

Dr. Lena Edwards Academic Charter School
509 Bramhall Avenue, Jersey City, NJ 07304
Phone: 201-433-5300 Fax: 201-433-0935

Bathroom Rehabilitation Construction Services for Dr. Lena Edwards Academic Charter School - The School Business Administrator/Board Secretary of the Dr. Lena Edwards Academic Charter School, in the County of Hudson, State of New Jersey, by authority of said Board, Request for Proposals for Bathroom Rehabilitation Construction Services. Proposals should be received at School Business Office LLC, located at 158 South Main Street, Hightstown, NJ 08520, up to 10:00 AM prevailing time on Tuesday, May 12, 2026. Specifications are available upon request via the following email address: bids@sboffice.com. You must include the following in the subject line DLEACS – Bathroom Rehabilitation Construction Services. All proposals must be submitted on the form contained in the specifications. Proposals which are not submitted on such form may be rejected. 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 Affirmative Action. The Board of Trustees reserves the right to reject any or all bids

<https://www.drlenaedwardscharterschool.org/>

Dr. Lena Edwards Academic Charter School

Bids Specifications &
General Requirements for:

Dr. Lena Edwards Academic Charter School Restroom Rehabilitation Construction Services Bid

Bid Opening Date: 05/12/2026

Bid Opening Time: 10:00 AM

**Dr. Lena Edwards Academic Charter School
Restroom Rehabilitation Construction Services Bid**

Table of Contents

REQUEST FOR BIDS	3
ETHICS IN PURCHASING	4
BID CHECKLIST	5
GENERAL SPECIFICATIONS	6
BID DOCUMENTS AND REQUIRED DOCUMENTATION	16
APPENDIX	29

REQUEST FOR BIDS

Dr. Lena Edwards Academic Charter School Bid Advertisement

Dr. Lena Edwards Academic Charter School (hereafter known as "The School" or "school" or the "Board") hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A -2 (a,b):

Dr. Lena Edwards Academic Charter School - Restroom Rehabilitation Construction Services Bid Bid Number: Dr Lena Edwards Academic Charter School Restroom Rehabilitation Construction Services

All necessary bid specifications and forms can be received by emailing a request to bids@sboffice.com by 10:00AM on May 12, 2026, or upon written request to:

School Business Office, LLC
158 South Main Street
Hightstown, NJ 08520
E-mail: bids@sboffice.com

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

Title: **Dr. Lena Edwards Academic Charter School
Restroom Rehabilitation Construction Services Bid**
Bid Number: **Dr Lena Edwards Academic Charter School Restroom Rehabilitation Construction
Services**
Name and Address of the Bidder

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

Date: **05/12/2026**
Time: **10:00AM**

The bid opening process will begin on the above date and time. No bids shall be received after the time designated in the advertisement, (N.J.S.A. 18A:18A -21(b)). To arrange hand delivery, please contact School Business Office at the e-mail address above.

PRE-BID MEETING: **A Pre-Bid Meeting is scheduled for April 29, 2026. All with interest in attending this Pre-Bid Meeting must contact the director of Maintenance, Mr. Shefki Brahimi at (201)328-6635 or School Operations Lead, Andrew Elam at (551)247-1050. Additional site visits can be arranged upon request. Scheduling a site visit is strongly recommended.**

SITE LOCATION: **Dr. Lena Edwards Academic Charter School, 509 Bramhall Avenue, Jersey City, NJ 07304.**

All bidders are required to comply with the requirements of N.J.S.A. 10:5 -31 et. seq., Affirmative Action against Discrimination and N.J.A.C. 17:27 et. seq.

Corporate bidders are required by law (Chapter 33, Laws of 1977) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

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

All bidders shall submit with their bid package a copy of the New Jersey Business Registration Certificate as issued by the Department of Treasury of the State of New Jersey. (N.J.S.A. 52:32 -44) The school reserves the right to reject any or all pursuant to N.J.S.A. 18A:18A -2(s), (t), (x), (y), 18A:18A -4(a), 18A:18A -22, and to waive any informalities. The school further reserves the right to take such alternates as they deem appropriate, and in any order that the School feels may be in the best interest of the School.

ETHICS IN PURCHASING

Statement to Vendors

School Responsibility

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

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

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

Vendor Responsibility

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

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

Vendor Certification

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

BID CHECKLIST

Documents to be returned with Bid

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

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

GENERAL SPECIFICATIONS

A. Instructions to Bidders

Bids are to be returned in a sealed envelope to:

School Business Office, LLC
158 South Main Street
Hightstown, NJ 08520
E-mail: bids@sboffice.com

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

Title: **Dr. Lena Edwards Academic Charter School
Restroom Rehabilitation Construction Services Bid**
Bid Number: **Dr Lena Edwards Academic Charter School Restroom Rehabilitation Construction
Services**

Name and Address of the Bidder

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

Date: **05/12/2026**
Time: **10:00AM**

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

PRE-BID MEETING: **A Pre-Bid Meeting is scheduled for April 29, 2026. All with interest in attending this Pre-Bid Meeting must contact the director of Maintenance, Mr. Shefki Brahimi at (201)328-6635 or School Operations Lead, Andrew Elam at (551)247-1050. Additional site visits can be arranged upon request. Scheduling a site visit is strongly recommended.**

SITE LOCATION: **Dr. Lena Edwards Academic Charter School, 509 Bramhall Avenue, Jersey City, NJ 07304.**

Scope of Work

DRAWING LIST

GENERAL

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

ARCHITECTURAL

[illegible]

MECHANICAL

14201	GENERAL NOTES & SYMBOL LIST
14250	PARTIAL FLOOR PLANS - MEDICAL DEPARTMENT
14300	PARTIAL FLOOR PLANS - MEDICAL
14600	SCHEDULES & DETAILS

ELECTRICAI

E-201	GENERAL NOTES & SYMBOLS, B17
E-202	PACINA FLOOR PLANS - ELECTRICAL REDUCTION
E-203	PACINA FLOOR PLANS - POWER
E-204	PACINA FLOOR PLANS - LIGHTING

DR. LENA EDWARDS ACADEMIC CHARTER SCHOOL

MAIN BUILDING RESTROOM REHABILITATION

509 BRAMHALL AVENUE JERSEY CITY, NJ



08/28/2023 - ISSUED FOR BID - NOT FOR CONSTRUCTION

ARCHITECT



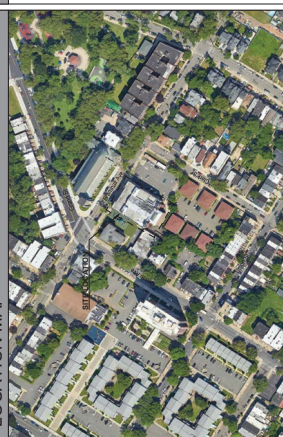
**PAULUS SOKOLOWSKI AND
SARTOR ARCHITECTURE AND
ENGINEERING, PC**

3 MOUNTAINVIEW RD.
WARREN, NEW JERSEY 07059
732-960-9700
WWW.P.SANDS.COM

STRUNK-ALBERT
ENGINEERING

804 SEVENBRIDGE ROAD
EAST STROUDSBURG, PA 18301
570-421-2025
www.drunkshirts.com

LOCATION MAP



CODE DATA

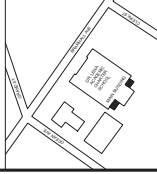
BUILDING DESIGN IS BASED ON THE FOLLOWING CODES:

THE FOLLOWING SUBCODES HAVE BEEN ADOPTED BY THE NEW JERSEY UNIFORM CONSTRUCTION CODE (NAC 523):

HISTORIC BUILDING:	NEW JERSEY ADMINISTRATIVE CODE 5.23 SUBCHAPTER 6
BUILDING:	2021 INTERNATIONAL BUILDING CODE, NEW JERSEY EDITION
MECHANICAL:	2021 INTERNATIONAL MECHANICAL CODE
PLUMBING:	2021 NATIONAL STANDARD PLUMBING CODE
ELECTRICAL:	2021 NATIONAL ELECTRICAL CODE (NFPA 70)
ENERGY:	ASHRAE 90.1 - 2019

[illegible]

ORIENTATION / KEY PLAN



CLIENT

DR. LENA EDWARDS
ACADEMIC CHARTER
SCHOOL

609 BRADSHALL AVENUE



PS&S ARCHITECTURE &
ENGINEERING, P.C.

[illegible]

Daniel J. Balto
Registered Architect - New Jersey
License no. 21A101280-400

SIGNATURE

DATE

MAIN BUILDING
RESTROOM
REHABILITATION

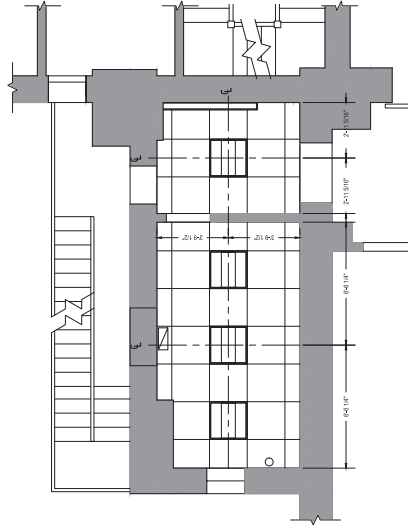
SHEET TITLE

PROJECT NO.: 06728.0005
SCALE: AS SHOWN
DATE: 8/28/2023
DRAWN BY: LG
CHECKED BY: SWF
SHEET 1 OF 9
SHEET NO.

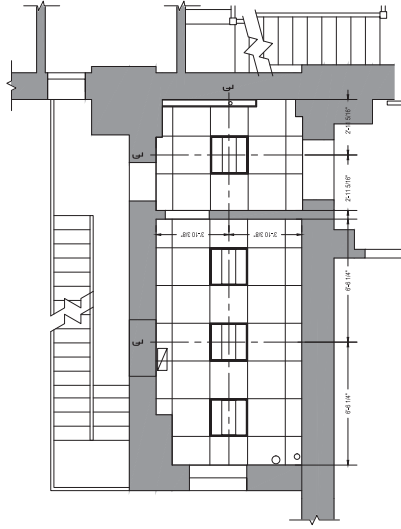
G-001

08/25/2023 - ISSUED FOR BID - NOT FOR CONSTRUCTION

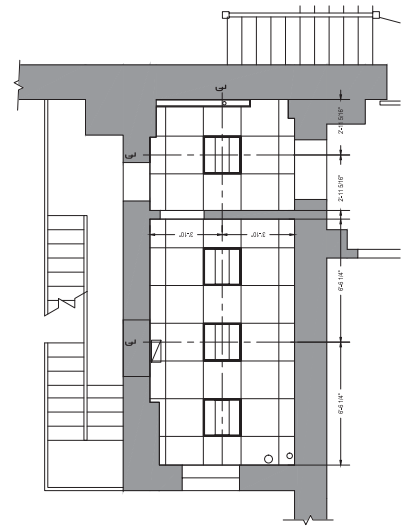
[illegible][illegible][illegible][illegible]



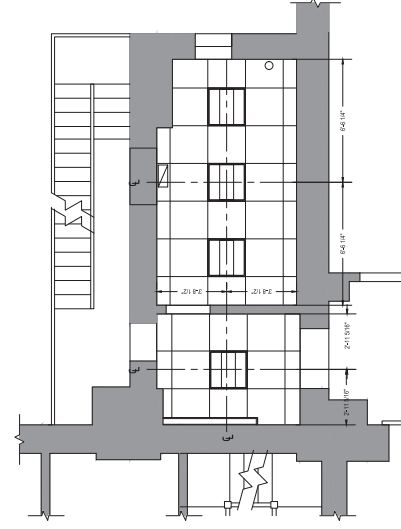
3RD FLOOR GIRLS BATHROOM - REFLECTED CEILING PLAN



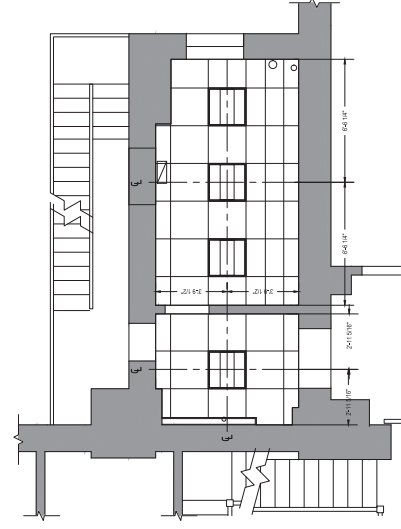
2ND FLOOR GIRLS BATHROOM - REFLECTED CEILING PLAN



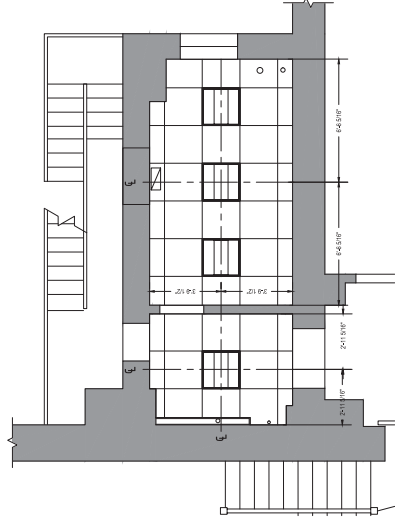
1ST FLOOR GIRLS BATHROOM - REFLECTED CEILING PLAN



3RD FLOOR BOYS BATHROOM - REFLECTED CEILING PLAN



2ND FLOOR BOYS BATHROOM - REFLECTED CEILING PLAN

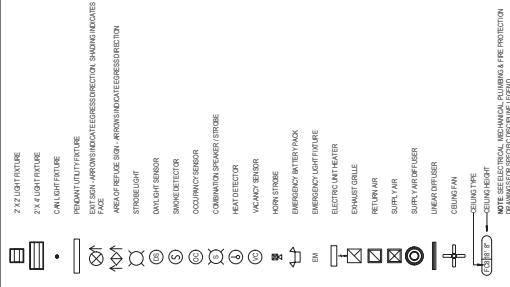


1ST FLOOR BOYS BATHROOM - REFLECTED CEILING PLAN

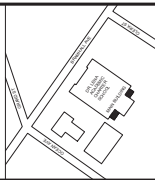
CEILING TYPE

Ct	2 X 4 ACOUSTICAL CEILING TILE; GENERAL PURPOSE USF
----	---

CEILING PLAN LEGEND

[illegible]

ORIENTATION / KEY PLAN



DR. LENA EDWARDS
ACADEMIC CHARTER
SCHOOL

[illegible]

Daniel J. Balto
Registered Architect - New Jersey
License no. 21A101280-400

SIGNATURE _____
DATE _____

SHEET TITLE

REFLECTED CEILING
PLANS
(1ST-3RD FLOOR)

PROJECT NO.: 00728.0005
SCALE: AS SHOWN
DATE: 8/28/2023
DRAWN BY: LG
CHECKED BY: SMF
SHEET 9 OF 9
SHEET NO.

PROJECT SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes, but is not limited to, the following:
 - 1. Work Sequence.
 - 2. Contractor's Construction Schedule Submittal.
 - 3. Contractor's use of premises.
 - 4. Owner Occupancy.

1.2 WORK SEQUENCE

- A. Project Start: Commence construction activity at the site as soon after contract award as required to comply with specified Construction Schedule, unless otherwise specified in Construction Schedule below.
 - 1. Schedule material deliveries to correspond with starting dates so that materials are on site on required start date.
 - 2. The ordering of equipment and the expediting of delivery of such is the responsibility of the Contractor.
 - 3. As soon as possible after signing this contract, the Contractor shall place orders for materials and equipment necessary to complete this contract after submittals have been reviewed and approved by the Architect or Engineer.
 - 4. Color Selection: Within 30 days after contract award, submit complete list of proposed manufacturers and complete product designations (i.e. model, grade, series, product line, etc.) for each item requiring color selection by Architect.
- B. Contractor shall coordinate his work scheduling with other sub-contractors and utility companies and shall be responsible for maintaining work continuity. No claims for delay will be considered when said claims are based on physical or schedule interferences with sub-contractors, or when Owner caused interferences require this Contractor to temporarily relocate his working area to another portion of the contract space.
- C. Provide a workforce adequate in number to complete the project in the proper time and in the proper sequence in order to allow all other work to proceed without delay.
- D. If the completion of the job is unnecessarily delayed because of the failure of the Contractor to properly execute the work or ordering of material, he shall be required to install, at his own expense, any temporary work required by the Owner to maintain the project completion schedule.
- E. Coordination:
 - 1. Schedule all construction activities at Site with Owner's Representative, to avoid, to maximum extent, interference with Owner's operations and to meet specified completion dates. It is responsibility of the Contractor to meet the Construction Schedule within Owner's Schedule.
 - a. Coordinate construction activities through the Owner's Representative with the Owner's calendar issued by Owner to the Contractor to avoid interference with Owner's schedule / process and operations within building.
 - b. Review Contract Document requirements in relationship to requirements for other Contractors and Owner's Schedule.
 - 2. Coordinate all interruptions of building services, shut-down of building systems or testing of building systems, through the Owner's Representative, and obtain, through the Owner's Representative, written approval of proposed schedule for interruptions, shut-down or testing from Owner. A minimum of 72 - hour advanced notice from the contractor

to the owner is required for all service turnovers and shutdowns. Owner will approve or disapprove of the request with comments as required.

- a. If, in Owner's opinion, any such interruption or shut-down will affect life safety of building occupants or educational program, the scheduled interruption or shut-down shall be adjusted to a time acceptable to Owner, at time when classes are not in session, or after normal working hours. Coordinate all changes through the Owner's Representative.
- b. Owner will not make extra payment for overtime outside normal working hours required by any such interruption or shutdown. If the Contractor requires overtime, they shall do so at their cost and shall be responsible for extra costs incurred by their Subcontractors as a result.
- c. Ensure all equipment, fittings, pipes, and similar items required are available before interrupting or shutting-down existing systems.
- d. Notify all inspectors and representatives of utility companies, township, county, etc...., officials, Owner's Representative, Architect, Owner, and similar parties by letter in advance of required changeovers, tie-ins, removals, and similar operations.

F. Construction Schedule:

1. Refer to "Project Milestone Schedule" Attachment #1
2. Provide Graphic Schedule (Bar Graphic) as required by Owner using a Scheduling System acceptable to the Owner.
3. Provide a Submittal Schedule with anticipated dates for Product Submission and coordinate dates with Construction Schedule. Refer to Division 01 – Submittals for more information.
4. Overlap contractor's workflow schedule over the project schedule to identify conflicts and areas requiring further resolution in scheduling.
5. Provide phasing sequence schedule with graphic plans denoting limits of work areas and start and finish dates by work area.
6. Preparation and completion of Coordination Shop Drawings shall be provided and reflected in the progress schedule.
7. Provide monthly updates as required by Architect and Owner; or more frequently as requested by the Architect and Owner.

1.3 CONTRACTOR'S CONSTRUCTION SCHEDULE SUBMITTAL

- A. Contractor shall prepare a Construction Schedule submittal in accordance with the General Conditions and contract documents for the entire amount of Work in his Prime Contract in accordance with the following requirements:
1. The Contractor shall prepare a Project Progress Schedule in the form of a graphic Planning Scheduling System, for coordinating and controlling the Project Work. The Contractor shall be responsible for the overall coordination of the Project Work and updating of the schedule to illustrate the current rate of Project Progress. This will be performed on a monthly basis as a minimum, or more frequently as requested by the Owner.
 2. Submit (4) copies of the initial schedule and each revision to the Owner's Representative and Owner for their use.

1.4 CONTRACTOR USE OF PREMISES

- A. Access to Building - Contractor: Schedule all construction activities with Owner through the Owner's Representative to allow Owner's full use of building areas and systems for normal educational process.

1. Owner acknowledges Contractors will require access to Owner-occupied spaces, areas, rooms, and systems, and intends to cooperate where practical in making rooms and systems available for construction activities. Follow Owner's protocols for building access including sign in and out procedures.
 2. Notify Owner's Representative in advance of any requirements for access to the existing building while the space is occupied or outside normal working hours and days.
 3. Contractors Personnel shall always produce and wear ID Badges while on site. ID Badges must have Company Name, Photo ID, and individuals Name.
- B. Building Security: Owner will maintain building security at all times for their sole benefit. The Contractor retains full responsibility for security and protection of Work and equipment of his Contract until final acceptance by Owner.
- C. Maintenance of Building Circulation and Exits: Maintain circulation corridors, exits, and exit stairs unobstructed from equipment and materials, except in areas of construction activity enclosed by temporary partitions. Egress plans must meet the approval of the local code official.
- D. "Noise" shall be defined as the noise generated from any power equipment, any power machine, or the noise created by providing blunt force to an object from another object. Contractor shall keep "Noise" to a minimum during occupancy times that may be disruptive to the Owner use of the building.
- E. Contractor's personnel are not to engage with any activities with the students, staff or other School employees unless duly authorized to do so in writing by Owner. Contractor's personnel are to wear uniforms whenever possible. All contracted personnel are required to wear identification badges identifying the individual and the firm for which they are employed. Contractors shall assume full responsibility for the actions of all personnel in their employ. Contractors shall maintain proper supervision of the work in progress at all times.
- F. All personnel used by the Contractor for the performance of this work shall be properly trained and qualified for work of this type and shall have at least the minimum ability and experience for his classification. Owner reserves the right to refuse to accept services from any personnel deemed by Owner or its representative to be unqualified, disorderly, or unable to perform assigned work. The Contractor shall provide evidence of qualifications for any personnel performing work under contract upon request.
- G. Owner (and/or Owner's Representatives) reserves the right to direct the removal from the site of any person, equipment and/or entity which displays inappropriate behavior, including but not limited to, alcohol consumption, drugs, fighting, intimidating or disruptive behavior, vandalism, theft, improper storage, illegal acts, unfit persons, etc.
- H. Construction Personnel:
1. Contractor will need to provide Within five (5) days of receipt of "Notice to Proceed" an approved background check from an approved testing agency directly to the Owner for all construction personnel. Approved NJ School background check agency is "IdentoGO" by MorphoTrust USA. <https://nj.ibtfingerprint.com/>
 2. Contractor is required to provide background checks performed within the last year on all personnel who will be working on the project for Owner's review and acceptance.
 3. No employee of a contract service provider shall commence work at a school facility without having first obtained an approval for employment from the Office of Student Protection (OSP).
 4. Approvals for employment for these types of contracted employees shall be maintained with the Contractor's liaison, with copies forwarded to the Superintendent's Office.
 5. Construction personnel will be required to have a picture ID and approved background check to receive a construction badge allowing them to perform work on-site. Driver's license and State issued ID are examples of approved picture IDs.
 6. Construction personnel will be required to sign in and out with the school's Director of Security and Director of Maintenance and follow all access requirements as directed by the school. All access must be scheduled and coordinated in advance with the Owner.
 7. All Contractor Employees shall wear construction badges at all times while on-site, NO EXCEPTIONS.

1.5 OWNER OCCUPANCY

- A. Normal School Year: Owner intends to maintain full educational program during the normal school year throughout duration of Project, and will make full use of buildings and sites, unless otherwise specified.
1. School and special activities will be conducted within buildings and on site after regular school hours and on weekends during the normal school year.
 2. The buildings will be used for day and afterschool activities during the school year.
 3. The Contractor shall maintain free access for Owner's personnel to building and site areas not scheduled for alteration or dimensional change. Refer to "Project Milestone Schedule."
 4. Owner's personnel will perform normal custodial and maintenance services for building areas and systems not involved in construction activities, unless otherwise indicated. Safe access and egress to and from the building will be provided.
 5. The School Building(s) will not be used for public voting.
 6. It shall be understood that the surrounding buildings and property will be partially occupied and utilized during the period of this construction. No spaces or buildings will be without heat, ventilation, power, or other services without the prior approval of Owner. The building involved in this project is on a public-school site and will be occupied with staff and students. At times when the school is in session, there will be morning drop-offs and afternoon pick-up by buses and cars. Contractor must coordinate deliveries and the construction process around these and other school activities. Contractor is responsible for communicating construction activities on site, daily, with the Owner to schedule construction activities and occupancies around areas under construction.
 7. **The Owner is responsible to pay for custodial time (to open and close the building) if the Contractor needs to work outside the designated work hours to meet the project schedule or to avoid interference with Owner operations, and access to existing facilities is needed.**
- B. Summer School:
1. Summer School Schedule, 1st, 2nd, and 3rd floor occupancy: July 6, 2026 through July 31, 2026, 8:00AM – 3:30PM.
 2. Trinity Child Care Center: Basement occupancy: July 6, 2026 through August 14m 2026.
 3. Summer School is scheduled during construction duration at the building Contractor to adjust the construction schedule around owner occupancy needs.
 4. For the Summer, the Owner will have a skeleton staff of Administrators and Custodians on site when a summer session is not active in the building.
 5. The School may require summer work for maintenance, Contractor to work the construction schedule around the Owner's occupancy needs.
 6. The contractor is required to provide a clear, free, and accessible route to access and exit the spaces affected by the work activities and identified by the Owner, Architect, and Code official. Contractor is to keep all exit access paths and exit doors in the building clear of any obstructions. This will include all temporary measures, including but not limited to, temporary partitions, temporary utilities and services, ramps, walks, guards, hardware, doors, and lighting / electrical systems.
 7. The Contractor shall coordinate work activities around the Owner's occupancy dates to prevent noise and disruption to the Owners activities. The Contractor shall always maintain clear access and egress for buildings involved in this Project.
 8. School building work hours:
 - a. June:
 - 1) Workdays Monday thru Friday Daytime hours - 8:00AM thru 4:00PM.
 - 2) Saturday Daytime hours - 10:00AM thru 3:00PM.
 - 3) Sunday (limited basis upon request and approval of Owner).

- b. July:
 - 1) Workdays Tuesday thru Friday Daytime hours - 8:00AM thru 4:00PM.
 - 2) Saturday Daytime hours - 10:00AM thru 3:00PM.
 - 3) Sunday (limited basis upon request and approval of Owner).
- c. August and September:
 - 1) Workdays Monday thru Friday Daytime hours - 8:00AM thru 4:00PM.
 - 2) Saturday Daytime hours - 10:00AM thru 3:00PM.
 - 3) Sunday (limited basis upon request and approval of Owner).
- d. Building Work hours:
 - 1) Maintenance staff hours at the facilities are 8:00AM to 6:00PM for the school year (M-F).
 - 2) Maintenance staff hours at the facilities are 8:00AM to 6:00PM for the summer (M-F).
 - 3) Contractor will propose adjustments to this schedule which will be considered, approved, or denied by the Owner upon request.

9. **The Owner will not pay for overtime to the contractor for work performed during after school hours or weekends / holidays in the summer session or during the school calendar year.**

If work progresses into the school year, the contractor will be required to work during after-school hours (work performed Monday thru Thursday 4:00PM to 6:00PM and Fridays 2:00PM to 6:00PM; will be performed at no additional cost to the Owner. Weekends (Sat 10:00AM to 3:00PM and Sun) can be scheduled for work with a minimum of 72-hour advanced notice to the Owner. Weekend hours will be performed at no additional cost to the Owner. The Owner will not pay for overtime to the contractor for work performed during after-school hours or weekends and holidays.

1.6 TIME OF COMPLETION – MILESTONE DATES:

- A. Refer to Attachments for a list of interim milestone events and associated completion dates of each portion of the work. The Contractor is responsible for meeting these milestone dates and is responsible to maintain the schedule as established in the Bid Documents. The Contractor will provide progress updates to the project schedule as specified.
- B. All work of the base bid must be substantially complete by the date(s) outlined in Attachment 1. This includes all testing, start-up, construction/restoration work, removal and proper disposal of old material, final clean-up, and submission of final closeout documentation.
- C. The contractor acknowledges by submission of a bid proposal that he / she has been advised of the allowable work schedule and will make no claim for acceleration based upon the completion date and work schedule. TIME SHALL BE OF THE ESSENCE.
- D. If Work is not complete by the Substantial Completion date, or if the entire project is not completed by the time required by the schedule, Owner reserves the right to terminate the Contract and have the work completed by others at the expense of the Contractor.
- E. The contractor agrees to substantially complete this project to the complete satisfaction of the Owner by the stated contract substantial completion date or within the number of working days specified in the contract.

1.7 LIQUIDATED DAMAGES

- A. For each milestone identified by the Contractor in their schedule that is missed, or if the project is not completed by the Substantial Completion date, the Contractor will be liable, as liquidated damages, and not as penalty, the sum as indicated in the Bidding Documents as provided by the Owner.
- B. If the Punch List & Closeout phase is not complete by the time required by the schedule, the Contractor will be liable, as liquidated damages, and not as a penalty; the same established sum per day for each calendar day the project is not completed.
- C. The Owner may assess liquidated damages by deducting the amount from monies which may

- be due or become due to the contract.
- D. Since the actual damages suffered by the Owner are incapable of precise calculation, the Bidder agrees that the foregoing amount is a fair and reasonable method of measuring the damages suffered by the Owner for each calendar day the project is delayed.

PART 2 – PRODUCTS - NOT USED.

PART 3 – EXECUTION - NOT USED.

END OF SECTION

ATTACHMENT #1
PROJECT MILESTONE SCHEDULE
Dr. LENA EDWARDS ACADEMIC CHARTER SCHOOL
MAIN BUILDING RESTROOM REHABILITATION

TASK	MILESTONE DATE
BIDDING	
Start of Bidding	April 23, 2026, Thursday
Pre-Bid Meeting Contact Director of Maintenance, Mr. Shefki Brahimi at C: 201-0328-6635 or Mr. Andrew Elam at C: 551-247-1050 for a site visit. Additional site visit up request.	April 29, 2026
Estimated Addendum #1	April 30, 2026, Thursday
Last Date for Contractor Questions	April 29, 2026, Wednesday
Bid Opening at the Board Office	May 12, 2026, Tuesday, 10:00 AM
School - Board Meeting to Award – Estimated	May 26, 2026, Tuesday
Estimated Award / Notice to Proceed (NTP)	May 27, 2026, Wednesday
Permit	June 26, 2026 or earlier
Mobilize on Site	June 26, 2026
Base Bid: Dr. LENA EDWARDS ACADEMIC CHARTER SCHOOL - MAIN BUILDING RESTROOM REHABILITATION	<ul style="list-style-type: none"> - <u>1st Floor Girls/Boys Toilet Rooms:</u> Rehabilitation scope of work completed first. Once 1st Floor Girls/Boys Toilet Rooms is substantially complete, contractor to commence work on 2nd Floor Girls/Boys Toilet Rooms. Estimated Completion July 17, 2026. - <u>2nd Floor Girls/Boys Toilet Rooms:</u> Rehabilitation scope of work completed second. Once 2nd Floor Girls/Boys Toilet Rooms is substantially complete, contractor to commence work on 3rd Floor Girls/Boys Toilet Rooms. Estimated Completion August 7, 2026. - <u>3rd Floor Girls/Boys Toilet Rooms:</u> Rehabilitation scope of work completed last. Sustainingly completion date: date September 1, 2026. Estimated Completion August 28, 2026. - A minimum of (1) one Girls Toilet Room and(1) one Boys Toilet Room MUST be substantially completed by September 1, 2026. (1st floor preferred)

Notes:

1. Contractor to coordinate the project schedule, completion dates, and phasing plan with Owner occupancy, and the school calendar.
2. Refer to milestone schedule for more information.
3. Before work commences on site, all work activities must be coordinated by the contractor with the Owner.
4. Before demolition of existing construction, the Contractor must have ordered and have received delivery of materials. Contractor to report delivery dates to the Owner with monthly schedule updates.

ATTACHMENT #1

Dr. LENA EDWARDS ACADEMIC CHARTER SCHOOL MAIN BUILDING RESTROOM REHABILITATION	
All materials & equipment must be on site before the start of demolition & installation work sequence. The Owner will allow work to be performed during after-school hours, school breaks and holidays, this must be approved in advance. Work must be started and finished daily or during the break duration including start-up, cleaning, and ready for occupancy. Contractor to provide a minimum of 5-days' advanced notice requesting work during these times to obtain Owner review & approval. Contractor to compensate school for janitorial services performed outside of normal business hours to open and close building.	
TASK	MILESTONE DATES
Estimated Last day of School	June 30, 2026, Tuesday
Estimated Award / Notice to Proceed (NTP)	May 27, 2026, Wednesday
Mobilize on Site	July 1, 2026, Wednesday
Insurance & Bonds Complete	Ten days after award / NTP
Contractor Assigned Staff Names for Approval / Submit Progress Schedule / Submit MEP Coordinator Schedule / Pre-Con Mtg.	Fifteen days from Award / NTP
Construction Progress Schedule & Prog Report & Submittal Schedule – Submit Monthly	Monthly Update – Approx 1 st of month submit w/ pencil copy
Product List for Color Selection Complete	Thirty Calendar days from Award / NTP
Shop Drawing / Submittals / Coordination Shop Drawings – Submitted & Complete	Min (30) Calendar days from award. No later than June 26, 2026.
Written Sub-Contracts Complete	Fifteen Calendar days from Award / NTP
Schedule of Values Complete	Fifteen days from Award / NTP
GC Submit Field Activity Reports	Weekly Submission - Friday unless otherwise noted or, Submit with monthly pencil copy.
GC submit Digital Photos Via Electronic Delivery	Weekly Submission - Friday unless otherwise noted or, Submit with monthly pencil copy.
Permits	No later than June 26, 2026 or Earlier
Mobilization Complete	No later than June 26, 2026 or Earlier
All Major Equipment Delivered for Installation	No Later than July 15, 2026 or Earlier
Demolition Work	July 2026 or Earlier if permitted by School Coordinate around school occupancy schedule
Overall Work Schedule	<ul style="list-style-type: none"> - <u>1st Floor Girls/Boys Toilet Rooms</u>: Rehabilitation scope of work completed first. Once 1st Floor Girls/Boys Toilet Rooms is substantially complete, contractor to commence work on 2nd Floor Girls/Boys Toilet Rooms. Estimated Completion July 17, 2026. - <u>2nd Floor Girls/Boys Toilet Rooms</u>: Rehabilitation scope of work completed second. Once 2nd Floor Girls/Boys Toilet Rooms is substantially complete, contractor to commence work on 3rd Floor Girls/Boys Toilet Rooms. Estimated Completion August 7, 2026. - <u>3rd Floor Girls/Boys Toilet Rooms</u>: Rehabilitation scope of work completed last. Sustainingly completion date: date September 1, 2026. Estimated Completion August 28, 2026. - A minimum of (1) one Girls Toilet Room and(1) one Boys Toilet Room MUST be substantially completed by September 1, 2026. (1st floor preferred)
Work Completed – Perform Punch List & Substantial Completion	September 1, 2026 – Tuesday or Earlier

Start of School	September 8, 2026
Complete Punch List Work	September 21, 2026 – Monday or Earlier
Closeout Complete	30-Days from issuance of substantial completion / punch list

Notes:

1. The award date noted is an "Estimated" date, the Owner has 60 days from the bid opening to award.
2. Work is to be coordinated with the Owner's Schedule.
3. Contractor to provide graphic phasing plans to support the schedule of work for the building work areas (including site plan / floor plan) to represent site-specific work activities.
4. Contractor to update schedule and phasing plans monthly and submit with pencil copy, unless otherwise required by Owner.
5. The dates and sequences noted are estimated dates and need to be coordinated with the School's final Calendar once published. The contractor is required to submit and provide a project schedule and supporting plans (phasing plans) with milestone dates for all portions of the work to meet the completion date of the project site and overall final completion.
6. Contractor will coordinate all work activities, sequence of work including start and finish dates to meet the completion date of the project.
7. Contractor is to adjust their manpower requirements to meet the substantial completion date noted.
8. A single substantial completion / punch list will be performed in one visit by the design professional for the Project. A/E will perform a punch-list once they are notified by the contractor (in writing) that work is complete and ready for punch-list in.

ATTACHMENT #2

Dr. LENA EDWARDS ACADEMIC CHARTER SCHOOL 2025-2026 (see below) and 2026-2027 SCHOOL CALENDARS

Dr. Lena Edwards Academic Charter School | 2025-2026 CALENDAR rev. 1.30.26

AUGUST '25						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

8/27- 8/29 – Teacher PD

FEBRUARY '26						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

6 – MP2 Report Cards Available on Genesis
16 – Presidents' Day- No School

19 Days

SEPTEMBER '25						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

9/1- No School
9/2- First day of school for students
9/2-9/5- 12:45 Dismissal for students
9/11- Back-To-School Night

21 Days

MARCH '26						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

3- MP3 Progress Reports Distributed

22 Days

OCTOBER '25						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

9 – MP1 Progress Reports Distributed
13- Columbus Day-No School

22 Days

APRIL '26						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

2- MP3 Ends
2- 12:45 Dismissal – No Aftercare
3-10- Spring Break No School
13- MP 4 Begins
23- Parent/Teacher Conference - Report Card Distribution
16 Days

NOVEMBER '25						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

5- 12:45 Dismissal No Aftercare
6-7- N.E.A. Convention - No School
10- Veteran's Day Observance- No School
11- MP 2 Begins
20- 12:45 Dismissal- Parent/ Teacher Conf & Report Card Distribution
26- 12:45 Dismissal
27- Thanksgiving Day No School
28- No School
15 Days

MAY '26						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

15- MP4 Progress Reports Distributed

25 – Memorial's Day-No School

20 Days

DECEMBER '25						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

18- MP2 Progress Reports Distributed
23- 12:45 dismissal No Aftercare
24- No School
25 Christmas Day-No School
26- 31- Winter Break, No School
17 Days

JUNE '26						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

19- Juneteenth No School

25 – Kindergarten Graduation
26 – 8th Grade Graduation
30 – Last Day of School

21 Days

JANUARY '26						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

01 -02 Winter Break- No School
19- M.L. King Day- No School
23- MP 2 Ends
26-27 – Snow Days

17 Days

JULY '26						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

04 Independence Day

2026-2027 School Calendar will be issued by the School once it is available.

**Dr. LENA EDWARDS ACADEMIC CHARTER SCHOOL
BOARD MEETING DATES**

Fourth Tuesday of Every Month

Board Caucus 5:30 pm, Meeting 6:00 pm

509 Bramhall Avenue
Jersey City, NJ 07304

Dates may be verified using the Dr. LENA EDWARDS ACADEMIC CHARTER SCHOOL website.

<https://www.drlenaedwardscharterschool.org/>

Scheduled Board Dates for 2026:

School - Board Meeting Dates will be issued by the School once they are available.

B. AFFIRMATIVE ACTION REQUIREMENTS

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

- Appropriate evidence that the contractor is operating under and existing federally approved or sanctioned affirmative action program; or
- A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of bid. However, the School will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et. seq.

C. AMERICANS WITH DISABILITIES ACT

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

D. ARBITRATION

All matters in dispute other than those set forth above shall be submitted to arbitration at the request of either party to the dispute and the decision of the arbitrators shall be final and conclusive. Any demand for arbitration shall be made within a reasonable time after the dispute has arisen but in no case shall the demand be made later than the time of final payment.

E. BID PRICE GUARANTEE - Sixty (60) Days

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

F. BID PRICES

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

G. BID PROPOSAL FORM

All bids are to be written in by computer 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. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries carefully.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the bid form. ***Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid.*** If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

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

By submitting a proposal, the bidder covenants that s/he has carefully examined the contract documents, addenda, if any, and the site; and that from his/her investigation, s/he has satisfied themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and

that as a result of such examination, he fully understands the intent and purpose thereof, his obligations hereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

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

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

H. BIDDERS RESPONSIBILITY FOR BID SUBMITTAL

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

I. BRAND NAME OR EQUIVALENT

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

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

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

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

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B -1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

K. 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 purchasing agent no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the school or the award of a contract.

L. COMPLIANCE WITH ALL LAWS WHERE APPLICABLE

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects. Contractor is to comply with the New Jersey State Uniform Construction Code. Contractor is to obtain local municipal building permit and pay for same. Contractor is to abide by local inspection requirement.

M. CONTRACTS

Award of Contract, Rejection of Bid(s)

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

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 school may award the contract to the vendor whose response, in the discretion of the school, is the most advantageous, price and other factors considered.

Return of Contracts and Related Contract Documents - REQUIRED

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

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

The executed contracts and related documents shall be returned to:

School Business Office, LLC
158 South Main Street
Hightstown, NJ 08520
E-mail: bids@sboffice.com

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

Renewal of Contract; Availability and Appropriation of Funds

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

Term of Contract

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

Purchase Order Required; Notice to Proceed

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

N. DELETION OF BIDDERS FROM BIDDERS LIST

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

O. DELIVERY

FOB Destination, Freight Prepaid - The successful bidder, to whom the contract is awarded, retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to the school upon delivery and ownership by the school; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The school recognizes two (2) types of delivery:

Inside Delivery

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

Spotted Delivery

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

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

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

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

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

Specific delivery instructions are provided in the General Specifications.

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

Delivery Guarantee

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

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

P. DOCUMENTS, MISSING/ILLEGIBLE

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

Q. DOCUMENTS, SIGNATURES

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

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

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

*Please check your bid package for these forms.

R. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

S. FALSE MATERIAL REPRESENTATION - N.J.S.A. 2C:21-34-97(b)

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

T. FORCE MAJEURE

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

cannot be overcome by due diligence.

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

U. INDEMNIFICATION

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

V. INSURANCE

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

- Comprehensive general liability - include coverage of \$1,000,000 general aggregate and per incident, which shall also include products liability
- Worker's compensation and employer's liability - \$500,000 policy limit and \$500,000 each accident/employee shall be named an additional insured on all required insurance policies.
- Automobile Liability Insurance - This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.
- The contract of insurance shall provide for notice to The School of cancellation of insurance policies thirty (30) days before such cancellation to take effect.
- A Certificate of Insurance shall be furnished to The School as part of this response.

Important:

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

"The School is named as an additional insured"

The Contractor shall at all times hold and save harmless the school and the agents, representatives, and employees of the school against any and all suits, claims, costs, charges, and expense by reason of any damages or claims for damages arising from the negligence of the contractor, his agents, representatives and employees. The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

W. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the Purchasing Agent and must be received at least ten (10) days prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the bidders by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

X. LIABILITY - COPYRIGHT

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

Y. LIQUIDATED DAMAGES

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

Z. NON-COLLUSION AFFIDAVIT

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

AA. PAYMENTS

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

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

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the school, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The school may, at its discretion make partial payments. All payments are subject to approval by the school at a public meeting. Payment may be delayed from time to time depending on the school meeting schedule.

Invoices

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the purchase order number from the school.
- The invoice must have the company's invoice number that may be used as a reference.
- The invoice must list the goods or services rendered.
- The invoice must be submitted to the School Business Administrator or designated personnel.
- Invoices must be submitted within thirty (30) days of service.

Payment, prompt (Optional Discount)

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

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

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

- Signed voucher by vendor
- Invoices
- Packing Slips
- Certification of completion of project

Example:

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

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

BB. POLITICAL CONTRIBUTIONS DISCLOSURE - REQUIREMENTS

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

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

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

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

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

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

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

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

CC. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT - PAY TO PLAY

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2006 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

DD. QUALIFICATION OF BIDDERS

Contractor Questionnaire Certification Form

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

EE. REFERENCES

Bidders are required to supply a minimum of three (3) references from current or past clients in its bid package with up to date contact information for each reference.

FF. RIGHT TO KNOW LAW

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

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

GG. STOCKHOLDER'S DISCLOSURE

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

HH. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

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

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

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

In cases of subcontracting, the school shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The school shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non -payment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

II. TERM OF CONTRACT

The successful 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 agreed upon. The contract will not contain automatic renewal provisions.

JJ. TAXES

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

KK. TERMINATION OF CONTRACT

If the school 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 school shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

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

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

LL. WITHDRAWAL OF BIDS

Before The Bid Opening

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

After The Bid Opening

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

BID DOCUMENTS AND REQUIRED DOCUMENTATION

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

AFFIRMATIVE ACTION QUESTIONNAIRE

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

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

_____ YES _____ NO

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

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

_____ YES _____ NO

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

3. If you answered NO to both questions above, please obtain an affirmative action Employee Information Report (AA-302). Complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, NJ 08625. A copy shall be submitted to The School within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm: _____

Name of Authorized Agent: _____ *Title:* _____

SIGNATURE _____ *Date:* _____

NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____ in the County of

_____ and the State of _____ of full age, being duly sworn

according to law on my oath depose and say that:

I am the _____ (Title) of the firm of

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

(Print Name of Contractor/Vendor)

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

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

Print Name of Notary Public _____

Signature of Notary Public _____

My commission expires _____, _____ - Seal -

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

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

Corporation

Limited Partnership

Partnership

Limited Liability Corp.

Sole Proprietorship

Limited Liability Partnership

Sub Chapter S Corp.

Other - _____

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

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID.

In the event that there are no persons who own ten percent or more of the stock or ownership of the bidder, then such fact should be certified below as part of this disclosure.

Name of Company _____

Address _____

City, State, Zip _____

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

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

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

Signature _____ Date _____

(Form continued on next page)

**STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP
(Cont.)**

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

Our firm, _____, is organized

Names of Principals

Title

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

Name of Company

Address

City, State, Zip

Authorized Agent

Title

SIGNATURE OF AUTHORIZED AGENT

CONTRACTOR/VENDOR QUESTIONNAIRE/CERTIFICATION

Name of Company: _____

Street Address: _____

PO Box: _____

City, State, Zip: _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

Fax No. (____) _____ E-Mail _____

Years in Business: _____

Number of Employees: _____

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

Name of school	Address	Contact Person/Title Phone
----------------	---------	----------------------------

1.	_____	_____
----	-------	-------

2.	_____	_____
----	-------	-------

3.	_____	_____
----	-------	-------

VENDOR CERTIFICATION

Direct/Indirect Interests

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

Gifts; Gratuities; Compensation

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

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

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

Printed Name of Authorized Agent _____

Signature _____

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

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify

that _____ (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

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

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

Certification

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

Name of Authorized Agent _____

Signature _____

Title _____

Business Entity _____

P.L. 2005, c.271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

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

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

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

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

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

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

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

c. As used in this section:

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

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

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

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

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

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

- 1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;
- 2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and
- 3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

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

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

As used in this section:

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

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

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

4. This act shall take effect immediately.

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

BIDDER'S COMMENT FORM

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

Name of Company

Address

City, State, Zip

Name of Authorized Agent

Title

Signature

Date

ACKNOWLEDGEMENT OF ADDENDA

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

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

☐ No Addenda Received (Please check if applicable.)

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Agent _____

Title _____

Signature _____

Date _____

BID SUMMARY: PRICING PAGE

The following attached pricing page is to be filled out. Prices must be held from point of award through the end of the project completion.

Restroom Rehabilitation Construction Services – BASE BID

The project will be awarded based on the following price proposal:

Service	A. Pricing for Service
1. Total All-In Cost for Full Project: Scope of Work list beginning Page 7 of this packet	\$

Note: The vendor that the district determines to be most qualified and has the lowest Base bid will be awarded the contract. The lowest cost vendor will be invited to submit their proposal to be evaluated by the Board. The Board reserves the right to award the project to the lowest qualified bidder.

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one year periods.

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Agent _____

Title _____

Signature _____

Date _____

APPENDIX

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

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

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

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

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report

- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEG as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEG for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

WORKER AND COMMUNITY RIGHT TO KNOW

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

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

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

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

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

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