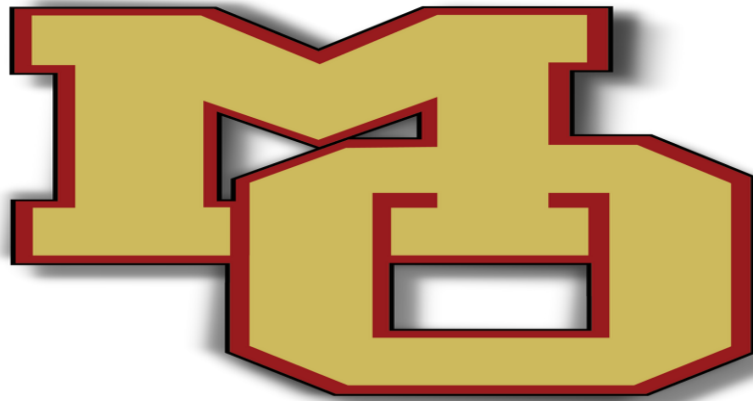


# **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**



## **PUBLIC WORKS**

**Bid Specifications & General Requirements**

**District Wide Asphalt and Concrete Repair and  
New Work – On an As-Needed Basis**

**BID NO: 2026-02**

**Tuesday, August 12, 2025**

Bid Opening Date

**10:00 a.m.**

Bid Opening Time

**Nicole C Schoening, CPA, SFO  
School Business Administrator/Board Secretary  
MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**



## **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

The bid opening process will begin on the advertised date and time at the Board Offices, 227 Route 206, Suite 10, Flanders, NJ 07836. Bids may also be submitted to the School Business Administrator or their designee at the bid opening meeting prior to the advertised date and time. The School Business Administrator shall publicly receive and open all bids on the advertised date and time.

**No bids shall be received after the time designated in the advertisement.** (N.J.S.A. 18A:18A-21(b)).

The Board of Education does not accept electronic (e-mail) submissions of bids at this time.

**Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

A bidder on a public works project for a Board of Education where the cost of the work exceeds \$20,000.00 must first have been qualified by the Department of the Treasury, Division of Property Management and Construction, pursuant to N.J.S.A. 18A:18A-27 through 33, and shall submit within the time required by law a Prequalification Affidavit—No Material Adverse Change, a copy of a valid and active NOTICE OF CLASSIFICATION, a certified copy of a Total Amount of Uncompleted Contracts Form (DPMC Form 701) and such Affidavit that subsequent to the latest such statement submitted there has been no material adverse change in his qualification information except as set forth in said Affidavit.

Each bid shall be accompanied by a bid bond, cashier's check, or certified check made payable to the Mount Olive Township Board of Education for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.00.

The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms may be cause for the rejection of the bid.

All contractors named in this bid shall possess a valid and current New Jersey Department of Labor and Workforce Development Public Works Contractor's Registration Certificate pursuant to N.J.S.A. 34:11-56.48 et seq., at the time the Board of Education receives the bid.

The Board of Education reserves the right to reject any non-responsive bids or all bids, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions.

**ETHICS IN PURCHASING  
STATEMENT TO BIDDERS AND VENDORS**

**Board of Education Responsibility**

**Recommendation of Purchases**

The Board of Education desires to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

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

**Solicitation/Receipt of Gifts – Prohibited**

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

**Contractor/Vendor Responsibility**

**Offer of Gifts, Gratuities -- Prohibited**

Any contractor/vendor doing business or proposing to do business with the Board of Education shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other things of value of any kind to any official or employee of the Board of Education or any member of the official's or employee's immediate family.

**Contractor/Vendor Influence -- Prohibited**

No contractor/vendor shall influence or attempt to influence any official or employee of the Board of Education in any manner that might tend to impair said official or employee's objectivity or independence of judgment.

**Contractor/Vendor Certification**

Contractors/vendors or potential contractors/vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The contractor/vendor participating in this request must be an independent contractor/vendor and not an official or employee of the Board of Education.

**BIDDER, VENDOR AND CONTRACTOR**

Pursuant to N.J.S.A. 18A:18A-2 (t), the term bidder or vendor will be used as the business entity that submits a bid in response to the bid advertisement. The Board will use the term "contractor" for the business entity that was awarded a public works contract as a result of being the lowest responsible bidder.

# **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

## **ADVISORY INFORMATION FOR BIDDERS**

### **PROMPTNESS OF BID SUBMITTAL**

The bidder must submit their bid in a sealed envelope to the Office of the School Business Administrator/Board Secretary on or before the advertised bid date and time. The advertised bid date and time for this bid is on **Tuesday, August 12, 2025 @ 10:00 a.m.** No bids shall be received after the time designated in the bid advertisement. No extensions or exceptions will be made. The Business Office is open Monday through Friday from 8:00 am – 4:00 pm, according to the school calendar, and 8:00 am – 3:00 pm during the summer. Access to the Business Office may be delayed because of security clearance. Bidders may also submit bids to the School Business Administrator/Board Secretary at the bid opening meeting held in the Board of Education Meeting Room prior to the advertised bid opening date and time. Once again, bids will not be received after the time designated in the advertisement.

### **PARKING**

Parking near the Board of Education Administration Building is at a premium. Allow enough time to locate a parking space.

### **MAIL**

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

### **UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES**

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

### **HAND DELIVER BIDS – SUGGESTED PRACTICE**

Considering the aforementioned in mind, the Board suggests that bidders arrange to hand-deliver their bid to the Office of the School Business Administrator and personally turn it in before the advertised date and time. Please understand that bids arriving after the advertised bid date and time, for any reason, cannot be accepted, opened, or considered.

**THE BOARD WILL NOT BE RESPONSIBLE FOR BIDS THAT ARE MISMAILED, MISDIRECTED, OR WHICH ARE NOT RECEIVED ON TIME.**

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

---

## DOCUMENTS TO BE SUBMITTED BY BIDDERS FOR PUBLIC WORKS AND CONSTRUCTION

Bidders and vendors are reminded that various documents are to be submitted within the time required by law. The Board provides a list of the documents to be submitted.

- Acknowledgment of Addenda Issued
- Affirmative Action Acknowledgement
- Americans with Disabilities Acknowledgement
- Assurance of Compliance
- Bid Guarantee
- Bid Proposal Form
- Business Registration Certificate
  
- Certificate (Consent) from Surety
- Certificate of Authority
- Chapter 271 Political Contribution Disclosure Form
- Contractor Questionnaire/Certification
- Contractor Registration Certificate (Public Works)
- Contractor Trade Licenses
- Contractor's Registration Certification (Public Works)
- Equipment Certification
- Federal Non-Debarment Certification
- Non-Collusion Affidavit
- Notice of Classification DPMC
- Prequalification Affidavit—No Material Adverse Change
- Prevailing Wages Compliance Certification
- Statement of Ownership Disclosure
- Sworn Contractor Certification; Qualifications and Credentials
- Total Amount of Uncompleted Contracts – Certified (DPMC Form 701)

Failure to submit any required documents within the timer required by law will result in the bid being rejected for non-responsiveness pursuant to N.J.S.A. 18A:18A-2(y).

### **BIDDER, VENDOR AND CONTRACTOR**

Pursuant to N.J.S.A. 18A:18A-2 (t), the term bidder or vendor will be used as the business entity that submits a bid in response to the bid advertisement. The Board will use the term “contractor” for the business entity that was awarded a public works contract as a result of being the lowest responsible bidder.

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

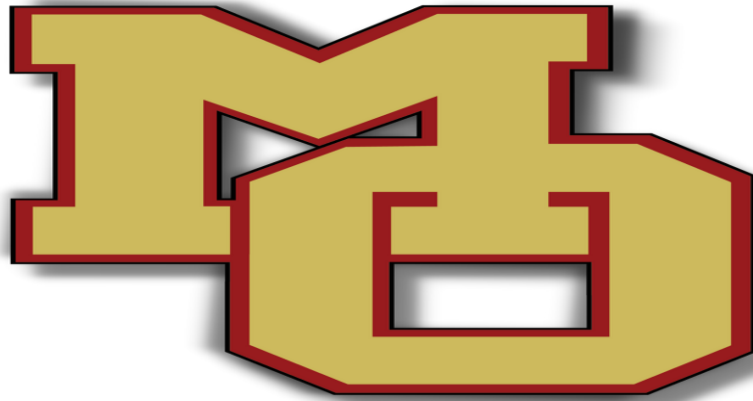
---

## REMINDER!

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

Item	Yes	No
Have you verified your pricing to ensure accuracy?		
Have you answered questions fully and accurately?		
Have you signed all your documents (blue ink)? Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.		
Have you prepared all the documents for submission?		
Did you make a copy of the bid package for your records?		
Did you submit a Bid Guarantee?		
Did you submit a Consent of Surety?		
Did you correctly address the envelope and seal it properly?		
Have you allowed ample time for the bid to reach the Board of Education?		

# **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**



## **GENERAL SPECIFICATIONS**

**Nicole C Schoening, CPA, SFO  
School Business Administrator/Board Secretary**

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

## DISTRICT WIDE ASPHALT AND CONCRETE REPAIR AND NEW WORK ON AN AS NEEDED BASIS

### INSTRUCTIONS TO BIDDERS

**BIDS ARE TO BE SUBMITTED TO:** Nicole C Schoening, CPA, SFO  
School Business Administrator/Board Secretary  
Mount Olive Township Board of Education  
227 Route 206, Suite 10  
Flanders, New Jersey 07836

**BY: 10:00 a.m. PREVAILING TIME**      **ON: Tuesday, August 12, 2025**

**Bid Packages are to be submitted in Duplicate.** Bids must be placed in a *sealed* envelope/package marked as shown below on the front of the envelope/package. Bid packages must be submitted **in duplicate** on the proposed bid submittal forms as provided and in the manner designated. The Board of Education requires one original bid package and one duplicate copy of the bid package. An extra copy is necessary to process the bids. Bidders should also keep a complete copy of the bid packet, exactly as submitted.

Bids are to be delivered to the Office of the School Business Administrator of the Mount Olive Township Board of Education ***on or before*** the date and time indicated below. The envelope is to bear the following information:

#### Envelope Label Information

District	Mount Olive Township Board of Education
Bid Number	2026-02
Project	District wide Asphalt and Concrete Repair and New Work
Bid Date	Tuesday, August 12, 2025
Bid Opening Time	10:00 a.m.
Bidder	Mount Olive Township Board of Education 227 Route 206, Suite 10 Flanders, NJ 07836

#### **Failure to properly label the bid envelope may lead to the rejection of the bid.**

The Board of Education does not accept electronic (e-mail) submissions of bids.

#### **BID OPENING MEETING**

All bids will be publicly received and unsealed by the School Business Administrator opened at the above address and read beginning at 10:00 a.m. on Tuesday, August 12, 2025. Bidders and/or their authorized agents are invited to be present at the bid opening. Each bidder is responsible for ensuring that their bid is complete and presented to the School Business Administrator before the advertised bid date and time. No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

---

## BIDDING REQUIREMENTS

### **1. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS--EEO**

The contractor shall complete and submit an Initial Project Workforce Report, Form AA-201, upon notification of award by the Board of Education but prior to the execution of the contract. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202, once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and the Board of Education Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements. All bidders are requested to complete and submit the Affirmative Action Construction Contracts Acknowledgment Form, which is enclosed in the bid package.

All relevant questions should be related to:

Department of Treasury  
Division of Purchase and Property  
Contract Compliance and Audit Unit  
EEO Monitoring Program—PO Box 206  
Trenton, New Jersey 08625-0206

### **2. AMERICAN GOODS**

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

### **3. AMERICANS WITH DISABILITIES ACT; FACILITIES FOR PERSONS WITH DISABILITIES**

The contractor must comply with all provisions of Title II of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121.01 et seq. The Board of Education further recognizes that all specifications for the construction, remodeling, or renovation of any public building shall provide facilities for persons with disabilities. Reference—N.J.S.A. 18A:18A-17.

It is further recommended that bidders read the Americans with Disabilities language form included in these specifications. The form shall be signed to show agreement with the provisions of Title II of the Act, which are to be made a part of the contract. The signed form shall be submitted with the bid proposal. The contractor is obligated to comply with the Act and to hold the owner harmless.

### **4. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION, AND BULLYING—CONTRACTED SERVICE**

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

## **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

Anti-Bullying Policy of the Board of Education. The district shall provide the contracted service provider with a copy of the Board's Anti-Bullying Policy.

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

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

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

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

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

### **6. DISPUTES**

All disputes relating to construction contracts for prompt payment issues may be submitted as follows.

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

Under the Prompt Payment Act, contracts for the improvement of structures shall provide that disputes regarding failed payments may be submitted to a process of alternative dispute resolution. N.J.S.A. 2A:30A-2(f)

All other disputes shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey, venued in Morris County, New Jersey. The Owner may not be compelled to submit any dispute concerning the Project to arbitration. By accepting award of the Contract and executing the Agreement, the Contractor consents to its joinder as a party in any litigation, mediation, arbitration, or any other legal proceeding involving, or arising from the Project. The Contractor knowingly, intentionally, voluntarily and irrevocably waives its right to a trial by jury in any action so triable.

### 7. ASSURANCE OF COMPLIANCE FORM

During the performance of this contract, a contracted service provider may come in contact with school district students. The Board of Education fully understands its obligation to provide all students and staff members with a safe, educational environment. To this end, the Board of Education requires bidders to sign a statement of Assurance of Compliance and acknowledge their understanding of the requirements listed below.

- Anti-Bullying Reporting—Requirement N.J.S.A. 18A:37-13.1 et seq.; N.J.A.C. 6A:16-7.7 (c)
- Criminal History Background Checks N.J.S.A. 18A:6-7.1
- Pre-Employment Requirements P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq.

As part of this bid, all bidders are to sign and submit the enclosed Assurance of Compliance Form, acknowledging their responsibilities to comply with the following laws and administrative code.

### 8. BID GUARANTEE AND BONDING REQUIREMENTS

#### • Bid Guarantee--N.J.S.A. 18A:18A-24

Bidders shall submit with their bid package a bid guarantee made payable to the Mount Olive Township Board of Education (“Board”). The guarantee shall be in the form of a certified check, cashier’s check, or bid bond in the amount of 10% of the bid but not in excess of \$20,000. Such deposit shall be forfeited upon the refusal of a bidder to execute a contract. Any bid in the form of a check shall be returned when the contract is executed and a surety (performance) bond filed with the Board of Education.

The bid guarantee checks from all but the three (3) lowest bidders, if requested, will be returned as soon after the bid opening as possible, but in no event later than (10) days after the bid opening.

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

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. **Failure to sign the bid bond by either the Surety or Principal and/or failure to submit the properly executed bid bond with the bid package shall be deemed cause for the rejection of the bid.**

The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. 040, Trenton, New Jersey 08625. Failure to submit a properly executed bid guarantee shall be cause for the

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

---

rejection of the bid. Please note: All bonds submitted to the Board of Education must include the bond underwriter's name, address, and phone number, as well as the Bond Number. The bid guarantee must also include the bid number or solicitation number assigned by the board of education. The Board will not accept a bid with multiple bid numbers listed on the bid bond.

- **Certificate (Consent) of Surety—N.J.S.A. 18A:18A-25**

Each bidder must submit with their bid a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A: 18A-25). Such a surety company must be licensed and qualified to do business in the State of New Jersey. All certificates (consent) of surety documents must be signed with original signatures.

The Board of Education will not accept facsimile or rubber-stamp signatures. The certificate (consent) of surety, together with a power of attorney, must be submitted with the bid. Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds (other than the award of the contract) may be cause for rejection of the bid. **Failure to sign the Certificate (Consent) of Surety by the Surety and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package shall be deemed cause for the rejection of the bid.**

- **Performance Bond--(N.J.S.A. 2A:44-143/2A:44-147)**

The successful contractor shall furnish a Performance, Payment, and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of his Contract. Such written guarantee shall be made payable to the Mount Olive Township Board of Education and shall be in the form required by New Jersey Statute for public works projects. Attached to the performance bond shall be a Surety Disclosure Statement and Certification, which shall be complete in all respects and duly acknowledged according to law. A model Surety Disclosure Statement and Certification is presented in the Appendix Section of this bid.

Such bond shall further carry a stipulation that no advance, premature, excessive, or delayed payments by the Board shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the contractor, nor partial or entire use of occupancy of the work by the Board shall be an acceptance of any work or materials not in accordance with this Contract, and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Board at reasonable times to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Board.

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

The Board of Education shall only accept one payment and performance bond to cover this public works contract. The performance bond shall contain language as found in N.J.S.A. 2A:44-14. The bond form language is presented in the Appendix Section of this bid.

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

---

Such Performance, Payment and Completion Bond shall be executed and delivered to the Board of Education when so requested by the Notice to Proceed Letter or within ten (10) days after the award of the contract. The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey, and if the amount of the bond is \$850,000 but not more than \$3.5 million, the surety shall hold a current certificate of authority, issued by the United States Secretary of the Treasury pursuant to 31 U.S.C. 9305. (N.J.S.A. 2A:44-143 (b))

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

When applicable, for multi-year contracts and extension of contracts, the Performance Bond may be re-submitted each year on the contract anniversary date for one hundred percent (100%) of the contract amount.

### **9. BID PROPOSAL FORM**

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

#### **Business Organization**

Each Bid Proposal Form must give the full business address, business phone, fax, e-mail, and the contact person of the bidder and be signed by an individual authorized to bind the bidder. • When requested, satisfactory evidence of the authority of the officer signing shall be furnished. Such authority must exist as of the date of submission of the bid.

The Bid Proposal Form must be duly signed by the authorized representative of the business entity at the end of the Bid Proposal Form. **Failure to sign the Bid Proposal Form may cause the rejection of the entire bid.**

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

The bidder also conveys by submitting a bid that the business entity they represent is financially solvent, experienced in, and competent to perform the type of work so specified.

### **10. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL**

It is the responsibility of the bidder to ensure that their bid is presented to the Board of Education and officially received before the advertised date and time of the bid. It is understood and agreed upon that any employee of the Board of Education will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed. Failure to properly label the bid envelope may be a cause for the rejection of the bid.

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

---

## 11. BRAND NAME OR EQUIVALENT

Whenever the Board of Education requests a brand name for a particular item, it will consider a “brand name or equivalent.” Where a bidder submits an equivalent, the bidder shall be responsible for documenting the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence. N.J.S.A. 18A:18A-15 (d) and N.J.A.C. 5:34-9.2 (c).

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

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

### Request of the Board of Education

All bidders providing responses to the bid are **requested** to submit a copy of their “New Jersey Business Registration Certificate” with their response package as issued by the Department of Treasury of the State of New Jersey. The Board of Education reminds all bidders that failure to submit the New Jersey Business Registration Certificate **prior to the award of the contract** will result in the rejection of the bid.

### Subcontractors

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 Board of Education prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

### During the course of contract performance:

- The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- The contractor shall maintain and submit to the Contracting Agency (Board of Education) a list of subcontractors and their addresses that may be updated from time to time.
- 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.

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

### **N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.**

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. [2001, c.134](#) (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. [1977, c.110](#) (C.5:12-92), or that provides false information of business registration under the requirements

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

## SAMPLES OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATES

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 302  
TRENTON, N.J. 08646-0302

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TRADE NAME: CLIENT REGISTRATION  
TAX REGISTRATION TEST ACCOUNT  
SEQUENCE NUMBER: 0107330  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
ISSUANCE DATE: 07/14/04  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
EFFECTIVE DATE: 01/01/01  
FORM-BRC(08-01)

*John S. Tully*  
Acting Director

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 847 ROEBLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

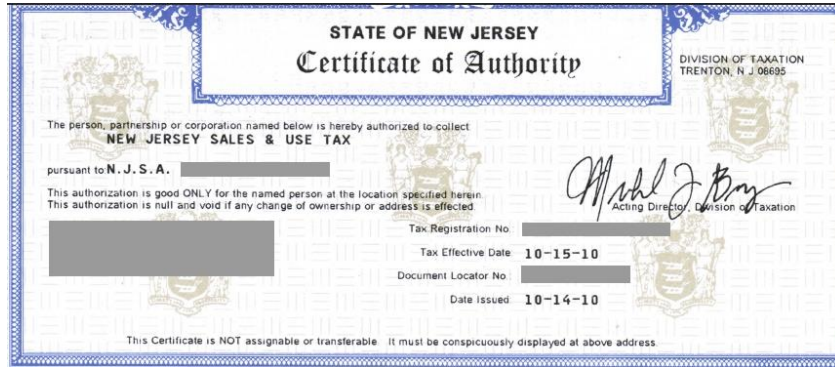
For Office Use Only:  
20041014112823533

### 13. CERTIFICATE OF AUTHORITY

All bidders are to submit their Sworn Contractor Certification, a current valid “Certificate of Authority,” as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

### Sample Certificate of Authority

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION



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

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

## 15. CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)

### A. Board of Education Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.3-9)

Change orders may be approved by the Board of Education in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions or
- Minor modifications to the project/scope that achieve cost savings, improve service or resolve construction conditions.

### B. Division of Finance (NJDOE) Approval for Change Orders

All other change orders shall be approved by the Division of Finance (NJDOE) when extraordinary circumstances exist, such as:

- Change order amounts greater than twenty percent (20%);
- Change orders that eliminate or affect the project scope; or
- Change orders that affect the number, size, configuration, location, or use of educational spaces.

**Contractors are prohibited from performing any change order work, and bear the risk of loss associated with same, unless directed in writing by the Board of Education, Office of the School Business Administrator.**

## 16. CONTRACTS

### A. Award of Contract; Rejection of Bid

## **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

The contract shall be awarded, if at all, to the lowest responsible bidder in compliance with N.J.S.A. 18A:18A-2 (t). The Board of Education reserves the right to reject any non-responsive bids or all bids, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions.

### **B. Award the Contract or Reject All Bids--Sixty (60) Days**

Pursuant to N.J.S.A. 18A:18A-36 (a), the Board of Education shall award the contract or reject all bids within sixty (60) days of the advertised date and time, except that bids of any bidders who consent thereto may, at the request of the Board, be held in consideration for such longer period as may be agreed.

### **C. Equal Prices**

Pursuant to N.J.S.A. 18A:18A-37(d), when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Board of Education may award the contract to the bidder whose response, at the discretion of the Board, is the most advantageous, price and other factors considered. In such a case, the award resolution or purchase order documentation shall explain why the vendor selected is the most advantageous.

### **D. Return of Contracts and Related Contract Documents**

Upon written notification of the award of the contract by the Board of Education, the contractor shall sign and execute a formal contract agreement between the Board of Education and the contractor and return the executed contracts along with:

1. Performance Bond in the total amount of the contract.
2. An insurance certificate from the Board of Education is named as an additional insured.
3. Affirmative Action Form AA-201 - Initial Project Workforce Report - Yellow copy.
4. Other required documents may be outlined in bid specifications.

The above documents may also be required for submission with the official Notice to Proceed. The contracts and related documents shall be returned to the Office of the School Business Administrator within **ten (10) days of receipt of notification** and shall not exceed twenty-one (21) days. Failure to execute the contract and return said contract and related required documents within the prescribed time may be cause for the annulment of the award by the Board with the bid security becoming the property of the Board of Education.

### **E. Term of Contract**

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

### **F. Purchase Order Required**

No contractor shall commence any public works project until they receive an approved purchase order authorizing work to begin. (See Notice (Authorization) to Proceed)

## **17. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS**

Contractors/vendors doing business with the Board of Education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

- **Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)**

## **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or **board of education** shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or **board of education** refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

- **Maintenance of Contract Records—N.J.A.C. 17:44-2.2**

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the Office of the State Comptroller pursuant to N.J.S.A. 52:15C-14 (d). The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions, or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- **Board of Education Requirement**

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor shall also maintain and make any or all books and records related to product transactions or services rendered under this contract, available to the Board of Education upon request.

- **Federal Contracts**

Contractors and vendors having federal contracts shall provide access to their records to duly authorized representatives of the district and any requesting Federal Agency, when applicable.

### **18. CONTRACTOR TRADE LICENSES**

All bidders are to submit with their bid all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular bid.

### **Sample Contractor Trade License**

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION



## 19. CRIMINAL HISTORY BACKGROUND CHECKS--REQUIRED

The contractor and all subcontractors for the project shall provide to the Board of Education (School Business Administrator) evidence or proof that each worker assigned to the project who comes in regular contact with students has had a criminal history background check and that said check indicates that no criminal history record information exists on file for that worker. The determination of “regular contact with students” will be made by the Board. Failure to provide proof of criminal history background check for any contractor or subcontractor employee coming in regular contact with students may be cause for breach of contract. If it is discovered during the course of the contract that a contractor or subcontractor employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the project immediately. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

## 20. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The Board of Education will not enter into a contract for work with any person, business entity, company, or firm that is on the State Department of Labor and Workforce Development, Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report.

<https://www.nj.gov/treasury/revenue/debarment/index.shtml>

Pursuant to N.J.S.A. 52:32-44.1 (a), any person who is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

---

All bidders are requested to submit a sworn statement indicating whether the entity listed on the bid form or any person employed by this entity nor the person's affiliates are debarred from contracting with a federal government agency or debarred from contracting with the State of New Jersey.

The Board of Education will verify the certification by consulting the following.

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov Exclusions Extract)

### **Workplace Accountability in Labor List (The WALL)**

P.L. 2019, c. 366 (N.J.S.A. 34:1A-1.16) authorized the New Jersey Department of Labor and Workforce Development (NJDOL) to create a list on its website, dubbed the Workplace Accountability in Labor List (The WALL), of any person found in violation of any State wage, benefit, and tax laws and against whom a final order has been issued by the NJDOL for such violation.

Any person or business named on The WALL is prohibited from contracting with any contracting unit until the liability for violations of State wage, benefit, and tax laws have been paid in full. The WALL is live at <https://www.nj.gov/labor/ea/osec/wall.shtml>.

All bidders are required to submit a sworn statement, found in the Certification Section, indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System—System for Award Management—SAM.gov/exclusions.

### **Certification of Federal Non-Debarment for Public Works Contracts**

Pursuant to N.J.S.A. 52:32-44.1, any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

The Board has provided in this bid package the Certification of Non-Debarment for Federal Government Contracts, which must be completed, certified to, and submitted to the Board of Education prior to the contract award. Prior to awarding any contract for public work, a person must provide written certification to the Board of Education that neither the person nor the person's affiliates are debarred at the federal level from contracting with a federal government agency. The Board shall not make, negotiate, or award a contract for public work to any person who does not provide such written certification as required.

### **21. DOCUMENTS, MISSING/ILLEGIBLE**

The bidder shall familiarize themselves with all forms provided by the Board of Education. If any forms are missing or illegible, it is the responsibility of the bidder to contact the School Business Administrator during regular business hours or the architect of the project as outlined in the bid advertisement for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms not received by the bidder in time for the bidder to submit their bid.

### **22. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK**

## **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

All documents submitted to the Board of Education shall be signed in ink (blue preferably) with an original signature. Failure to sign and return all required documents with the bid package may be cause for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.

### **23. EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)**

Each bidder shall provide a certification showing that he owns, leases, or controls all the necessary equipment required by the specifications. If the bidder is not the actual owner or lessee of any such equipment, he shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary. The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system that requires the contractor to have special knowledge or training or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder's approval from the manufacturer. The Board of Education requires the Equipment Certification Form to be submitted with the bid.

### **24. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT**

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

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

### **25. FALSE MATERIAL REPRESENTATION/TRUTH IN CONTRACTING**

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00 but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Bidders should be aware of the following statutes.

**N.J.S.A. 56:9-11** Violations, crime; grading.

- a. Any person who shall knowingly violate any of the provisions of P.L.1970, c.73 (C.56:9-1 et seq.) or knowingly aid or advise in such violation is guilty of a crime.
- b. Any person convicted pursuant to the provisions of subsection a. of this section of a violation involving or affecting trade or commerce of a value less than \$1,000,000.00 shall be guilty of a crime of the third degree. Any person convicted pursuant to the provisions of subsection a. of this section of a violation involving or affecting trade or commerce of a value equal to or greater

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

---

than \$1,000,000.00 shall be guilty of a crime of the second degree. Any person convicted pursuant to the provisions of subsection a. of this section of a violation **involving bid rigging on public contracts**, regardless of the value of trade or commerce involved or affected, shall be guilty of a crime of the second degree.

**N.J.S.A. 2C:27-10** provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty. In the event a contractor has knowledge that a public servant has solicited a benefit in violation of law, it is the responsibility of the bidder/contractor to report it to the appropriate authorities.

**N.J.S.A. 2C:27-11** provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

### 26. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance, or delay in the performance of any obligation under this Agreement if such delay, hindrance, or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence. Vendors and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

### 27. INSURANCE AND INDEMNIFICATION

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

- **Commercial General Liability** with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage, and Products Liability.
- **Automobile Liability** with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- **Cyber Security and Privacy Liability** with a \$1,000,000 per occurrence or claim.

#### Other Insurance Coverage

\$ 100,000	Pollution Cleanup
\$ 50,000	Fire Damage
\$ 5,000	Medical Expense
\$4,000,000	Excess Umbrella Liability
\$1,000,000	Sexual Harassment, Abuse or Molestation

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

---

All insurance policies shall be primary and non-contributory, and shall be endorsed to name the Mount Olive Township Board of Education as an additional insured.

### Insurance Certificate

The contractor shall present to the Board of Education an insurance certificate in the above types and limits before any work or service begins.

Mount Olive Township Board of Education  
C/o Office of the School Business Administrator  
227 Route 206, Suite 10  
Flanders, New Jersey 7836

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

“The Mount Olive Township Board of Education is named as an additional insured.”

### 28. OTHER INSURANCE

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

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

### Indemnification

The contractor shall assume all risk of and responsibility for and agrees to indemnify, defend, and save harmless the Board of Education, and its agents, employees, and Board members from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract or the performance of services by the contractor under the agreement or by a party for the whole contract is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by their workers or by any subcontractor employed by the contractor or any of the subcontractor's workers.

### **Builders Risk    Applicable    Not Applicable**

The contractor shall obtain and pay for, within their bid, a Builder's Risk Policy providing coverage for all risk of physical loss or damage to the property in an amount equal to the total project value, less excavations and foundations.

The policy must be maintained for the duration of the project from the beginning of construction until:

- (i) written acceptance by the architect or substantial completion, and
- (ii) a temporary certificate of occupancy or certificate of occupancy has been issued.

## **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

A copy of the policy must be delivered to the Board of Education before construction begins. All of the contractor's policies, with the exception of workers' compensation, shall be endorsed by naming the Board of Education, its elected and appointed officials, and employees as additional insured. The contractor must also name the State of New Jersey, the NJSDA, the NJDOE, and the architect and staff as additional insured with respect to the work.

### **29. INTERPRETATIONS AND ADDENDA (N.J.S.A. 18A:18A-21(c) (2))**

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the School Business Administrator and/or the Architect/Engineer of Record. When applicable, and must be received by at least ten (10) business days, not including Saturdays, Sundays, and holidays, prior to the date fixed for the opening of bids to be given consideration. Any interpretations and supplemental instructions will be distributed in the form of written addenda to the specifications. The addenda will be provided by the Board of Education in accordance with N.J.S.A. 18A:18A-21(c) (2) to the bidder by certified mail, certified fax, or delivery service, no later than seven (7) days, not including Saturdays, Sundays, or holidays prior to the date for acceptance of the bids. All addenda so issued shall become part of the contract document. Failure to acknowledge receipt of any issued addendum may result in rejection of a bidder's bid.

### **30. LIABILITY – COPYRIGHT**

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

### **31. LIQUIDATED DAMAGES AND OTHER DAMAGES**

The contractor agrees to substantially complete this public works project to the satisfaction of the Board of Education by the stated contract completion date or within the number of working days specified in the contract. Failure to complete the project within the specified time frame or contract completion date shall lead to the Board of Education assessing liquidated damages against the contractor in accordance with and pursuant to N.J.S.A. 18A:18A-41 and 18A:18A-19. The liquidated damages amount for this Project shall be \$500.00 per calendar day for each day beyond the Project completion date that the Project remains uncompleted.

The Board may also assess the contractor for additional damages for costs the Board may incur because each day the project remains uncompleted. These costs include but are not limited to:

- Construction management fees
- Architect/engineer fees
- District administrative costs
- Any inspector or inspectors necessarily employed by the Board of Education on the work for any number of days in excess of the number allowed in the specifications

The Board of Education may also assess against all monies owed to the contractor, liquidated damages for the violation of any terms and conditions of the contract or agreement by the contractor or the failure to perform said contract or agreement in accordance with its terms and conditions or the terms or

## **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

conditions of the “Public School Contracts Law,” in accordance with and pursuant to N.J.S.A. 18A:18A-19 and 18A:18A-41.

### **32. MAINTENANCE BONDS**

The contractor shall furnish a Maintenance Bond for the total sum of the contract price, indemnifying the Board of Education against defects in construction for a period of two (2) years after the final completion of the work, general wear and tear excepted. The form of bond is subject to approval by the Board.

### **33. NON-COLLUSION AFFIDAVIT**

The Board of Education requests that a notarized Non-Collusion Affidavit be submitted with the bid. The bidder has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this bid with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the bid and that all statements contained in the said bid and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in the said bid and in the statements contained in this affidavit in awarding the contract for the said bid.

The bidder has to further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the bidder. The Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All bidders are to complete, sign, have their signature notarized, and are requested to submit the form with the bid response.

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

The bidder to whom the contract was awarded shall not perform any work or provide any services, materials, or supplies until a Notice (Authorization) to Proceed is received from the Office of the School Business Administrator. (N.J.S.A. 18A:18A-36(b)).

The Board of Education only recognizes the contractor's receipt of an approved, signed purchase order as a Notice to Proceed. No word of mouth, phone, fax, e-mail, letter, or other communication to proceed is a valid Notice to Proceed.

The Board intends to officially notify the bidder to whom the contract was awarded through a Notice to Proceed letter issued by the School Business Administrator. A purchase order will accompany the Notice to Proceed letter. The contractor shall submit certain documents to the Board as requested in the Notice to Proceed letter.

### **35. PAYMENTS**

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

- Signed voucher by the vendor/contractor
- Packing slips
- Invoices

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education unless otherwise agreed to by written contract or mandated by State Law\*. The

## **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

Board may, at its discretion, make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time, depending on the Board of Education meeting schedule. \* See N.J.S.A. 18A:18A-40.1--Public Works Contracts

### **36. PAYMENT, PARTIAL, WITHHOLDING**

#### **A. Contract Thresholds; Partial Payments/Withholding**

- Contracts – Less than \$100,000 – Lump Sum Payment

Public works contracts less than \$100,000 shall be paid in one lump total sum, upon completion of the project and to the satisfaction of the Board of Education. (Ref. N.J.S.A. 18A:18A-40.1)

- Contracts – Exceeding \$100,000 – Monthly Payments

Public works contracts that exceed \$100,000 shall be paid with partial payments on a monthly basis for work that was completed to the satisfaction of the Board of Education.  
(Ref. N.J.S.A. 18A:18A-40.1)

#### **B. Withholding of Monies – Percentage to be Withheld**

The Board of Education shall withhold the following percentages of outstanding balances of monies owed to contractors:

- Balances Exceeding \$500,000 Two (2%) Percent
- Balances Less than \$500,000 Five (5%) Percent

The amounts withheld shall be returned to the contracts upon fulfillment of the terms of the contract.  
(Ref. N.J.S.A. 18A:18A-40.3)

#### **C. Prompt Payment**

The Board of Education will provide payment in accordance with the “Prompt Payment” law as codified in N.J.S.A. 2A:30A-1 et seq. All payments to contractors are subject to approval by the Board of Education at a public meeting.

All bills submitted to the owner for approval and payment pursuant to N.J.S.A. 2A:30A-1 et seq. must comply with the following provisions. In accordance with N.J.S.A. 2A:30A-2, the “billing date” shall be the periodic billing date specified in the contract with the Board of Education. The awarded bidder signs the certification on the voucher/purchase order that the work has been performed. These bills include all bills for improvements to real property and contracts for engineers, architects, surveyors, design, or skilled services relating to construction work.

Bills that are required to be approved by an engineering or architecture firm (prior to submission to the owner for approval) for purposes of confirmation of successful completion of construction work shall be approved within twenty (20) days of submission of the same to the architect or engineer. If bills are disapproved or monies withheld from payment, the notice of the reason for same shall be given within the same twenty (20) days to the contractor.

The Board must approve the payment of all bills. For the Board to consider a bill for approval, it shall be submitted to the Board at least two weeks prior to a scheduled/or re-scheduled Board meeting date. If the Board, or any agent or officer of the Board, determines that the bill is not approved, then notice of the disapproval shall be sent to the contractor within twenty (20) days of the Board meeting on

## **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

which the bill was listed for approval. If the Board approves the bill, then payment shall be made to the contractor within seven (7) days of the Board meeting as per the “payment cycle.”

### **D. Release of Liens/Consent of Surety to Final Payment**

Neither the final payment nor any part of the retained percentage shall become due until the contractor delivers to the Board of Education a complete Release of all Liens arising out of this Contract and an affidavit that so far as he has knowledge or information, the releases include all labor and material for which a lien could be filed, but the Contractor may if any subcontractor refuses to furnish a release in full, furnish a bond satisfactory to the Board of Education, to indemnify themselves against any liens. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Board of Education all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

Contractor shall provide a Consent of Surety to Final Payment prior to receipt of final payment from the Board.

### **37. PERFORMANCE REVIEW—REPORT BY THE SCHOOL BUSINESS ADMINISTRATOR**

The Board of Education is informing all bidders that pursuant to N.J.S.A. 18A:18A-15, the School Business Administrator, upon completion of every contract for public work that exceeds \$20,000, shall report to the department (NJDPMC) as to the contractor's performance and shall also furnish such report from time to time during the performance of the contractor is then in default. The Board shall use NJDPMC Form 43-A Contractor Evaluation Report as the basis of its report.

### **38. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS**

#### **• Annual Disclosure**

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005 c.271 s.3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

#### **• Chapter 271 Political Contribution Disclosure Form**

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

- any 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

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

---

The disclosure must list reportable contributions to any of the committees that exceed **\$200 per election cycle** that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

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

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

### **39. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS**

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

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

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

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

“Contributions reportable by the recipient under P.L. 1973, c.83 N.J.S.A. 19:44A-1 et seq. to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

“When a business entity referred in (a) (2) above is a natural person, contribution by that person’s spouse or child that resides therewith shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

- **Chapter 271 Political Contribution Disclosure Form – Required --** N.J.S.A. 19:44A-20.26 (a),

Pursuant to N.J.S.A. 19:44A-20.26 (a), all business entities shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Board of Education will review the Chapter 271 Form to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract. It is noted that the disclosure requirements set forth in Section 2 of P.L. 2005 c. 271 (N.J.S.A. 19:44A-20.26) also shall apply when the contract is required by law to be publicly advertised for bids.

### **40. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS**

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

### **41. PRE-QUALIFICATION OF BIDDERS**

**DPMC Prequalification--**Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all bidders on any contract for public work(s) in which the entire cost of the contract exceeds \$20,000.00 must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, (DPMC) as to character and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Board if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction, which fully develops the financial ability, adequacy of plant and equipment, organization, and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

TO BE ELIGIBLE TO BID ON THIS CONTRACT, THE BIDDER SHALL BE PREQUALIFIED BY THE DPMC IN BOTH OF THE FOLLOWING DISCIPLINES:

C059 -- Road Construction & Paving; and  
C019 – Concrete/Foundation Footings/Masonry Work

### **Prequalification Affidavit—No Material Adverse Change**

Every pre-qualified bidder shall submit, with their bid, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time

## **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

and date of the classification. **Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements.** (N.J.S.A. 18A:18A-32)

All bidders shall furnish satisfactory evidence that their subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. Subcontractor listing and bidder's personnel and experience sheet shall be submitted to the Board as part of the bidding documents. Where the bidder intends to subcontract any portion of the project, the cost of which will exceed \$20,000.00, the sub-contractor shall be pre-qualified to perform the work, and the bidder shall submit the required documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The Board may make such additional investigations necessary to determine the ability, competence, and financial responsibility of the bidder to perform the work. Upon request, the bidder shall furnish the Board with the information and data for this purpose. The Board reserves the right to reject any bid if the information fails to establish to the Board's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

**Notice of Classification** N.J.S.A. 18A:18A-26 et seq., N.J.S.A. 52:35-1 et seq.

All bidders for public works contracts exceeding \$20,000 shall submit with their bid a copy of a valid and active Notice of Classification letter issued by the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. Bidders must submit a copy of a valid and active classification letter/determination prior to the award of contract. Such classification must be effective as of the date of the bid opening.

**Uncompleted Contracts (For Contracts Exceeding \$20,000)--N.J.A.C. 17:19-2.13 (a)**

All bidders for public works contracts exceeding \$20,000 shall submit with their bid a copy of a certified Total Amount of Uncompleted Contracts Form as prescribed by code. (Form DPMC 701). Failure to submit this document will result in the rejection of the bid as being non-responsive.

### **42. PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS**

The State of New Jersey Prevailing Wage Act, with applicable statewide wage rates and the wage rates for the county of the location of the school district, as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56.27 et seq., may be included in these bid contract documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development or may be viewed at the following link. <https://www.nj.gov/labor/wageandhour/>.

- **Compliance with New Jersey Prevailing Wage Act—Payment to Workers**

Every contractor and subcontractor performing services in connection with this project shall pay all workers a wage rate not less than the published prevailing wage rates for the locality in which the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

In the event it is found that any worker employed by the contractor or any subcontractor covered by the said contract has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Board of Education may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. Reference N.J.S.A. 34:11-56.27

- **Lowest Bidder Prevailing Wage Certification—Ten Percent (10%)**

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

---

The bidder who submits the lowest bid price for the contract by ten (10 %) percent or more under the amount of the next lowest bid shall prior to the award of the contract, certify to the Board of Education on a form provided by the Board, that the prevailing wage rates required by the Prevailing Wage Act shall be paid in performing the work under the contract.

If the bidder does not provide the certification required prior to the award of the contract, the Board of Education shall award the contract to the next lowest responsible and responsive bidder. Reference N.J.S.A. 34:11-56.27 (a)

- **Submission of Certified Payrolls to the Board of Education-- Form MW-562 (6/23)**

Every contractor is required to submit certified payrolls to the Board of Education for each payroll period within ten (10) days of paying wages to their employees. The contractor shall use the New Jersey Department of Labor/Workforce Development Form MW-562 (6/23) to certify payroll records. The contractor further understands that no payments will be made to the contractor by the Board of Education if the Board does not receive certified payrolls. The contractor is responsible for ensuring timely receipt by the Board of certified payrolls. Reference N.J.A.C. 12:60-5.1 (c)

- **Submission of Certified Payrolls—Online to NJ Wage HUB**

Contractors are required to submit certified payrolls for each payroll period using the online Form MW-562 (6/23) through the *New Jersey Wage Hub*.

- **Reminder to the Contractor**

Submitting Form MW-562 (6/23) online to the New Jersey Wage Hub will NOT satisfy the requirement to submit them to the public body.

- **Submission of Affidavit Filing of Written Statements of Amounts Due Workers**

Before final payment, the contractor shall furnish the Board of Education with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and the actual hourly rate of wages paid to each workman employed in connection with this work.

Furthermore, before the Board of Education makes final payment, the contractor and subcontractor shall file written statements with the Board certifying the amounts then due and owing from such contractor and subcontractor filing such statement to all workers for wages due on account of the public work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively, which statement shall be verified by the oath of the contractor or subcontractor, as the case may be, that he has read such statement subscribed by him, knows the contents thereof, and that the same is true of his own knowledge; provided, however, that nothing herein shall impair the right of a contractor to receive final payment because of the failure of any subcontractor to comply with provisions of this act. Reference N.J.S.A. 34:11-56.33

- **Posting of Prevailing Wages**

The contractor and subcontractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the Site of the work and in such places as used to pay workmen their wages. Ref. 18A:7G-23 and N.J.S.A. 34:11-56.32.

- **Prevailing Wages Certification—Submission with Bid**

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

---

The bidder is requested to submit the Prevailing Wages Certification Form with its bid package.

- **Non-compliance Statement**

If it is found that any worker employed by the contractor or any subcontractor covered by the said contract has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Board of Education may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

### **43. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form**

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

### **44. PUBLIC WORKS CONTRACTOR'S REGISTRATION EVIDENCE—"Public Works Contractor Registration Act"**

All contractors must adhere to the provisions of the Public Works Contractor Registration Act – N.J.S.A. 34:11-56.48 et seq. The PWCRA requires that "*No contractor shall bid on any contract for public work . . . unless the contractor is registered pursuant to this act.*" The law requires that all contractors and sub-contractors named in the bid possess a valid certificate at the time the bid is received by the contracting unit, in this case, the Board of Education.

All bidders **are requested** to submit with the bid package a current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Act Certificate that was issued by the State of New Jersey, prior to the receipt of the bid date and time.

The contractor most likely to be considered for the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate and, if applicable, copies of certifications of all listed subcontractors prior to the award of the contract. **If the successful contractor fails to provide copies of certificates prior to the award of the contract, the bid may be rejected as non-responsive.**

### **45. REJECTION OF BIDS**

- **Bid Rejections—N.J.S.A. 18A:18A-22—Rejection of All Bids**

The Board of Education reserves the right to reject all bids pursuant to the conditions outlined in N.J.S.A. 18A:18A-22.

- **Bid Rejections—Individual Bids**

The Board reserves the right to reject individual bids when, in their determination, the bid received is not responsive pursuant to N.J.S.A. 18A:18A-2 (y) and/or when the Board determines the bidder not to be responsible—N.J.S.A. 18A:18A-2 (x), or as otherwise may be permitted by law.

### **46. RENEWAL OF CONTRACT; AVAILABILITY AND APPROPRIATION OF FUNDS**

The Board of Education may, at its discretion, request that a contract that is subject to renewal be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator may negotiate terms for a renewal of the contract proposal and present such negotiated proposal to the Board

## **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

of Education. The Board of Education is the final authority in awarding contract renewals. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

### **47. RIGHT TO KNOW LAW**

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

New Jersey Department of Health  
Workplace Health and Safety  
Right to Know Unit, CN 368  
Trenton, New Jersey 08625-0368

### **48. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)**

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, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established 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.

The included Statement of Ownership shall be completed and submitted with the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a**

## **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

**disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

### **49. SUBCONTRACTING: PROHIBITIONS: HOLD HARMLESS**

Prime contractors, with whom the Board of Education have an executed contract, may not subcontract any part of any work done for the Board without first receiving written approval from the Board. Contractors seeking to use subcontractors must first complete the Request to Sub-Contract Form as provided by the Board of Education.

#### **Subcontractors Prohibited to Sub Contract**

It is the prime contractor's responsibility to ensure that no subcontractor who has received written permission to do work for the Board subcontracts any of their work without first receiving written approval from the prime contractor and the School Business Administrator or designee. The prime contractor assumes all responsibility for work performed by subcontractors. The prime contractor must also provide to the Board of Education the following documents secured from all approved subcontractors:

- Insurance Certificate as outlined in the bid specifications;
- Affirmative Action Evidence as outlined in the bid specifications;
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law;
- Evidence of Performance Security;
- Documents listed in the Subcontractor Document Submissions list.

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

### **50. SWORN CONTRACTOR CERTIFICATION—(Bidder's Certification)**

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid on school facilities projects and any subcontractors that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. Failure to complete, sign, and submit the certification may lead to the bid being rejected.

### **51. TAXES; Contractor's Use of Board's Tax Identification Number—Prohibited**

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

Contractors may not use the Board's tax identification number to purchase supplies, materials, services, or equipment for this project. A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies, and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education.

## **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

All contractors are referred to the New Jersey Division of Taxation–**Tax Bulletin S&U-3** and, in particular, the Contractor’s Exempt Purchase Certificate (Form ST-13). Again, contractors are not permitted to use the Board’s tax identification number to purchase supplies, materials, services, or equipment.

### **52. TERMINATION OF CONTRACT**

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

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused to the District by the contractor’s breach of this agreement. The Board may withhold payment due to the contractor and apply the same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources. The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

### **53. WITHDRAWAL OF BIDS**

- **Before the Bid Opening**

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

- **After the Bid Opening**

The Board of Education may consider a written request from a bidder to withdraw a bid if the School Business Administrator receives the written request within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored. The contractor who wishes to withdraw a bid must provide a certification supported by written factual evidence that the contractor made an error or omission and that the error or omission was a substantial computational error, unintentional omission, or both.

The request to withdraw a bid after the bid opening may be reviewed by the School Business Administrator, the Director of Facilities (Buildings and Grounds), and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn, the bidder shall be disqualified from bidding on the same project if the project is re-bid. If the bidder fails to meet the burden of proof to have the bid withdrawn, the request to withdraw the bid will be denied, and if the bidder fails to execute the contract, the bid guarantee will be forfeited and become the property of the Board of Education.

# **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**



## **BID DOCUMENTS**

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

**Nicole C Schoening, CPA, SFO**

School Business Administrator/Board Secretary

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

**ACKNOWLEDGEMENT OF ADDENDA**

**DISTRICT WIDE ASPHALT AND CONCRETE REPAIR AND NEW WORK  
ON AN AS NEEDED BASIS**

Bid No. **2026-02**

Bid Date **Tuesday, August 12, 2025**

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

<b>ADDENDUM NO.</b>	<b>ISSUING DATE</b>
_____	_____
_____	_____
_____	_____
_____	_____

**NO ADDENDA RECEIVED**

Name of Business Entity \_\_\_\_\_

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

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

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

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

This document should be submitted with the bid package.

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

**AFFIRMATIVE ACTION—CONSTRUCTION CONTRACTS--  
ACKNOWLEDGEMENT**

The undersigned acknowledges and agrees to comply with the following:

**AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC  
CONTRACTS—EEO**

The construction contractor shall complete and submit an Initial Project Workforce Report, Form AA-201, upon notification of award by the Board of Education but prior to the execution of the contract. Proper completion and submission of this Report shall constitute evidence of the contractor’s compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202, once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and the Board of Education Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B.** If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

**Vendor/Contractor Guidelines for Awarded Public Contracts**

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link.

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](http://state.nj.us)

Name of Business Entity \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Bid No. 00-00

This document should be submitted with the bid package.

ASSURANCE OF COMPLIANCE FORM

**Contact with Students**

During the performance of this contract, a contracted service provider may come in contact with the school district's students. The district fully understands its obligation to provide all students and staff members with a safe, educational environment. To this end, the district requires all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below-listed requirements and the bidder's assurance of compliance with those listed requirements.

**Anti-Bullying Reporting--Requirement**

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider who has witnessed or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer or the School Business Administrator.

**Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement**

When applicable, the contracted service provider shall provide to the school district, prior to commencement of the contract, evidence or proof that each employee assigned to provide services and who comes in **regular contact** with students has had a criminal history background check and, furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students prior to commencement of contact may be cause for breach of contract. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast **September 9, 2019**, as it pertains to disclosure of information from previous employers, when applicable.

**Pre-Employment Requirements; P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq.**

When applicable, all contracted service providers whose employees have **regular contact with students** shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education, Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

Name of Business Entity \_\_\_\_\_

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

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

As part of this bid, all bidders are to sign and submit the enclosed Assurance of Compliance Form, acknowledging their responsibilities to comply with the above laws and administrative code.

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

**CHAPTER 271  
POLITICAL CONTRIBUTION DISCLOSURE FORM**

**(Contracts that Exceed \$17,500.00)**

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

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (Business Entity) has made the following reportable political contributions (more than \$200 per election cycle) to any elected official, political candidate, or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract.

**Reportable Contributions**

<b>Date of Contribution</b>	<b>Amount of Contribution</b>	<b>Name of Recipient</b>	<b>Name of Contributor</b>

The Business Entity may attach additional pages if needed.

---

**NO REPORTABLE CONTRIBUTIONS** (Please check (✓) if applicable.)

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

**Certification**

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.

Name of Authorized Agent \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Business Entity \_\_\_\_\_

Bid No. 2026-02

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

The Board of Education requires that this document be completed and submitted within the time required by law.

## CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

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

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

The disclosure must list reportable contributions to any of the committees that exceed **\$200 per election cycle** that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

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

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

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**  
**July 20, 2023**

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

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

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

Boonton Town	Jefferson Township	Mount Olive Township
Boonton Township	Kinnelon Borough	Mountain Lakes Borough
Butler Borough	Lincoln Park Borough	Netcong Borough
Chatham Borough	Long Hill Township	Parsippany-Troy Hills Township
Chatham Township	Madison Borough	Pequannock Township
Chester Borough	Mendham Borough	Randolph Township
Chester Township	Mendham Township	Riverdale Borough
Denville Township	Mine Hill Township	Rockaway Borough
Dover Town	Montville Township	Rockaway Township
East Hanover Township	Morris Plains Borough	Roxbury Township
Florham Park Borough	Morris Township	Victory Gardens Borough
Hanover Township	Morristown Town	Washington Township
Harding Township	Mount Arlington Borough	Wharton Borough

### Boards of Education (Members of the Board):

Boonton Town	Lincoln Park Borough	Netcong Borough
Boonton Township	Long Hill Township	Parsippany-Troy Hills Township
Butler Borough	Madison Borough	Pequannock Township
Chester Township	Mendham Borough	Randolph Township
Denville Township	Mendham Township	Riverdale Borough
Dover Town	Mine Hill Township	Rockaway Borough
East Hanover Township	Montville Township	Rockaway Township
Florham Park Borough	Morris	Roxbury Township
Hanover Park Regional	Morris Hills Regional	School Dist of The Chathams
Hanover Township	Morris Plains Borough	Victory Gardens
Harding Township	Mount Arlington Borough	Washington Township
Jefferson Township	Mount Olive Township	West Morris Regional
Kinnelon Borough	Mountain Lakes Borough	Wharton Borough

### Fire Districts (Board of Fire Commissioners):

Hanover Township Fire District No. 2	Parsippany-Troy Hills Township Fire District No. 3
Hanover Township Fire District No. 3	Parsippany-Troy Hills Township Fire District No. 4
Montville Township Fire District No. 1	Parsippany-Troy Hills Township Fire District No. 5
Montville Township Fire District No. 2	Parsippany-Troy Hills Township Fire District No. 6
Montville Township Fire District No. 3	Parsippany-Troy Hills Township Fire District No. 7
Parsippany-Troy Hills Township Fire District No. 1	Parsippany-Troy Hills Township Fire District No. 8
Parsippany-Troy Hills Township Fire District No. 2	

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

**CONTRACTOR QUESTIONNAIRE/CERTIFICATION**

**DISTRICT WIDE ASPHALT AND CONCRETE REPAIR AND NEW WORK ON AN AS NEEDED BASIS**

Bid No. **2026-02**

Bid Date **Tuesday, August 12, 2025**

Name of Business Entity \_\_\_\_\_

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

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

Business Phone Number ( ) \_\_\_\_\_ Extension \_\_\_\_\_

Emergency Phone Number ( ) \_\_\_\_\_ FAX NO. ( ) \_\_\_\_\_

E-Mail \_\_\_\_\_ FEIN No. \_\_\_\_\_

Unique Entity Identifier (if applicable) \_\_\_\_\_ CAGE Code (if applicable) \_\_\_\_\_

**Questionnaire**

1. How many years have you been engaged in the contracting business under your present firm or trading name?

\_\_\_\_\_ Years

2. Have you ever failed to complete any work awarded to your Business Entity?

Yes  No

If yes, explain \_\_\_\_\_

\_\_\_\_\_

3. Have your Business Entity ever defaulted on a contract?

Yes  No

If yes, explain \_\_\_\_\_

\_\_\_\_\_

4. Have you or other principals of your Business Entity been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any public works projects by any federal, state, or local agencies, including any **“prior negative experience”** disqualification pursuant to N.J.S.A. 18A:18A-4 (b) (c)?

Yes  No

If yes, explain \_\_\_\_\_

\_\_\_\_\_ **(Form continued on next page)**

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

**CONTRACTOR QUESTIONNAIRE/CERTIFICATION--Page 2**

**DISTRICT WIDE ASPHALT AND CONCRETE REPAIR AND NEW WORK ON AN AS NEEDED BASIS**

Bid No. **2026-02**

Bid Date **Tuesday, August 12, 2025**

\_\_\_\_\_  
Name of Business Entity

**Experience – Educational Facilities:**

The Board of Education requires evidence from all bidders that they have completed work or projects of a similar nature as outlined in the bid package. Bidders are to provide evidence of satisfactory completion of work of a similar nature for at least three (3) projects for public entities in New Jersey within the past **five (5)** years. Bidders are to complete the section on experience and provide supporting documentation with the bid package.

A. Title of Work/Project: \_\_\_\_\_

Name of School District: \_\_\_\_\_

Name of School Official: \_\_\_\_\_ Title \_\_\_\_\_

Phone Number \_\_\_\_\_ E-Mail \_\_\_\_\_

Date(s) of Project: \_\_\_\_\_

B. Title of Work/Project: \_\_\_\_\_

Name of School District: \_\_\_\_\_

Name of School Official: \_\_\_\_\_ Title \_\_\_\_\_

Phone Number \_\_\_\_\_ E-Mail \_\_\_\_\_

Date(s) of Project: \_\_\_\_\_

C. Title of Work/Project: \_\_\_\_\_

Name of School District: \_\_\_\_\_

Name of School Official: \_\_\_\_\_ Title \_\_\_\_\_

Phone Number \_\_\_\_\_ E-Mail \_\_\_\_\_

Date(s) of Project: \_\_\_\_\_

*(Form continued on next page)*

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

**CONTRACTOR QUESTIONNAIRE/CERTIFICATION--Page 3**

**DISTRICT WIDE ASPHALT AND CONCRETE REPAIR AND NEW WORK ON AN AS NEEDED BASIS**

Bid No. **2026-02**

Bid Date **Tuesday, August 12, 2025**

\_\_\_\_\_  
Name of Business Entity

**References**

**Architects**--List names of architects that you have worked with on projects within the last five (5) years.

Firm

Principal

Phone Number

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\_\_\_\_\_  
Name of Business Entity

**Bank**--List the name of the principal bank with which your Business Entity does business.

Bank

Officer

Phone Number

\_\_\_\_\_

**Trade**--List names of companies within your trade with which your Business Entity does business:

Firm

Principal

Phone Number

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

**CONTRACTOR QUESTIONNAIRE/CERTIFICATION--Page 4**

**DISTRICT WIDE ASPHALT AND CONCRETE REPAIR AND NEW WORK  
ON AN AS NEEDED BASIS**

Bid No. **2026-02**

Bid Date **Tuesday, August 12, 2025**

\_\_\_\_\_  
Name of Business Entity

**CERTIFICATIONS**

• **Debarment/Suspension**

I certify that the entity listed on the form or any person employed by this entity, nor the person’s affiliates, are not debarred or suspended from contracting with a federal government agency, nor debarred or suspended from contracting with the State of New Jersey. The Board of Education will verify the certification by consulting the following.

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov/exclusions)
- Workplace Accountability in Labor List (The WALL)

• **Direct/Indirect Interests**

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

• **Gifts; Gratuities; Compensation**

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

• **Vendor Contributions**

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3 (a) (1-4) concerning vendor contributions to school board members.

• **False Material Representation/Truth in Contracting**

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

\_\_\_\_\_  
President or Authorized Agent

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

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

This document is be submitted with the bid package.

**PUBLIC WORKS CONTRACTOR REGISTRATION  
CERTIFICATION  
Public Works**

**DISTRICT WIDE ASPHALT AND CONCRETE REPAIR  
AND NEW WORK ON AN AS NEEDED BASIS**

Bid No. **2026-02**

Bid Date **Tuesday, August 12, 2025**

It is the determination of the Board of Education that this is a public works project in which the contract amount in total will exceed \$2,000.00 (two thousand dollars); therefore, pursuant to the Public Works Contractor Registration Act -- N.J.S.A. 34:11-56.48 et seq., bidders are to be aware of the following:

No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid for the contract unless the subcontractor is registered pursuant to N.J.S.A.34:11-56.48 et seq. at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid, shall engage in the performance of any public work subject to the contract unless the contractor or subcontractor is registered pursuant to that act.

I certify that our Business Entity understands that the project of the Board of Education requires that all contractors and subcontractors listed in this bid possess a valid Contractor Registration Certificate at the time the bid is received by the Board and furthermore certify that I will provide copies of the valid certificates prior to the award of contract.

Name of Business Entity \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Agent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Title \_\_\_\_\_  
\_\_\_\_\_

Authorized Signature \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

**EQUIPMENT CERTIFICATION**

**DISTRICT WIDE ASPHALT AND CONCRETE REPAIR AND NEW WORK  
ON AN AS NEEDED BASIS**

Bid No. **2026-02**

Bid Date: **Tuesday, August 12, 2025**

In accordance with N.J.S.A. 18A:18A-23, I hereby certify the following.

A) \_\_\_\_\_ (*Name of Business Entity*) owns all the necessary equipment as required by the specifications and to complete the specified public work project.

**or**

B) \_\_\_\_\_ (*Name of Business Entity*) leases or controls all the necessary equipment as required by the specifications and completes the specified public work project.

**PLEASE NOTE:** If your Business Entity is not the actual owner of the equipment, **you shall submit with the bid the following:**

1. A certificate stating the source from which the equipment will be obtained and
2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Business Entity \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

The Board of Education requires that this document be submitted with the bid package.

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

**NON-COLLUSION AFFIDAVIT  
DISTRICT WIDE ASPHALT AND CONCRETE REPAIR AND NEW WORK**

**Bid No. 2026-02**

**Bid Date: Tuesday, August 12, 2025**

I, \_\_\_\_\_ of the City of \_\_\_\_\_

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_

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

I am \_\_\_\_\_ of the \_\_\_\_\_  
Title Name of Business Entity

I am the bidder making the Bid for the above names contract, and I executed the said bid with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, or discussed any or all parts of this bid with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named bid, and that all statements contained in the said bid and this affidavit are true and correct and made with full knowledge that the Board of Education relies upon the truth of the statements contained in the 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/Vendor)**

Subscribed and sworn to: \_\_\_\_\_

**(SIGNATURE OF CONTRACTOR/VENDOR)**

before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

\_\_\_\_\_  
**NOTARY PUBLIC SIGNATURE**

\_\_\_\_\_  
**Print Name of Notary Public**

My commission expires \_\_\_\_\_, \_\_\_\_\_.  
Month Day Year

\*SEAL\*

\*STAMP\*

This document is to be submitted with the bid package.

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

**PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE**

The below affidavit must be submitted with your bid for projects over \$20,000.00, pursuant to N.J.S.A. 18A:18A-32:

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

**NO MATERIAL ADVERSE CHANGE IN QUALIFICATION**

I am \_\_\_\_\_ (*Position in Business Entity*),  
and the bidder for the above-named project. The answers to the following statements are true and correct, and there has been no material adverse change in the qualification information after the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith. I further certify that there is no pending litigation or other action that may jeopardize my rating, status, or contract limits from their current limits.

**NOTICE OF CLASSIFICATION (FORM DPMC 27)**

The Name of the Business Entity \_\_\_\_\_  
is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq. This Classification became effective \_\_\_\_\_

Type of Contract/Trade Classified: \_\_\_\_\_

Classification Approved Amount \$ \_\_\_\_\_

With this bid, I have submitted a copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction.

**TOTAL AMOUNT OF UNCOMPLETED CONTRACTS (DPMC 701)**

The total amount of uncompleted work is \$ \_\_\_\_\_

A copy of the Business Entity's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_ in the Year \_\_\_\_\_.

\_\_\_\_\_  
**SIGNATURE OF NOTARY**

\_\_\_\_\_  
Print Name of Notary

Notary Public of \_\_\_\_\_

State

My Commission Expires: \_\_\_\_\_ -

**SEAL-**

Bid No. 2026-02

The Board of Education requires that this document be submitted with the bid package.

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

## PREVAILING WAGES COMPLIANCE CERTIFICATION

### DISTRICT WIDE ASPHALT AND CONCRETE REPAIR AND NEW WORK ON AN AS NEEDED BASIS

The Board of Education determines that this public works project will total more than \$2,000.00 (two thousand dollars). Therefore, prevailing wage rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

#### **Certification**

I certify that our Business Entity understands that we shall pay all workers a wage rate not less than the published prevailing wage rates for the locality in which the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay its workers prevailing wages in full accordance with the law.

#### **Certified Payrolls—Form MW 562 (6/23)**

I agree to submit certified payrolls to the Board of Education for each payroll period within ten (10) days of the payment of wages. The contractor shall use the New Jersey Department of Labor/Workforce Development **Form MW-562 (6/23)** to certify payroll records. I further understand that the Board of Education will not make any payments if certified payrolls are not received. The Board of Education reminds all contractors of the following.

- **Submission of Certified Payrolls—Online to NJ Wage HUB**

Contractors are required to submit certified payrolls for each payroll period using the online Form MW-562 (6/23) through the *New Jersey Wage Hub*.

- **Reminder to the Contractor**

Submitting Form MW-562 (6/23) online to the New Jersey Wage Hub will NOT satisfy the requirement to submit them to the Board of Education.

#### **Non-compliance Statement**

I understand that if it is found that any worker employed by the contractor or any subcontractor covered by said contract has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Board of Education may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

#### **NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development**

Has the bidder or any person having an “interest” with the bidder been notified by the New Jersey Department of Labor and Workforce Development by a notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the 18 within the last five (5) years?

\* Yes \_\_\_\_\_

No \_\_\_\_\_

\*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the department.

#### **Submission of Certified Payroll Records**

All certified payroll records are to be submitted to the person named below, who is coordinating the activities for the project:

**Nicole C Schoening, CPA, SFO**  
**Mount Olive Township Board of Education**

Name of Business Entity \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

\_\_\_\_\_  
\_\_\_\_\_  
Authorized Agent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This document is to be submitted with the bid package.

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

**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: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

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

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

**Part II** Check the appropriate box

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

**OR**

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

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

Name of Individual or Business Entity	Address

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

**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	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 Mount Olive Township Board of Education is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Mount Olive Township Board of Education to notify the Mount Olive Township Board of Education in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Mount Olive Township Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

---

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

**This statement (form) 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.**

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

**SWORN CONTRACTOR CERTIFICATION; QUALIFICATIONS  
AND CREDENTIALS  
(Bidder's Certification)  
Bid No. 2026-02**

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid on school facilities projects and any subcontractors that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I, \_\_\_\_\_, the principal owner or officer of the business entity, certify that the forging statements are true and our firm has the following qualifications and credentials:

- A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of this certificate is requested to be submitted with the bid but prior to the award of the contract.
- A current, valid Certificate of Authority to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;
- A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;

During the term of the school facilities project, I, as principal owner or officer of the business entity or corporation and the contractor, will have in place a suitable quality control and quality assurance program and appropriate safety and health plan. I certify that, at the time of bidding, the amount of the bid proposal and the value of all of its outstanding incomplete contracts do not exceed the firm's existing aggregate rating limit.

Name of Business Entity \_\_\_\_\_

Name of Owner or Officer \_\_\_\_\_

**Signature of Owner or Officer** \_\_\_\_\_

Notarized before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
**NOTARY PUBLIC SIGNATURE**

\_\_\_\_\_  
Print Name of Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_.  
Month Day Year

**-SEAL-**

**STAMP**

The Board of Education requires that this form be completed and returned with the bid.

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

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

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

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives. It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

Name of Business Entity \_\_\_\_\_

Authorized Agent \_\_\_\_\_

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

The Board requests that this form be submitted with the bid.

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

## EXHIBIT B MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27-1.1 et seq. CONSTRUCTION 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 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade.

### EXHIBIT B (Continued)

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

(Revised: July 2022)

## CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

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

This certification shall be completed, certified to, and submitted to the ANYTOWN Board of Education prior to contract award, except for emergency contracts where submission is required prior to payment.

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

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

PART II – CERTIFICATION OF NON-DEBARMENT: INDIVIDUAL OR ORGANIZATION			
I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>ANYTOWN Board of Education</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <b>ANYTOWN Board of Education</b> to notify the <b>ANYTOWN Board of Education</b> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <b>ANYTOWN Board of Education</b> , permitting the <b>ANYTOWN Board of Education</b> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

### PART III – CERTIFICATION OF NON-DEBARMENT: INDIVIDUAL OR ENTITY OWNING GREATER THAN 50 PERCENT OF ORGANIZATION

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

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

OR

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

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

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	

OR

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

#### Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the ANYTOWN Board of Education is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award the **ANYTOWN** Board of Education to notify the

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

**ANYTOWN** Board of Education in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Board of Education, permitting the **ANYTOWN** Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

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

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

#### Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	---

Name of Business Entity	Physical Address

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

OR

<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
--------------------------	--

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

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
--------------------------	---

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

\*\*Add additional Sheets if necessary\*\*

OR

<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
--------------------------	--

#### Section C – Part IV Certification

I hereby certify that the Organization listed above in Part I, does not own greater than 50 percent of any entity that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the ANYTOWN Board of Education is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the **ANYTOWN** Board of Education to notify the **ANYTOWN** Board of Education in writing

## MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION

---

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 **ANYTOWN** Board of Education, permitting the **ANYTOWN** Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

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

This form is to be completed and returned with the bid.

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION



## Appendix Section

A. Model Performance Bond Form - *Sample*

B. Surety Disclosure Statement and Certification - *Sample*

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

**Model Performance Bond Form**  
N.J.S.A. 2A:44-147

**SAMPLE**

2A:44-147. The bond required by this article shall be in substantially the following form:

"Know all men by these presents, that we, the undersigned as principal and as sureties, are hereby held and firmly bound unto in the penal sum of dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

"Signed this ..... day of ....., 20..... .

"The condition of the above obligation is such that whereas, the above named principal did on the ..... day of ....., 20 ....., enter into a contract with , which said contract is made a part of this the bond the same as though set forth herein;

"Now, if the said ..... shall well and faithfully do and perform the things agreed by ..... to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S.2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.2A:44-143 having a just claim, as well as for the oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

"The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond."

Recovery of any claimant under the bond shall be subject to the conditions and provisions of this article to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

L.1951 (1st SS), c.344; amended [1996, c.81](#), s.6.

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

**Surety Disclosure Statement and Certification**

N.J.S. A. 2A:44-143

***SAMPLE***

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

....., surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, ..... (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

.....  
.....  
.....

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

.....  
.....  
.....

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

.....

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

.....

.....

(4) The amount of the bond to which this statement and certification is attached is \$

.....

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:.....

.....

.....

.....; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

**CERTIFICATE**

(to be completed by an authorized certifying agent

for each surety on the bond)

I ..... (name of agent), as ..... (title of agent) for  
..... (name of surety), a corporation/mutual insurance company/other  
(indicating type of business organization) (circle one) domiciled in ..... (state of  
domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing  
statements made by me are true, and ACKNOWLEDGE that, if any of those statements are  
false, this bond is VOIDABLE.

.....

(Signature of certifying agent)

.....

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

(Printed name of certifying agent)

.....

(Title of certifying agent)

L.1951 (1st SS), c.344; amended [1979, c.408](#); [1989, c.316](#); [1991, c.454](#); 1995, c.38, s.2; [1995, c.384](#), s.1; [1996, c.81](#), s.2.

# **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**



## **TECHNICAL SPECIFICATIONS**

**Nicole C Schoening, CPA, SFO**  
School Business Administrator/Board Secretary

## **Supplemental Specifications**

### **DISTRICT WIDE ASPHALT AND CONCRETE REPAIR AND NEW WORK ON AN AS NEEDED BASIS AWARD OF CONTRACT**

The Board of Education intends to award the contract for the project as follows:

#### **DISTRICT WIDE ASPHALT AND CONCRETE REPAIR AND NEW WORK ON AN AS NEEDED BASIS**

#### **EXPERIENCE**

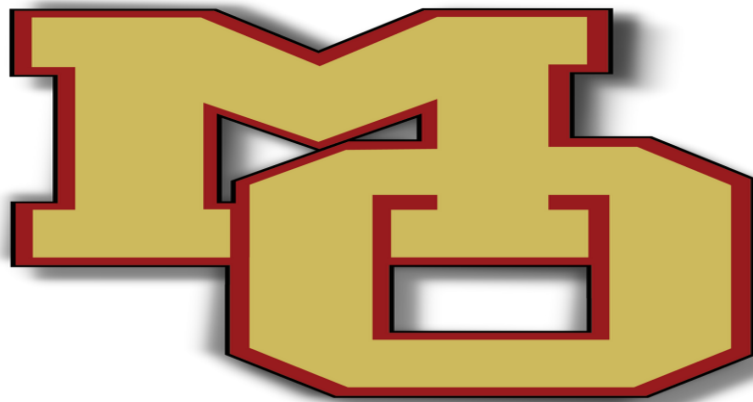
The Board of Education requires evidence from all bidders that they have completed work or projects of a similar nature as outlined in the bid package. Bidders are to provide evidence of satisfactory completion of at least three (3) projects for New Jersey public entities within the past five (5) years.

#### **NUMBER OF WORKING DAYS; TIME OF COMPLETION -- (N.J.S.A. 18A:18A-19)**

The contractor agrees to start work within five (5) days from receipt of notice from the Board to commence work. Failure to commence work within the five (5) day period shall constitute a material breach of contract. The contractor agrees to substantially complete this public works project to the satisfaction of the Board of Education in accordance with the project schedule to be agreed upon by the Board. The district has defined a working day as a calendar day.

The number of working days the district sets may be extended by mutual agreement between the contractor and the district. The mutual agreement shall be in writing and considered an addendum to the contract.

# MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION



## SCOPE OF WORK

**District Wide Asphalt and  
Concrete Repair and New  
Work-on an As Needed Basis**

**Nicole C Schoening, CPA, SFO**  
School Business Administrator/Board Secretary

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

**Bid No. 2026-02 - District Wide Asphalt Concrete Repair and New Work on an As Needed Basis**

Bid Form: All Schools District Wide

PROJECT: District Wide Asphalt and Concrete Repair and New Work on an as needed Basis

OWNER Mount Olive Township Board of Education, Flanders, NJ

DATE \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**BASE BID**

District Wide Asphalt and Concrete Repair and New Work on an as Needed Basis

We, the Undersigned, will furnish all labor, material, equipment, and services necessary for the purchase, delivery, installation and for any and all related work for the above project for the West Orange Board of Education, in strict accordance with the Specifications as furnished by the West Orange Board of Education.

Bid Award: One (1) year contract with a Two (2) One (1) year renewal options.

N.J.A.C.18A:18A-42 Multi Year Contracts

**Method of Award: Year One (1) average hourly rate of a Journeyman's labor for asphalt and concrete work combined.**

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

**Bid No. 2026-02 - District Wide Asphalt Concrete Repair and New Work on an As Needed Basis**

**BASE BID (Year 1) – July 1, 2025-June 30, 2026**

BASE Bid

Includes all labor and parts for equipment

Year One:

Labor Rates:

**Mason Journeyman:**

Straight Time Rate (7:00AM- 5:00PM): \$ \_\_\_\_\_ per hour

Overtime Rate (5:01PM-6:59AM): \$ \_\_\_\_\_ per hour

hour Saturday, Sunday, Holiday Rates: \$ \_\_\_\_\_ per hour

**Asphalt Journeyman:**

Straight Time Rate (7:00AM – 5:00PM): \$ \_\_\_\_\_ per hour

Overtime Rate (5:01PM – 6:59AM): \$ \_\_\_\_\_ per hour

Saturday, Sunday, Holiday Rates: \$ \_\_\_\_\_ per hour

Material

Costs:

% Discount off MSRP/list \_\_\_\_\_

**Method of Award: Year One (1) average hourly rate of a Journeyman's labor for asphalt and concrete work combined.**

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

**OPTION YEAR ONE (1) July 1, 2026 -June 30, 2027**

**BASE BID**

Includes all labor and parts for equipment repairs.

**Year One:**

**Labor Rates:**

**Mason Journeyman:**

Straight Time Rate (7:00AM- 5:00PM): \$ \_\_\_\_\_ per hour

Overtime Rate (5:01PM-6:59AM): \$ \_\_\_\_\_ per hour

Saturday, Sunday, Holiday Rates: \$ \_\_\_\_\_ per hour

**Asphalt Journeyman**

Straight Time Rate (7:00AM- 5:00PM): \$ \_\_\_\_\_ per hour

Overtime Rate (5:01PM-6:59AM): \$ \_\_\_\_\_ per hour

Saturday, Sunday, Holiday Rates: \$ \_\_\_\_\_ per hour

**Material Costs:**

% Discount off MSRP/list \_\_\_\_\_

**MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

**OPTION YEAR TWO (2) July 1, 2027 -June 30, 2028**

**BASE BID**

Includes all labor and parts for equipment repairs.

**Year One:**

**Labor Rates:**

**Mason Journeyman:**

Straight Time Rate (7:00AM-5:00PM): \$ \_\_\_\_\_ per hour

Overtime Rate (5:01PM – 6:59AM): \$ \_\_\_\_\_ per hour

Saturday, Sunday, Holiday Rates: \$ \_\_\_\_\_ per hour

**Asphalt Journeyman**

Straight Time Rate (7:00AM – 5:00PM): \$ \_\_\_\_\_ per hour

Overtime Rate (5:01PM- 6:59AM): \$ \_\_\_\_\_ per hour

Saturday, Sunday, Holiday Rates: \$ \_\_\_\_\_ per hour

**Material Costs:**

%Discount off MSRP/list \_\_\_\_\_

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Federal ID #or Social Security#

# **MOUNT OLIVE TOWNSHIP BOARD OF EDUCATION**

---

## **SCHOOLS AND FACILITIES**

Administration Bldg. 227 Route 206, Suite 10, Flanders, NJ 07836

Chester M Stephens Elementary School 99 Sunset Rd, Budd Lake, NJ 07828

Mountain View Elementary School, 118 Cloverhill Drive, Flanders, NJ 07836

Sandshore Elementary School, 498 Sand Shore Rd, Hackettstown, NJ 07840

Tinc Road Elementary School, 24 Tinc Road, Flanders, NJ 07836

Mount Olive Middle School, 160 Wolfe Road, Budd Lake, NJ 07828

Mount Olive High School, 18 Corey Road, Flanders, NJ 07836

Transportation Department, Drakestown Road, Budd Lake, NJ 07828