

INVITATION FOR BIDS

Issued by:

**Manalapan-Englishtown Regional
Board of Education
54 Main Street, Englishtown, NJ 07726**

For information Contact: **Veronica Wolf**, School Business Administrator (732) 786-2505

NOTICE TO BIDDERS

The Manalapan-Englishtown Regional Board of Education is requesting bid proposals for the items or projects listed below.

Sealed bids will be received until the opening date and time specified, at which time bids will be opened, read aloud and recorded for presentation to the Board. The Board of Education assumes no responsibility for delays in the mail or delivery service causing the bid to be received at the address stated herein later than the due date and time. *Bidders are required to comply with requirements of N.J.S.A10:5-31 and (N.J.A.C.17:27) et., seq. and laws concerning prevailing wage. *Bidders are required to submit a Chapter 33, P.L. 1977 Ownership Affidavit and a Non-Collusion Affidavit, Business Registration Certificate and a Political Contributions Disclosure form, Disclosure of Investment in Iran. Bidders are required to comply with N.J.S.A. 34:11 as applicable.

Obtain Specifications from: Manalapan-Englishtown Regional Board of Education, 54 Main Street, Englishtown, NJ 07726 between the hours of 9:00 A.M. and 3:00 P.M. or via email to melissaweinberg@mersnj.us. Interested persons may also make inquiries at 732-786-2514.
Deliver Sealed Bids to: Manalapan-Englishtown Regional Board of Education Administration 54 Main Street, Englishtown, NJ 07726.

Label all Bids: **“SEALED BID ENCLOSED” Plumbing Time and Materials – Bid: 27-04**

Bid Opening Time: **10:00 a.m.**

Bid Opening Date: **May 21, 2026**

Bid Opening Place: Manalapan-Englishtown Regional Board of Education, 54 Main Street, Englishtown, NJ 07726.

By order of the Manalapan-Englishtown Regional Board of Education

Veronica Wolf

Board Secretary/School Business Administrator

BIDDING INSTRUCTIONS, TERMS AND CONDITIONS

1. PREPARATION OF BID

The intent of this specification is to establish minimum requirements upon which solicitation of bids will be accepted for the provision, of supplies, services, construction, or equipment. These specifications for the provision or performance of goods or services have been drafted in a manner to encourage free, open and competitive bidding.

2. DEFINITIONS OF TYPE OF WORK TO BE PURCHASED OTHER THAN SUPPLIES AND EQUIPMENT:

Public Work: "Public Work means building, altering, repairing, improving or demolishing any public structure or facility constructed or acquired by a board of education to house school district functions or provide water, waste disposal, power, transportation or other public infrastructures."

Services: "Service or services" mean the performance of work, or the furnishing of labor, time, or effort or any combination thereof, not involving or connected to the delivery or ownership of a specified end product or goods or manufacturing process. Services or service may also include an arrangement in which a vendor compensates the board of education for the vendor's right to operate concessions.

3. UNDERSTANDING OF WORK BEING BID:

The party issuing the bid is the Manalapan-Englishtown Regional Board of Education also known herein as the "owner", board, board of education, MERSD, School District, Manalapan-Englishtown Regional School District.

The party responding to the bid may be known as: The bidder, contractor, vendor, respondent throughout this specification.

Bidders are expected to examine the drawings, specifications, and all instructions. Failure to do so shall in no way relieve the bidder from any obligation in respect to the bid.

Bidder agrees that through the submission of the bid he/she is obligated to provide the services necessary for the performance of the items listed in the scope of work. Omissions in items (or work) requested by the Board of Education shall not relieve the successful contractor from providing a working product (or work) that is functional for its intended use.

Bidder shall not make additional stipulations in his bid that restrict the Board of Education in any way.

At the time of the opening of the bids, each bidder will be presumed to have examined and to be thoroughly familiar with the specifications (including all Addenda). The failure of or omission of any bidder to receive or examine the instruction documents or specifications, the work to be performed and materials to be furnished shall in no way relieve such bidder from obligation in respect to the bid. No consideration will be given for any misunderstanding as to the work, cost, and materials required, it being mutually understood that the tender of the bid carries with it agreement to this and other obligations set forth in the specifications and requirements.

4. HOW TO ADDRESS BIDS:

Bids and modifications thereof shall be enclosed in sealed envelopes, addressed to the office specified in the Notice to Bidders, and **labeled** as instructed in the Notice to Bidders.

Each bidder shall sign the bid and print or type his name on the bid summary page, pricing page and any other page where an entry is made. Bids shall be signed by proper authorities in ink. Bids must include full business address, legal trading name and the authorized signature which binds the organization in this matter.

Bids must be submitted on the prescribed form. The unit price for each item bid shall be entered in ink or type. A total shall be entered in the amount column for each item where a bid is submitted.

5. DELIVERY OF BIDS:

Bids may be hand delivered or mailed per legal notice to bidders. In the case of mailed bids, the Board of Education assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened.

The bidder shall familiarize himself with all forms provided by the Board that are to be returned with the bid. If there are any forms that the Board is to provide that are either missing or illegible, it is the responsibility of the bidder to contact the Business Office (refer to front page for phone number) for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with the bid.

All documents returned to the Board shall be signed with an original signature in ink. Failure to sign and return all required documents with bid package may be cause for disqualification. The Board will not accept facsimile or rubber stamp signatures.

6. LATE BIDS:

No bids, under any circumstances, shall be acceptable after the due date and time. Any bidder who mails his/her bid accepts all responsibility for any delay in delivery, including but not limited to delivery to wrong address.

7. CORRECTIONS ON BIDS PRIOR TO BID SUBMISSION:

If the bidder wishes to change a price entered on his proposal PRIOR TO SUBMITTING HIS BID, he must do so by crossing out the originally entered price, inserting the correct price and extended totals and INITIALING SAME IN INK.

8. PRICES TO HELD:

Bid Prices shall **hold for a period of 60** days after the date of opening for purposes of award.

9. PRICE DISCREPANCY:

In case of a discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject however, to correction to the same extent and in the same manner as any other mistake. Where any conflict exists between the numerical and written figures, the written figures shall supersede.

10. EXPLANATIONS TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid, drawings, specifications etc. must be requested in writing and received by the Business Office within eight (8) working days prior to the bid opening so a reply can be issued to all bidders. Neither the Board of Education nor their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications

11. SUBMISSION OF BID/WITHDRAWAL OF BID:

Any bid may be withdrawn prior to the date/time of the opening or authorized postponement thereof. A written request for the withdrawal of a bid must be received prior to the advertised date and time of opening for the request to be granted. Any bid received after the opening date/time will not be considered (Title 18A:18A-21). No bidder may withdraw a bid within sixty (60) days after the actual date of the opening.

12. REJECTION OF BIDS & WAIVER OF INFORMALITIES

N.J.S.A. 18A:18A-22, The Board of Education may reject all bids for any of the following reasons:
The lowest bid substantially exceeds the cost estimates for the goods or services;
The lowest bid substantially exceeds the board of education's appropriation for the goods or services;
The board of education decides to abandon the project for provision or performance of the goods or services;
The board of education wants to substantially revise the specifications for the goods or services;
The purpose of provisions or both of N.J.S.A.18A:18A-1 et seq. being violated; and
The board of education decides to use the State authorized contract pursuant to N.J.S.A.18A:18A-10 Amended 1999, c.440, s.68.

The Board of Education reserves the **right to reject any or all bids and to waive informalities** and minor irregularities in bids received.

13. STATEMENT OF OWNERSHIP: (See Checklist)

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

14. NON-COLLUSION AFFIDAVIT: (See Checklist)

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

15. INSURANCE REQUIREMENTS (See Checklist):

Prior to the start of any work; the successful bidder shall furnish a Certificate of Insurance to the owner showing the following minimum insurance requirements in forms and with insurance companies acceptable to the owner.

Further, it is agreed that the policy (IFS) shall be endorsed to provide 30 days written notice of cancellation or non-renewal to the owner prior to cancellation, termination, or material alternations of said insurance.

Type of Coverage	Minimum Coverage
Workers Compensation/ Employers Liability	Workers Compensation – Statutory Limits Employers Liability : \$500,000/ \$500,000 / \$500,000
General Liability	\$1,000,000 each occurrence / \$2,000,000 Annual General Aggregate
Sexual Abuse and Molestation	\$1,000,000 each claim / \$2,000,000 Annual Aggregate
Automobile/Non Owned and Hired	\$1,000,000 Combined Single Limit of Liability
Educators Professional Liability	\$1,000,000 each claim / \$2,000,000 Annual Aggregate
Medical Professional Liability	\$1,000,000 each claim / \$2,000,000 Annual Aggregate (Only required if you are providing Nursing or Medical Professional Services)
Additional Coverage	Coverage Requested but Not Required
Umbrella Liability	\$5,000,000 each occurrence / \$5,000,000 Annual Aggregate

Contractor shall require all subcontractors to similarly provide the same coverage.

Contractual Liability coverage will indicate that it includes the contractual obligations stipulated in the contract. The insurance coverage's outlined above are to include the owner as an additional insured with respect to its liability arising out of operations performed under this contract or purchase order.

No policies of insurance shall contain any exclusions relating to the work to be performed pursuant to the contractual documents.

16. BUSINESS REGISTRATION CERTIFICATE:

The Contractor shall provide a New Jersey Business Registration Certificate issued by the Department of Treasury. Any Subcontractors hired by the Contractor shall provide their Business Registration Certificate to the Contractor, who shall forward it as required by N.J.S.A. 52:32-44.

No contract shall be entered into by any contracting agency unless the contractor provides a copy of its business registration in accordance with the following schedule:

17. AWARD OF CONTRACT:

The contract will be awarded to the lowest responsible bidder whose bid meets or exceeds the bid specifications.

The Board of Education may accept any item or group of items of any bid unless the bidder qualifies his bid by specific limitations.

When a lowest bid is a tie, the Board of Education shall determine the winner using a random method.

18. INCREASE/DECREASE IN QUANTITY TO BE PURCHASED:

Quantities shown may be approximate and the Board reserves the right to increase or decrease them to the extent of twenty percent (20%) at the unit price bid, within the contracted period. Such change, however, will only be upon the written order of the Board.

The Board reserves the right to purchase additional quantities at the accepted unit prices for the project period specified or for one year; whichever is longer.

19. LIQUIDATED DAMAGES: N.J.S.A. 18A:18A-41

Liquidated damages in the amount of \$200 per day will be assessed for every day beyond the date given for project completion. The Contractor will be responsible for any added fees incurred for Engineering, Inspection, etc. Liquidated damages may be applied in addition to both consequential and incidental damages experienced by the board for any breach of contract.

20. INDEMNITY:

- 1.1. Contractor shall indemnify, protect, defend and save harmless the Board of Education, as well as its board members, volunteers, respective agents, servants, officers, directors and employees, from and against any loss, damage, injury, cost or expense; and from and against any claim, demand, liability, lawsuit, judgment, action or other proceeding arising, or claimed to arise from, in connection with, or as a result of any of the following:
 - a. the negligent acts or omissions of Contractor, its agents, servants, officers, employees, subcontractors or any other person acting at the request of Contractor, subject to its direction, or on its behalf;
 - b. the loss of life or property, or injury or damage to the person, body or property of any person or persons whatsoever, that arises or results directly or indirectly from the negligent performance of services under this Agreement by Contractor, its agents, servants, officers, employees, subcontractors or any other person acting at the request of Contractor, subject to its direction, or on its behalf;
 - c. any gross negligence, default or breach by Contractor, its agents, servants, officers, employees, subcontractors or any other person acting at the request of Contractor, subject to its direction, or on its behalf; and
 - d. violation or non-compliance with federal, State, local or municipal laws, regulations, ordinances or building codes arising from the performance or non-performance of Contractor, its agents, servants, officers, employees, subcontractors or any other person acting at the request of Contractor, subject to its direction, or on its behalf.
- 1.2. The foregoing indemnification obligation is not limited by the insurance obligations contained herein.
- 1.3. The provisions of this section shall survive the termination of the contract.

21. FURNISHED PROPERTY:

No materials, labor or facilities will be furnished by the Board of Education unless otherwise specified on the bid invitation.

22. Intentionally Blank

23. TERMINATION:

Either party may terminate this agreement for reasons approved by the Board upon 10 days written notice to the other party. The Board shall only be responsible for payment up to the effective date of termination and only in proportion to the amount of work completed. Upon termination of the contract, the board may complete any unfinished work and place a claim for the cost of said work against the contractor's performance bond. The board of education reserves the right to stop work at any time during the contract for good cause.

If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract, or if the contractor shall violate any of the requirements of this contract, the Board shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination.

Such termination shall relieve the Board of any obligation for balances to the contractor of any sum or sums set forth in the contract that have not been earned. Notwithstanding, the contractor shall not be relieved of liability to the

Board for damages sustained by the Board by virtue of any breach of the contract by the contractor. The Board may withhold payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Board from the contractor is determined.

Official Notice, when necessary, and for all parts of this specification, shall be made in writing and with receipt. Notice to the Board of Education shall be served to the Board Secretary. Notice to the contractor shall be made to the person who responded to this specification.

It shall be incumbent upon the contractor to continue the services until new services can be completely operational. At no time, shall these services extend more than sixty (60) days beyond the expiration date of the existing contract. The contractor will be reimbursed for this service at the prior contract rate.

24. BOARD OF EDUCATION'S RIGHT TO DO THE WORK:

If the successful bidder shall neglect to prosecute the work properly or fail to perform any provisions of this contract, the Board of Education, after three (3) days written notice to the successful bidder, may make good such deficiencies and deduct the cost thereof from the payment then or thereafter due to the successful bidder.

25. CANCELLATION:

The Board has the right to cancel any purchase order, if, after sixty days from the date of the purchase order, the goods or services have not been delivered. The cancellation will occur unless the vendor can show cause as to why the order should not be canceled.

26. SELLER'S INVOICES: N.J.S.A. 18A:19-2

Invoices shall be prepared and submitted in duplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: purchase order number, item numbers, description of supplies or services, quantities, unit prices and extended totals.

An affidavit form provided on the purchase order is also required to be completed and submitted with each request for payment. Vendors requesting progress payments shall make copies of the affidavit page and submit an original signed copy with each request for payment.

27. "RIGHT TO KNOW" LAW: N.J.A.C. 8:59-5.1 & HAZARDOUS COMMUNICATIONS STANDARDS ACT

All items which contain chemicals must comply with the New Jersey Right to Know statute. Safety Data Sheets, Hazardous Substance Fact Sheets and labels are required with every item and every delivery. If Safety Data Sheets and labels are **not** received, the order will not be accepted.

Products containing chemicals must be labeled in accordance with the Right to Know Law **and** Hazardous Communications Standards Act and Globally Harmonized System. Failure to adhere to this requirement shall result in refusal to accept shipment and the return, or labeling of all items, at the contractor's expense. Contractor shall remedy any such situation within 72 hours written notice.

28. AVAILABILITY OF FUNDS: N.J.S.A. 18A:18-42

The Board is subject to N.J.S.A. 18A:18-42 Public School Contracts Law which states that this contract shall be subject to the availability and appropriation of sufficient funds annually.

29. PURCHASING FROM STATE CONTRACT :N.J.S.A. 18A:18A-10

The Board reserves the right to purchase, during the term of any contract to be awarded, any of the specified materials and/or services through the New Jersey State Cooperative Purchasing Agreement (State Contract) if it is in the Board's interest to do so; AND/OR, the Board also reserves the right, without consequence from bidder or other, to contract with any contractor for said services during the time of this contract.

30. AFFIRMATIVE ACTION: N.J.A.C. 17:27

Construction contractors shall comply with all provisions of the Affirmative Action Law as provided herein stipulated by Exhibit B, P.L.1975, C. 127 (N.J.A.C. 17:27.) Contractor will be required to submit an Initial Project Manning Report, Form AA201, provided by the Affirmative Action office and completed by the contractor in accordance to Article 4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127.

"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."

Suppliers and Service vendors will be required to provide documentation as required in Exhibit A. "Public work" contracts are required to comply with Exhibit B.

EXHIBIT A

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows: The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2. 12 EXHIBIT A (Cont) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract_compliance/](http://www.state.nj.us/treasury/contract_compliance/). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

31. AMERICANS WITH DISABILITIES ACT OF 1990:

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans With Disabilities language that is part of this specification and

agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the OWNER harmless.

32. AHERA STANDARDS:

All construction shall be done according the AHERA standards. In 1978 the EPA banned the use of asbestos-containing materials (ACM) in school buildings. Furthermore, Board of Education has an Asbestos Management Program in place which prohibits the use of ACM in its buildings. In keeping with these restrictions, all replacement and new building materials in the school facilities must be non-asbestos. Therefore, all building materials specified in any school facility projects shall be non-asbestos. Contractor shall submit a certification that all building materials are asbestos free. Building AHERA plans are available for reference to each contractor. Contractors must sign in at each facility and familiarize himself with the AHERA plan.

33. TAXES, PERMITS, AND FEES:

It shall be the responsibility of the contractor to obtain permit(s) if required at his own expense from the Federal Government, state, county, municipal or other agencies which may be required for this project. If permit(s) are required for this project, it will be the responsibility of the vendor to present a copy of these permit(s) to the Director of Facilities before any work is to begin and that no disbursements of funds will be made until the required permit(s) copies are presented to and are on file in the Office of Buildings and Grounds.

The respective contractors shall make notification and coordinate the inspections required by governing agencies, paying all fees connected therewith, deposits and/or payments for services, including the costs and installation of utility meters, connecting equipment, etc.

The Board of Education is a local governmental unit and is exempt from taxes. MERSD Tax I.D. is 21-6000-180.

34. TRANSFER OR ASSIGNMENT:

After award, the contract may not be subcontracted, transferred, or assigned by the contractor in whole or in part without the prior written consent of the Board of Education.

35. DISPOSAL OF REFUSE:

The Board of Education shall not be responsible for the disposal of any debris or material generated in the tear down or erection phase of this project. Contractors may not use Board of Education dumpsters located at the school site.

Should the contractor wish to locate their own dumpster on site, they must make arrangements with the Director of Facilities regarding the location where their dumpster will be placed. Said dumpster must be emptied at the request of the Board of Education or their representative.

36. SITE VISITATION: (Where Applicable)

It is recommended that the bidder visit the work site prior to bidding. The bidder's failure to visit the sites and make necessary observations during his visit to the work site will not in any way relieve the successful bidder from meeting any conditions that may have to be met for complete and satisfactory service according to this contract. All pre-existing conditions should be accounted for in the bidder's bid. Site visit shall be coordinated with the contact person named herein.

37. CLAIMS FOR EXTRA WORK:

The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions relating to the contract.

Additional work must be authorized in advance by a written purchase order issued by the Manalapan-Englishtown Regional Board of Education. Additional work completed without the being authorized by a written purchase order shall not be paid.

38. WORK AREA: PROTECTION OF WORK AND PROPERTY:

Contractor shall keep the work area clean of debris and refuse at all times. No hazardous conditions may be allowed to exist. Where safety is an issue, the Board of Education requires that potential hazards be reported immediately to

the Director of Facilities. The board of education reserves the right to require the contractor to “rope off” sections and or post notices, etc, to protect persons from harm in the area in which work is occurring.

The board of education retains the right to stop work at any time due to unsafe working conditions. The board of education shall not be responsible for any delay costs associated with stopping work as a result of unsafe working conditions.

39. INTERACTION WITH STUDENTS AND STAFF:

No contact, verbal, written, or otherwise, may be engaged in with students and staff. Contractor will sign in at the front desk each time he/she enters the building. Contractor will wear the district “visitor” badge for the entire time of the visit. Contractor shall sign out at the main office upon leaving the building.

40. FEDERAL, STATE, AND LOCAL LAWS:

The successful bidder must conform to all Federal, State and Local Laws, ordinances, codes, rules and regulations of health, public or other authorities controlling or limiting the methods, the material to be used, or actions of those employed in work of this kind. All work, labor or material necessary to comply with these laws, codes, ordinances, rules and regulations shall be performed and furnished by said successful bidder.

41. “OR EQUAL”/ SUBSTITUTION BIDS:

The product offered must be as specified or equal. Any deviation in the specifications must be disclosed and listed in the section titled “Exceptions”. If no exception is taken, the district rightfully assumes that the product being offered is exactly as specified. Submission of literature for a product offered as an “equal” DOES NOT fulfill the requirement of listing all, or any, exceptions under “Exceptions”.

Whenever an article, or any class of material is specified by the trade name or the name of the manufacturer, the bidder may submit a bid on an "equivalent", in which case the bidder must clearly state on the bid the maker's name and number. A specification sheet, brochure or catalog providing all pertinent information on the "equivalent" will be submitted with the bid, in addition to listing all deviations under “Exceptions”

The "equivalent" must be equal in quality, finish and durability, usability, mobility, portability, and be equally as serviceable for the purpose it is intended. Final determination of equality is wholly reserved to the Board of Education and its representatives.

All items must be in strict accordance with the specifications and accepted bid and shall be subject to the approval of the Business Administrator/ Board Secretary of the Board of Education. Whenever a brand name is stated, the term “or equal” is automatically implied. These specifications are written to serve as a guide to the bidder of what the Board of Education wants and in no way are intended to exclude bidders of merchandise of equal quality.

Should any dispute arise respecting the true construction and meaning of these specifications, the accredited representative of the Board of Education shall decide it shall be final and conclusive.

Whenever a "brand name" is stated in all cases "brand name or equivalent" is implied except that if the goods or services to be provided or performed are proprietary, such goods or services may be purchased stipulating the proprietary goods or services in the bid specification when the special need for such copyrighted proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is to be awarded (N.J .S.A.18A: 18A-15).

42. TIME OF COMMENCEMENT/COMPLETION:

The contractor will be required to commence work on the project no later than 10 days after issuance of a purchase order; unless otherwise stated herein. The purchase order authorizing commencement of work will be issued after all bonds, affirmative action documentation, insurance certificates, and contracts requested by the BOE have been received.

When requested, the contractor shall complete all contracts and provide all bonding, insurance, and affirmative action evidence within 10 days of request by the Board of Education.

The contractor will be required to establish the hours of work as required to properly staff the project, maintain progress, and complete the work within the agreed upon time, with no change or additional cost to the Board of

Education. If for some reason the work is not completed by the specified date, the contractor shall work after normal hours and shall provide adequate staff to complete the project. In no case will the work after hours or increase in staff be cause for the Board of Education to become liable for any additional costs.

43. SAFETY

Contractors, and subcontractors, shall take all reasonable measures necessary, as determined by local, state and federal laws to ensure a safe working environment. In all cases, when work is completed for the day, the project area shall be policed and secured.

44. PAYMENT (SEE TECHNICAL SPECIFICATIONS)

Payment will be made at the district's regularly held meeting as scheduled by the Board of Education. Meeting dates can be found on the district website. **Payment applications must be received two weeks before the board meeting to be scheduled for payment. Payment will only occur when the district has received the services and products requested in this specification.**

45. CONTRACT N.J.S.A. 18A:18A-40

Award of this Invitation for Bid will be made by the Board of Education. The form of contract authorizing work to begin shall be a purchase order or a Notice to Proceed issued on official letterhead signed by the Business Administrator/Board Secretary. No other authorizing correspondence from employees or third parties shall be binding. All terms and conditions of this specification, drawing, and the bid advertisement shall be part of the authorizing purchase order. Bidder shall not make additional stipulations in his bid that restrict the Board of Education in any way.

46. WORK SITES:

John I. Dawes Early Learning Center
38 Gordons Corner Road
Manalapan, NJ 07726

Clark Mills Elementary
34 Gordons Corner Road
Manalapan, NJ 07726

Lafayette Elementary School
66 Maxwell Lane
Manalapan, NJ 07726

Milford Brook Elementary School
20 Gload Terrace
Manalapan, NJ 07726

Taylor Mills Elementary School
77 Gordons Corner Road
Manalapan, NJ 07726

Pine Brook Elementary School
155 Pease Road
Manalapan, NJ 07726

Wemrock Brook Elementary School
118 Millhurst Road
Manalapan, NJ 07726

Manalapan-Englishtown Middle School
155 Millhurst Road
Manalapan, NJ 07726

Peter M. Friedman Administration Building
54 Main Street
Englishtown, NJ 07728

Transportation Facility
116 Millhurst Road
Manalapan, NJ 07726

47. CHANGE ORDERS: N.J.A.C. 6A:23-7.1

Change orders may be issued by the district but only with the corresponding signature of the Business Administrator. No verbal change orders shall be acceptable, nor will the Board of Education honor any invoices for extra work done by the contractor unless the work has been authorized in writing by the Business Administrator.

48. MULTI-YEAR CONTRACTS: N.J.S.A. 18A:18A-42, N.J.A.C. 5:34-8.1

As per N.J.S.A. 18A:18A-42, contract may be extended beyond the initial term. This contract may be extended beyond the current term specified. All contracts shall be for a period of one year unless otherwise stated in the specification. Upon mutual consent of both the contractor and the Board of Education, this contract may be extended for one two year period, or two one year periods. The terms and conditions of the contract shall remain substantially the same.

49. DISPUTE RESOLUTION/BID PROTEST: N.J.S.A. 18A:18A-15

As per 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 Business Administrator no less than three business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the board of education or the award of a contract.

If said challenger is not satisfied with the determination of the Business Administrator, the challenger shall file a written request to be heard before a meeting of the Board of Education. Notice must be filed within three business days of the Business Administrator's reply.

50. WARRANTY/GUARANTEES:

All service, supplies and equipment under this contract will be unconditionally guaranteed against any manufacturing defects for one (1) year following the date of receipt of the supplies.

51. MANUFACTURED AND FARM PRODUCTS OF THE UNITED STATES, N.J.S.A. 18A: 18A-20

All contracts for work for which the Board of Education will pay any part of the cost or work which by contract will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work (N.J.S.A. 18A: 18A-20).

In the performance of the work the contractor and all subcontractors shall use domestic materials. But if the Board of Education finds that in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be granted.

52. FORCE MAJEURE:

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

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

53. PAY TO PLAY: 6A:23A-6.3 Contributions to board members and contract awards (See Checklist)

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

No school board 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, c. 83 (N.J.S.A. 19:44A-1 et seq.) to a member of the district board of education during the preceding one-year period.

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

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

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

54. Intentionally Blank

55. SURVEILLANCE

This section provides notice that the Manalapan-Englishtown Regional School District uses video surveillance on, around, and in its property.

56. SMOKING (N.J.S.A. 26:3D-17)

The Board of Education is required enforce regulations to prohibit smoking in district buildings or on school grounds. The federal GOALS 2000 legislation enhances state smoking prohibitions with a penalty of \$1,000.00 a day for violators of these prohibitions.

57. DRUGS AND ALCOHOL

It is strictly understood that the vendor and any of the employees of the vendor shall not bring upon the premises any drugs and/or alcoholic beverages for consumption, sale or gifts at any time or for any use in any manner whatsoever. A penalty of \$500 per occurrence will be assessed and deducted from the monthly invoice with possible criminal prosecution.

58. IRAN DISCLOSURE, BELARUS AND RUSSIA ACTIVITIES DISCLOSURE

Bidders are to submit the enclosed DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN form.
Bidders are to submit the enclosed Belarus and Russia Activities form.

59. 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.

The contractor and the Board (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.

60. CRIMINAL HISTORY REVIEW:

Contractor and contractors staff working on the property of any school MUST have a Criminal History Review clearance issued by the New Jersey Department of Education, Office of School Protection and in accordance with New Jersey Statutes and specifically N.J.S.A.18A:6-7.1 et seq., N.J.S.A.18A:39-17 et seq., N.J.S.A. 18A:6-4.13 et seq., and N.J.S.A. 18A:12-1 et seq. This clearance shall be provided at the expense of the contractor. Failure to have this clearance shall be considered a breach of contract by the contractor subject to termination of this contract as solely determined by board of education.

61. STATE OF NEW JERSEY DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION:

N.J.S.A. 18A:18A-26 (See Checklist)

This law requires every person who bids on any contract for Public Work, as defined by N.J.S.A 18A:18A-26, the cost of which exceeds Twenty Thousand Dollars (\$20,000.00), first be classified by the State of New Jersey, Division of Property Management and Construction (“DPMC”) as to the character and amount of public work on which they shall be qualified to submit bids. Bidders bidding on work of Twenty Thousand Dollars (\$20,000.00), or less, need not be classified. Notice of Classification must be valid at the time of bid submission. By submitting the bid each Bidder represents that it is prequalified by the DPMC. Bidders shall also submit with their bid the following two forms: Total Amount of Uncompleted -Contract -DBC-701 form of Notice of Classification and Statement of No Material Change.

62. PREVAILING WAGE ACT: N.J.S.A. 34:11, 18A:18A-3 (See Checklist)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for the “public work” shall adhere to all requirements of the New Jersey Prevailing Wage Act.

Bidders can reference the State of New Jersey Department of Labor and Workforce Development Website (<https://www.nj.gov/labor/wageandhour/prevailing-rates/index.shtml>) to view current Prevailing Wage Rates. A copy of the Determination of the Wage and Hour Bureau or other Documents specifying the prevailing wages is considered as incorporated by reference as a part of the Contract Documents.

By submitting a bid, the Bidder acknowledges and affirms his/her personal knowledge of, or has obtained and reviewed a copy of, the valid prevailing wage rates, if applicable, for all trades involved in the project for the geographical location of the project.

SPECIFICATION SPECIFIC TO THE PROJECT BEING BID:

Scope of Work: The Manalapan-Englishtown Regional Board of Education is soliciting bids for Plumbing Services provision, repairs and replacement to be completed on a Time and Materials basis. This work includes, but is not limited to, domestic water lines, fixtures, sewer line repair, clog removal, water heaters, leak repair, installation of new lines/fixtures, removal of old line and fixtures.

Term of Contract:

The contract term shall be for 1 year from the time of award with options for renewal as listed herein.

Qualifications: Bidder's dispatched Technicians be qualified to work on all building plumbing systems not connected to HVAC systems.

Plumbing Bidders shall be DPMC Prequalified in C030 Plumbing

Work must be completed by, or under, a technician authorized to complete the work in the State of New Jersey.

Calls for work:

All billable work must be initiated by a Purchase Order signed by the MERSD Business Administrator. Vendor shall not bill the district for work completed if said work was not initiated by written purchase orders signed by the MERSD Business Administrator.

Vendor shall notify the Director of Physical Plant, Jeff Lasko, 732-786-2501 when the vendor arrives on site.

All work shall be completed according to the application State of New Jersey Code. Vendors are responsible to pull permits if necessary. The district agrees to pay for any permitting fees associated with district work.

Billing Requirements:

The contractor shall only bill the Board for work completed on-site. There shall be no billing for work done off site researching products, sourcing, etc.

All handling and researching fees shall be built into the materials markup.

Contractor shall not bill for travel time.

Time shall be billable in 15 minute increments.

The Board agrees to pay for a MINIMUM of TWO Service Hours at the bid upon rate for ANY SERVICE CALL. This rate is not in addition to the visit actual hours. For example, if the actual repair takes 3 hours, the two hours guaranteed shall be included in the total of 3 hours. For another example, if the actual repair takes ½ an hour, the Board agrees to pay the minimum 2-hour charge.

A service call is defined as a call out for repair and one service call can span more than a day. If a technician is called for a repair and spends 1 hour on site researching and two hours the following day repairing that is a total of 3 hours; Not 2 hours the first day and 2 hours the second day for a total of 4 hours.

Materials:

Parts shall be new OEM whenever available. All materials shall be New unless alternate replacement parts are agreed to, in writing via email, by the school district.

Contractor is required to prove the cost of said parts by including his parts invoice from distributor with his invoice to the district. For example, if the contractor purchases a new relay from the ABC company, said contractor shall submit the ABC company invoice to the Board along with contractor's service call invoice.

Payment:

Contractor is required to prove the cost of said parts by including his parts invoice from distributor/supplier with his invoice to the district. For example, if the contractor purchases a new relay from the ABC company, said contractor shall submit the ABC company invoice to the Board along with contractor's bill.

Material costs shall be itemized (not only totaled) on contractor's invoice to the Board. Contractor shall total the amount of distributor/supplier invoices contractor received that are attributable to the Board and show them on contractor's invoice to the Board. Contractor may then add the markup to the materials cost. Contractor is required to show all costs.

The markup shall be itemized as a separate cost.

Labor costs shall be itemized on contractor's invoice to the Board. These costs shall show the number of hours worked and the rate per hour.

Each invoice to the Board will show:

1. Parts and Materials cost: supported by supplier invoices at Bidder's COST.
2. Markup cost: markup must agree with bid submitted to Board
3. Labor Cost: Which shall itemize number of hours and rate, and which must agree with bid
4. Total cost of invoice

Affidavit:

Invoices in excess of \$7,950 shall be accompanied by an affidavit.

Contractor is not authorized to perform any repairs without being issued a purchase order.

Work Estimated to be Over \$1,000:

Work that is estimated by contractor to be over \$1,000 shall be supported with a written estimate from the contractor to the board. All work, regardless of estimate, may not begin until the contractor receives a written purchase order. Written estimate will itemize parts, including markup, and labor including rates and hours.

Response Time:

Contractor shall respond to the work site within 24 hours of being contacted.

Unsafe Equipment:

If equipment is deemed unsafe, contractor shall report the equipment to have the Board safely disable power or gas to the appliance, tag the appliance as "Locked out", Tag the circuit feeding the appliance/system as "Locked Out" and/Or, tag the "Gas line" feeding the appliance/system as locked out. The tag shall state the contractor's name and date and item being repaired. The situation shall be reported to the Board's Director of Physical Plant, Jeff Lasko, 732-786-2501.

Maximum and Minimum Hours: (Required to be stated per New Jersey Administrative Code)

The Board of Education does not guarantee a maximum or minimum number of hours. Total hours in one contract years' time under this contract shall not exceed 2080, the minimum number of hours shall be 10.

Contractor is to enter the building through the Main Entrance and sign into the Contractor's log. Contractor must present his/her identification. Contractor shall wear a Board issued visitor badge while

in the school and return said badge to the Main Office. Contractor shall sign out of the visitor log upon leaving. If a dispute exists regarding hours billed, the Contractor's Log may be used to document time.

While in the building, said contractor shall be accompanied by a district employee. It is the contractor's responsibility, along with that of the Board, to ensure that the contractor is always accompanied by a district employee. While in the district, the contractor shall be considered a "Visitor."

ATTACHED SHEETS MUST BE COMPLETED AND SUBMITTED

WITH ALL OTHER REQUIRED BID DOCUMENTS

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

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

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships, apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

Sole Proprietorship (skip Parts II and III, sign and notarize at the end)

Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)

Partnership Limited Partnership Limited Liability Partnership

Limited Liability Company

For-profit Corporation (including Subchapters C and S or Professional Corporation)

Other (be specific): _____

Part II

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

List Names and Addresses:

Name:

Address:

- 1.
- 2.
- 4.
- 5.

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

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

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR



Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ___ day of _____, 20_____.

Signature (Affiant)

(Notary Public)

My Commission expires:

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

COUNTY OF)

I, _____ of the City of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that: I am _____ of the firm of _____ the bidder making this Proposal/Bid for the above named project, and that I executed the said Bid with full authority so to do; that said bidder had not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Manalapan-Englishtown Regional Board of Education relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the contract for the said project.

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

_____ (N.J.S.A. 52:34-15)

(Name of Contractor)

Bidder's Signature

Subscribed and sworn to

(Also type or print name of bidder)

before me this _____ day

of _____ 20xx

Notary Public of

My Commission expires _____ 20xx

NOTARIZE THIS FORM

HOLD HARMLESS INDEMNIFICATION

Contractor shall indemnify, protect, defend and save harmless the Board of Education, as well as its respective agents, servants, officers, directors and employees, from and against any loss, damage, injury, cost or expense; and from and against any claim, demand, liability, lawsuit, judgment, action or other proceeding arising, or claimed to arise from, in connection with, or as a result of any of the following:

- a. the negligent acts or omissions of Contractor, its agents, servants, officers, employees, subcontractors or any other person acting at the request of Contractor, subject to its direction, or on its behalf;
- b. the loss of life or property, or injury or damage to the person, body or property of any person or persons whatsoever, that arises or results directly or indirectly from the negligent performance of services under this Agreement by Contractor, its agents, servants, officers, employees, subcontractors or any other person acting at the request of Contractor, subject to its direction, or on its behalf;
- c. any gross negligence, default or breach by Contractor, its agents, servants, officers, employees, subcontractors or any other person acting at the request of Contractor, subject to its direction, or on its behalf; and
- d. violation or non-compliance with federal, State, local or municipal laws, regulations, ordinances or building codes arising from the performance or non-performance of Contractor, its agents, servants, officers, employees, subcontractors or any other person acting at the request of Contractor, subject to its direction, or on its behalf.

The foregoing indemnification obligation is not limited by the insurance obligations contained herein.

The provisions of this section shall survive the termination of the contract.

Company Name: _____

Printed name of person authorized to sign: _____

Authorized Signature: _____

Date: _____

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

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

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

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

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

Section A (Check the Box that applies)

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

Name of Individual or Organization	
---	--

Physical Address	
-------------------------	--

OR

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

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

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

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

Physical Address	
-------------------------	--

OR

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

Section C – Part III Certification

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

certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Physical Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address
Add additional Sheets if necessary	
OR	
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Manalapan-Englishtown Regional Board of Education is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Manalapan-Englishtown Regional Board of Education to notify the Manalapan-Englishtown Regional Board of Education in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Manalapan-Englishtown Regional Board of

Education , permitting the <i>Manalapan-Englishtown Regional Board of Education</i> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

Lowest Responsible Bidder by 10% or More
Certification of Prevailing Wage Rates and
Acknowledgement of Penalties Form
P.L.2021, c.301

I, _____ of the bidding organization/firm of _____ (hereinafter “Bidding Organization”), located in the Municipality of _____, County of _____, State of _____; and being of full age, do hereby certify and affirm that:

I am an authorized representative of the above-referenced company, which submitted a bid for labor/materials/services on the project named _____ (hereinafter “Project”). I hereby certify that, should the bidding organization be deemed the lowest responsible bidder for the Project, should bidding organization’s bid amount be ten percent (10%) or more lower than the next lowest bid for the contract, that the prevailing wage rates required by the New Jersey Prevailing Wage Act, P.L.1963, c.150 (C.34:11-56.25 et seq.) shall be paid.

Furthermore, I hereby certify and acknowledge, that I understand that if the bidding organization does not provide this Certification prior to the award of contract, the Project Owner shall award the contract to the next lowest responsible and responsive bid, pursuant to P.L.2021, c.301.

Name of Authorized Agent _____
Signature _____
Title _____
Date _____

DISCLOSURE OF INVESTMENT IN IRAN

Quote Number: _____ Bidder/ Offeror: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____	<input type="button" value="Delete"/>
Description of Activities _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Bidder/Offeror Contact Name _____ Contact Phone Number _____	

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

Full Name (Print): _____ Signature: _____

Do Not Enter PIN as a Signature

Title: _____ Date: _____



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE

CONTRACT / BID SOLICITATION No.

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor Name

Vendor Phone Number

Vendor Address (Street Address)

Vendor Fax Number

Vendor Address (City/State/Zip Code)

Vendor Email Address for Authorized Representative

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I Certify that the amount of uncompleted work on contracts is \$ _____ .

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

By _____

Name of Firm

Signature

Title

Business Address

Phone

Affix
corporate
seal
here

*Sworn to and
subscribed before me*

This day of

20

Notary Public

DPMC 701 (3/05)

Respectfully submitted

STATEMENT OF NO MATERIAL CHANGE

My name is _____ . I am over eighteen years of age and I
reside in _____, _____ County, _____. I
am fully competent to make this verified statement. I have personal knowledge of the facts stated herein, and they are
all true and correct.

My title is _____ at the bidding company named below. I
certify that there has not been any material change in my financial condition or standing with the State of New Jersey
since the date of last certification and classification. Further, there has not been any other change which
would adversely affect my service as _____ at the bidding company named
below.

Signed this _____ day of _____, _____.

Signature

Print or Type Name

Name and Location of Company

BIDDER’S CHECKLIST: Please verify that you have included EACH ITEM. FAILURE to include an item may cause YOUR BID to be REJECTED. Thank you.

Item	Where to get	Did you enclose?
Proposal Page is signed by authorized representative	Form is in Specifications	
Statement of Ownership: properly notarized.	Form is in Specifications	
Non-Collusion Affidavit: properly notarized	Form is in Specifications	
Political Contributions Disclosure Form	Form is in Specifications	
Hold Harmless Form	Form is in Specifications	
Certification of Non-Debarment	Form is in Specifications	
Lowest Responsible Bidder by 10% or more	Form is in Specifications	
Disclosure of Investment in Iran	Form is in Specifications	
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	Form is in Specifications	
Total Amount of Uncompleted Contracts	Form is in Specifications	
Statement of No Material Change	Form is in Specifications	
Notice of Classification	Bidder Provides	
Contractor Registration Act Certificate (Prevailing Wage)	Bidder Provides	
Affirmative Action Form AA201, AA302, Certificate, Federal Letter	Bidder Provides	
W9-Taxpayer Identification Number	Bidder Provides	
Business Registration Certificate	Bidder Provides	
Affirmative Action Certificate	Bidder Provides	

Bidder’s checklist signature: _____

PROPOSAL PAGE

A) Hourly fee for repairs (Weekdays 7:00 a.m. to 2:00 p.m.) \$ _____ hr. x 2,080 hours = \$ _____

B) Presuming that parts cost \$50,000, what is your % markup? _____ % x \$50,000 = \$ _____

The amounts above (A and B) are estimates only and will be used to determine the winner of the bid. A and B are not guarantees of the number of hours or materials to be used in the resulting contract.

Total amount of Bid: A + B from above: \$ _____ (Total Hours and Total Markup from above)

Total of Bid Written in words: _____

COMPANY NAME AND ADDRESS OF BIDDER (Type or Print)

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL (Also, Type or Print)

I certify that I am an authorized representative from the above named company with full authority to bind the company to the terms and conditions of this bid. I have read the specifications and drawings and agree to all conditions set forth therein.

Signature

Date

Telephone Number

Printed Name, Title

Email