



PATERSON PUBLIC SCHOOLS



DEPARTMENT OF PURCHASING

90 Delaware Avenue, 4th floor, Paterson, NJ 07503

Telephone: (973) 321-0726

Website: www.paterson.k12.nj.us



INVITATION TO BID

2025-2026 SCHOOL YEAR

Bid Title	FIRE PROTECTION, EQUIPMENT, MAINTENANCE & SERVICE DISTRICT WIDE (T&M)
Bid Number	PPS-211-26
Pre Bid Meeting	N/A
Bid Opening Date	JULY 9, 2025 AT 10:00 AM
Bid Opening Place	Bidders may attend the bid opening via teleconference using the following link: https://us04web.zoom.us/j/871855428 . Password to access Zoom meeting 5050



ISSUE DATE: JUNE 27, 2025

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ETHICS AND CONDUCT

POLICY RELEASE

The Paterson Public School District will comply with the New Jersey Public School Contracts Law, N.J.S.A. 18A:18A-1, *et seq.* The District shall not knowingly extend favoritism to any contractor. Orders shall be placed based on quality, price and timely service. The District shall not solicit funds or materials from contractors. Employees shall not seek to procure goods and services for their own use using District's discounts or tax-exempt status. No purchases will be made knowingly from a District employee or from a member of the immediate household of an employee.

The Department of Purchasing believes in the dignity of their office, the real worth of the service rendered by their governmental agency and strives to maintain high standards of ethics, conduct and service.

Public purchasing employees are required to maintain complete independence and impartiality in dealings with contractors, both in fact and in appearance, to preserve the integrity of the competitive process and to ensure there is a public confidence that contracts are awarded equitably economically and in full compliance with Public School Contracts Law.

To avoid the possibility of any misunderstanding regarding compliance with the law and regarding any appearance of impropriety relative to the competitive process for awarding contracts, purchasing staff shall not accept anything of value offered from contractors.

SOLICITATION OR ACCEPTANCE OF GIFTS

In accordance with the School Ethics Act, N.J.S.A. 18A:12-21, *et seq.*, no school district employee shall solicit, receive or agree to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, or any other thing of value from any person, firm, corporation, association, partnership or business that is the recipient of, or a potential Bidder or, or applicant for any contract, professional services contract, or purchase order from the school district.

Any school district employee who violates the terms of the School Ethics Act will be subject to consequences which may include, but are not limited to, suspension, termination of employment, withholding of annual increments or demotion.

DOING BUSINESS WITH ONE'S AGENCY

No employee of the District shall either directly or indirectly purchase goods and/or services for his own agency from any business entity of which their spouse or relative has a material interest.

UNAUTHORIZED COMPENSATION

No employee of the District shall, at any time, accept any compensation, payment or thing of value when such employee knows, or with the exercise of reasonable care, should know that the compensation, payment or thing of value it was given to influence a vote or other action in which the officer or employee was expected to participate in his/her official capacity.

RELATIONS WITH CONTRACTORS

The Board of Education shall maintain honest and ethical relations with contractors and shall guard against favoritism, improvidence, extravagance, and corruption in its contracting processes and practices.

The Board will not vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c. 83 (codified at *N.J.S.A. 19:44A-1, et seq.*) to a member of the Board of Education during the preceding one-year period.

Contributions reportable by the recipient under P.L. 1973, c. 83 (codified at *N.J.S.A. 19:44A-1, et seq.*) to any member of the school Board from any business entity doing business with the school district are prohibited during the term of a contract. The Commissioner shall take appropriate action for any violations.

When a business entity is a natural person, a contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. Where a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

The disclosure requirement set forth in section 2 of P.L. 2005, c. 271 (codified at *N.J.S.A. 19:44A-20.26*) also shall apply when the contract is required by law to be publicly advertised for bids.

This subsection shall not apply to a contract when a school district emergency requires the immediate delivery of goods or services and shall not apply to contributions made prior to the effective date of these regulations.

Legal Reference: *N.J.S.A. 19:44A-1, et seq.*; *N.J.A.C. 6A:23A-6.3*

TO: All Bidders
FROM: Lance Gaines, QPA, Director of Purchasing
RE: New Jersey Sales Tax

Local school districts, as political subdivisions of the State of New Jersey, are exempt from the New Jersey Sales and Use taxes, pursuant to Section 9(a) of the New Jersey Sales and Use Tax Act when purchasing items for their own use such as desks, chairs, office equipment, cleaning supplies, etc.

When purchasing items for the use of a local school district, an exempt organization certificate or number is not required.

When items are purchased for resale through a shop or store regardless of the purpose, the local school district must supply the Contractor with a valid New Jersey Resale Certificate (Form ST-3).

The local school district or any organization under the auspices of the local school district, purchasing items for resale through a shop or a store must be registered with the Division of Taxation as a contractor and have a New Jersey sales tax registration number assigned to them to legally purchase for resale. Sales tax must be collected on the sale of taxable items made in the shop or store.

When purchases for fundraising purposes are made of taxable items by school-affiliated groups, such as band groups, cheerleader groups, school clubs, etc., sales must be paid when making payments on behalf of the group. The subsequent resale of such items by the groups that are conducted for isolated or occasional fund raising purposes and not through a shop or store are not subject to sales tax.

FEDERAL TAX ID #22600 2199W

STATE TAX ID #690220 151

New Jersey school districts are considered political sub-divisions of the State of New Jersey. Therefore, purchases, except purchases of energy, are exempt from NJ sales and use taxes pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act. Click on the following link for a copy of the Technical Bulletin issued by the New Jersey Division of Taxation <https://www.state.nj.us/treasury/taxation/pdf/pubs/tb/tb49.pdf>

Please note the following:

“ST-5 Exempt Organization Certificates are never issued to New Jersey government entities, including public schools.”

PTA/PTO’s and Private Nonprofit Schools qualify for exemption upon submitting an application to the Division of Taxation. They are granted an ST-5 Exempt Organization Certificate. Non-Exempt School Groups such as booster clubs, teacher organizations and parent organizations may NOT use a school’s tax exempt status. (see bulletin for more details).

School Stores operated on a regular basis by a school district or PTA/PTO or other affiliated groups (more frequently than monthly), sales tax must be collected on taxable sales. (see bulletin for more details).

TO: All Bidders
FROM: Purchasing Department
RE: Unauthorized Purchase Orders

The District only recognizes purchases through the approved purchase order process.

All purchases are made by a written purchase order, with an authorized signature and purchase order number.

Please do not honor or accept any requests for goods and services unless the request is made through a written purchase order with an authorized signature and an assigned purchase order number.

Please alert our office at (973)-321-0726 if any employee attempts to place an order without an authorized purchase order.

Once a purchase order is received do not permit any employee to add items to the order.

The District will not be held responsible for any unauthorized orders or purchases.

The District will only recognize purchase orders signed by the Business Administrator or designee.

TO: All Bidders
FROM: Purchasing Department
RE: Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, Paterson Public School District is prohibited from entering into a contract with an entity unless the Bidder/proposer/Contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the Contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the Bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During contract performance:

- (1) the Contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the Contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the Contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the Contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the Contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

GENERAL SPECIFICATIONS

1. SUBMISSIONS, MODIFICATIONS AND WITHDRAWAL OF BID:

- 1.1** Sealed bids for the work described herein must be received (date & time stamped) by the Paterson Public School District, Department of Purchasing, 90 Delaware Avenue 4th Floor, Paterson, New Jersey 07503, prior to the date and time fixed for bid opening. Bidders are cautioned that reliance on delivery or mail services for timely delivery is at the contractor's risk. Failure on behalf of the Bidder to have his/her sealed bid reach the Department of Purchasing by the prescribed date and time will result in a return of the bid unopened and unread.
- 1.2** The advertising period includes the date for the receipt of bids, and the bid closing date and time. No bids will be opened prior to the date and time fixed for the bid opening and no bids will be opened after the closing date. Bids will be publicly opened and read aloud on the day and at the time and place specified in the advertisement/invitation to bid.
- 1.3** Bid pricing shall be submitted on the bid proposal form(s) and enclosed in a sealed envelope as provided by the Department of Purchasing. The name and address of the Bidder must be indicated on the envelope as well as the bid number as it appears in the advertisement/invitation to bid.
- 1.4** Under the terms of this invitation to bid, bids shall remain open for acceptance for sixty (60) days and may not be withdrawn after the bid opening. Completion and submission of this bid by Bidders will indicate acceptance of this condition.
- 1.5** A Bidder may modify his or her bid by letter at any time prior to the scheduled closing date and time for the receipt of bids, provided that the communication is received by the Department of Purchasing prior to such closing time. A written confirmation of any modification signed by the Bidder must have been received by the Purchasing Department before the specified closing time for acceptance of bids. The confirmation shall be accompanied by a newly executed affidavit of non-collusion.
- 1.6** Electronic communications shall not reveal the basic bid price
- 1.7** A Bidder may withdraw his or her bid at any time prior to the bid opening only by a written letter of request (on the corporation's letterhead and signed by a corporate officer) to the Department of Purchasing. The right of withdrawal is lost after a bid has been opened. If an error has been made in the bid amount, request for relief may be in writing to the Department of Purchasing. An authorized corporate officer shall sign the written request. A determination of whether the Bidder will be released shall be at the discretion of the Department of Purchasing, which will issue its finding in five (5) working days of receipt of all pertinent information relating to such request for relief.
- 1.8** If the bid documents or conditions contain some untenable item or extremely expensive provision to which the contractor wishes to raise an objection, this must be done in writing with the purchasing agent no less than three business days prior to the bid opening. Such inquiries will have a response issued by addendum only.
- 1.9** All bid challenges must be in writing pursuant to N.J.S.A. 18A:18A-15.

2. BOND REQUIREMENTS (See Technical Specifications)

- 2.1** The Bidder shall provide a bid bond or certified check in the amount of 10% of the bid, but not more than \$20,000.00.

GENERAL SPECIFICATIONS

3. PERFORMANCE BONDS (N.J.S.A. 18A: 18A-25):

3.1 The successful Bidder shall furnish within ten (10) business days after notice of contract award a Performance Bond in statutory form in an amount equal to one hundred percent (100%) of the initial 2-year total contract price as security for faithful performance of this contract. No contract shall be executed unless, and until the required performance bond is submitted to the District's Department of Purchasing, and the Surety must be presently authorized to do business in the State of New Jersey. The cost of all performance bonds required under this contract shall be borne by the successful Bidder. The performance bond must be legally effective as of the date the contract is signed. The bond must indicate the successful Bidder's name exactly as it appears on the contract.

3.2 CERTIFICATE FROM SURETY COMPANY (N.J.S.A. 18A:18A-25)

Each Bidder must submit with his/her proposal a certificate from a surety company stating that the surety company will provide the Bidder with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (Consent) of Surety, together with the power of attorney, must be submitted with the proposal. Failure to submit the certificate (Consent) of Surety shall be cause for disqualification and rejection of the proposal.

4. CONSIDERATION OF BIDS:

4.1 Contracts will be awarded as stated in the Technical Specifications. The board of education shall award the contract or reject all bids within such time as may be 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 board of education, be held for consideration for such longer period as may be agreed.

4.2 The bid security of the unsuccessful Contractors (except the lowest three (3) Contractors) will be returned as follows:

4.3 All bid security except the security of the three apparent lowest bidders shall, if requested, be returned after 10 days from the opening of the bids, Sundays and holidays excepted and the bids of such bidders shall be considered as withdrawn. Within three days after the awarding of the contract and the approval if the contractor's performance bond the bid security of the remaining unsuccessful bidders shall be returned to them forthwith, Sundays and holidays excepted.

4.4 The District reserves the right to award the contract based on a single bid for the entire work, or on the basis of a separate bid and alternate, or any combination of separate bids and alternates.

4.5 The District reserves the right to waive in its sole discretion minor informalities or non-material exceptions where such waiver is permitted by law.

4.6 The District reserves the right to reject all bids when such rejection is in accordance with N.J.S.A. 18A:18A-22. The District also may reject the bid of any Contractor who, in its judgment, is not responsible or capable of performing the contract based upon financial capability, past performance, or experience pursuant to applicable law. A Contractor if so rejected may request a hearing before the Superintendent by filing a written notice.

4.7 The contract shall be signed by all parties within the time limit set forth in the specifications, which shall not exceed 21 days, Sundays and holidays excepted, after the making of award. Upon his or her failure or refusal to comply in the manner and the time specified above, the District may either award the contract to the next lowest Contractor or re-advertise for new bids. In either case, the District may hold the defaulting Contractor and his or her surety liable for the entire surety amount.

GENERAL SPECIFICATIONS

5. AWARDS: (See Technical Specifications)

5.1 In executing the contract, the successful Contractor agrees to perform all work in accordance with the terms and conditions of the specifications and to complete all work within the number of calendar days specified in the contract.

5.2 Successful Contractor may be notified of the time and place for the signing of contracts, essential requirements in the conduct of the contract, including, but not limited to, the number of days specified in the technical specifications for the performance of the contract, manner and schedule of payments, and other administrative details that will be reviewed at the award meeting.

6. AWARD OF CONTRACTS WHEN BIDS ARE EQUAL (N.J.S.A. 18A:18A-37(d)):

6.1 Whenever two or more responses to a request of a purchasing agent offer equal prices and are the lowest responsible bids, the District may award the contract to the Contractor whose response, in the discretion of the District, is the most advantageous, price and other factors considered.

7. LIQUIDATED DAMAGES (N.J.S.A. 18A:18A-41):

7.1 The District may take action under the terms and conditions of this agreement, to assess reasonable liquidated damages for the violation of any of the terms and conditions, or the failure of the Contractor to perform said contract or agreement in accordance with the specifications.

8. BUY AGAINST PROCEDURE:

8.1 If the items or services to be provided under this agreement are not delivered or provided within the time specified, the District reserves the right to obtain such items or services or any part thereof from other sources via a buy-against procedure. Should the new price be greater than the contract price, the difference in cost; and in addition, re-advertisement and possible liquidated damages will be charged against the Contractor. Should the price be less than the contract price, the Contractor shall have no claim to the difference, but the re-advertisement cost and possible liquidated damages will be charged against the Contractor.

9. PROHIBITIONS: HOLD HARMLESS

Contractors, with whom the District has an executed contract, may not subcontract any part of any work done for the District without first receiving written approval from the School Business Administrator. Contractors seeking to use subcontractors must first complete the Request for Subcontract Form as provided by the School Business Administrator.

In cases of subcontracting, the District shall only pay the prime Contractor. It is the sole responsibility of the prime Contractor to ensure that all subcontractors are paid. The District shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime Contractors for non-payments to subcontractors.

10. NON-COLLUSION AFFIDAVIT

A notarized Non-Collusion affidavit must be submitted with the bid.

11. CORPORATE OWNERSHIP DISCLOSURE (N.J.S.A. 52:25-24.2):

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

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. Contained in this bid package is the FORM OF CORPORATE OWNERSHIP DISCLOSURE, which shall be completed by the bidder and attached to the bid.

12. AFFIRMATIVE ACTION REGULATIONS (N.J.S.A 10:5-31 et. seq.):

12.1 Contractors are required to comply with the State of New Jersey Affirmative Action Regulations (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27). One of the following documents are due after notice of award, prior to signing the contract: Letter of Federal Approval, Certificate of Employee Information Report, or Complete AA302 Form.

13. BUY AMERICAN GOODS (N.J.S.A. 18A:18A-20):

13.1 Under the terms of this agreement, wherever available, and practical, the Contractor shall only use manufactured and farm products of the United States.

14. BRAND NAME OR EQUIVALENT (N.J.S.A. 18A:18A-15-d):

14.1 The District may denote the use of brand names, as a standard quality required by the District. However, the law states that brand name or equivalent be used by local boards of education in their Invitations to Bid.

14.2 All materials/supplies and/or equipment must conform to the specifications. The District may elect to return the sample or samples to the Contractor upon conclusion of the evaluation period.

15. NUMBER OF WORKING DAYS SPECIFIED (N.J.S.A. 18A:18A-19)

15.1 All specifications for the doing of any work for the District shall have fixed in its detailed specifications, the date before which work shall be completed, or the number of days to be allowed for its completion.

16. DURATION OF CONTRACTS (N.J.S.A. 18A:18A-42): (See Technical Specifications)

17. INDEMNIFICATION:

17.1 The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the District and its employees from and against any and all claims, suits, actions recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury to any person, body or property of any person or persons whatsoever, which may arise from or result directly or indirectly from the work and/or materials under this contract. This indemnification is not limited by but is in addition to the insurance obligations contained in this agreement.

18. ESTIMATED QUANTITIES:

18.1 Contractors shall bid on the estimated quantities that have been supplied in the detailed specifications. The amounts (estimated) listed in the detailed specifications shall not be exceeded except by change order. The maximum amount of the change order(s) shall not exceed one hundred twenty percent (120%) of the estimated contract price. All change orders must be approved by the Department of Purchasing prior to exceeding any estimated quantities.

19. LIABILITY – COPYRIGHT:

19.1 The Contractor shall hold and save the District, its officers, agents, servants, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or non-copyrighted compensation, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

20. INSURANCE: (See Technical Specifications)

21. DELIVERY:

21.1 Unless otherwise specified in this bid, all prices in bids are to be submitted FREE ON BOARD (F.O.B.), DESTINATION (PATERSON PUBLIC SCHOOLS). Bids submitted other than F.O.B. DESTINATION may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the District using agency or Department of Purchasing.

GENERAL SPECIFICATIONS

21.2. In all cases the transportation carrier is responsible for taking the material off or out of the delivery vehicle. The Contractor is responsible to the platform or loading dock for platform delivery, to the inside the building for inside delivery and to the designated area in the building for spotted delivery.

21.3 The successful Contractor guarantees delivery within the times specified in the bid documents. Failure to deliver items in the prescribed time shall cause the District to impose assessments as per the schedule listed in the bid documents.

21.4 Delivery times to all school buildings shall be from 8:30 a.m. to 4:30 noon, from Monday to Friday, except holidays.

22. REPORTING (N.J.S.A. 18A:18A-15): (N/A)

22.1 Should the cost of this contract for public work exceed \$20,000.00, the District, through its authorized agent, shall upon completion of the contract report to the department as to the Contractor's performance, and shall also furnish such report from time to time during performance if the Contractor is in default.

23. SUPPLIES AND MATERIAL CHARGES:

23.1 All material charges related to Time and Material Contracts, Material Contracts, or Supplies Contracts shall be percentages minus (-) the manufacturer's suggested retail price unless another specific criteria is listed in the technical specifications.

23.2 The cost of supplies or materials will include shipping, handling, storage, overhead and profit. The successful Contractor shall supply copies of all invoices to justify material costs.

24. RIGHT TO KNOW:

24.1 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.

25. PAYMENTS:

25.1 The District will pay the Contractor within (90) days from the receipt of the appropriate documentation described herein the Scope of Work. This documentation includes: the Contractor invoice with the purchase order number included and the ITB number, the purchase order Contractor declaration (voucher) signed by the Contractor, and the receiving copy of the purchase order signed by a District employee indicating the goods or services that were provided by the Contractor were received and satisfactory. All payments are subject to approval of the Board at a public meeting..

Contractor will be paid monthly. For some construction and other projects payment schedules will be developed with the using department, but in no circumstance shall the Contractor be paid unless the services have been rendered.

- Invoices shall be detailed and itemized and must include, where applicable, hourly rates, detailed material charges, dates, locations where the work was performed, type of work performed and time.
- Each invoice submitted by the Contractor must be accompanied by an originally signed and dated voucher. In addition, the Contractor must indicate the amount they are requesting to be paid on the signed voucher, which must coincide with the corresponding invoice.

To ensure compliance with N.J.A.C. 6A:23A-1.1 et seq. and in the effort to avoid future audit findings, Accounts Payable will not process payment packets that do not comply with the above two bullets. Noncompliance documents will be returned which will result in a payment delay.

ALL PAYMENT INQUIRIES SHALL BE DIRECTED TO PATERSON PUBLIC SCHOOLS, ACCOUNTS PAYABLE DEPARTMENT, (973) 321-0782/83/85/

GENERAL SPECIFICATIONS

26. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications or other contract documents will be made to any Bidder orally. Every request for such interpretation shall be in writing and e-mailed to Ms. Theresa Miller at tmiller@paterson.k12.nj.us. Questions should be asked in consecutive order, from beginning to end, following the organization of the ITB. Each question should begin by referencing the ITB page number and section number to which it relates. Any form or written addenda to the specifications, which if issued, will be e-mailed to all prospective bidders no later than seven (7) business days, not including Saturday, Sunday and holidays, prior to the date fixed for the opening of proposals. Failure of the Bidder to receive such addendum or interpretation shall not relieve any Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents. The cutoff for questions regarding this ITB is APRIL 10, 2025.

27. DEBARMENT, SUSPENSION, OR DISQUALIFICATION N.J.A.C. 17:19-4.1

The District will not enter into a contract for work with any person, company or firm that is on the State Treasurer's List of Debarred, Suspended or Disqualified Contractors or the State Department of Labor, Prevailing Wage Debarment List.

28. TAXES:

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

29. NOTICE (AUTHORIZATION) TO PROCEED (N.J.S.A 18A:18A-36(b))

The Contractor, upon written request to the board of education, is entitled to receive, within seven days of the request, an authorization to proceed pursuant to the terms of the contract on the date set forth in the contract for work to commence, or, if no date is set forth on the contract, upon receipt of authorization. Authorization shall only be given to the Contractor in the form of an approved District purchase order. No word of mouth, phone, fax, e-mail, letter or other form of communication to proceed is a valid Notice to Proceed.

30. DEFERENCE TO TECHNICAL SPECIFICATIONS

Any conflicting terms and conditions set forth in the Technical Specifications supersede these General Specifications.

31. STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

The Board also requires that each Bidder complies with the current **New Jersey Business Registration Certificate procedures**, pursuant to N.J.S.A. 52:32-44. See page eleven (11) of the bid specification for additional information.

GENERAL SPECIFICATIONS

32. DISCLOSURE OF POLITICAL CONTRIBUTIONS

Pursuant to N.J.A.C. 6A:23A-6.3, business entities (contractors) entering into non-emergency contracts with public school districts, are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26), even when those contracts are publicly bid. N.J.S.A. 19:44A-20.26 provides that the contractor shall disclose contributions to:

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

Under the statute, the disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity

IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

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

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

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

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

The Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27. P.L. 2005, c271, s.3 PPS Policy #6361 states that: ***“Contributions [...] to any member of the school Board from any business entity doing business with the school district are prohibited during the term of a contract”***. Furthermore, it prohibits the district from engaging a prospective Contractor in any contract worth more than \$17,500 if that Contractor has contributed more than \$300 to a board member’s campaign in the year prior to the one in which the Board votes upon or awards the contract.

("The Board will not vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution [of more than \$300] to a member of the Board of Education during the preceding one-year period.")

Accordingly, here in the District, current Contractors cannot contribute more than \$300 to the board election campaign of a candidate, and if a prospective Contractor contributes between \$300 and \$2,600 to a candidate, the candidate must report the contribution to ELEC, and the Board must wait one year before accepting the prospective Contractor's bid for a contract worth more than \$17,500.

33 PRE-BID CONFERENCE/MEETING

The pre-bid conference attendance, if any, is not mandatory, but it is strongly recommended. Failure to attend does not relieve the Bidder of any obligations or requirements.

34. DOCUMENT RETENTION

"(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of seven years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."

35. ANTI-DISCRIMINATION- (N.J.S.A. 10 :2-1)

During the term of the contract the Contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the Contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such a person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from the contracting public agency of any prior violation of this section of the contract.

37 ANTI-BULLYING

Pursuant to N.J.S.A. 18A:37-16, a contracted service provider who has witnessed, or has reliable information that a student has been subject to harassment, intimidation or bullying shall report the incident to the appropriate school official designated by the school District's policy, or to any school administrator or safe schools resource officer.

38. PREVAILING WAGES (N.J.S.A. 34:11-56.25 et esq.)

If applicable, bidders shall comply with the State of New Jersey Prevailing Wage Act for public works, if applicable, and will be required to show proof of prevailing wages to any and all employees involved in the performance of this contract. Bidders are encouraged to contact the New Jersey Department of Labor, Prevailing Wage Rate Determination Office and request current copies of the Passaic County wage and benefits rates. The successful Bidder (Contractor) shall submit certified payrolls for public works, if applicable, to the Director of Facilities to obtain payment under the awarded contract.

Failure to submit certified payrolls for public works will result in the District withholding payments.

39. NOTICE OF CLASSIFICATION (For Public Works exceeding \$20,000) (N.J.S.A. 18A:18A-26)

Each Bidder shall submit with his/her bid a copy of a valid and active pre-qualification/classification letter issued by the Department of Transportation or the Department of Treasury (Division of Building and Construction of the State of New Jersey) as appropriate to the nature of the bid. Any bid submitted to a school board under the terms of New Jersey Statutes not including a copy of a valid and active pre-qualification/classification letter shall be rejected as being non-responsive to bid requirements.

40. UNCOMPLETED CONTRACTS (For contracts exceeding \$20,000) N.J.A.C 17:19-2.13

If applicable, the Board also requires that each Bidder submit with his/her bid a **Certified Total Amount of Uncompleted Contracts** form as prescribed by law.

41. ASSIGNMENTS/SUBCONTRACTING:

The Contractor shall not assign or subcontract the whole or any part of this contract without the prior written permission of the District. Any payments under this contract shall be paid to the primary Contractor. No payments will be made to the subcontractor. This may be adjusted by the technical specifications.

42. LIST OF SUBCONTRACTORS

If applicable, all Bidders shall submit a list of subcontractors specifying the dollar amount for each trade. (See attached form).

43. SUBCONTRACTING: Subcontractor Disclosure Statement Pursuant to NJSA 18A:18A-18(b) any Bidder who bids for the overall contract and who will subcontract the following work:

- Plumbing and gas fitting work and all kindred work;
- Heating and ventilating systems and equipment;
- Electrical work
- Structural steel and ornamental iron work; Shall identify the subcontractor that will be used on the form provided.

44. QUALIFIED SUBCONTRACTORS If the cost of the work done by the subcontractors exceed \$20,000.00, then said Contractor shall be qualified in accordance with article 6, N.J.S.A. 18A:18A-27 et. Seq. The Bidder shall supply proof that the subcontractor is qualified by submitting with the bid the subcontractor's:

- Notice of Classification
- Total Amount of uncompleted Contractors Form – Certified
- Contractor's Registration Certificate

45. AUDIT BY OFFICE OF THE STATE COMPTROLLER; N.J.A.C. 17:44-2.2

Relevant records of private Contractors or other persons entering contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

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

46. CRIMINAL HISTORY BACKGROUND CHECK; N.J.S.A. 18A:6-7.1

Bidders must comply with the following: A facility, center, school, or school system under the supervision of the Department of Education and board of education which cares for, or is involved in the education of children under the age of 18 shall not employ for pay or contract for the paid services of any teaching staff member or substitute teacher, teacher aide, child study team member, school physician, school nurse, custodian, school maintenance worker, cafeteria worker, school law enforcement officer, school secretary or clerical worker or any other person serving in a position which involves regular contact with pupils unless the employer has first determined consistent with the requirements and standards of this act, that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify that individual from being employed or utilized in such capacity or position. An individual employed by a board of education or a school bus Contractor holding a contract with a board of education, in the capacity of a school bus driver, shall be required to meet the criminal history record requirements pursuant to section 6 of P.L.1989, c.104 (C.18A:39-19.1). A facility, center, school, or school system under the supervision of the Department of Education and board of education which cares for, or is involved in the education of children under the age of 18 may require criminal history record checks for individuals who, on an unpaid voluntary basis, provide services that involve regular contact with pupils. In the case of school districts involved in a sending-receiving relationship, the decision to require criminal history record checks for volunteers shall be made jointly by the boards of education of the sending and receiving districts.

***** END OF GENERAL SPECIFICATIONS ******



AFFIRMATIVE ACTION

- **MANDATORY AFFIRMATIVE LANGUAGE**
- **AMERICANS WITH DISABILITIES ACT OF 1990**



EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT OF 1990

APPENDIX A

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

The contractor and the Paterson Public School District of the county of Passaic, (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. §12101 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.



POLITICAL CONTRIBUTION DISCLOSURE FORM

- **Contractor Instructions for School Districts**



POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions For School Districts

Pursuant to N.J.A.C. 6A:23A-6.3, business entities (contractors) entering into non-emergency contracts with public school districts, are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26), even when those contracts are publicly bid. N.J.S.A. 19:44A-20.26 provides that the contractor shall disclose contributions to:

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

Under the statute, the disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity

IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions For School Districts

The enclosed Political Contribution Disclosure Form or a content-consistent facsimile (along with a signed cover sheet) must be submitted with the Contractor's bid and is disclosable to the public under the Open Public Records Act.

The Contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

County Name: Passaic

State: Governor, and Legislative Leadership Committees

Legislative District #: 35 State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Registrar of Deeds

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

Bloomington Borough	Passaic City	Wanaque Borough
Clifton City	Paterson City	Wayne Township
Haledon Borough	Pompton Lakes Borough	West Milford Township
Hawthorne Borough	Prospect Park Borough	Woodland Park Borough
Little Falls Township	Ringwood Borough	
North Haledon Borough	Totowa Borough	

Boards of Education (Members of the Board):

Bloomington Borough	Passaic City	Totowa Borough
Clifton City	Passaic County Manchester Regional	Wanaque Borough
Haledon Borough	Passaic Valley Regional	Wayne Township
Hawthorne Borough	Paterson City	West Milford Township
Lakeland Regional	Pompton Lakes Borough	Woodland Park Borough
Little Falls Township	Prospect Park Borough	
North Haledon Borough	Ringwood Borough	

Fire Districts (Board of fire Commissioners): None



Technical Specifications



SECTIONS
<ul style="list-style-type: none">• SECTION 1 – INFORMATION TO BIDDERS• SECTION 2 – SCOPE OF WORK

Technical Specifications - Section 1: Information to Bidders

1 PURPOSE AND INTENT

This Invitation to Bid (ITB) is issued by the Paterson Public School System (herein the “District”), **Department of Purchasing**. The intent of this Invitation is to award a Bid Contract to that responsible bidder whose proposal conforms to all of the District’s Technical Specifications. **It is the intent of the “District” to award a contract to a SINGLE (primary contractor).** A secondary contractor will be selected a contract if it is found to be necessary. The District will select the most capable Contractor whose bid proposal demonstrates their ability to satisfy the specific terms, conditions, and requirements as specified in this document. The successful bidder shall provide all labor, materials, and equipment necessary to perform inspection, testing, maintenance, and repairs on all **District Boiler Systems** This will be to the satisfaction of the “**District**” and in accordance with applicable laws, codes, standards, terms and conditions, and specifications outlined in this **Invitation for Bid**.

The expected service is described in Part 2 of the Technical Specifications (Scope of Work).

1.2 KEY EVENTS

1.2.1 PRE-BID CONFERENCE:

1.2.2

It is **STRONGLY RECOMMENDED** that potential Bidders attend the Pre-Bid Conference for purposes of clarifying specific information concerning the project work, hearing other Bidders’ questions regarding various aspects of the Project and the answers thereto, and learning the manner of proper completion and submission of the Bid Documents to ensure a responsive Bid. **Failure to attend does not relieve the bidder of any obligations or requirements.**

DATE/TIME:	N/A
LOCATION	PATERSON PUBLIC SCHOOLS 90 Delaware Avenue – 4 TH Fl. Paterson, NJ

1.2.2 Bid Opening:

In order to be considered for award, the bid must be received by the Paterson Public School District, Department of Purchasing at the appropriate location by the required time. **ANY BID NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

DATE & TIME:	JULY 9, 2025 AT 10:00 AM
LOCATION:	LIVESTREAM-ZOOM https://us04web.zoom.us/j/871855428 PASSWORD: 5050

The information required to be submitted in response to this invitation to bid has been determined to be essential in the bid evaluation and contract award process. Any exception statements made by the Bidder to the bid requirements could result in a determination that the bid is materially non-responsive.

1.3 BID DELIVERY AND IDENTIFICATION

In order to be considered, a bid must arrive at the District, in accordance with the instructions on the BID cover sheet. Bidders submitting bids are cautioned to allow adequate delivery time to ensure timely delivery of bids. No bids shall be received after the time designated in the advertisement in accordance with N.J.S.A. 18A:18A-21(b). **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER AND TITLE, FINAL BID OPENING DATE AND THE BUYER’S NAME. PROPOSALS WILL BE RETURNED TO SENDER WITHOUT THIS INFORMATION AND WILL BE DEEMED NON-RESPONSIVE.**

1.4 NUMBER OF BID COPIES (1 ORIGINAL, 1 COPY ON A USB)

Each Bidder must submit **one (1) complete NON-BOUND ORIGINAL bid**, clearly marked as the "ORIGINAL" bid. Each Bidder should submit **ONE (1) FULL, COMPLETE AND EXACT COPY ON A USB** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the District to produce the requested number of copies. It is suggested that the Bidder make and retain a copy of its bid.

1.5 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in this bid. No special consideration shall be given after bids are opened because of a Bidder's failure to be knowledgeable of all the requirements of this bid. By submitting a bid in response to this ITB, the Bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this bid.

1.6 COST LIABILITY

The District assumes no responsibility and bears no liability for costs incurred by Bidders before the award of the contract resulting from this bid.

1.7 CONTENTS OF BID

The entire content of every bid will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a Bidder in its bid. All bids, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bids received in response to this BID.

1.8 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the Bidder.

1.9 DURATION OF CONTRACTS (N.J.S.A. 18A:18A-42)

The Contractor shall provide the specified goods and/or services for two (2) years: **2025-2026 and 2026-2027 school years, with an option for a renewal as described in the "Contract Renewal" Section.** The original term of this contract and any extension are subject to the availability and appropriation annually of sufficient funds.

1.10 ESTIMATED CONTRACT

The District estimates expenditures under this contract to be over the bid threshold during the term of the contract. The District reserves the right to increase or decrease this amount based upon need and funding during the term of the contract.

1.11.1 CONTRACT RENEWAL

Following its initial term, the contract may be extended with substantially the same terms and conditions if the District determines that the Contractor has provided services in an effective and efficient manner. The allowable extended duration of this contract may be for a (1) one-year or (2) two-year extension.

Subject to the following limitations:

- a. the contract shall be awarded by resolution of the board of education upon a finding by the board of education that the services are being performed in an effective and efficient manner.
- b. no such contract shall be extended so that it runs for more than a total of five consecutive years.
- c. any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and
- d. the terms and conditions of the contract remain substantially the same.

1.11.2. CONTRACT EFFECTIVE DATES

Any contract entered into as a result of these bid specifications shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the "Public School Contracts Law," N.J.S.A.18A:18A-1 *et seq.*, except that a contract may be extended by mutual agreement of the parties to the contract when the Paterson Board of Education has commenced rebidding prior to the time the contract expires or when the awarding of a contract is pending at the time the contract expires.

SUBMISSION OF BID DEPOSITS AND BID BONDS (N.J.S.A.18A:18A-24):

As evidence of good faith, a BID BOND shall accompany each bid or CERTIFIED CHECK made payable to PATERSON PUBLIC SCHOOLS, equal to ten percent (10%) of the Contractor's bid. However, in no case will this bid deposit or certified check or any combination thereof exceed twenty thousand dollars (\$20,000.00).

1.12.2 CERTIFICATE FROM SURETY COMPANY (NJSA 18A: 18A-25)

Each Bidder must submit with his/her bid a certificate from a surety company stating that the surety company will provide the Contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A 18A-25). Failure to submit the certificate (Consent) of Surety shall be cause for rejection of bid.

1.12.3 PERFORMANCE BONDS (N.J.S.A. 18A: 18A-25)

The successful Bidder shall furnish within ten (10) business days after notice of the contract award a Performance Bond in statutory form in an amount equal to one hundred percent (100%) of the total contract price as security for faithful performance of this contract.

1.13 AWARD OF CONTRACT

In executing the contract, the successful Bidder agrees to perform all work in accordance with the terms and conditions of the specifications to the reasonable satisfaction of the District and to complete all work and/or services as specified in the contract. Successful Bidder will be notified of the time and place for the signing of contracts, essential requirements in the conduct of the contract, including, but not limited to, the number of days specified in the technical specifications for the performance of the contract, manner and schedule of payments, and other administrative details that will be reviewed at the award meeting. Refer to section 2 of Technical Specifications.

1.14 AWARD CRITERIA

Bids will be awarded to a qualified Contractor who is the lowest responsible Bidder as defined under, and in accordance with, the Public School Contracts Law, N.J.S.A. 18A:18A-1, *et seq.*

1.15 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications or other contract documents will be made to any Bidder orally. Notice of revisions or addenda to advertisements or bid documents shall be issued in accordance with N.J.S.A. 18A:18A-21c(1). Failure of any Bidder to receive such addendum or interpretation shall not relieve any Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

1.16 QUESTION PROTOCOL

Questions can be e-mailed to (tmiller@paterson.k12.nj.us) in writing to the attention of the assigned Purchasing staff. Written questions should reference the bid. Questions should be asked in consecutive order, from beginning to end, following the organization of the bid. Each question should begin by referencing the bid page number and section number to which it relates. Short procedural inquiries may be accepted by telephone by the assigned purchasing staff. However, oral explanations or instructions given over the telephone shall not be binding upon the District. Bidders shall not contact the Using Department directly, in person, or by telephone, concerning this bid.

1.17 SHIPPING AND HANDLING CHARGES

Shipping and handling charges are included in price. The Bidder shall not process any order or purchase that includes shipping and handling charges. The District shall seek reimbursement for all shipping and handling applied to any purchase(s).

1.18 DELIVERY

Unless otherwise specified in this ITB, all prices in bids are to be submitted FREE ON BOARD (F.O.B.), DESTINATION (PATERSON PUBLIC SCHOOLS). Bids submitted other than F.O.B. DESTINATION may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the District using agency or Department of Purchasing.

In all cases the transportation carrier is responsible for taking the material off or out of the delivery vehicle. The Contractor is responsible to the platform or loading dock for platform delivery, to the inside the building for inside delivery and to the designated area in the building for spotted delivery.

If specialized personnel are needed to set up, assemble, or erect an item, such action will be completed in five (5) business days. The District will impose a \$100 per day assessment against the Bidder for failure to comply within this time limit.

The successful Bidder guarantees delivery within the times specified in the bid documents. Failure to deliver items in the prescribed time shall cause the District to impose assessments as per the schedule listed in the bid documents. Delivery times to all school buildings shall be from 8:30 a.m. to 4:30 p.m. from Monday to Friday, except holidays.

1.19 INSURANCE REQUIREMENTS

The Contractor shall secure and maintain in force and effect for the term of this contract, liability insurance as provided below, unless revised in the technical specifications. The Contractor shall provide the District with current certificates for all coverage and renewals thereof, which must contain the provision that the insurance in the certificate shall not be cancelled for any reason except after thirty (30) days written notice to:

PATERSON PUBLIC SCHOOLS
DEPARTMENT OF PURCHASING, 4TH FLOOR
90 DELAWARE AVENUE, PATERSON, NJ 07503

1. Minimum Coverage:

General Liability Insurance - Including personal injury, equipment & property damage	
Aggregate	\$5,000,000 – Annual Basis
Each Occurrence	\$ 1,000,000
Fire	\$50,000
Medical	\$5,000

Automobile Liability – including personal injury and property damage	
Combined Limit	\$ 1,000,000 - Annual Basis

Worker's Compensation & Employer's Liability	
Each Accident	Statutory
Disease	Statutory

2. A Certificate of Insurance, which names the District as an additional named insured, shall be furnished the Board at the time the contract is signed.

1.20 DEFINITIONS

1.20.1 GENERAL DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this Bid.

Addendum – Written clarification or revision to this ITB issued by the District.

Amendment – A change in the scope of work to be performed by the Contractor.

Bidder - An individual or business entity submitting a response to this ITB.

Contract - The written executed agreement between the parties, this ITB, any addendum to this ITB, and the Bidder's bid submitted in response to this ITB, as accepted by the District.

Contractor - The successful Bidder awarded a contract.

District- The entire Paterson Public School System

May - Denotes that which is permissible, not mandatory.

Project - The undertaking or services that are the subject of this ITB.

Invitation to Bid (ITB) – This document which establishes the bidding and contract requirements and solicits bids to meet the purchase needs of the using agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid as materially non-responsive.

Should - Denotes that which is recommended, not mandatory.

District Contract Manager (DCM) – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

Subtasks – Detailed activities that comprise the actual performance of a task.

Task – A discrete unit of work to be performed.

Using Department - The entity for which the District has issued this bid and will enter into a contract.

1.21 CONTRACT CONTINGENT ON AVAILABLE FUNDS / CANCELLATION CLAUSE

As per N.J.S.A. 18A:18A-42, the District entering into a contract under these bid specifications, as well as any additional contract extensions, shall be subject to the availability of sufficient funds and appropriation annually of sufficient funds as may be required to meet the extended obligation. The District retains the sole discretion to cancel any contract or bid specifications when there are no sufficient funds available or when there is no annual appropriation for sufficient funds to cover the costs of the contract.

SECTION 2: SCOPE OF WORK

Technical Specifications - Section 2: Scope of Work

2.0 SCOPE OF WORK

Scope of Services:

The Successful Bidder shall provide all labor, tools, materials, equipment and all incidentals required for and/ or implied for the complete and satisfactory installation of "District" equipment and systems. **These services shall include but are not limited to providing services supporting all Fire Alarm Systems, Sprinkler Systems, Standpipes, Fire Pumps, Fire Extinguishers, NFPA Inspections, maintenance and monitoring of all schools, leased facilities, business offices, and trailers (TCU's) of the Paterson Public School District (PPS).**

Fire Alarm Monitoring

*** The monthly price (per location) of monitoring all District buildings and the price (per location) of reprogramming dialers in all District buildings shall be included in this bid. (Price each for approximately 52 locations provided as separate line items). The District currently has (60) fire alarm POTS line (Telephone Dialers) 2 per building. Joseph A. Taub School (under Construction) will be adding (2) more in the near future. The District also has 21 wireless radio (AES Network Dialers). **The winning bidder must be able to provide monitoring of all Fire Alarm Systems in District.**

Due to the changing needs of the "District", buildings may be added or deleted from the list provided by the PPS during the contract period and should be anticipated.

Services shall include but are not limited to: Services supporting all District Fire Alarm Systems including maintenance and monitoring in all schools, leased facilities, business offices, and trailers (TCU's), new installations that are necessary to replace outdated equipment, installations that address new locations due to expansion or relocation. All performance inspections and testing must be accompanied by the applicable annual/ semiannual NFPA Reports. **NFPA Reports indicating that devices are not accessible and have not been tested will be deemed incomplete and payments may be withheld.** The successful Bidder will be required to perform maintenance and repairs as required on **all** the various "District" fire alarms and notification systems, equipment and components. This includes but is not limited to; system manual alarm devices, smoke and heat detectors, remote and graphic annunciators, main fire alarm panels and components, speakers, horns strobes, and other audible and visual devices, wiring circuits, junctions, alarm detection controls, sprinkler systems, standpipes, fire pumps, kitchen hoods, ancillary devices, and emergency power operations that are required to ensure proper operation. All equipment will be serviced at its location unless there are circumstances that require work to be done off premises. The Contract Administrator or Designee will require pre-approval for work that requires off premise services.

All inspections must be performed in accordance with all applicable Codes, National Fire Protection Association (NFPA) requirements the NJ Uniform Fire Code, or as required by the Paterson Fire Department. NFPA Reports will be provided upon completion of inspections to the Contract Administrator or Designee.

Repairs are defined as unscheduled work to repair or modify a fire alarm system, or to correct recurring system and/ or equipment malfunction(s). **Repair billing at the hourly rate and will be billed to the nearest half of an hour as per this Contract agreement. The hourly rate is set as per the bidding process on this Contract.** Any work performed during the non-business hours of 7:00 am to 5:00 pm will be at the rate of time and a half. The contractor shall be capable of providing replacement parts within 24 hours to restore the fire alarm system to normal (100% operating condition). The contractor shall not be responsible for upgrades that are required by code due to a change in occupancy, relocation of partitions, or types of materials stored by the District.

*** It is the winning bidder's responsibility to **Monitor the Balance** of all PO's (Purchase Orders) and to ensure, prior to providing services, that billing will not exceed the available balance of that specific PO.

*****Any work subcontracted out by the winning bidding contractor must be performed by a certified vendor and will be billed at the same hourly rate as prescribed in the bid award.**

***** The contractor shall provide their own equipment necessary to perform the requested services and to gain access to devices that are not readily accessible. The contractor shall not utilize any District equipment, tools, ladders, lifts, etc. to perform any service or installation, unless pre-approved by the District.**

The successful bidder shall provide:

A. PROVISIONS:

****Inspection Requirements:**

1. The Annual Inspection of all the "District" Fire Alarms, Sprinkler, Standpipe Systems and Fire Pumps will include all records, tags, and required certifications / certificates and all applicable NFPA Reports. All documents will be provided to the Paterson Public School District. All inspections shall be itemized on an invoice, documented on a signed technician service ticket, accompanied by a part list and pricing from suppliers and performed in accordance with applicable Codes, NFPA Standards, the NJ Uniform Fire Code, or as required by the Paterson Fire Department.
2. The successful bidder shall provide inspection and testing of all fire suppression systems in the Paterson Public School District. Inspections shall include the servicing of kitchen fire suppression systems. All testing and inspections shall be itemized on an invoice, documented on a signed technician service ticket, accompanied by a part list and pricing from suppliers, and performed in compliance with applicable Codes, NFPA Standards, the NJ Uniform Fire Code, or as required by the Paterson Fire Department.
3. The Fire Suppression System Service / Hood Inspections shall be performed Semi-annually and will include all records, tags and required certifications / certificates. All documents will be provided to the Paterson Public School District. Fusible links will be inspected every 6 months and replaced as per Code. Any other protection device such as but not limited to "Ansul Systems" shall be inspected and serviced or (in the event of actual or accidental activation) be replaced in accordance with the manufacturer's instructions. All work will be performed in accordance with all applicable Codes, NFPA Standards, NJ Uniform Fire Code, or as required by the Paterson Fire Department.
4. Portable Fire Extinguisher inspections shall be performed annually and will include all records, required certifications / certificates. **An inventory of all fire extinguishers that must be recharged and serviced shall be provided to the Paterson Public School District.** All related documents will be provided to the Paterson Public School District. Monthly inspection tags will be affixed as required. **Extinguishers will be inspected in place.** If an extinguisher has to be removed from the site for recharging, testing or hydrostatic testing, the contractor will provide a replacement (same size and class) to ensure adequate protection. Hydrostatic testing, when required, will comply with NFPA 10. All Fire Extinguisher Inspections will commence upon receipt of a Purchase Order at the beginning of the current

Fiscal

Year (July 1st). Once the initial inspections have been completed, an Inspection Report will be provided. **A written follow-up proposal and itemized breakdown of deficiencies including refills and required inspections** identified during the initial NFPA inspections, shall be provided to the District as soon as the inspection has been completed (detailing associated costs). The Proposal shall include a breakdown of all cost for parts and materials required to make the necessary repairs.

Deficiency reports will be prioritized and addressed upon receipt of said Proposals and required services **will be authorized via a Paterson Public School Work Order**. Required services shall be addressed in a timely manner. All associated work will be performed in accordance with NFPA 10, as per the NJ Uniform Fire Code, or as required by the Paterson Fire Department.

It is the intent of the Paterson Public School District to award a contract to the most responsible bidder to perform Internal Maintenance Inspections of Fire Extinguishers in compliance with current NFPA and OSHA Standards. These extinguishers shall be inspected annually, tagged, identified when due for a required/ applicable inspection – ~ Every 5, 6, or 12 Years (depending on equipment type and requirements).

All Internal maintenance testing of Fire Extinguisher Inspections testing shall be performed as per OSHA & NFPA 10 Standards. Inspections shall involve discharging of the fire extinguisher, a complete internal examination, recharging, and certification that ensures all components of the fire extinguishers are working correctly. Water, carbon dioxide, and wet chemical extinguishers must be hydrostatically tested every 5 years. Dry chemical extinguishers must be hydrostatically tested every 12 years. Dry chemical extinguishers requiring a 12-year hydrostatic test also require a 6-year internal examination.

The maintenance tested and hydrostatically tested extinguishers will be tagged by the awarded bidder to “Certify” their integrity and ability to safely contain the pressure used to expel the agent. All inspected extinguishers will be permanently marked/stamped with the date indicating the date of inspection. Refilling and tagging of the extinguisher shall be included in the base price of the inspection. Because maintenance is required to include a thorough examination of the mechanical parts, extinguishing agent and expelling means of each portable fire extinguisher, it must be performed by a trained technician who has the proper tools, listed parts and appropriate manufacturer's service manual(s). Maintenance procedures are outlined in NFPA 10.

** Parts shall only be replaced if necessary when identified during the inspection as damaged or unserviceable. Specify pricing on the “Price Chart” below.

5. All inspections, testing, repairs, adjustments, or replacement of equipment shall be pre-approved by the Paterson Public School District (Facilities Department) and supported by a district work order form. All contractors will provide written documentation i.e. invoices and work orders that reflect the type of service provided, the location of the school/ building, the date of service, start and finish times, number of technician(s) and their names legibly printed and signature(s). Parts used will include an attached itemized invoice that indicates the purchase price. An invoice from the supplier will be included. All work that has been completed will be verified and signed by a district representative prior to the contractor leaving the job site.
6. **Each technician(s) will, upon arrival to perform a task, sign the security logbook and the vendor logbook when entering and again before leaving any “District” building. Each technician will record their name (print and sign), company name, arrival time, and departure time as required by Paterson Public School policy. These logbooks will be referenced to confirm (man hours) on invoices that have been submitted for payment.**
7. A written proposal must be submitted and approved in writing to the Paterson Public School District (Facilities Department) prior to any “Major/ Large Scale” upgrade, repair, or replacement at any District school or building.

8. Fire Alarm Systems Technicians performing contract work shall meet the service personnel qualification requirements set forth in NFPA 72. Fire Alarm Technicians shall have at least 5 years' experience working within a school district or in comparable buildings with equipment similar to the buildings and equipment covered by this contract. Technicians must be certified to do fire alarm testing, repairs, maintenance, installation, and related activities. The Contractor shall include with their proposal the specific names of the technicians that will be assigned to the "District" and provide documentation **clearly** showing that the assigned technicians are both trained and currently certified. The certifications must reflect that they are certified to repair/ replace; operating systems, applicable software versions associated with specific fire alarm systems and are qualified to make typical repairs and adjustments to the other items typically associated with Fire alarm Systems within the "District". Contractors shall provide documentation of this certification to the Executive Director of Facilities/ Designee.

9. **At the end of the contract, the contractor MUST turn over all updated panel software programs to PATERSON PUBLIC SCHOOLS-NO EXCEPTIONS. A hard copy of all Updates will be provided (by email, formatted in Microsoft Word , Excel) and on a removable disk/ flash drive. Invoices requesting payment will not be processed until said information is provided.**

As software changes occur, the contractor MUST turn over all updated panel software programs to the Paterson Public Schools (no exceptions). *Payment will be withheld until the information has been provided in its entirety.**

*****Any work that is subcontracted out by the winning bidding contractor must be performed by a certified vendor and will be billed at the same hourly rate as prescribed in the bid award.**

***** As per this contract, the Paterson Public School District is Tax Exempt and does not pay for travel time, tools, gas, shipping or any other related expenses.**

The Contractor must provide proof of insurance as defined in section **1.19 INSURANCE REQUIREMENTS.** Submission of proof of registration with the State of N.J., the Department of the Treasury, a current **State** of New Jersey Business Certificate and be duly licensed by the State of New Jersey. **Documentation submitted with the completed bid package.**

10. The Contractor is responsible for reading and understanding all services described under these specifications. As stated in section **E** (Examination of Site), equipment and sites associated with the "District" all schools and buildings are covered under this contract. It is the responsibility of the Contractor to examine all of the provisions and to visit every location. Becoming fully acquainted with the sites, equipment, conditions, and any other factors will ensure complete coverage of said equipment throughout the life of the contract. It is strongly recommended that sites be examined. On the effective date of the contract, the successful bidder will assume responsibility for all necessary repairs and no claim will be considered due to mistakes or omissions on their part.

11. The Contractor shall register and maintain a current registration at the Paterson Fire Prevention Bureau and the Bureau of Code Enforcement with proof of registration submitted with their bid.

12. The Contractor shall register with the New Jersey Department of Treasury and provide a current Business Certificate when submitting their bid.

13. All Fire Alarm mapping will be provided to the Executive Director of Facilities or designee within 5 business days after the mapping has been completed on a **compiled data base**. In addition, a copy will also be left at the site with an Administrator or their designee. A hard copy of the mapping will be provided (by email, formatted in Microsoft Word or Excel) on a removable disk/ flash drive. Invoices requesting payment will not be processed until said information is provided.

Records/ results of inspections, testing, and maintenance, must be submitted to the Executive Director of Facilities or designee electronically (by email, formatted in Microsoft Word or Excel) and on a removable disk or flash drive within 5 business days of the completion of testing of each building or agreed upon section of a building. Invoices will not be processed for payment until said information is provided.

The **Successful Vendor shall provide** a detailed summarized report listing all inspections, maintenance service, and repairs by site, devices, and cost to the Executive Director of Facilities or designee on each anniversary date of the contract. These reports are to be forwarded to the District Superintendent.

The Contractor shall respond to all calls for service or repairs within 24 hours of receiving a **Work Order** via telephone or email. All non-emergency work will be performed during the normal business hours of 7:00 am to 5:00 pm Monday through Friday.

14. Calls for Emergency response will be within 4 hours of the Contractor receiving reasonable notice. Reasonable notice defined as a telephone call, email, or facsimile.
15. Requests for minor repairs require dispatching one experienced technician. When major repair service is required, the contractor shall inform the Executive Director of Facilities or designee for pre-approval for the number of technicians required to perform the work.
16. The Contractor shall have and maintain an office within 50 miles of the City of Paterson, New Jersey.

B. MATERIALS:

All **material and parts specified** by this contract shall be used. All materials and parts used shall be new, top quality, UL approved, and produced by the same manufacturer or approved by that manufacturer as a suitable replacement. All non OEM (original equipment manufacturer) parts shall be approved by the Office of Buildings and Grounds (Department of Facilities) before installation. Replacement parts and materials shall be billed at the rate paid by the Contractor (minus all discounts and rebates) plus the mark up percentage written into the contract. Invoices from the supplier for all parts and material purchased shall be included with all billing invoices. **The District reserves the right to provide the contractor with parts, material, and supplies and will be billed solely for labor.**

C. Contractor/ Personnel

1. All contractor personnel/ employees performing work within the District shall adhere to all rules and regulations as required by the Paterson Public School District.
2. All contractor personnel/ employees performing work within the District shall be subject to control by Paterson Public Schools. At no time shall they be deemed as employees or agents of Paterson Public Schools.
3. All contractor personnel/ employees will upon arrival to perform a task, sign the security logbook and the vendor sign in book upon entering and leaving any "District" building. They will record their name **(print legibly and sign)**. Also required; Company name, time of arrival, and departure as required by Paterson Public School policy.

PLEASE NOTE THE FOLLOWING IMPORTANT ITEMS:

Certification Regarding Criminal Background

4. The Contractor hereby represents, warrants, and certifies that no officer or director has any knowledge that any employee thereof having been convicted of committing or attempting to commit any criminal or drug offense in the State of New Jersey or any other State. Any offense(s) rising to such a level deemed as unacceptable thus prohibiting that employee from working within the "District". The contractor will certify that they have performed a criminal background check of all of their employees that will be working in the "District". The Contractor also agrees that no employee will be in any position when a background check reveals a criminal history thus jeopardizing the safety and welfare of students or faculty members of the Paterson School District.

The contractor will supply documentation to the "District" upon request detailing an individual's background check. The Contractor assumes all liability for violations outlined in this **background check** section.

5. All employees shall wear uniforms that clearly identifiable. They will display their company identification and provide their personal identification upon request.
6. Contractors assume full responsibility at all times for all of their employees. Proper supervision will be maintained for the entirety of work being performed on "District" property. The Paterson Public School District without exception will be held liable for actions of the Contractor employees.

D. COORDINATION OF ACTIVITIES:

1. All work will be coordinated through the Paterson Public Schools (Executive Director of Facilities/ designee). Work shall not interfere with school operations or essential services that are provided during normal school hours. Any work that does require interruption of such services shall only be performed with the approval of the Executive Director of Facilities/ designee. Every effort will be made to minimize work affecting school operations or essential services by coordinating a schedule with the school administrator/ designee. Work that is postponed and rescheduled due to circumstances that are unavoidable will be done so with no additional expense to the District, nor will an extension to the contract be permitted.

Coordination of Activities: All correspondence will be coordinated through and approved by Paterson Public Schools (Executive Director of Facilities/ designee), # 200 Sheridan Avenue, Paterson, NJ 07502. (973-321-0961)

A. Right-to-Know Law:

1. 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. 35:5a-1 et seq. M.S.D.S.** forms shall be submitted
2. All vendors who need additional information about the New Jersey Right to Know Law are to contact :

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

E. ASSUMPTION OF RESPONSIBILITIES:

It is the responsibility of the Contractor that on the effective date of the contract, they assume responsibility for all necessary repairs and no claim shall relieve the contractor of any obligation due to their mistakes or omissions.

F. INTERFERENCE AND OBSTRUCTIONS:

All work will be conducted in a manner as to not impede normal school operation unless authorized by the Executive Director of Facilities/ designee. Obstruction of thoroughfares providing access to District property will be prohibited. Fire hydrants, fire doors, stairways, halls, and any other means of egress that may be incorporated into a project shall be kept accessible at all times. No material or obstructions shall be placed as to block the normal flow of any means of egress or fire protection device as (per all applicable codes and ordinances). All areas utilized shall not be obstructed as (per all applicable codes and ordinances).

G. PUBLIC SAFETY:

The Contractor will provide at his/her expense, lights, fencing, barriers, warning signs, detour signs, flagmen, and any other approved device to ensure the safety of students, faculty, and the general public. This will be accomplished in accordance with all applicable codes and ordinances.

Industry Standards:

1. **Applicability of Standards:** Unless higher/more stringent requirements are specified in this contract, applicable fire and construction industry standards have the same force and effect as if they were bound or copied directly into this contract and used as reference. **These standards are accepted and are made part of this contract by reference.**
2. **Publication Dates:** Compliance will coincide with all standards that are in effect on the first day of this contract.
3. **Conflicting Provisions:** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where in a specific case, different sections of the code specify different materials, methods of construction, or other requirements, **the most restrictive shall govern.**

H Current list of PPS Schools & Buildings: For a list of Schools and Buildings: SEE TABLE # 1

** This list is current but may be subject to change during the life of this contract.

LOCATION LIST-TABLE #1

For additional information, access our website: www.paterson.k12.nj.us

School	Address	Sq. Footage
PS 1	1 East 32 nd Street, Paterson NJ 07514	33,857
PS 2	22 Passaic Street Paterson, NJ 07501	85,900
PS 4	55 Clinton Street Paterson, NJ 07522	112,400
PS 5	430 Totowa Avenue Paterson, NJ 07502	99,700
PS 6	137 Carroll Street Paterson, NJ 07501	90,075
PS 7	106 Ramsey Street Paterson, NJ 07501	49,170
PS 8	35 Chadwick Street Paterson, NJ 07503	74,000
PS 9	6 Timothy Street Paterson, NJ 07503	110,000
PS 10	48 Mercer Street Paterson, NJ 07524	58,573
PS 11	350 Market Street Paterson, NJ 07501	36,576
PS 12	121 North 2 nd Street Paterson, NJ 07522	72,720
PS 13	690 East 23 rd Street Paterson, NJ 07504	94,000
PS 14	522 Union Avenue Paterson, NJ 07522	16,740
PS 15	98 Oak Street Paterson, NJ 07501	126,000
PS 16	22nd Ave. and East 20th St. Paterson NJ 07501	109,000
PS 17 (Urban Leadership)	112 North 5 th Street Paterson, NJ 07522	17,475
PS 18	51 East 18 th Street Paterson, NJ 07524	89,300
PS 19	31 James Street Paterson, NJ 07502	32,260
PS 20	500 East 37 th Street Paterson, NJ 07504	83,000
PS 21	322 10 th Avenue Paterson, NJ 07514	103,500
PS 24	50 19 th Avenue Paterson, NJ 07513	100,800
PS 25	287 Trenton Avenue Paterson, NJ 07503	74,015
PS 26	1 East 32 nd Street Paterson, NJ 0514	99,798
PS 27	250 Richmond Avenue Paterson, NJ 07502	103,926
PS 28	200 Presidential Boulevard Paterson, NJ 07522	104,400
PS 30/MLK	851 East 28 th Street Paterson, NJ 07513	107,100
Alexander Hamilton	11-27 16 th Avenue Paterson, NJ 07501	63,000
Dr. Hani Awadallah	515 Marshall Street, Paterson NJ 07503	106,000

Bauerle Field House	98 Oak Street Paterson, NJ 07501	4,609
Edward Kilpatrick	295-315 Ellison Street Paterson, NJ 07501	54,070
Eastside High School	150 Park Avenue Paterson, NJ 07501	280,390
A.I. Early Learning Center	66014 th Avenue Paterson, NJ 07501	14,000
Dale Ave	21 Dale Avenue Paterson, NJ 07505	61,500
STEAM High School @ Paterson Catholic	764 11th Avenue, Paterson NJ 07514	103,000
International High School	200 Grand Street Paterson, NJ 07501	120,000
Madison Pre K Center	482-506 Market St. Paterson, NJ 07501	8,000
JFK High School	61-127 Preakness Avenue Paterson, NJ 07522	320,000
New Roberto Clemente	482-506 Market Street Paterson, NJ 07501	125,000
Norman S Weir	152 College Boulevard Paterson, NJ 07501	67,000
PANTHER / P-TECH	201 Memorial Drive Paterson, NJ 07505	30,000
Roberto Clemente	434 Rosa Parks Boulevard Paterson, NJ 07501	30,800
Silk City	151 Ellison Street, Paterson NJ, 07504	31,000
Rosa Parks High School	432 12 th Avenue Paterson, NJ 07514	46,000
Smith Street (Young Men's Academy)	45 Smith Street Paterson, NJ 07505	14,240
Rutland Center	851 East 28th Street Paterson, NJ 07513	10,000
90 Delaware	90 Delaware Avenue, Paterson NJ 07503	113,385
200 Sheridan Ave	200 Sheridan Ave, Paterson NJ 07502	88,000
Joseph A. Taub	202 Union Ave., Paterson, NJ 07501	158,178

**NOTE: Other facility sites may be added or removed during the contract period.
Contact the Facilities Department for specific boiler location.**

IMPORTANT

MODIFICATION OR ALTERATION OF BID SPECIFICATIONS MAY BE CAUSE FOR AUTOMATIC DISQUALIFICATION.

END OF SECTION 2 – SCOPE OF WORK



BID PROPOSAL AND REQUIRED DOCUMENTS

Submit one (1) original bid packet (stapled to cover) and
one (1) Electronic Copy USB.



BID RETURN BOOKLET

Please Complete

Bid Title: _____

Bid Number: _____

Company Name _____

Check

☐ **Bid Return Booklet**

If submitting a bid, kindly attach and staple all pages marked "Required Documents" to this page. **One(1) original, one(1) electronic copy (USB,FLASH DRIVE).**

Check

☐ **No Bid**

If you do not wish to submit a bid at this time but would like to remain in the District Bidder's list, return this form to the Paterson Public School District.

Reason for not bidding: _____

Check

☐ **Remove from List**

If you wish to be removed from the District's Bidder's list do not reply to this invitation to bid.

Company Representative

Date

ATTACH AND STAPLE ALL REQUIRED DOCUMENTATION TO THIS PAGE

BID RETURN

THE FOLLOWING DOCUMENTS ARE MANDATORY ATTACHMENTS AND FAILURE TO SUBMIT THEM MAY BE CAUSE FOR DISQUALIFICATION FOR BEING NON-RESPONSIVE AND REJECTION OF THE BID.

SUBMISSION CHECKLIST

PLEASE SUBMIT YOUR BID IN THE FOLLOWING ORDER:

Bid Security / Bid Bond \$4,400.00
Performance Bond N/A
Consent of Surety (N/A)
Statement of Ownership Disclosure
Affirmative Action Requirements (Form AA302 Form or current Employee Information Report) -Required for the successful Bidder.
Equal Opportunity Language – Compliance Notice
New Jersey Business Registration Certificate, (FORM-BRC-(08-01) – provide prior to contract award
Non-Collusion Affidavit
Company Information Form
W-9 Form
Reference Sheet
Equipment / Prevailing Wage/Unauthorized Orders Certification Form
Political Contribution Disclosure Form
Disclosure of Investment Activities In Iran - provide prior to contract award
CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS
Acknowledgement of Addenda
Pricing Sheet

BID AND PERFORMANCE BOND REQUIREMENTS FOR THIS ITB

Bid Bond Amount: \$4,400.00

Performance Bond: N/A

The undersigned declares that he/she has read the specifications and included all items listed in the Check-List above.

Company Representative

Date

ATTACH AND STAPLE ALL REQUIRED DOCUMENTATION TO THIS PAGE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

ATTACH AND STAPLE ALL REQUIRED DOCUMENTATION TO THIS PAGE

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

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

Company Representative

Date

REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful Bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

OR

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

OR

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

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

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

The undersigned Contractor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned Contractor further understands that his/her bid shall be rejected as non-responsive if said Contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

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

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

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

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

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
COMPANY E-MAIL		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY COUNTY STATE ZIP CODE		

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

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

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO. DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY STATE ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) N.J.A.C. 17:27et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL CONTRACTS

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

NON-COLLUSION AFFIDAVIT

Title of Bid and Bid Number

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

I am _____ of the Firm of _____

and the Bidder making the bid for the above named contract and that I executed the said bid with full authority so to do that said Bidder has not directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that the Public School District of the City of Paterson relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for the said bid.

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

Print Name of Contractor

Subscribed and sworn to: _____
Signature of Contractor

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

Print name of Notary Public

Notary Public Signature

My commission expires _____ Month _____ Day _____ Year Seal

Company Representative

Date

REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE

COMPANY INFORMATION FORM

Company Name:			
Address:			
Address:			
City:	State:	Zip:	
Tax ID No.:	(Required)	NJ BRC Number:	(Required)
Telephone :	Fax:		
Website:	Email:		

**The information provided will be used for statistical purposes only. This information will not be used to select the winning bid*

DISCLAIMER

CONFIRMATION OF SPECIFICATIONS

I have read and understood the written specifications required by this bid and agree to all aspects of the information provided herein. _____ (y/n)

DEBARTMENT, SUSPENSION OR DISQUALIFICATION

Is your company included on the State Treasurer's List of Debarred, Suspended or Disqualified Bidders or the State Department of labor; Prevailing Wage Debarment List? _____ (y/n)

If yes, explain: _____

NON-COLLUSION STATEMENT

Has your company been in contact with any District employee or elected official, other than the Purchasing Department to discuss this bid? _____ (y/n)

If yes, explain: _____

POLITICAL CONTRIBUTIONS

Has your company made contribution(s) that exceeded **\$300.00** per election cycle to elected officials, including BOE members or Political Action Committees during the 12 months prior to award of contract _____ (y/n)

If yes, complete attached form.

Name of Officer Authorized to Submit Bid:

Print Name:	Position:
Signature:	Date:

Company Representative

Date

REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
2	Business name/disregarded entity name, if different from above.
3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____
3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>
4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
5	Address (number, street, and apt. or suite no.). See instructions.
6	City, state, and ZIP code
7	List account number(s) here (optional)
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-						
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

REFERENCE SHEET

Names and Addresses of Three (3) References

Company Name:			
Address:			
City:		State:	Zip:
Telephone: () - 		Fax: () - 	
Contact Person :	Email:		

Company Name:			
Address:			
City:		State:	Zip:
Telephone: () - 		Fax: () - 	
Contact Person :	Email:		

Company Name:			
Address:			
City:		State:	Zip:
Telephone: () - 		Fax: () - 	
Contact Person :	Email:		

I declare and certify that no member of the Paterson Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the Board has an interest in the bid, etc. then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

President: _____

Signature: _____

Company Representative

Date

REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE

EQUIPMENT/ PREVAILING WAGE/UNAUTHORIZED ORDERS CERTIFICATION

The undersigned Bidder hereby certifies as follows:

- The Bidder owns or controls all the necessary equipment required to deliver the goods and/or services described in the specifications.
- If required, the Bidder has the necessary license(s) pursuant to local and state regulations to provide the services under this bid.
- The Bidder will comply with The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)
- The Bidder will not process or respond to any request or provide any type of service without a signed Purchase Order.
- The Bidder will not exceed the amount of the approved Purchase Order.
- The Bidder will report any unauthorized request for services without a valid PO
- If no award is made after 60 days, Bidder agrees to maintain the bid price effective for an additional 60 days.
- The Bidder will comply with all Affirmative Action Requirements
- The Bidder will comply with the Americans with Disabilities Act of 1990
- If shipping charges are wrongly applied the Contractor shall not process the order and/or shall reimburse the District
- If wrong prices are applied by the District or if discount is not applied, Contractor shall not process the order and/or shall reimburse the District.
- The company has not made any contribution(s) (that exceed \$300 per election cycle) that were made during the 12 months prior to award of the contract.

Bid # _____ Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____ Date: _____

Company Representative

Date

REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

THIS FORM MUST BE SUBMITTED WITH CONTRACTOR'S BID

Part I – Contractor Information

Contractor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26, this disclosure must include all reportable political contributions (more than \$300 per election cycle) made during the 12 months prior to award of the contract.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Company Representative

Date

REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof 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 person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Name of Contracting Unit** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Reference to Contracting Unit** to notify the **Reference to Contracting Unit** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

PATERSON BOARD OF EDUCATION

N.J.S.A. 18A:18A-49.5

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR**
- ☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR**
- ☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

<hr/> Signature of Vendor's Authorized Representative	<hr/> Date
<hr/> Print Name and Title of Vendor's Authorized Representative	<hr/> Vendor's FEIN
<hr/> Vendor's Name	<hr/> Vendor's Phone Number
<hr/> Vendor's Address (Street Address)	<hr/> Vendor's Fax Number
<hr/> Vendor's Address (City/State/Zip Code)	<hr/> Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

THE UNDERSIGNED BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

ADDENDUM # _____

DATE _____

ADDENDUM # _____

DATE _____

ADDENDUM # _____

DATE _____

NO ADDENDUM WAS ISSUED FOR THIS BID: _____ (check if no addendum was issued)

BY: _____
(PRINT OR TYPE NAME) (TITLE)

(SIGNATURE)

COMPANY: _____

Company Representative

Date

REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BIDDER'S REPLY" PAGE

BID PROPOSAL PRICING FORM

SECTION 1: FIRE EXTINGUISHER SERVICES: REFILL, TEST, SERVICE, PURCHASE.

This section may be awarded separately or combined with other sections.

Item #	Extinguisher Type	REFILL	TEST	SERVICE	NEW
1	2.5 lb. ABC	\$	\$	\$	\$
2	5.0 lb. ABC	\$	\$	\$	\$
3	10.0 lb. ABC	\$	\$	\$	\$
4	5.0 lb. CO2	\$	\$	\$	\$
5	10.0 lb. CO2	\$	\$	\$	\$
6	15.0 lb. CO2	\$	\$	\$	\$
7	2.5 gal. P/W	\$	\$	\$	\$
8	Other type (Specified)	\$	\$	\$	\$
TOTAL		\$	\$	\$	\$

GENERAL STORE DISCOUNT	Discount
Percentage Discount to purchase fire extinguishers and related items not listed above.	%

Company Representative

Date

REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BIDDER'S REPLY" PAGE

SECTION 2: TIME AND MATERIALS, as needed. This section will be awarded item-by-item or as a whole.

Item #1	C1 - All Fire protection Equipment Contractor	Rates	
1	Repairs – Regular Hours		/Per hr.
2	Emergency Repairs – Outside Regular Hours		/Per hr.
3	Parts and materials	% Mark-Up on Parts	%
Item #2	C2 – Fire Sprinkler System Contractor	Rates	
1	Repairs – Regular Hours		/Per hr.
2	Emergency Repairs – Outside Regular Hours		/Per hr.
3	Parts and materials	% Mark-Up on Parts	%
Item #3	C3 Special Hazard Fire Suppression System Contractor	Rates	
1	Repairs – Regular Hours		/Per hr.
2	Emergency Repairs – Outside Regular Hours		/Per hr.
3	Parts and materials	% Mark-Up on Parts	%
Item #4	C4 - Fire Alarm System Contractor	Rates	
1	Repairs – Regular Hours		/Per hr.
2	Emergency Repairs – Outside Regular Hours		/Per hr.
3	Parts and materials	% Mark-Up on Parts	%
Item #5	C5 – Portable Fire Extinguisher Contractor	Rates	
1	Repairs – Regular Hours		/Per hr.
2	Emergency Repairs – Outside Regular Hours		/Per hr.
3	Parts and materials	% Mark-Up on Parts	%
Item #6	C6 – Kitchen Fire Suppression System Contractor	Rates	
1	Repairs – Regular Hours		/Per hr.
2	Emergency Repairs – Outside Regular Hours		/Per hr.
3	Parts and materials	% Mark-Up on Parts	%

Company Representative

Date

REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BIDDER'S REPLY" PAGE

SECTION 3: SPECIALIZED EQUIPMENT

Vendors shall be capable of repairing all new and old models. Contractor shall be an authorized dealer by manufacturer. This section will be awarded separately from other sections.

3.1 Simplex Systems

Item #	SIMPLEX SYSTEMS (panels, equipment & related)	Rates
1	Repairs – Regular Hours	/Per hr.
2	Emergency Repairs – Outside Regular Hours	/Per hr.
3	Parts and materials (use one)	% Mark-Up on Parts _____%

3.2 Edwards Systems

Item #	EDWARDS SYSTEMS (panels, equipment & related)	Rates
1	Repairs – Regular Hours	/Per hr.
2	Emergency Repairs – Outside Regular Hours	/Per hr.
3	Parts and materials (use one)	% Mark-Up on Parts _____%

The cost of all supplies and/or materials will include shipping, handling, storage, travel, overhead and profit.

When vendor submits invoices to PPS, the vendor **must** attach a **copy** of their original invoices (for parts,) in order for the District to verify pricing. If the vendor does not submit copies of their invoices, PPS will not pay for services and/or parts.

This information will be forwarded to the **Department of Labor** for Prevailing Wage verification. Contractors submitting wages below the prevailing will be disqualified.

Company Representative

Date

REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BIDDER'S REPLY"

SECTION 4: FIRE EXTINGUISHER INSPECTIONS as per OSHA & NFPA 10 Standards.

Item #	Extinguisher Type (Specify Other)	Insp. /Tag	Recharge	6 Yr. Service Insp.	5 Yr. Hydro Insp.	12 Yr. Hydro Insp.	Part O-ring	Part Valve Stem	New Purchase/W Mounting
1	2.5 lb. ABC								
2	5.0 lb. ABC								
3	10 lb. ABC								
4	5.0 lb. CO2								
5	10 lb. CO2								
6	15 lb. CO2								
7	2.5 lb. Class-K								
8	5.0 lb. Class-K								
9	10 lb. Class-K								
10	2.5-gallon P/W								
11	5.0-gallon P/W								
12	10-gallon P/W								
13	(Other)								
14	(Other)								
15	(Other)								

SECTION 5: MONITORING (OPTIONAL)

Flat fee for monitoring: \$_____ per location

Company Representative

Date

REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BIDDER'S REPLY"

SECTION 6: INSPECTION SERVICES (PER LOCATION)

Hourly rate to provide inspection services, per location, district wide.

Item #	HOURLY RATE FOR INSPECTIONS (FIRE ALARM)	RATES
1	Inspection Services – Regular Hours	/Per hr.
2	Outside Regular Hours (If needed)	/Per hr.

Item #	HOURLY RATE FOR INSPECTIONS (SPRINKLERS)	RATES
1	Inspection Services – Regular Hours	/Per hr.
2	Outside Regular Hours (If needed)	/Per hr.

Company Representative

Date

REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BIDDER'S REPLY"

BID PROPOSAL PRICING/COMPLIANCE FORM

The undersigned does declare that they have carefully and completely examined the specifications, together with the advertisement, instructions to bidders, bond agreements, as well as the premises and all laws, ordinances and regulations governing the work and all other documents attached hereto and fully understand the meaning of all of them and if awarded the contract, hereby agree that they will comply with all of the terms, covenants, and agreement set forth therein.

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

E-mail address

Company Representative

Date

REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BIDDER'S REPLY"