in full force during the life of the

contract. Such coverage shall be placed with an insurance company authorized to do business in the State of New Jersey.

#### **5.8 CERTIFICATES**

Upon notification by the District, the lowest responsible responsive bidder shall supply to the Business Administrator, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

#### **5.9 INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Rahway Board of Education from and against all suits, claims, damages, losses, and expenses including all reasonable expenses incurred by the Rahway Board of Education on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance, or breach of the contract, or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property. The Contractor further agrees to comply with all ordinances of the municipality within which the property is situated. The Contractor agrees to protect, defend and save the Rahway City Public Schools harmless against any damages or payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract. Contractor further agrees to indemnify and save the Rahway Board of Education from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by party or parties, by, or from any acts or omissions of the Contractor, his servants or agents, or from any actions instituted which in any way relates to the contract or services rendered by Contractor to the District.

In case of default by the successful bidder, the District may procure the services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

If property damage is caused as a result of contractor's or their employees' negligence and District Property has to be repaired and/or replaced by the District, the expense for such work may be deducted from the monies due to the contractor.

### **6. STATUTORY AND OTHER REQUIREMENTS**

#### **6.1 MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action provisions of *N.J.S.A. 10:5-31*

et seq. and *N.J.A.C. 17:27-1 et seq.* The following information summarizes the full, required regulatory text, which is included as Exhibit B of this bid specification and should be acknowledged and returned with the Bid Proposal Forms.

Each contractor shall submit to the Rahway Board of Education, one of the following three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with *N.J.A.C. 17:27-4*; or
- ii. A photocopy of an Employee Information Report (Form AA 302) 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*.

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with *N.J.A.C. 17:27-7*.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

**Bidder shall complete and submit with the its Bid Submission, the Affirmative Action Questionnaire (FORM #6) and Certificate of Equal Opportunity (FORM #7). Bidders shall also complete and submit with the its Bid Submission Exhibit B acknowledging the Mandatory Affirmative Action Language.**

## **6.2 AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Exhibit C of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the Board and District harmless. **Bidder shall acknowledge their ADA requirements and return a completed Exhibit C with the Bid Proposal Forms.**

## **6.3 AMERICAN GOODS AND PRODUCTS WHERE AVAILABLE**

Bidder shall comply with the requirements of N.J.S.A. 18A:18A-20 regarding the use of manufactured and farm products of the United States, wherever available, for the Project.

**6.4 ANTI-BULLYING BILL OF RIGHTS - REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING – CONTRACTED SERVICES**

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act – *N.J.S.A.* 18A:37-13.1 et seq., all applicable code and regulations, and policy of the board of education.

In accordance with *N.J.A.C.* 6A;16-7.7(c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator.

**6.5 OWNERSHIP/STOCKHOLDER DISCLOSURE**

*N.J.S.A.* 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. The form Ownership Disclosure Statement enclosed herewith shall be completed and submitted with the Bid Proposal (FORM #4). **Failure to submit a stockholder disclosure document shall result in rejection of the bid.**

**6.6 PROOF OF BUSINESS REGISTRATION**

Contractors are required to comply with the following:

a) Business Registration Certificate Requirements: At the time of the Award of Contract, all Bidders shall have provided a current Certificate of Business Registration for itself and any prime subcontractors named in its bid. Said certificate must have been issued prior to receipt of bids.

In addition, the Contractor shall provide copies of the current valid Certificate of Business Registration for

each Subcontractor identified in the bid, immediately upon entering into each subcontract, and prior to entering into a Contract with the Rahway Board of Education.

Contractor must maintain and submit a current updated list of Subcontractors, their addresses, and all valid Business Registration forms as a continuing obligation under the Contract. Before final payment on the Contract is made by the Owner, the Contractor shall submit a complete and accurate list for each Subcontractor or supplier for goods provided, or services rendered, or for construction of a construction project used, in the fulfillment of the Contract, and a copy of said subcontract, or shall attest that no Subcontractors were used.

b) New Jersey Sales and Use Tax Requirements: All contractors or contractors with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, including without limitation, boards of education, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (N.J.S.A.54:32B-1 et seq.), regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein, "affiliate" shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. N.J.S.A. 52:32-44(g)(3).

**6.7 COMPLIANCE WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT (N.J.S.A. 34:11-56.48 et seq.)**

Pursuant to the above-referenced law, Bidders are required to be registered with the New Jersey Department of Labor and to possess a current certificate by said Department indicating compliance with the Act prior to the time and date that bids are received. Bidders are notified of this requirement of their compliance. Such certificates or applications shall also be provided for each Subcontractor furnishing plumbing and gas fitting, and all kindred work, heating and ventilating systems and equipment, electrical work, structural steel and ornamental iron work, or general construction work. Bidders may, on behalf of itself, and all listed subcontractors submit with its bid current certificates from the Department of Labor. However, prior to the award of contract, the Bidder must submit said certificates, all of

which must be effective as of the date of the bid submission. The Board cannot accept a contractor's or subcontractor's application to the Department of Labor for a Public Works Contractors Registration Certificate (PWCR) in lieu of a PWCR certificate. Bidders shall complete and submit with its Bid Submission the Compliance with New Jersey Prevailing Wage Act Form enclosed herewith (**FORM #8**).

#### **6.8 NON-COLLUSION AFFIDAVIT**

The Bidder shall submit with its bid, a statement of non-collusion with verbiage similar to that on the "Sample Non-Collusion Affidavit." The form Non Collusion Affidavit enclosed herewith shall be completed and submitted with the Bid Submission (**FORM #9**).

#### **6.9 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Pursuant to *N.J.S.A. 52:32-5* and *N.J.S.A. 18A:18A-49.4*, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Board finds a person or entity to be in violation of the principles which are the subject of this law, they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity. The Bidder may submit the completed Certification contained in the bid specifications along with its bid. (**FORM #10**). However, the Bidder must submit the completed Certification contained in the bid specifications prior to the award of contract.

#### **6.10 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to Public Law 2022,c.3, 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 as a person or entity engaging in prohibited activities in Russia or Belarus as such terms is defined in P.L. 2022.c.3, section 1.e, except as permitted by federal law. The Bidder may submit the completed Certification contained in the bid specifications (FORM #11) along with its bid. However, the Bidder must submit the completed Certification contained in the bid specifications prior to

the award of contract.

**6.11 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

**6.12 RECORD MAINTENANCE**

Pursuant to *N.J.A.C.* 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**6.13 NEW JERSEY PAY-TO-PLAY REQUIREMENTS**

Pursuant to *N.J.A.C.* 6A:23A-6.3, Bidders shall provide a list of political contributions on the attached forms with their bid. The Board may not award a contract over \$17,500.00 to a bidder that has made a reportable contribution to a member of the district board of education during the preceding one-year period. Bidders shall provide a list of political contributions on the attached forms with their bid.

Business entities are also advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to *N.J.S.A.* 19:44A-20.27, if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**7. REQUIRED DOCUMENTS AND FORMS DOCUMENTS TO BE SUBMITTED**

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

7.1 The following are the forms enclosed herewith to be completed and submitted with the Bid Submission:

A. Bidder's Return Documents Checklist.

- B. Statement of Bidder's Qualifications (FORM #1).
- C. Certificate of Bidder Showing Ability to Perform Contract (FORM #2).
- D. Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders (FORM #3).
- E. Ownership Disclosure Certification (FORM #4).
- F. Acknowledgment of Addenda (FORM #5).
- G. Affirmative Action Questionnaire (FORM #6).
- H. Certificate of Equal Opportunity (FORM #7).
- I. Compliance with New Jersey Prevailing Wage Act (FORM #8).
- J. Non-Collusion Affidavit (FORM #9).
- K. Disclosure of Investment Activities in Iran (FORM #10).
- L. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (FORM #11)
- M. Certification of Non-Debarment For Federal Government Contracts (FORM #12)
- N. Bid Proposal.
- O. Political Disclosure Form
- P. Mandatory Affirmative Action Certification (Exhibit B);
- Q. Americans with Disabilities Act of 1990 Certification (Exhibit C);

In addition to the above completed forms, other required documents to be submitted with Bid Submission are as follows:

- A. Bid Guarantee - Bid Bond, cashiers or certified check for 10% of the amount of the total contract, but not in excess of \$2,000.00.
- B. Business Registration Certificate
- C. Public Works Contractor Registration Certificate

**BIDDER'S RETURN DOCUMENT CHECKLIST**

- \_\_\_\_\_ Statement of Bidder's Qualifications (FORM #1);
- \_\_\_\_\_ Certificate of Bidder Showing Ability to Perform Contract (FORM #2);
- \_\_\_\_\_ Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders (FORM #3);
- \_\_\_\_\_ Ownership Disclosure Certification (FORM #4);
- \_\_\_\_\_ Acknowledgment of Addenda (FORM #5);
- \_\_\_\_\_ Affirmative Action Questionnaire (FORM #6);
- \_\_\_\_\_ Certificate of Equal Opportunity (FORM #7);
- \_\_\_\_\_ Compliance with New Jersey Prevailing Wage Act (FORM #8);
- \_\_\_\_\_ Non-Collusion Affidavit (FORM #9)
- \_\_\_\_\_ Disclosure of Investment Activities in Iran (FORM #10)
- \_\_\_\_\_ Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (FORM #11)
- \_\_\_\_\_ Certification of Non-Debarment For Federal Government Contracts (FORM #12)
- \_\_\_\_\_ Bid Proposal;
- \_\_\_\_\_ Political Disclosure Form;
- \_\_\_\_\_ Mandatory Affirmative Action Certification (Exhibit B);
- \_\_\_\_\_ Americans with Disabilities Act of 1990 Certification (Exhibit C);
- \_\_\_\_\_ Bid Guarantee - Bid Bond, cashiers or certified check for 10% of the amount of the total contract, but not in excess of \$2,000.00.
- \_\_\_\_\_ Business Registration Certificate;
- \_\_\_\_\_ Public Works Contractor Registration Certificate
- \_\_\_\_\_ Reviewed Form of Agreement (Exhibit D)

\_\_\_\_\_ Reviewed Insurance Requirements (Section 5.7)

By placing a checkmark in the spaces above, I provided and acknowledge having read and fully understand all the requirements of each of the documents referenced herein.

\_\_\_\_\_  
**Name of Firm or Individual**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**STATEMENT OF BIDDER'S QUALIFICATIONS (FORM #1)**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

1. \_\_\_\_\_  
(Name of Bidder)
  
2. \_\_\_\_\_  
(Permanent Main Office Address)
  
3. \_\_\_\_\_  
(When Organized)
  
4. \_\_\_\_\_  
(If a Corporation, Where Incorporated)
  
5. Number of years engaged in construction or contracting business under present firm or trade name? \_\_\_\_\_
  
6. Contracts on hand: (Show gross amount of each Contract and the appropriate dates of Completion) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
7. General character of work performed by you. \_\_\_\_\_  
\_\_\_\_\_
  
8. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_
  
9. Have you ever defaulted on a Contract? \_\_\_\_\_ If so, provide complete details, including where and why?  
\_\_\_\_\_  
\_\_\_\_\_
  
10. **List references establishing at least (5) five years of commercial grounds maintenance, Grass Cutting/Property Grounds Maintenance.**  
\_\_\_\_\_

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11. The undersigned, hereby authorized and requests any person, firm or corporation to furnish any information requested by the proper agency in verification of the recitals comprising this Statement of Bidder's Qualifications.

12. Bidder's telephone number, fax number and e-mail address (if applicable).

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
BIDDER (Signature)

\_\_\_\_\_  
BIDDER (Print Name)

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify Other State  
My Commission Expires \_\_\_\_\_, 20\_\_.

**NOTE:** FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

**CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT (FORM #2)**

STATE OF NEW JERSEY/ \_\_\_\_\_

Specify, if Other

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, of the (City, Town, Borough) of \_\_\_\_\_ State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am of the firm of \_\_\_\_\_, the Bidder making the proposal for the above named Project (“Contractor”), and that I executed said proposal with full authority to do so; and that said Contractor, pursuant to N.J.S.A. 18A:18A-23, certifies that it owns, leases or controls all the necessary equipment required by the Plans, Specifications and Advertisements under which Bids are asked for.

If the Bidder is not the actual owner or lessee of any such equipment, then the Bidder shall attach to this Certificate information identifying the source from which the equipment will be obtained, and such information shall be accompanied by a certificate from the owner or person in control of the equipment definitively granting to the Bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract.

\_\_\_\_\_  
(also type or print name of affiant under signature)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify Other State  
My Commission Expires \_\_\_\_\_ 20\_\_

**NOTE:** FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

**AFFIDAVIT REGARDING LIST OF DEBARRED,  
SUSPENDED OR DISQUALIFIED BIDDERS (FORM #3)**

STATE OF NEW JERSEY/ \_\_\_\_\_  
Specify, if Other

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, of the (City, Town, Borough) of \_\_\_\_\_ State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the Bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's the Federal Government's, or other State or public entity's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State, Federal Agency, or other public entity.

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify Other State  
My Commission Expires \_\_\_\_\_ 20\_\_.

**NOTE:** FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

**OWNERSHIP DISCLOSURE CERTIFICATION**  
**TO BE SUBMITTED WITH BID FORM (FORM #4)**

In order to conform to N.J.S.A. 52:25-24.2, all corporations or partnerships must provide the following information:

1. Name of Firm: \_\_\_\_\_  
 (Type of Business Organization (check appropriate type))
  
2. Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_ Limited Liability Corporation \_\_\_\_\_  
 Limited Liability Partnership \_\_\_\_\_ Subchapter S Corporation \_\_\_\_\_
  
3. Name of State in which Incorporated: \_\_\_\_\_

The following individuals own ten percent (10%) or more of any class stock in the corporation or are a ten percent (10%) or more Partner in the Firm:

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>	<u>PERCENTAGE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**IF ANY OF THE AFOREMENTIONED STOCKHOLDERS ARE A CORPORATION, PARTNERSHIP OR OTHER BUSINESS ENTITY, WHEREBY THEY HOLD 10% (TEN PERCENT) OR MORE OF ANY CLASS STOCK IN BIDDING CORPORATION, PARTNERSHIP OR OTHER BUSINESS ENTITY, THEY MUST ALSO PROVIDE THE INFORMATION REQUESTED ABOVE.**

Subscribed and sworn to before me  
 This \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

The above information is true and correct  
 to the best of my knowledge.

\_\_\_\_\_  
 (Seal) Notary Public of New Jersey/  
 Specify Other State  
 My commission Expires \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Name)  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (Title)

**NOTE:** FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL SHALL RESULT IN A REJECTION OF YOUR BID.

**ACKNOWLEDGEMENT OF ADDENDA (FORM #5)**

Bid Date: **Thursday, March 20, 2025**

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

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

**No Addenda Received**

Name of Company \_\_\_\_\_

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**NOTE:** FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

**AFFIRMATIVE ACTION QUESTIONNAIRE (FORM #6)**

This form is to be completed and returned with the bid. To the extent applicable, the Bidder may also submit its Affirmative Action Evidence Employee Information Report with its Bid.

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 New Jersey State Certificate of Employee Information Report.

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

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

3. If you answered **NO** to both questions above, you must apply for an affirmative action *Employee Information Report (AA-302)*. A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award 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* \_\_\_\_\_

**NOTE:** FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.



**COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT (FORM #8)**

Bidder's Past Record under the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, inclusive) and all acts amendatory thereof and supplemental hereto.

Special Instructions: Answer each question with a "yes" or "no" entered in the space provided and furnish additional information when required.

1. Has the Bidder been given a notice issued pursuant to N.J.S.A. 34:11-56.37 that it has been blacklisted, suspended or debarred for failure to pay prevailing wages as required by the New Jersey Prevailing Wages Act? \_\_\_\_\_
  
2. Has any person having an "Interest" in the Bidder within the meaning of N.J.S.A. 34:11-56.38 been blacklisted as aforesaid? \_\_\_\_\_
  
3. Has any person having an "Interest" in the Bidder within the meaning of N.J.S.A. 34:11-56.38 had any "Interest" as aforesaid in any firm, corporation, or partnership which has been blacklisted as aforesaid? \_\_\_\_\_
  
4. If the answer to any of the aforesaid questions is "Yes," annex a full statement showing the date of the action taken by the Commissioner of Labor and Workforce Development, the subsequent action, if any, taken with respect to such action of the Commissioner, the name of the person, firm, corporation or partnership blacklisted by the commissioner, and the nature, character and extent of the interest existing between the Bidder and the name which was blacklisted as aforesaid.
  
5. Have you made application for certification pursuant to "The Public Works Contractor Registration Act" (P.L. 1999, C. 238)? Attach copy of current certificate, or, if pending, a copy of the completed application and proof of payment of the application fee.

\_\_\_\_\_  
BIDDER (Signature)

\_\_\_\_\_  
BIDDER (Print Name)

**NOTE:** FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

**NON-COLLUSION AFFIDAVIT (FORM #9)**

STATE OF NEW JERSEY/ \_\_\_\_\_  
Specify, if Other

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, of the (City, Town, Borough) of \_\_\_\_\_ State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the Bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said Project.

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

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify Other State  
My Commission Expires \_\_\_\_\_ 20\_\_

**NOTE:** FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (FORM #10)**

**RAHWAY BOARD OF EDUCATION**

**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.

Disclosure of Investment Activities in Iran (cont'd)

**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: _____

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

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_  
**Do Not Enter PIN as a Signature**

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN  
RUSSIA OR BELARUS (FORM # 11)**

**CERTIFICATION OF NON-DEBARMENT**  
**FOR FEDERAL GOVERNMENT CONTRACTS (FORM #12)**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

**This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.**

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

- Sole Proprietorship (skip Parts III and IV)  
 Non-Profit Corporation (skip Parts III and IV)  
 For-Profit Corporation (any type)  
 Limited Liability Company (LLC)  
 Partnership  
 Limited Partnership  
 Limited Liability Partnership (LLP)  
 Other (be specific): \_\_\_\_\_

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>Rahway Board of Education</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <b>the Rahway Board of Education</b> to notify the <b>Rahway Board of Education</b> 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 <b>Rahway Board of Education</b>, permitting the <b>Rahway Board of Education</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

**PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization**

**Section A (Check the Box that applies)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
--------------------------	---

<b>Name of Individual or Organization</b>	
---	--

<b>Home Address (for Individual) or Business Address</b>	
--	--

**OR**

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

**Section B (Skip if no Business entity is listed in Section A above)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
--------------------------	---

<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
---	--

<b>Home Address (for Individual) or Business Address</b>	
--	--

**OR**

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

**Section C – Part III Certification**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of \_\_\_\_\_ (**name of organization**). I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Rahway Board of Education** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by **the Rahway Board of Education** to notify the **Rahway Board of Education** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **Rahway Board of Education**, permitting the **Rahway Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.

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

**Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities**

**Section A**



Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

**Name of Business Entity**

**Business Address**

Name of Business Entity	Business Address

**\*\*Add additional sheets if necessary\*\***

**OR**



The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

**Section B (skip if no business entities are listed in Section A of Part IV)**

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
<b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>	<b>Business Address</b>		
**Add additional Sheets if necessary**			
<b>OR</b>			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
<b>Section C – Part IV Certification</b>			
<p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>Rahway Board of Education</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <b>Rahway Board of Education</b> to notify the <b>Rahway Board of Education</b> 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 <b>Rahway Board of Education</b>, permitting <b>Rahway Board of Education</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

**BID PROPOSAL**

**Rahway Board of Education  
1138 Kline Place  
Rahway, New Jersey 07065**

**Grounds Maintenance (Landscaping) Services  
March \_\_, 2025**

Submitted to: Rafik Tawfik  
Business Administrator / Board Secretary  
Rahway Board of Education  
1138 Kline Place  
Rahway, New Jersey 07065

Proposal of: \_\_\_\_\_  
(Name of Contractor)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Federal I.D.# or S.S.#: \_\_\_\_\_

On the contract for:

RAHWAY BOARD OF EDUCATION - 2025 GROUNDS MAINTENANCE (LANDSCAPING) SERVICES

**This proposal is submitted in accordance with your invitation to bid for the Contract Work 2025 GROUNDS MAINTENANCE (LANDSCAPING) SERVICES**

**The undersigned, having examined carefully all of the Bidding Documents, Work Specifications including all related interpretations and/or addenda promulgated together with any and all other documents and/or material bound therewith (all of the foregoing collectively being referred to in this proposal as the “Contract Documents”), and having examined carefully the facilities upon which the work is to be performed and/or having become familiar, by the investigation, with the various conditions which may affect the performance of the work, agree to furnish all materials, to perform all labor, to furnish all equipment, and otherwise to do all things necessary to complete, in a competent and professional manner, the Contract Work, in strict accordance with the Contract Documents, to the Board’s complete satisfaction and acceptance for work covered for the following costs:**

1. **Total Annual Base Bid Amount** for the Weekly Grounds Maintenance **for the entire period from April 1, 2025 through November 30, 2025** (Includes all tasks (labor, material and equipment) identified for Weekly Grounds Maintenance in the Work Specification for Grounds Maintenance (Landscaping) related thereto):

\$ \_\_\_\_\_ \*

(Written in numbers - \$XXXX.XX)

\$ \_\_\_\_\_ \*

(Written in words)

\*The above amount will be divided by eight (8) (months of services) and will be invoiced and paid to the successful contractor upon invoice and approval commencing May, 2025 through December, 2025.\*

2. HOURLY UNIT PRICE (labor, material and equipment) identified in the Work Specification for Landscaping Maintenance Services and the specific details Per Occurrence Rate.

Hourly Rate for Foreman, labor \$ \_\_\_\_\_ per hour x 120 = \$ \_\_\_\_\_

(Written in numbers) (Written in numbers)

Hourly Rate for Laborer, labor \$ \_\_\_\_\_ per hour x 120 = \$ \_\_\_\_\_

(Written in numbers) (Written in numbers)

TOTAL ESTIMATED HOURLY UNIT PRICE AMOUNT: \$ \_\_\_\_\_

(Foreman Hourly Unit Price x 120) + (Laborer Hourly Unit Price x 120) (Written in numbers)

TOTAL ESTIMATED HOURLY UNIT PRICE AMOUNT: \$ \_\_\_\_\_

(Foreman Hourly Unit Price x 120) + (Laborer Hourly Unit Price x 120) (Written in words)

TOTAL BID AMOUNT: (Total Annual Base Bid Amount + Total Estimated Hour Unit Price Amount)

\$ \_\_\_\_\_ \*

(Written in numbers - \$XXXX.XX)

\$ \_\_\_\_\_ \*

(Written in words)

The undersigned is duly authorized to submit the following bid which shall be binding upon the aforementioned Contractor under the laws of the State of New Jersey.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date of Proposal

## EXHIBIT A

### WORK SPECIFICATIONS

#### **SPECIFICATIONS FOR GROUNDS MAINTENANCE (LANDSCAPING) SERVICES TO BE PROVIDED**

1. The Contractor shall furnish all labor, tools, machinery, equipment, services and material/supplies necessary to complete the Weekly Grounds Maintenance of all athletic fields and all facility grounds at the following locations:

- A. Rahway High School, 1012 Madison Ave.
- B. 7th and 8th Grade Academy, 1138 Kline Place
- C. Madison Elementary, 944 Madison Ave.
- D. Grover Cleveland Elementary, 486 E. Milton Ave.
- E. Franklin Elementary, 1809 St. Georges Ave.
- F. Roosevelt Elementary, 811 St. Georges Ave.
- G. Veterans Field, 297 Central Ave.

(Hereinafter referred to as District locations) Please refer to the attached photographs for a delineation of the grounds that require maintenance attached as *Exhibit E* to these Specifications.

2. Weekly Grounds Maintenance shall include weekly grass cutting, line trimming and edging to be performed at all District Locations, including their athletic fields. The following is the required grass cutting, line trimming and edging schedule:

A. All property at all District Locations from March 15<sup>th</sup> to November 15<sup>th</sup> shall be cut, trimmed, edged, at least once per week, unless specified more frequently below. Cutting, trimming, edging shall commence, any time after 3:30 pm on weekdays and/or anytime on Saturdays, unless otherwise notified and/or approved in writing by the District. If cutting, trimming, edging, during the school day is approved in writing by the District, the contractor must be mindful of recess and student dismissal times. Cutting, trimming or edging shall be postponed if students are present and in their vicinity, and in such an event, the Contractor shall return to complete the cutting, edging, or trimming later that day to finish.

B. The front lawn of Rahway High School, the 7th and 8th grade Academy and Veterans field shall include double cutting lawn areas each week, and changing mowing directions weekly at all locations to avoid lawn rutting. "Double cutting" is the procedure of cutting the grass twice in two separate directions.

C. All grass on the property at District Locations is to be cut to height of 2.5 inches except the property at Rahway High School, which is to be cut to 2.5 inches from April 1<sup>st</sup> to June 30<sup>th</sup>, 3 inches from July 1<sup>st</sup> to August 31<sup>st</sup>, and 2.5 inches from September 1<sup>st</sup> to November 30<sup>th</sup>.

D. From April 1<sup>st</sup> through June 1<sup>st</sup>, the baseball and softball outfields on located at the District Locations, are to be cut at a height of 2 inches unless otherwise directed by the Manager of Buildings and Grounds.

3. Flexibility and cooperation on the part of the successful contractor is required considering School District athletic activities, graduation ceremonies, weather conditions or other unseen considerations. A written confirmation of any revised schedule will be provided to the successful contractor. At the direction of District personnel, work shall be scheduled to suit school operations. Work shall be completed sequentially unless otherwise directed by District personnel. Once work commences, it is to be completed in a continuous fashion

4. If the condition of the District Location's grounds, due to moisture, makes it impractical or inadvisable in the opinion of the contractor to conduct grounds maintenance activities, the contractor shall consult with the Manager of Buildings and Grounds. If the work must be postponed, it will be performed on the first day that work is possible to be completed.

5. The successful contractor shall protect at their own expense all of their work, material and equipment from damage or loss while performing work under the contract. The contractor shall be responsible for ensuring compliance with lock out-tag out requirements.

6. Generally, grass clippings need not be bagged, unless conditions exist whereby grass clippings will cause an excess build-up of thatch and/or surface matting. If in the opinion and discretion of the Manager of Buildings and Grounds conditions arise whereby grass clippings cause an excess buildup of thatch and/or surface matting, upon written notice from the District, the Contractor will be required to correct these conditions by removal at no additional cost. In the event immediate removal is necessary due to school or athletic activities, removal must be accomplished within twenty-four (24) hours of notification. Otherwise, removal must be completed within forty-eight (48) hours of notification.

7. No dumping of grass clippings, debris or weeds shall be permitted on the District's property without the written permission of the Manager of Buildings and Grounds.

8. No lawn mower measuring more than sixty (60) inches in width may be used for mowing grass at any District Location.

9. All areas requiring line trimming (i.e., along fences, benches, backstops, curbs, building edges and bleachers) and edging (i.e., along walkways, driveways, baselines and curbs) bordering and within the designated areas are the responsibility of the contractor and included in the Weekly Maintenance and the Annual Base Bid Amount.

10. During the weekly maintenance, the Contractor Weekly shall be responsible for the pickup of any garbage/debris on the grass areas of the District Locations that are being serviced and the disposal of any garbage/debris off site.

11. During the weekly maintenance, contractor shall remove all weeds from the District Locations. No weeds should be present at curbs, sidewalks, blacktop, flowerbeds, fencing, bleachers or around buildings at any time.

12. In addition to the Weekly Maintenance set forth above, and the cost of which shall also be included in the Annual Base Bid Amount, the Contractor shall trim all shrubs and clean-up all beds three (3) times per year by April 10<sup>th</sup>, August 20<sup>th</sup> and November 30<sup>th</sup>. On at least one occasion, during the year, the Contractor may be required, at the discretion of the Manager of Buildings and Grounds to apply wood chips that are supplied by the District. Said cost of one (1) application shall be included in the Annual Base Bid Amount.

13. The Annual Base Bid Amount shall include all necessary labor, equipment, and materials for the Contractor's completion of the Weekly Grounds Maintenance of the athletic fields and all facility grounds required above for the period from April 1, 2025 through November 30, 2025.

14. In addition to the Weekly Maintenance, the entire cost of which is represented in the Annual Base Bid Amount, the District may in its sole discretion require additional landscaping services outside the scope of these bid specifications. As such, Bidders are required to complete the hourly unit price of the required labor for such services. (e.g., additional seeding, top dressing, sod installation, planting of trees or bushes). In such an event, the successful contractor's material or supplies mark-up shall not exceed five percent (5%) of its actual costs for material or supplies to complete the additional services. Any additional landscaping work outside of the scope of these bid specifications will be paid at the rates contained in the bid. Additional work shall only be performed following the receipt of a written work order from the Manager of Buildings and Grounds. The successful contractor shall not be entitled to any payment, whatsoever, for additional services and/or material/supplies that were not authorized in writing by the Manager of Buildings and Grounds.

15. The District does not guarantee that any Additional Landscaping Services or work will be performed under the resulting contract; all work is subject to the availability of funding. Travel time will not be paid. By submitting a bid, the bidder certifies that he/she owns, leases or controls all the necessary equipment required to perform under the contract. The contractor may be excused at the discretion of the Rahway City Public Schools from performance if he is subject to a bona fide organized labor dispute. The contractor shall maintain all licenses required by the State of New Jersey to perform all required work under the contract.

16. Upon completion of work at each District location, the Contractor is required to report the date and time of services provided on an electronic digital platform such as email or text along with a spreadsheet log to the Supervisor of Buildings and Grounds or designee.

17. The Manager of Buildings and Grounds of the Rahway City Public Schools or his designee is required to certify approval of all invoices prior to payment. Payments to the successful contractor shall only be made following the provision of services. The District will not make an advance payment to the contractor for services not rendered. The District approves the payment of undisputed invoices once each month.

18. Contractor shall be required to maintain all documentation related to products, transactions or services under contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

18. In case of a failure to complete work within the schedule included in these specifications, the District reserves the right to utilize its own staff and/or solicit service from any other vendor and to charge the contractor or deduct the required payment for any increased cost over what would have been due under the contract rates from the monthly amount due the Contractor. In addition, should the successful contractor fail to complete work within the schedule, liquidated damages in the amount of \$500 per day shall be assessed for each day or part thereof that the contractor is late, as a reasonable estimation of the damage sustained by Rahway City Public Schools due to successful contractor's delay.

## **EXHIBIT B**

### **Procurement and Service Contract – Mandatory Language**

P.L. 1975, C. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.S.A. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practice.

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.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital

status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Name of Company \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT C**

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

The contractor and the Rahway Board of Education, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 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.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Name of Company \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D**  
**FORM OF CONTRACT**

THIS AGREEMENT made, as of the latest date of execution by either of the parties, as noted with their respective signatures, BETWEEN the **RAHWAY BOARD OF EDUCATION**, 1138 Kline Place, Rahway, NJ 07065 hereinafter called the **BOARD or DISTRICT**, and \_\_\_\_\_ hereinafter called the **CONTRACTOR**.

WITNESSETH: that the DISTRICT and the CONTRACTOR, for the consideration hereinafter specified, agree as follows:

**ARTICLE ONE: CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Advertisement, Bid Specifications, Addendum and/or Clarifications, attached hereto and incorporated herein as Exhibit A, the Company's Bid Proposal and all proposal submission documents, attached hereto and incorporated herein as Exhibit B, the Board's Resolution of Award, attached hereto and incorporated herein as Exhibit C, and the Mandatory Equal Employment Opportunity Language annexed hereto as Exhibit D. The CONTRACTOR agrees to comply with and abide by all terms, conditions and requirements of the Contract Documents.

The CONTRACTOR hereby acknowledges that it has read the Contract Documents and has full knowledge of the manner of provision of the services to be provided and all the terms and conditions relating thereto as set forth in the Contract Documents.

In the event any provisions of this Agreement conflict in whole or in part with the Contract Documents, the provisions requiring the more extensive level of services from the CONTRACTOR to the DISTRICT shall control.

**ARTICLE TWO: SCOPE OF WORK:** CONTRACTOR covenants and agrees to provide all necessary labor, machinery, tools and equipment and to furnish and deliver all materials, and to do and perform in a good and workmanlike manner all the work and labor required to be furnished and delivered, done and performed in conformity with the Contract Documents 2025 Grounds Maintenance (Landscaping) Services, hereto annexed, which said Contract Documents and Contractor's Bid Proposal annexed thereto are hereby made a part of this agreement as fully and with the same effect as if the same had been set forth in the body of this agreement.

**ARTICLE THREE: TERM:** The term of this Agreement shall commence on April 1, 2025 and continue for a period of one (1) year unless terminated by the DISTRICT. The DISTRICT shall have the option to extend the term of the contract, upon Resolution of the Board of Education, for two additional one (1) year terms pursuant to N.J.S.A. 18A:18-42, which the price change, if any, shall not exceed the change in the index rate for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed. The option to extend the contract shall be within the discretion of the District and acceptable to the successful contractor under the terms set forth in N.J.S.A. 18A:18A-42.

The DISTRICT may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the CONTRACTOR. If the CONTRACTOR should breach a material obligation under this Agreement, the DISTRICT shall give the CONTRACTOR written notice of such breach. Material obligations, not requiring prior notice for termination, shall include, but not be limited to, the filing of bankruptcy or similar procedure due to insolvency, any unapproved assignment of, or repeated non-performance of CONTRACTOR's obligations under this Agreement; any breach of CONTRACTOR's

representations and warranties; or termination or lapse of any insurance coverage or policy obligations.

ARTICLE FOUR: TIME OF DELIVERY AND PERFORMANCE: Said delivery or performance shall be in accordance with the provisions of the Contract Documents annexed hereto, and if no time is set forth therein, as directed by the DISTRICT.

ARTICLE FIVE: PAYMENT: DISTRICT agrees to pay CONTRACTOR for said work and materials, when completed or delivered, as the case may be, in accordance with the said Contract Documents and within the time stated, for the actual quantity of authorized work done under each item scheduled in the Proposal at the respective unit price bid therefore by the CONTRACTOR. Payments to be made in accordance with the DISTRICT'S usual requirements for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the DISTRICT reserves the right to reduce or increase any or all of the quantity of each item at the unit price bid. Acceptance of the final payment by the CONTRACTOR shall be understood to be a release in full of all claims against the DISTRICT arising out of or by reason of the work done and the materials furnished under this Contract.

ARTICLE SIX: INDEMNIFICATION: To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the DISTRICT, collectively and individually, and its officers and employees from and against any and all damages, losses, or claims, including, but not limited to, reasonable attorney's fees that arise as a result of (a) any negligent act, error, or omission in the performance of the services by the CONTRACTOR or anyone performing the services on behalf of the company and/or (b) any failure to perform or breach of this agreement or a breach of the implied covenant of good faith and fair dealing by the CONTRACTOR or anyone performing the services on behalf of the CONTRACTOR.

ARTICLE SEVEN: INDEPENDENT CONTRACTOR: The DISTRICT AND CONTRACTOR expressly acknowledge that the CONTRACTOR is an independent contractor and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its administrative services hereunder to the DISTRICT. This Agreement is not intended to, and shall not be construed to create a joint venture, partnership, or employer/employee relationship as between the parties. Neither the CONTRACTOR nor its employees or agents shall look to the DISTRICT for wages, vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits; nor shall the DISTRICT, or their respective employees or agents look to CONTRACTOR for the same. Neither CONTRACTOR nor the DISTRICT shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement.

ARTICLE EIGHT: SEVERABILITY: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

ARTICLE NINE: INSURANCES: The CONTRACTOR agrees to maintain adequate insurance coverage for the services in this Agreement. At all times during performance of the Services, the contractor shall secure and maintain in effect insurance to protect the District and the contractor from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this

Contract. The contractor shall provide and maintain in force insurance in limits no less than that stated below and will be required to provide a Certificate of Insurance evidencing the following coverage as a minimum and naming the Rahway City Public Schools as an additional insured:

- General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate – including products and completed operations
- Personal Injury \$1,000,000 per occurrence, \$2,000,000 aggregate
- Workers Compensation – Employers Liability – Coverage B \$1,000,000 limit
- Automotive Liability Insurance – for claims arising from owned, loaned, hired, and non-owned motor vehicles with limits of not less than \$1,000,000, combined single limit for bodily injury and property damage shall be maintained in full force during the life of the contract.

- Umbrella Policy - \$5,000,000 (Coverage to be excess over General Liability, Personal Injury, Automotive Liability and Workers Compensation).

All policies of insurance hereinabove referenced shall be maintained in full force during the life of the contract. Such coverage shall be placed with an insurance company authorized to do business in the State of New Jersey.

The CONTRACTOR shall furnish the DISTRICT with satisfactory proof of coverage of the insurance required by submitting a certificate of insurance naming the Rahway Board of Education and Rahway Public School District an additional insured interest.

ARTICLE TEN: ASSIGNMENT OR SUBLETTING: CONTRACTOR covenants and agrees not to subcontract, assign or sublet the work specified or covered under the terms of this agreement without the prior approval in writing of the DISTRICT.

ARTICLE ELEVEN: DISCRIMINATION: It is agreed that the provisions contained in N.J.S.A. 10:2-1 et seq. prohibiting discrimination and providing for the imposition of penalties against the CONTRACTOR for such discrimination and the right of cancellation and incidental remedies in favor of the DISTRICT in the event of such discrimination shall become a part of this Contract as if fully set forth herein.

ARTICLE TWELVE: NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and deemed effective if either delivered in person or by overnight courier, facsimile or first class mail, certified with return receipt requested, or email. Notices to the DISTRICT shall be delivered to:

Rafik Tawfik  
Business Administrator / Board Secretary  
Rahway Board of Education  
1138 Kline Place  
Rahway, New Jersey 07065

Notices to the CONTRACTOR shall be delivered to:

Company:  
Attention:  
Email:

This Contract and agreement contain herein shall be binding upon the DISTRICT, its successors and assigns, and upon the CONTRACTOR, its successors and assigns or heirs, executors, administrators

and assigns upon the execution below.

RAHWAY BOARD OF EDUCATION

SIGNATURE \_\_\_\_\_  
Rafik Tawfik, Business Administrator/Board Secretary

DATE \_\_\_\_\_

CONTRACTOR

SIGNED BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_ (S)

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**EXHIBIT E**

**DISTRICT LOCATION & FACILITIES**