RAHWAY BOARD OF EDUCATION
RAHWAY, NEW JERSEY 07065

PUBLIC WORKS

Bid Specifications & General Requirements

ASPHALT PAVING SERVICES

BID NO: #05-202627

Wednesday, August 12, 2026
Bid Opening Date

12:00 Noon
Bid Opening Time

ERIC BURNSIDE
School Business Administrator/Board Secretary

RAHWAY BOARD OF EDUCATION
RAHWAY, NEW JERSEY 07065

REQUEST FOR BIDS
PUBLIC WORKS

Bid Advertisement

The Rahway Board of Education hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21 (a) (b) for

ASPHALT PAVING SERVICES
Bid No. #05-202627

All necessary bid specifications and bid forms may be secured upon written request to:

Eric Burnside
School Business Administrator/Board Secretary
Rahway Board of Education
1139 Kline Place
Rahway, New Jersey 07065
Email eburnside@rahway.net

Bids must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator of the Rahway Board of Education *on or before* the date and time indicated below.

The envelope is to bear the following information:

Title:	**Asphalt Paving Services**
Bid Number	#05-202627
Name and Address of the Bidder	
Bid Opening Date:	Wednesday, August 12, 2026
Bid Opening Time:	12:00 Noon

The bid envelope must be addressed to

RAHWAY BOARD OF EDUCATION
Attn: School Business Administrator/Board Secretary
1139 Kline Place
Rahway, New Jersey 07065

Location of Bid Opening

Rahway Board of Education
1139 Kline Place
Rahway, New Jersey 07065

The bid opening process will begin on the advertised date and time at the Board Offices, 1139 Kline Place, Rahway, New Jersey, 07065. Bids may also be submitted to the School Business Administrator or their designee at the bid opening meeting prior to the advertised date and time. The School Business Administrator shall publicly receive and open all bids on the advertised date and time.

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

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

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

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

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

Each bid shall be accompanied by a bid bond, cashier's check, or certified check made payable to the Rahway Board of Education for the amount of $17,500.00.

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

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

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

Eric Burnside
School Business Administrator/Board Secretary

RAHWAY BOARD OF EDUCATION

ETHICS IN PURCHASING
STATEMENT TO BIDDERS AND VENDORS

Board of Education Responsibility

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

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

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

Contractor/Vendor Responsibility

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

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

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

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

RAHWAY BOARD OF EDUCATION

ADVISORY INFORMATION FOR BIDDERS

PROMPTNESS OF BID SUBMITTAL
The bidder must submit their bid in a sealed envelope to the Office of the School Business Administrator/Board Secretary on or before the advertised bid date and time. The advertised bid date and time for this bid is on Wednesday, August 12, 2026 @ 12:00 noon. No bids shall be received after the time designated in the bid advertisement. No extensions or exceptions will be made.

The Business Office is open Monday through Friday from 8:00 am – 4:00 pm, according to the school calendar, and 8:00 am – 3:00 pm during the summer. Access to the Business Office may be delayed due to security clearance requirements. Bidders may also submit bids to the School Business Administrator/Board Secretary at the bid opening meeting held in the Board of Education Meeting Room prior to the advertised bid opening date and time. Once again, bids will not be received after the time designated in the advertisement.

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

MAIL
Mail is brought to the Board Offices in mailbags at approximately 12:00 Noon each day. It is then sorted within the district system by departments. The Business Office routinely receives its mail at approximately 12:00 Noon

UPS / FedEx / AND OTHER EXPRESS DELIVERY SERVICES
Deliveries of this type usually begin at 12:00 noon. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments to request pickup of their items. There may be a delay in getting bids to the Business Office due to security clearance.

HAND DELIVER BIDS – SUGGESTED PRACTICE
Considering the aforementioned, the Board suggests that bidders arrange to hand-deliver their bid to the Office of the School Business Administrator and submit it in person before the advertised date and time. Please understand that bids arriving after the advertised bid date and time, for any reason, cannot be accepted, opened, or considered.

RAHWAY BOARD OF EDUCATION

DOCUMENTS TO BE SUBMITTED WITH THE BID
PUBLIC WORKS AND CONSTRUCTION

Bidders and vendors are reminded that certain documents must be submitted with the bid package. The Board provides a list of the documents to be submitted.

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

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

The Board requests that the document specified below be submitted with the bid package. However, it must be submitted before the contract is awarded.

Business Registration Certificate

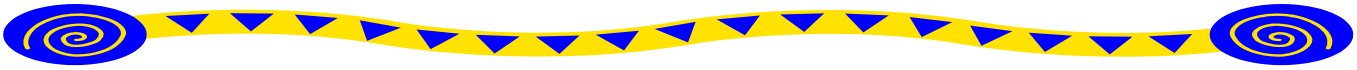
BIDDER, VENDOR, AND CONTRACTOR
Pursuant to N.J.S.A. 18A:18A-2 (t), the term bidder or vendor will be used as the business entity that submits a bid in response to the bid advertisement. The Board will use the term "contractor" to refer to the business entity awarded a public works contract as the lowest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

RAHWAY BOARD OF EDUCATION

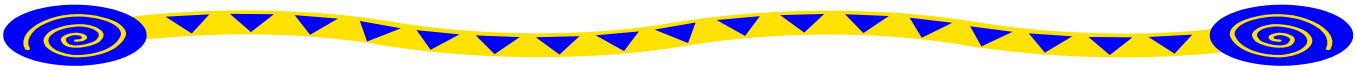
REMINDER!

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

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



GENERAL SPECIFICATIONS



Eric Burnside
School Business Administrator/Board Secretary

RAHWAY BOARD OF EDUCATION

Asphalt Paving Services

INSTRUCTIONS TO BIDDERS

BIDS ARE TO BE SUBMITTED TO:

Eric Burnside
School Business Administrator/Board Secretary
Rahway Board of Education
1139 Kline Place
Rahway, New Jersey 07065

BY: 12:00 Noon PREVAILING TIME ON: Wednesday, August 12, 2026

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

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

Envelope Label Information

District	Rahway Board of Education
Bid Number	#05-202627
Project	Asphalt Paving Services
Bid Date	Wednesday, August 12, 2026
Bid Opening Time	12:00 Noon
Bidder	Name of Business Entity
	Address
	City, State Zip

Failure to properly label the bid envelope may result in the bid being rejected.

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

BID OPENING MEETING
All bids will be publicly received and unsealed by the School Business Administrator at the above address and read beginning at 12:00 Noon on Wednesday, August 12, 2026. Bidders and/or their authorized agents are invited to attend the bid opening. Each bidder is responsible for ensuring that their bid is complete and presented to the School Business Administrator before the advertised bid date and time. No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))

BIDDING REQUIREMENTS

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

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

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

All relevant questions should be related to:

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

2. AMERICAN GOODS

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

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

The contractor must comply with all provisions of Title II of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 121.01 et seq. The Board of Education further recognizes that all specifications for the construction, remodeling, or renovation of any public building shall provide facilities for persons with disabilities. Reference—N.J.S.A. 18A:18A-17.

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

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

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

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

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

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

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

6. ARCHITECT OR CONSTRUCTION DISPUTES

All disputes relating to construction contracts or relating to contracts for engineers, architects, surveyors, design, or skilled services relating to construction contracts for prompt payment issues may be submitted as follows.

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

In the event that any controversy or dispute shall arise among the parties (except a municipality or county) to any such contract, the same shall be referred to the county superintendent of the county in which the districts are situated for determination, and his determination thereon shall be binding, subject to appeal to the commissioner and the State board pursuant to law.

In the event that the districts are in more than one county, the controversy or dispute shall be referred to the county superintendents of the counties for joint determination, and if they are unable to agree upon a joint determination within 30 days, the controversy or dispute shall be referred to the commissioner for determination. N.J.S.A. 18A:18A-14

All disputes shall first be submitted to the architect of record, if there is one, for a determination. If the parties cannot resolve their dispute through the mediation process, the parties are free to file an action in the appropriate court of law.

7. ASSURANCE OF COMPLIANCE FORM

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

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

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

8. BID GUARANTEE AND BONDING REQUIREMENTS

- **Bid Guarantee--N.J.S.A. 18A:18A-24**

Bidders shall submit with their bid package a bid guarantee made payable to the Rahway Board of Education ("Board"). The guarantee shall be in the form of a certified check, cashier's check, or bid bond in the amount of **$17,500.00**. Such deposit shall be forfeited upon the refusal of a bidder to execute a contract. Any bid in the form of a check shall be returned when the contract is executed and a surety (performance) bond filed with the Board of Education.

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

Please note: *Uncertified business checks, personal checks, or money orders are not acceptable*.
All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber-stamp signatures on the bid bond. **Failure to sign the bid bond by either the Surety or Principal and/or failure to submit the properly executed bid bond with the bid package shall be deemed cause for the rejection of the bid.**

The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. 040, Trenton, New Jersey 08625. Failure to submit a properly executed bid guarantee shall be cause for the rejection of the bid. Please note: All bonds submitted to the Board of Education must include the bond underwriter's name, address, and phone number, as well as the Bond Number. The bid guarantee must also include the bid number or solicitation number assigned by the board of education. The Board will not accept a bid with multiple bid numbers listed on the bid bond.

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

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

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

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

The successful contractor shall furnish a Performance, Payment, and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of his Contract. Such written guarantee shall be made payable to the Rahway Board of Education and shall be in the form required by Statute. Attached to the performance bond shall be a Surety Disclosure Statement and Certification, which shall be complete in all respects and duly acknowledged according to law. A model Surety Disclosure Statement and Certification is presented in the Appendix Section of this bid. The contract amount for these services is estimated to be $175,000.00,

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

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

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

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting

contractor to complete the Contract in accordance with its terms following receipt of notice from the Board of such default.

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

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

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

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

9. BID PROPOSAL FORM

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

Business Organization

Each Bid Proposal Form must give the full business address, business phone, fax, e-mail, and the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which it was incorporated, and must contain the signature and designation of the president, secretary, or other person authorized to bind the corporation in the matter.

- Bids by sole proprietorship shall be signed by the proprietor.

- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

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

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

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

10. BID PROTESTS AND BIDDER'S RESPONSIBILITY

Bidders may contact the School Business Administrator in writing when they feel it necessary to protest an award of a contract. The School Business Administrator, the Board Attorney, and the Architect/Engineer (if applicable) will review all protests. All determinations shall be made in writing to the bidder or contractor.

A protest filed shall:

- Include the name, address, electronic mail address, and telephone and facsimile numbers of the protester;
- Be signed by the protester or its representative;
- Identify the bid or solicitation number and date of bid or solicitation;
- Include a detailed statement of the legal and factual grounds of protest, including copies of relevant documents;
- Set forth all information establishing that the protester is an interested party for the purpose of filing a protest;
- Set forth all information establishing the timeliness of the protest and
- Provide any or all information pertaining to the bid protest.

11. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

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

12. BRAND NAME OR EQUIVALENT

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

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

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

Request of the Board of Education

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

Subcontractors

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Board of Education prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.

- The contractor shall maintain and submit to the Contracting Agency (Board of Education) a list of subcontractors and their addresses that may be updated from time to time.

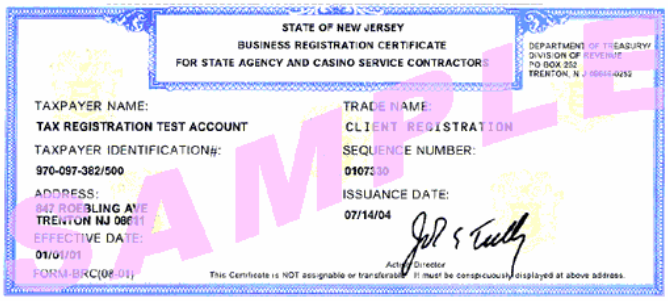
- The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400.

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

SAMPLES OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATES


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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

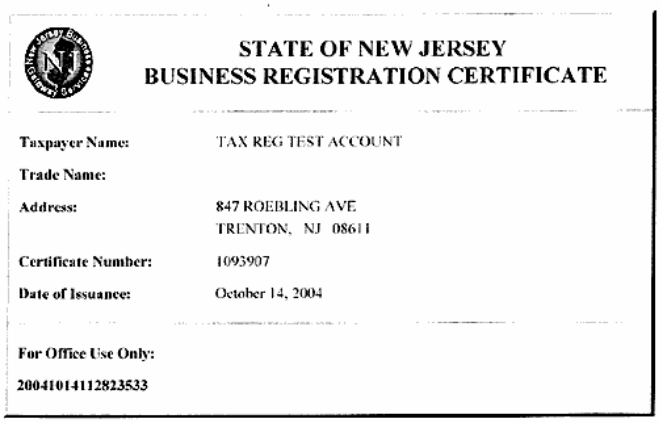
EFFECTIVE DATE:
01/01/01

Acting Director

FORM BRC(08-01)

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

SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

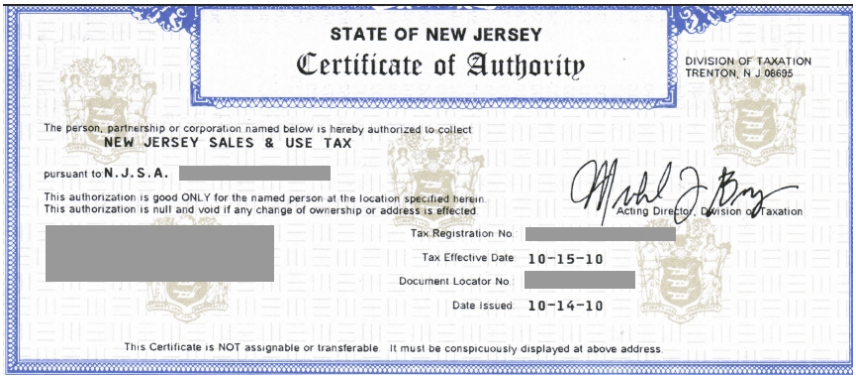
For Office Use Only:

20041014112823533

14. CERTIFICATE OF AUTHORITY

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

Sample Certificate of Authority


STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N J 08695

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. [redacted]

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Acting Director, Division of Taxation

[redacted]

Tax Registration No. [redacted]

Tax Effective Date 10-15-10

Document Locator No. [redacted]

Date Issued 10-14-10

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

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

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

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

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

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

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

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

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

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

Contractors are prohibited from performing any change order unless directed in writing by the Board of Education, Office of the School Business Administrator.

17. CONTRACTS

A. Award of Contract; Rejection of Bid

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

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

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

C. Equal Prices

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

D. Return of Contracts and Related Contract Documents

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

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

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

E. Term of Contract

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

F. Purchase Order Required

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

18. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS

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

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

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

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

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

- **Board of Education Requirement**

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

- **Federal Contracts**

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

19. CONTRACTOR TRADE LICENSES

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

Sample Contractor Trade License


THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs

HAS REGISTERED

ABC CONSTRUCTION
123 YOUR BLOCK
ANYTOWN USA

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

11/01/2013 TO 12/31/2014
VALID

1234567890123
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

DIRECTOR

20. CRIMINAL HISTORY BACKGROUND CHECKS--REQUIRED

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

21. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

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

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

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

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

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

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

Workplace Accountability in Labor List (The WALL)

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

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

All bidders are required to submit a sworn statement, found in the Certification Section, indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report,

or the Federal Debarred Vendor List--Excluded Parties List System—System for Award Management—SAM.gov/exclusions.

Certification of Federal Non-Debarment for Public Works Contracts

Pursuant to N.J.S.A. 52:32-44.1, any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity. The Board has provided in this bid package the Certification of Non-Debarment for Federal Government Contracts, which must be completed, certified to, and submitted to the Board of Education prior to the contract award. Prior to awarding any contract for public work, a person must provide written certification to the Board of Education that neither the person nor the person's affiliates are debarred at the federal level from contracting with a federal government agency. The Board shall not make, negotiate, or award a contract for public work to any person who does not provide such written certification as required.

22. DOCUMENTS, MISSING/ILLEGIBLE

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

23. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

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

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

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

25. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

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

26. FALSE MATERIAL REPRESENTATION/TRUTH IN CONTRACTING

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

Bidders should be aware of the following statutes.

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

a. Any person who shall knowingly violate any of the provisions of P.L.1970, c.73 (C.56:9-1 et seq.) or knowingly aid or advise in such violation is guilty of a crime.

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

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

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

27. 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.

28. INSURANCE AND INDEMNIFICATION

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

- **Commercial General Liability** with a $1,000,000 and $2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage, and Products Liability.

- **Automobile Liability** with a $1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Automobile liability insurance shall be included to cover any vehicle used by the insured.

- **Cyber Security and Privacy Liability** with a $1,000,000 per occurrence or claim.

Other Insurance Coverage

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

Insurance Certificate – When Required

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

Rahway Board of Education
C/o Office of the School Business Administrator
1139 Kline Place
Rahway, New Jersey 07065

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

"The Rahway Board of Education is named as an additional insured."

29. OTHER INSURANCE

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

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

Indemnification

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

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

Builders Risk Not Applicable

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

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

(i) written acceptance by the architect or substantial completion, and

(ii) a temporary certificate of occupancy or certificate of occupancy has been issued.

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

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

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

31. LIABILITY – COPYRIGHT

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

32. LIQUIDATED DAMAGES

The contractor agrees to substantially complete this public works project to the satisfaction of the Board of Education by the stated contract completion date or within the number of working days specified in the contract. Failure to complete the project within the specified time frame or contract completion date shall result in the Board of Education assessing liquidated damages against the contractor in accordance with N.J.S.A. 18A:18-41 and 18A:18-19.

Good Faith Estimate

The Board of Education may assess liquidated damages by deducting the amount from monies that may be due or become due under the contract. A good-faith estimate of damages may be outlined in the Technical Specifications section of the bid.

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

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

The Board of Education may also assess against all monies owed to the contractor liquidated damages for the violation of any terms and conditions of the contract or agreement by the contractor or the failure to perform said contract or agreement in accordance with its terms and conditions or the terms or conditions of the "Public School Contracts Law," in accordance with and pursuant to N.J.S.A. 18A:18A-19 and 18A:18A-41.

33. MAINTENANCE BONDS Not Required

When required by the Board of Education, the contractor shall furnish a Maintenance Bond for the total sum of the contract price, indemnifying the Board of Education against defects in construction for a period of two (2) years after the completion of the work, general wear and tear excepted.

The condition of this obligation is such that if the successful contractor shall indemnify and hold harmless the Board of Education from and against all losses, costs, damages, and expenses, whatsoever, which the Board may suffer or be compelled to pay because of the failure of the successful contractor to indemnify the Board against defects in construction for a period of two (2) years after the completion of the work.

34. NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

36. PAYMENTS

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

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

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

37. PAYMENT, PARTIAL, WITHHOLDING

A. Contract Thresholds; Partial Payments/Withholding

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

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

- Contracts – Exceeding $100,000 – Monthly Payments

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

B. Withholding of Monies – Percentage to be Withheld

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

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

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

C. Prompt Payment

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

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

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

The Board must approve the payment of all bills. For the Board to consider a bill for approval, it shall be submitted to the Board at least two weeks prior to a scheduled or rescheduled Board meeting date. If the Board, or any agent or officer of the Board, determines that the bill is not approved, then notice of the disapproval shall be sent to the contractor within twenty (20) days of the Board meeting on which the bill was listed for approval. If the Board approves the bill, then payment shall be made to the contractor within seven (7) days of the Board meeting as per the "payment cycle."

D. Release of Liens

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

38. PERFORMANCE REVIEW—REPORT BY THE SCHOOL BUSINESS ADMINISTRATOR

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

39. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

- **Annual Disclosure**

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

- **Chapter 271 Political Contribution Disclosure Form**

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

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

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

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

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

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

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

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

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

40. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

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

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

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

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

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

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

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

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

41. PRE-BID MEETING

The pre-bid meeting is an important part of the bidding process. It ensures all bidders have a common understanding of the procurement/contracting requirements and the scope of work. Although pre-bid meetings are not mandatory, all potential bidders are strongly encouraged to attend. Please review the Technical Specifications for a pre-bid meeting announcement. Any or all changes to the bid specifications discussed as a result of the pre-bid meeting will be formalized in the form of a written addendum to the specifications and distributed in accordance with N.J.S.A. 18A:18A-21(c) (2). It is anticipated that the pre-bid meeting (if any) scheduled for this project will have an agenda format such as:

- **Registration Period**

All attendees will be asked to register to attend this meeting. Proper photo identification is required. Plans and specifications may be available for purchase from the Architect/Engineer of Record. Attendance will be recorded.

- **Review of Procurement/Contracting Requirements—School Business Administrator**

The School Business Administrator will review the major components of the bid's procurement and contracting requirements.

- **Scope of Work and Scheduled Completion Time—Architect/Engineer**

The Architect/Engineer of Record, if any, in conjunction with the Manager of Buildings and Grounds and the School Business Administrator, will review the requested scope of work and completion time requirements (Number of Working Days). A review of the plans and any drawings may take place.

- **Walkthrough of Facility/Site**

The Architect/Engineer, if any, may conduct a facility site walkthrough with all interested parties in conjunction with the Manager of Buildings and Grounds and/or the School Business Administrator.

- **Questions; Clarifications—Official Addenda Process**

Potential bidders may ask questions during the process. Questions of substantial measure or requiring clarification of work to be completed may be answered at the meeting; however, the Architect/Engineer shall answer all such questions in writing in the form of an official addendum.

Answers to questions, interpretations, or supplemental instructions will be distributed as a written official addendum to the specifications.

The official addenda will be provided by the School Business Administrator's Office of the Board of Education in accordance with N.J.S.A. 18A:18A-21(c) (2) to the bidder by certified mail, certified fax, or delivery service, no later than seven (7) days, not including Saturdays, Sundays, or holidays prior to the date for acceptance of the bids. All addenda so issued shall become part of the bid and contract document.

42. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

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

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

43. PRE-QUALIFICATION OF BIDDERS

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

NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2 shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:76-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Prequalification Affidavit—No Material Adverse Change
Every pre-qualified bidder shall submit, with their bid, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification**. Any bid not including a copy of this affidavit shall be rejected as being non-responsive to the bid requirements**. (N.J.S.A. 18A:18A-32)

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

Notice Of Classification N.J.S.A. 18A:18A-26 et seq., N.J.S.A. 52:35-1 et seq.
All bidders for public works contracts exceeding $20,000 shall submit with their bid a copy of a valid and active Notice of Classification letter issued by the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. Any bid submitted to a school board under the terms of New Jersey Statutes, not including a copy of a valid and active classification letter, shall be rejected as being non-responsive to bid requirements.

Uncompleted Contracts (**For Contracts Exceeding $20,000)--N.J.A.C. 17:19-2.13 (a)**
All bidders for public works contracts exceeding $20,000 shall submit with their bid a copy of a certified Total Amount of Uncompleted Contracts Form as prescribed by code. (Form DPMC 701). Failure to submit this document will result in the rejection of the bid as being non-responsive.

44. PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS

The State of New Jersey Prevailing Wage Act, with applicable statewide wage rates and the wage rates for the county of the location of the school district, as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:1156.27 et seq., may be included in these bid contract documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development or may be viewed at the following link. https://www.nj.gov/labor/wageandhour/.

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

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

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

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

The bidder who submits the lowest bid price for the contract by ten (10 %) percent or more under the amount of the next lowest bid shall prior to the award of the contract, certify to the Board of Education on a form provided by the Board, that the prevailing wage rates required by the Prevailing Wage Act shall be paid in performing the work under the contract. If the bidder does not provide the certification required prior to the award of the contract, the Board of Education shall award the contract to the next lowest responsible and responsive bidder. Reference N.J.S.A. 34:11-56.27 (a)

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

Every contractor is required to submit certified payrolls to the Board of Education for each payroll period within ten (10) days of paying wages to their employees. The contractor shall use the New Jersey Department of Labor/Workforce Development Form MW-562 (6/23) to certify payroll records. The contractor further understands that the Board of Education will not make any payments to the contractor if the Board does not receive certified payrolls. The contractor is responsible for ensuring timely receipt by the Board of certified payrolls. Reference N.J.A.C. 12:60-5.1 (c)

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

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

  - **Reminder to the Contractor**

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

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

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

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

- **Posting of Prevailing Wages**

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

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

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

- **Non-compliance Statement**

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

45. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

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

46. PUBLIC WORKS CONTRACTOR'S REGISTRATION EVIDENCE—"Public Works Contractor Registration Act"

- Valid Certificate – Receipt of Bid

All contractors must adhere to the provisions of the Public Works Contractor Registration Act – N.J.S.A. 34:11-56.48 et seq. The PWCRA requires that "*No contractor shall bid on any contract for public work . . . unless the contractor is registered pursuant to this act."* The law requires that all contractors and sub-contractors named in the bid possess a valid certificate at the time the bid is received by the contracting unit, in this case, the Board of Education. All bidders **are requested** to submit with the bid package a current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Act Certificate that was issued by the State of New Jersey prior to the receipt of the bid date and time. The contractor most likely to be considered for the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate and, if applicable, copies of certifications of all listed subcontractors prior to the award of the contract. **If the successful contractor fails to provide copies of certificates prior to contract award, the bid may be rejected as non-responsive.**

47. REJECTION OF BIDS

- **Bid Rejections—N.J.S.A. 18A:18A-22—Rejection of All Bids**
  The Board of Education reserves the right to reject all bids pursuant to the conditions outlined in N.J.S.A. 18A:18A-22.

- **Bid Rejections—Individual Bids**
  The Board reserves the right to reject individual bids when, in its determination, the bid received is not responsive pursuant to N.J.S.A. 18A:18A-2 (y) and/or when the Board determines the bidder not to be responsible—N.J.S.A. 18A:18A-2 (x).

48. RENEWAL OF CONTRACT; AVAILABILITY AND APPROPRIATION OF FUNDS

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

49. RIGHT TO KNOW LAW

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

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

50. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)

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

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

The included Statement of Ownership shall be completed and submitted with the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorships, and Subchapter S corporations**. Failure to submit a disclosure document shall result in rejection of the bid, as it cannot be remedied after bids have been opened.**

51. SUBCONTRACTING: Subcontractor Disclosure Statement; Named Specialty Trades

Pursuant to N.J.S.A. 18A:18A-18 (b), any bidder who bids for the overall contract (Paragraph (5) and who will subcontract any of the following work shall identify the subcontractor(s) that will be used on the form provided by the Board of Education.

- Plumbing and gas fitting work;
- Refrigeration, heating, and ventilating systems and equipment;
- Electrical work, including any electrical power plant, tele-data, fire alarm, or security systems; and
- Structural steel and ornamental ironwork;

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

Qualified Subcontractors

If the cost of the work done by the subcontractors exceeds $20,000.00, then said contractor shall be qualified in accordance with N.J.S.A. 18A:18A-26 et seq. For those subcontractors in the four branches listed above, the bidder shall supply proof that the subcontractor is qualified by submitting with the bid response the following subcontractor documents:

- Notice of DPMC Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate
- Trade Licenses when applicable

For all other subcontractors who will perform work valued in excess of $20,000.00, the bidder shall submit evidence of the subcontractor's qualifications listed above within ten (10) days of receipt of notice of the award of the contract.

Documents to be Submitted: All Subcontractors; Request of the Board of Education

Contractors, other than those submitting a bid pursuant to Paragraph (5) of N.J.S.A. 18A:18A-18A and who will be using a subcontractor on any part of the bid, are requested to identify the subcontractor(s) by submitting the bid package with the following subcontractor documents at the time of the bid:

- Notice of DPMC Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate
- Trade Licenses when applicable

Contractors are reminded that the subcontractors listed on the forms provided by the school district may not be changed later, except in the case of failure to perform or other contract breaches, when a change is needed to protect the school district.

NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2 shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:76-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

52. SUBCONTRACTING: PROHIBITIONS: HOLD HARMLESS

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

Subcontractors Prohibited from Subcontracting

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

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

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

53. SWORN CONTRACTOR CERTIFICATION—(Bidder's Certification)

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

54. TAXES; Contractor's Use of Board's Tax Identification Number—Prohibited

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

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

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

55. TERMINATION OF CONTRACT

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

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

56. WITHDRAWAL OF BIDS

- **Before The Bid Opening**

The School Business Administrator may consider a written request from a bidder to withdraw a bid if the request is received before the advertised bid opening time. Any bidder granted permission by the School Business Administrator to withdraw their bid cannot resubmit a bid for the same advertised project. That bidder shall also be disqualified from future bidding on the same project if the project is rebid.

- **After The Bid Opening**

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

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

RAHWAY BOARD OF EDUCATION

BID DOCUMENTS

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

Eric Burnside
School Business Administrator/Board Secretary

ACKNOWLEDGEMENT OF ADDENDA

Asphalt Paving Services

Bid No. **#05-202627** Bid Date **Wednesday, August 12, 2026**

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

ADDENDUM NO.	ISSUING DATE
_____	_____
_____	_____
_____	_____
_____	_____

☐ **NO ADDENDA RECEIVED**

Name of Business Entity _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

At the Board's request, this document is to be submitted with the bid package.

AFFIRMATIVE ACTION—CONSTRUCTION CONTRACTS--ACKNOWLEDGEMENT

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

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

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

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

Vendor/Contractor Guidelines for Awarded Public Contracts

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

NJ Department of the Treasury Contract Compliance (state.nj.us)

Name of Business Entity _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

Bid No. #05-202627

At the Board's request, this document is to be submitted with the bid package.

ASSURANCE OF COMPLIANCE FORM

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

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

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement
When applicable, the contracted service provider shall provide to the school district, prior to commencement of the contract, evidence or proof that each employee assigned to provide services and who comes in regular contact with students has had a criminal history background check and, furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of a criminal history background check for any employee coming in regular contact with students prior to commencement of contact may be cause for breach of contract. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and the NJDOE Broadcast of September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

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

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

Name of Business Entity _____

Name of Authorized Representative _____

Signature _____ Date _____

At the Board's request, as part of this bid, all bidders must sign and submit the enclosed Assurance of Compliance Form, acknowledging their responsibilities to comply with the above laws and administrative code.

RAHWAY BOARD OF EDUCATION

CHAPTER 271
POLITICAL CONTRIBUTION DISCLOSURE FORM

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44-20.26

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

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient	Name of Contributor

The Business Entity may attach additional pages if needed.

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

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

Certification

The undersigned, being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26.

Name of Authorized Agent _____

Signature _____ **Title** _____

Business Entity_____

Bid No. #05-202627

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

CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

County Name: Union
State: Governor and Legislative Leadership Committees
Legislative District #s: 20, 21, 22, & 29
State Senator and two members of the General Assembly per district.
County:
Commissioners County Clerk Sheriff Surrogate

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

Berkeley Heights Township

Clark Township

Cranford Township

Elizabeth City

Fanwood Borough

Garwood Borough

Hillside Township

Kenilworth Borough

Linden City

Mountainside Borough

New Providence Borough

Plainfield City

Rahway City

Roselle Borough

Roselle Park Borough

Scotch Plains Township

Springfield Township

Summit City

Union Township

Westfield Town

Winfield Township

Boards of Education(Members of the Board):

Berkeley Heights Township

Clark Township

Cranford Township

Elizabeth City

Garwood Borough

Hillside Township

Kenilworth Borough

Linden City

Mountainside Borough

New Providence Borough

Plainfield City

Rahway City

Roselle Borough

Roselle Park Borough

Scotch Plains-Fanwood Regional

Springfield Township

Summit City

Union Township

Westfield Town

Winfield Township

RAHWAY BOARD OF EDUCATION

CONTRACTOR QUESTIONNAIRE/CERTIFICATION

Asphalt Paving Services

Bid No. #05-202627 Bid Date Wednesday, August 12, 2026

Name of Business Entity _____

Address _____ P.O. Box _____

City, State, Zip _____

Business Phone Number ( )_____ Extension _____

Emergency Phone Number ( )_____FAX NO. ( )_____

E-Mail _____ FEIN No. _____

Unique Entity Identifier (if applicable)_____CAGE Code (if applicable)_____

Questionnaire

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

   _____ Years

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

   ☐ Yes ☐ No

   If yes, explain _____

   _____

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

   ☐ Yes ☐ No

   If yes, explain _____

   _____

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

   ☐ Yes ☐ No

If yes, explain _____

(Form continued on next page)

CONTRACTOR QUESTIONNAIRE/CERTIFICATION--Page 2

Asphalt Paving Services

Bid No. **#05-202627** Bid Date **Wednesday, August 12, 2026**

_____

Name of Business Entity

Experience – Educational Facilities:

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

A. Title of Work/Project: _____

Name of School District: _____

Name of School Official: _____ Title _____

Phone Number _____ E-Mail _____

Date(s) of Project: _____

B. Title of Work/Project: _____

Name of School District: _____

Name of School Official: _____ Title _____

Phone Number _____ E-Mail _____

Date(s) of Project: _____

C. Title of Work/Project: _____

Name of School District: _____

Name of School Official: _____ Title _____

Phone Number _____ E-Mail _____

Date(s) of Project: _____

(Form continued on next page)

CONTRACTOR QUESTIONNAIRE/CERTIFICATION--Page 3

Asphalt Paving Services

Bid No. **#05-202627** Bid Date **Wednesday, August 12, 2026**

_____

Name of Business Entity

References

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

	Firm	Principal	Phone Number
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Name of Business Entity

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

Bank	Officer	Phone Number
_____	_____	_____

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

	Firm	Principal	Phone Number
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

(Form continued on next page)

CONTRACTOR QUESTIONNAIRE/CERTIFICATION--Page 4

Asphalt Paving Services

Bid No. **#05-202627** Bid Date **Wednesday, August 12, 2026**

_____

Name of Business Entity

CERTIFICATIONS

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

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

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

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

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

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

_____

President or Authorized Agent

_____

Signature

At the Board's request, this document is to be submitted with the bid package.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
Public Works

Asphalt Paving Services

Bid No. #05-202627 **Bid Date Wednesday, August 12, 2026**

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

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

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

Name of Business Entity _____

Authorized Agent_____ Title_____

Authorized Signature_____ Date_____

At the Board's request, this document is to be submitted with the bid package.

EQUIPMENT CERTIFICATION

Asphalt Paving Services

Bid No. #05-202627 **Bid Date: Wednesday, August 12, 2026**

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

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

or

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

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

1. A certificate stating the source from which the equipment will be obtained and

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

Name of Business Entity_____

Authorized Agent_____ Title_____

Authorized Signature_____ Date _____

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

NON-COLLUSION AFFIDAVIT

Asphalt Paving Services

Bid No. #05-202627 **Bid Date: Wednesday, August 12, 2026**

I, _____ of the City of _____

in the County of _____ and the State of _____

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

I am_____ of the _____
Title Name of Business Entity

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

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

_____
(**Print Name of Contractor/Vendor)**

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

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

_____ _____
NOTARY PUBLIC SIGNATURE **Print Name of Notary Public**

My commission expires _____ _____, _____.
Month Day Year

SEAL *STAMP*

This document is to be submitted with the bid package.

PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE

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

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

NO MATERIAL ADVERSE CHANGE IN QUALIFICATION

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

NOTICE OF CLASSIFICATION (FORM DPMC 27)

The Name of the Business Entity _____
is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq. This Classification became effective _____
_____
Type of Contract/Trade Classified: _____
Classification Approved Amount $_____
With this bid, I have submitted a copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction.

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS (DPMC 701)

The total amount of uncompleted work is $_____
A copy of the Business Entity's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

NJSDA PREQUALIFICATION

The Name of Business Entity _____
is prequalified, pursuant to N.J.S.A.18A:7G-33, with the NJSDA on contracts for "school facilities" projects as defined by code. NJSDA prequalification is not a requirement for maintenance projects.

_____ _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE **DATE**

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

_____ _____ Notary Public of _____
SIGNATURE OF NOTARY Print Name of Notary State

My Commission Expires:_____ _____ _____ **-SEAL-**

Bid No. #05-202627

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

PREVAILING WAGES COMPLIANCE CERTIFICATION

Asphalt Paving Services

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

Certification

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

Certified Payrolls—Form MW 562 (6/23)

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

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

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

- **Reminder to the Contractor**

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

Non-compliance Statement

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

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

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

* Yes _____ No _____

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

Submission of Certified Payroll Records

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

Eric Burnside
Rahway Board of Education

Name of Business Entity _____
Authorized Agent_____Title _____
Authorized Signature_____**Date** _____

At the Board's request, this document is to be submitted with the bid package.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:2524.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II: Check the appropriate box

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

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

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

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

SUBCONTRACTOR'S DISCLOSURE FORM

Asphalt Paving Services

The _____ *(Name of Business Entity)*

Please Check One! _____ will sub-contract a portion of this project.
_____ will not sub-contract any portion of this project.

Authorized Agent _____ **Title**_____
Signature of Bidder _____ **Date**_____

If the bidder is not going to subcontract any portion of this project, the bidder need not complete any further part of this document. If the bidder will subcontract any of the work, the bidder must do the following:

- Identify the contract number and type of work they intend to subcontract;
- Provide the name, address, and other pertinent information about the subcontractor.*
- If the cost of the work by the subcontractor shall exceed the amounts listed below, the bidder shall provide in the bid package submission the following documents:

Subcontractor Documents Submission; Single Overall Contract Bid
For those subcontractors in the four branches listed below, the bidder shall supply proof that the subcontractor is qualified by submitting with the bid response the following subcontractor documents:

- Plumbing and gas fitting work;
- Refrigeration, heating, and ventilating systems and equipment;
- Electrical work, including any electrical power plant, tele-data, fire alarm, or security systems; and
- Structural steel and ornamental ironwork;

Documents to be Submitted

- Notice of DPMC Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate

Subcontractor Documents Submission: All Subcontractors
Contractors, other than those submitting a bid pursuant to Paragraph (5) of N.J.S.A. 18A:18A-18A and who will be using a subcontractor on any part of the bid, are requested to identify the subcontractor(s) by submitting the bid package the following subcontractor documents at the time of the bid:

Documents to be Submitted

- Notice of DPMC Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate

** Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

The Board of Education requires that this document be submitted with the bid package.
The Board of Education requires that this form be completed and returned with the bid, if applicable.

REQUEST OF THE BOARD OF EDUCATION

Contractors, other than those submitting a bid pursuant to Paragraph (5) of N.J.S.A. 18A:18A-18A and who will be using a subcontractor on any part of the bid, are requested to identify the subcontractor(s) by submitting the bid package with the following subcontractor documents at the time of the bid:

SUBCONTRACTOR'S DISCLOSURE STATEMENT
OTHER TRADES

Asphalt Paving Services

Name of Trade/Type of Work _____
Name of Subcontracting Business Entity _____
Address _____
City, State, Zip _____
Telephone _____ Fax _____
E-Mail _____ FEIN No:_____

Authorized Agent _____ Title _____

Will the cost of the sub-contract exceed $20,000.00?

_____ Yes Estimated Value of Contract $ _____

_____ No Estimated Value of Contract $ _____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- Notice of DPMC Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate

Certification of Equipment

The _____ hereby certifies the above-named
Name of Business Entity
subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____
Authorized Agent (Print) -- Bidder **Signature of Authorized Agent—Bidder**

SWORN CONTRACTOR CERTIFICATION; QUALIFICATIONS AND CREDENTIALS

(Bidder's Certification)

Bid No. #05-202627

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

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

- A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of this certificate is requested to be submitted with the bid but prior to the award of the contract.

- A current, valid Certificate of Authority to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;

- A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;

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

Name of Business Entity _____

Name of Owner or Officer_____

Signature of Owner or Officer_____

Notarized before me this _____ day of _____, _____
Month Year

_____ _____
NOTARY PUBLIC SIGNATURE Print Name of Notary Public

My commission expires _____ _____, _____.
Month Day Year

-SEAL- **STAMP**

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

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

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

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

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

Name of Business Entity _____

Authorized Agent_____

Signature_____ Date_____

At the request of the Board, this Board requests that this form be submitted with the bid.

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

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. l7:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Revised: July 2022)

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

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

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

PART I: BIDDER/VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
Unique Identifier Number (if applicable)	
CAGE/NCAGE Code (if applicable)	
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

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

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

PART III – CERTIFICATION OF NON-DEBARMENT: INDIVIDUAL OR ENTITY OWNING GREATER THAN 50 PERCENT OF THE ORGANIZATION	
Section A (Check the Box that applies)	
☐	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	
☐	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)	
☐	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	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification

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

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities			
Section A			
☐	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			
☐	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)			
☐	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			
☐	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
I hereby certify that the Organization listed above in Part I, does not own greater than 50 percent of any entity that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Rahway Board of Education is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the **ANYTOWN** Board of Education to notify the **Rahway Board of Education** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **Rahway Board of Education**, permitting the **Rahway Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

At the Board's request, this form is to be completed and returned with the bid.

RAHWAY BOARD OF EDUCATION

Appendix Section

A. Model Performance Bond Form - *Sample*

B. Surety Disclosure Statement and Certification - *Sample*

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

SAMPLE

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

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

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

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

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

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

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

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

Surety Disclosure Statement and Certification
N.J.S. A. 2A:44-143

SAMPLE

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

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

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

.....

.....

.....

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

.....

.....

.....

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

.....

.....

.....

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

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4)

above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

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

.....

.....

.....; and

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

CERTIFICATE

(to be completed by an authorized certifying agent

for each surety on the bond)

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

.....

(Signature of certifying agent)

.....

(Printed name of certifying agent)

.....

(Title of certifying agent)

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

RAHWAY BOARD OF EDUCATION

TECHNICAL SPECIFICATIONS

Eric Burnside
School Business Administrator/Board Secretary

RAHWAY BOARD OF EDUCATION
RAHWAY, NEW JERSEY 07065

ASPHALT PAVING SERVICES

As Needed Basis/On-Call Services

Intent
The intent and purpose of this bid is to establish a contract with a qualified contractor to provide Asphalt Paving Services for the Rahway Board of Education on an “as needed" and on-call time and material basis.

A “time-and-materials contract” means a contract for the actual costs of materials and services acquired on the basis of direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit.

District Information
The Rahway Public School District, a Regular Operating District (ROD) located in the municipality of Rahway in Union County, New Jersey.

Rahway Schools comprises four elementary schools, one middle school, and one high school. The District has approximately 4,000 students and 320 faculty members. The school budget is currently $123,715,922.

The District is led by Dr. Aleya Shoieb, Superintendent of Schools, and Eric Burnside, School Business Administrator/Board Secretary. Mr. Thomas Giglio, CEFM, is the Manager of Buildings and Grounds.

Term of Contract:
The term of the contract shall be from September 1, 2026, through June 30, 2027. The Board of Education reserves the right to offer the contractor a two (2) year extension of this contract if it so desires in accordance with N.J.S.A. 18A:18A-42.

Estimated Annual Contract: $175,000
Based on the previous school years’ contract amount, the annual contract amount is estimated at $175,000 or more. The amount in no manner implies a guarantee of the amount listed. The above amount may be used for bonding purposes.

Contractor Qualifications:
The contractor shall be an experienced, licensed contractor in the State of New Jersey and permitted to perform work in Rahway, New Jersey. The contractor shall have expertise in asphalt paving for educational facilities and the public sector. The contractor shall provide evidence of having provided asphalt paving work for at least three (3) New Jersey school districts or municipalities in the past five (5) years. It is preferred that the contractor have a local office within a 25-mile radius of the job site, staffed with qualified, trained workers and laborers.

Scope of Service
The contractor must provide the labor, tools, equipment, and materials to perform asphalt paving, excavation, milling, grading, surfacing, patching, line striping, and block work. The vendor must provide skilled labor and quality materials necessary to deliver to the district the highest-quality asphalt paving consistent with all federal, state, and local codes governing the trades.

Asphalt paving work shall include asphalt paving, excavation, and asphalt paving block work, such as, but not limited to, sidewalks, land grading, framing, sheeting, decks, exterior asphalt paving work, repointing of exterior brickwork, and repairing or replacing storm drain systems.

Road construction and asphalt paving work shall include, but not be limited to

- Asphalt overlay
- Cutting and sawing
- Excavation
- Fog Sealing
- Hot and cold bituminous materials
- Hauling of debris
- Marking and striping
- Milling
- No parking signage
- Patching
- Possible concrete work
- Possible curb work or blocks
- Removing Existing Pavement
- Sealcoating
- Striping
- Traffic Control
- And other work necessary to complete the project

Bituminous Materials
Asphalt cement shall meet AASHTO M-226 and shall be grade AC-20.
Cut back asphalt shall comply with NJDOTSS section 904.2

Prime Coat
Cut-Back asphalt MC-70 or MC-30.
Material shall comply with NJDOTSS section 904.2

Tack Coat
Cut Back asphalt: Grades RC70 or RC-T

Seal Coat
Cut Back asphalt- grades RC250, Rc-800, RC3000, MC-250,MC-800 & MC-3000
Emulsified asphalt – grades RS-1, RS-2, CRS-1 and CRS-2
Inverted emulsified asphalt- Grades IEMC-250 and IEMC-800

Call Back Service
The contractor shall guarantee all work to the complete satisfaction of the district. The contractor must, without charge or fee, promptly return to the district and properly replace any defective work or materials. Again, call-back service shall be provided to the district at no additional cost and within twenty-four (24) hours for non-emergencies and two (2) hours for emergent work.

Environmental Conditions and Requirements
Contractors are reminded of the following regarding work and environmental conditions.

- All paving and surfacing shall comply with the tolerances specified in sections 404.17 and 404.19 of the NJDOTSS.
- Sub-grades dense graded aggregate base course shall be within ½ inch of those specified for that work by the Manager of Buildings and Grounds.
- Bituminous surface shall not vary more than 1/8 inch from a 10-foot straight edge.
- Paving and surfacing materials shall not be placed on a wet surface or when weather conditions would prevent the proper construction of paving and surfacing.
- Do not place tack coat or bituminous primer when the temperature is below 60 degrees.
- When grade adjustments of existing structure(s) are required, the manhole frames, covers, and grating, and gas water valve boxes and covers shall be removed and reconstructed to grade as required. (NOT INCLUDED IN UNIT PRICE BUT TO BE SUBMITTED AS A SEPARATE LINE ITEM TO JOB COSTS)
- Do not work in rain, snow, or in the presence of water.
- Do not work in temperatures below 40° F.
- Do not install materials marked “KEEP FROM FREEZING” when daily temperatures are scheduled to fall below 40° F.
- Do not perform asphalt paving work below 40° F.
- Remove any work exposed to freezing.

Quality of Workmanship
All work shall be quality work performed according to the standards of the industry and to the complete satisfaction of the Office of Buildings and Grounds. All equipment shall be designed and manufactured to operate at the originally specified performance levels or better. Obtaining and paying for permits and all inspections are the contractor's responsibility. The cost of the permits may be added to any or all invoices. All work performed shall be in accordance with applicable Federal, State, and Local Codes, the New Jersey Department of Education, and the latest edition of codes and standards currently in effect.

Personnel Requirements

The district requests the following qualified personnel:

- Asphalt Foreman

Shall be an experienced Project Lead Person, with the ability to manage and supervise the complete bricklaying and asphalt paving for building projects. Must have thorough knowledge of the codes, standards, practices, materials, and processes of asphalt paving. Must have supervisory experience, be proficient in reading and interpreting complex blueprints and specifications, and be able to accurately complete asphalt paving work. Will perform lead man duties as required, including interaction and coordination with other craft coordinators and contractors. Provide personnel and architects' assistance with scheduling and maintenance of associated paperwork.

- Asphalt Laborer

Shall be an experienced asphalt laborer(minimum 5 years' experience) with the ability to perform and/or supervise a crew in the performance of all types of asphalt paving work. Must be able to work from blueprints, sketches, shop drawings, or other instructions. Must be able to perform all services to the complete satisfaction of the board of education.

- Other Workers: Asphalt Screed Operator, Asphalt Raker, Truck Driver

Shall have a minimum of 1 year of experience and the ability to assist with all types of asphalt paving work under a foreman's supervision.

Compliance with New Jersey Prevailing Wage Act—Payment to Workers

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

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

Compliance with All Laws

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, Air Quality, 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, State, and local 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, materials, or equipment necessary to comply with code requirements shall be included in the contractor's price and provided without a contract change.

The 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 district, 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.

The Contractor is to comply with the New Jersey State Uniform Construction Code and the local Construction Code. The contractor is to obtain all local municipal building permits and pay the required fees, when applicable. The contractor is to abide by local inspection requirements. All work performed shall be in accordance with applicable Federal, State, and local Codes and the latest edition of the applicable reference codes and standards.

Provide all required protective measures to maintain the integrity of the surrounding areas. Including OSHA. Submit copies of your worksite OSHA safety manual.

All road and bridge construction included in the work shall be in accordance with the provisions of the ***New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction*****, 2019** or latest version, or other standard references where specifically identified, and these specifications. References by Item number to the "Standard Specifications" shall mean the corresponding sections in the NJDOT Standard Specifications.

Labor Hourly Rate
The contractor will be paid based on the hourly rates listed on the bid form for all labor expended on this contract. Billed labor hours will be based on the actual time spent at the job site or on reporting to any district location.

The total labor-hour bid price shall be fully loaded and all-inclusive, including travel time, lunch periods, and time spent obtaining equipment, supplies, and repair parts off the work site. The board **will not pay for travel time**, supply house time, or fuel surcharges as extra costs. After-hours and weekend work will be coordinated with the district. All deliveries shall be the vendor's responsibility and coordinated through the Office of Buildings and Grounds Department to avoid disrupting the educational process.

Overtime* Hours before or after the Regular Workday, Monday through Friday, and all hours on Saturdays shall be paid at time and a half the hourly rate, inclusive of benefits. All hours worked on Sundays and holidays shall be paid at double the hourly rate, including benefits. *New Jersey Department of Labor and Workforce Development.

All regular work shall be coordinated through the Manager of Buildings and Grounds. Working hours shall be scheduled during the **hours of 7:00 a.m. to 4:00 p.m. (*Regular Workday is eight (8) hours**) during the normal workdays Monday through Friday. The Contractor shall not interfere with the operation of existing essential services during all normal operating hours and periods. *New Jersey Department of Labor and Workforce Development. All emergent work, however, shall be performed in a timely fashion to alleviate the emergent need.

Materials and Parts: Invoice Price Plus Percentage Rate
All materials and parts shall be as specified, new, top quality, and made by or approved by the manufacturer of the replaced part or material. All non-OEM parts shall be approved by the School District before installation. Old, replaced parts shall be given to the head custodian upon request. Replacement materials and parts shall be billed at the invoice rate the contractor paid (including all discounts and rebates), plus the bidder's markup percentage as shown on the Bid Proposal Form.

Supplier invoices for all parts and equipment shall accompany all billings for this proposal. Failure to provide required parts invoices shall result in payment delays until they are submitted. The District reserves the right to provide the contractor with parts and supplies and to charge the contractor only for labor. The school district also reserves the right to purchase from the contractor all items to be invoiced at the contractor's price plus the quoted price allowance for materials. At all times, school district standards shall govern materials.

Markup Percentage Rate—Include on the Bid Proposal Form
The bidder is to include a percentage rate on the Bid Proposal Form. The percentage rate is to be multiplied by $10,000, and the bidder will enter the final total in the space provided.

Explanation of Markup Percentage

Example Purposes Only	Percentage	Times	Total
Materials and Supplies Markup Percentage	15%	$10,000	$11,500.00
Markup percentage rate of the cost of Materials and Supplies of $10,000.			

The chart above is provided only as an example. Bidders are to include a markup percentage on the Bid Proposal Form.

The Material Markup Percentage Rate on the Bid Form shall remain fixed throughout the term of the contract and shall not be adjusted.

The Material Markup Cost on the Bid Form shall include all material shipping, handling, and delivery costs to the work site.

Award of Contract--Total Labor Costs and Total Materials Costs
The Board of Education intends to award the contract to the lowest responsible bidder based on the lowest Total Labor Costs and Total Materials Costs (letter C). The winning bidder's Hourly Labor Rate for each worker will be the basis of the award. Bidders are to include all pricing on the Bid Proposal Form.

The labor hourly rates are subject to change, and the contractor is responsible for complying with New Jersey Prevailing Wage requirements.

Recognized Holidays are noted in the NJDOL Prevailing Wage Rate Determination.

Trade Classifications--NJDPMC

For the purpose of this Public Works bid, each bidder shall be classified by the State of New Jersey Division of Property Management and Construction in one or more of the following trade(s):

Classification Code	Classification Trade Name
C008	General Construction
C009	General Construction; Alterations and Additions
C059	Road Construction and Paving

Proof of classification shall be submitted with the bid package in the form of a current Notice of Classification as issued by the New Jersey Division of Property Management and Construction.

RAHWAY BOARD OF EDUCATION
RAHWAY, NEW JERSEY 07065

Bid Proposal Form—Page 1

ASPHALT PAVING SERVICES
As Needed/On-Call Services

Bid No. #05-202627 **Bid Date: August 12, 2026**

Worker	Hourly Labor Rate*	Times	Total Cost
Asphalt Laborer	$	300 hours	$
Asphalt Foreman	$	200 hours	$
Asphalt Screed Operator	$	200 hours	$
Asphalt Raker or Lute Man	$	200 hours	$
A. Total Labor Costs for All Workers			$
	Markup Percent	**Times**	
B. Materials & Supplies **Markup Percentage**	_____**%**	$10,000	$
Times the cost of $10,000 Materials and Supplies			
C. Total Labor Costs and Total Materials Costs		**A+B**	**$**

Bid Pricing Comparison
The above estimated labor hours, material, and supply costs are being used to compare total contract bid prices submitted by bidders. The above estimates in no manner reflect the actual hours, materials, and costs of supplies.

Award of Contract
The Board of Education intends to award the contract to the lowest responsible bidder based on the lowest Total Labor Costs and Total Materials Costs (letter C). The winning bidder's Hourly Labor Rate for each worker will be the basis of the award.

*The Board of Education will not consider any price lower than the current New Jersey Prevailing Wages, North—March 1, 2026

- Asphalt Laborer $93.33
- Asphalt Foreman $97.58
- Asphalt Screed Operator $94.28
- Asphalt Raker or Lute Man $94.03

Name of Business Entity _____

RAHWAY BOARD OF EDUCATION
RAHWAY, NEW JERSEY 07065

Bid Proposal Form—Page 2

ASPHALT PAVING SERVICES
As Needed/On-Call Services

Bid No. #05-202627 **Bid Date August 12, 2026**

Name of Business Entity		
Address		
City, State, and Zip		
Telephone Number	**Ext.**	**Fax No.**
Email		**Tax ID**
Authorized Agent		**Title**
Authorized Signature		**Date**

Rahway Board of Education

General Conditions, Requirements, and Terms

The School District provides all potential bidders for this project with general conditions, requirements, and terms of the contract that shall be complied with during the contract work.

AHERA Notification

To All Contractors/Workers:
Pursuant to the AHERA (Asbestos Hazard Emergency Response ACT) Regulations, you are hereby informed that the school district has conducted an inspection of its buildings for asbestos-containing building materials. A Management Plan has been developed and approved. The plan identifies asbestos-containing building materials, assesses their friability (the potential to crumble or be reduced to powder under hand pressure), and recommends action based on the risk of asbestos fiber release.

You are hereby informed that you shall inspect the Management Plan prior to the commencement of your work in any of the schools. You are also directed to inform the School Business Administrator if you are going to be working in an area that may cause you to disturb any existing asbestos-containing building materials.

Cleaning and Protection

Contractors are reminded of the following:
They are to clean and protect the work in progress and adjoining materials in place during handling and installation. The contractor shall apply protective covering where required to prevent damage or deterioration. The contractor shall clean and provide maintenance on completed projects as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without causing damage.

Limiting exposures: Each contractor shall supervise its operations to ensure that no part of the work, whether completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

Clean-Up and Adjustments

Contractors are to note the following:

- Repair of deficiencies - Installations noted as deficient during an inspection by the Building and Grounds Department must be repaired and corrected by the contractor and made ready for re-inspection within five working days.

- All work must be done to the satisfaction of the Manager of Building and Grounds or a designated agent.

- Debris - The contractor is responsible for the removal and off-site disposal of all rubble, trash, and debris of all kinds created by or connected with this project. No on-site storage of debris is allowed.

- Debris shall not interfere with any school activity before it is removed.

- Debris impeding school operations will be removed by the district and deducted from the submitted contractor's invoice.

- Prior to the final completion inspection, the contractor shall do a final cleaning. All areas of the site damaged by the contractor's work shall be restored to their original condition. The School Business Administrator shall have final approval of the project's completeness and cleanup.

Contractor Personnel

Contractors are reminded that their employees are representatives of the company performing the services under this contract. Contractors are to understand and share with all workers the following:

- **Bathroom; Toilet Facilities**
  Contractor personnel may not use the school's bathroom and toilet facilities unless school officials have granted express permission. The contractor, when applicable, shall provide and pay for suitable temporary toilets in an approved location on the site.

- **Behavior in General**
  Contractor personnel are representatives of the company performing the services under this contract. The district expects and demands exemplary behavior from all contractor personnel at all times. Use of profanities within earshot or offensive gestures within view of occupants or neighboring residents is prohibited.

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

- **Contact with Staff and Students**
  Contractor personnel are reminded not to have any contact with students/staff members in the district facilities or on school grounds. Contractor personnel may have contact with school district officials designated to work with or supervise the contractor's services.

- **Criminal History Background Check/District Security System**
  The contractor and all subcontractors for the project shall provide to the school district (School Business Administrator or the School Business Administrator/Board Secretary) evidence or proof that each worker assigned to the project who comes in regular contact with students has had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker. The contractor shall comply with the NJ DOE Broadcast issued on September 9, 2019.

The determination of "regular contact with students" will be made by the school district. Failure to provide proof of a criminal history background check for any contractor or subcontractor employee who comes into regular contact with students may be grounds for breach of contract. If it is discovered during the course of the contract that a contractor or subcontractor employee has a disqualifying criminal history, or has not had a criminal history background check, that employee is to be removed from the project immediately.

The District requires all contractors to go through the District's school security system. All workers must present a valid driver's license to be granted access to the security system. The background check is to be performed by scanning a driver's license or other government-issued identification card using district-provided software and a computer. This program will scan the worker's personal identification and check it against a national sex offender database.

Any contractor red-flagged in this database will not be allowed to perform on-site work and must leave the site. Should a contractor wish to appeal a red flag from the owner's security system, the contractor must undergo a Criminal History Review.

- **Equipment and Tool Use**
  Contractor personnel are to use all equipment and tools safely.

- **Food, Drink, and Meals**
  Contractor personnel should refrain at all times (whenever possible) from bringing food or drink on Board property. Contractor personnel should make every attempt to take breaks, lunches, or dinners off the board of education property.

  Contractor personnel are strictly prohibited from purchasing food or drink from school snack bars or cafeterias unless expressly authorized by school officials and under their direct supervision. This does not mean that contractor personnel are prohibited from purchasing food or drink from authorized school vending machines, provided they are given express permission by school officials.

- **Identification Cards; Badges; Uniforms**
  All contractor personnel shall wear a laminated picture ID. The identification badge shall clearly display the individual's first and last names in block letters beneath the picture. The identification badge must also include the company's name and logo. Personnel without proper identification will not be permitted to enter the building to work.

- **Independent Contractor Status--Not School Employees**
  Contractor personnel are reminded that they are not to be considered employees of the school district.

- **Job Safety**
  Contractors are to take all necessary measures to ensure the work is performed safely. There are to be no unnecessary risks in performing the work, and all work is to be completed in accordance with the bid specifications, industry standards, and Occupational Safety and Health Administration requirements. (OSHA)

- **Parking of Vehicles**
  Contractors are to ensure that all personnel park properly in designated areas, with special emphasis on not parking in fire zones, staff or student parking spaces, or handicapped spaces. Contractors are expected to contact school officials about where to park vehicles during the school day and after school hours.

  All vehicles improperly or illegally parked are subject to ticketing and towing.

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

- **Smoking, Controlled Substances, and Alcohol**
  Smoking, possession/drinking of alcoholic beverages, or controlled substances are prohibited on school grounds, both inside and outside. The district has a zero-tolerance policy on these activities.

- **Use of Board Property and Equipment**
  All contractor personnel are prohibited from using any school property, including computers and computer equipment, school telephones, school AV equipment, district vehicles, equipment, tools, etc.

  Personal or business cell phone use will be limited to contacting work supervisors or in emergencies. Contractor personnel are encouraged not to make personal calls during work activity for the school district.

- **Work Clothes; Shoes—Appropriate for Work**
  The contractor must ensure that all personnel are wearing a company uniform and company identification. The uniforms shall bear the company's name and/or logo. The uniform shall consist of a shirt (polo shirt acceptable) and trousers. Contractor personnel are to wear clothing considered the industry standard for the work to be performed. All contractor employees, while on duty, must wear appropriate safety shoes (no sneakers are permitted). Personnel without a proper uniform will not be permitted to enter the building to work.

Conservation of Resources
Each contractor shall coordinate construction activities to ensure that operations are carried out with consideration for conserving energy, water, and materials.

All communication concerning activities for this project or work shall be made through the School Business Administrator or designated representative.

All work shall be coordinated through the School Business Administrator or designated representative. It is anticipated that working hours shall be scheduled from 7:00 a.m. to 4:30 p.m. (Regular Workday) on normal workdays, Monday through Friday. These working hours do not apply to emergent situations.

The contractor shall not interfere with the operation of existing essential services during all normal school operating hours and periods. The contractor shall work after hours if the work will interfere with normal school work, for no additional charge (no overtime) to the Board, unless otherwise regulated by the New Jersey Prevailing Wages Act.

All work that requires a temporary interruption of essential services and student activities shall be done only with the specific approval of the School Business Administrator. The contractor shall submit a work schedule that affects existing services for approval by the School Business Administrator. Work affecting school activities will not be stopped and rescheduled at no additional charge to the district, nor will an extension in contract time be allowed.

Each contractor shall coordinate its activities with those of other contractors and other entities involved to ensure efficient and orderly installation of each part of the work.

Each contractor shall schedule its operations in the sequence required to obtain the best results, where the installation of one part of the work depends on the installation of other components before or after its own installation.

Where space is limited, each contractor shall coordinate the installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair. Each contractor shall make adequate provisions to accommodate items scheduled for later installation.

Damage to Property: Public and Private
The contractor's personnel shall take every precaution to ensure that all property, whether school, municipal, county, state, or private, is not damaged in any manner.

In case direct or indirect damage is done to existing streets or underground structures, sewers, mains, etc., or to public or private property of any kind, or to any materials (asbestos included) or fixtures, or by or because of work in consequence of any act or omission on the part of the contractor, his employees, or agents, of his subcontractors, the contractor shall first report said incident to the School Business Administrator and at their own cost and expense, shall restore such structures, property, materials, etc., to a condition equal or better to that existing before such damage or injury was done.

The contractor shall restore by repairing, rebuilding, or otherwise, as may be required by the Board, or shall make good such damage or injury in a satisfactory manner. The contractor shall be responsible for reimbursing any or all costs for materials or supplies, any or all labor costs for Board personnel, or any or all costs for contracted services for work that may be needed for emergency repairs as a result of the contractor's oversight.

The contractor shall, at all times, safely guard and protect the Board's property from damage or loss in connection with this contract. They shall, at all times, safely guard and protect their own work and adjacent property from damage or loss, as provided by the law and the contract documents. The contractor shall replace or otherwise make good any such damage, loss, or injury.

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

Prevailing Wages--Certified Payrolls
Every contractor agrees to submit a certified payroll to the Board of Education for each payroll period within ten (10) days of the payment of wages. The Contractor further agrees that the Board of Education will not make any payments to the Contractor if the Board does not receive certified payroll. The Contractor is responsible for ensuring the district receives certified payrolls in a timely manner.

Public Safety
The contractor shall provide, at their own expense, lights, fences, barriers, danger warnings, detour warning signs, flagmen, and any other approved devices to provide a safe environment for the student, school employees, and the general public. This is to be done in full accordance with all laws and industry standards and reviewed and approved by the School Business Administrator.

Subcontracting and Subcontractors
Prime contractors with whom the Board of Education has an executed contract may not subcontract any part of any work performed for the Board without first obtaining the Board's written approval. Contractors seeking to use subcontractors must first complete the Request to Subcontract Form as provided by the Building and Grounds Department.

Subcontractors Prohibited from Subcontracting
It is the responsibility of the prime contractor to ensure that no subcontractor who has received written permission to do work for the Board subcontracts any of its/their work without first receiving written approval from the prime contractor **and** the School Business Administrator or designee.

The prime contractor assumes all responsibility for work performed by subcontractors.

Penalties – Unauthorized Subcontractors
The Board of Education shall deduct the amount of $1,000.00 (one thousand dollars) per day as a penalty for each day a prime contractor uses a subcontractor without first receiving **written** permission from the Facilities and Grounds Department.

Temporary Conditions/Actions by Contractor
Any temporary conditions or actions by the contractor, such as enclosures, partitions, safety precautions, barricades, power, utilities, etc., shall be reviewed and approved by the School Business Administrator before implementation.

Unauthorized Personnel
Contractor personnel are not permitted to bring any unauthorized persons onto the worksite, including children or relatives of the contracted worker.

Use of Premises

- Contractors are reminded to limit the use of the premises to work in the areas indicated. Personnel are to confine operations to the areas within the indicated contract limits. Personnel are not to disturb portions of the site beyond the areas in which the work is indicated.

- Driveways, Sidewalks, and Entrances: Contractors are to keep surrounding site areas and entrances serving the premises clear and available to the Board of Education, the district's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

- Contractors are to schedule deliveries to eliminate space and time requirements for the storage of materials and equipment on site.

- Use of Existing Building Areas: Contractors are to maintain the existing building areas in a weather-tight condition throughout the project period. Repair damage caused by any operation. Take all precautions necessary to protect the building and its occupants during the work period.

- If applicable, prior to partial district occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed.

Utility Services

The contractor is reminded about the following concerning utility services:

Existing Utilities--Maintain services indicated to remain and protect them against damage during selective service operations.

The contractor should not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by district officials and authorities having jurisdiction. The contractor shall provide temporary services during interruptions to existing utilities as acceptable to the Board and authorities having jurisdiction.

Under no circumstances shall the contractor unilaterally shut off or otherwise disrupt any utility without the express permission of the School Business Administrator or an authorized agent.

Coordinator of Activities

All activities for this project will be coordinated through the offices of

Mr. Thomas Giglio, CEFM
Manager of Buildings and Grounds.