

**BIDDING & CONTRACT REQUIREMENTS
FOR**

Snow Removal Services

THE WEST ORANGE BOARD OF EDUCATION

**ALL SCHOOLS AND BUILDINGS
WEST ORANGE, NEW JERSEY**

Bid No. 16-09

**November 13, 2015
Bid Opening Date**

**11:00 AM
Bid Opening Time**

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the West Orange Board of Education, Essex County, New Jersey for:

<u>ITEM</u>	<u>DATE</u>	<u>PREVAILING</u> <u>TIME</u>	<u>BID</u>
Snow Removal Services	11/13/15	11:00 AM	16-09

SNOW REMOVAL SERVICES FOR THE WEST ORANGE PUBLIC SCHOOLS

The service contract includes Snow Removal Services.

All bids are for a single prime contractor. Individual sealed bids for this contract will be received by the West Orange Board of Education Office at 179 Eagle Rock Avenue, West Orange, New Jersey 07052, on November 13, 2015 at 11:00 A.M. local time, and will be opened and read aloud immediately thereafter.

Bids are to be marked in a sealed envelope and delivered to John Calavano, Business Administrator, with the name of the project plainly marked on the front of the envelope. This bid must be accompanied by an unconditional certified check, cashier's check or a bid bond in the amount of ten percent (10%) of \$50,000.

Bidding documents will be electronically sent unless otherwise stated. Bid documents can be picked up in person; no documents will be mailed or sent by commercial messenger, shipping service or similar means.

Bidding documents may be examined and/or obtained during the regular business hours of 8:00 A.M. to 3:00 P.M., at the West Orange Board of Education, Buildings and Grounds Office, Room 111, 179 Eagle Rock Avenue, West Orange, NJ 07052.

Addendum (if required) shall be released to all registered Bidders and may be obtained directly from the Buildings and Grounds office on November 4, 2015.

Attention of bidders is particularly called to the requirements of employment to be observed and prevailing rate to be paid under the Contract pursuant to N.J.S.A. 34: 11-56.25 et. seq.

No bidder may withdraw his bid within sixty (60) days after the actual opening of the bid thereof pursuant to N.J.S.A. 18A-36.

The Owner intends to award purchase orders for this work in accordance with the law.

Bidding shall be in accordance with the applicable requirements of N.J.S.A. 18A:18A - 1, et seq., and N.J.A.C. 6:20 - 1, et seq. concerning Public School Contracts.

All bidders must comply with the Affirmative Action regulations of Public Law 1975, c. 127 (NJAC 17:27).

By Order of the West Orange Board of Education, Essex County, New Jersey.

John Calavano
Business Administrator

INSTRUCTIONS TO BIDDERS

1. All attachments enclosed herewith are an integral part of this bid.
2. The bidder is to familiarize themselves with all documents enclosed, as it is conclusively understood that the awarding of this bid is based upon full compliance with the various provisions contained in said documents.
3. The price which the bidder proposes must be written in ink or typewritten in the blank space provided for it on the official BID FORM. In the event of a discrepancy between the unit price and the extensions, the unit price will govern. The Board assumes no responsibility to recalculate total if award is made on the basis of totals.
4. Bid prices shall encompass everything necessary for furnishing the item(s) specified in and in accordance with the specifications, including cost of delivery to the Board Administration Office, 179 Eagle Rock Avenue, West Orange, New Jersey or other schools in the district as directed by the Business Administrator.
5. No charge will be allowed for any sales or excise taxes from which the Board of Education is exempt. The bid price shall be net and shall not include the amount of any such tax. Exemption Certificates, if required, will be provided on forms supplied by the bidder.
6. The contractor must comply with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, and orders. All sub-contractors shall likewise be required by the contractor to comply there-with. Attention is particularly, but not exclusively, directed to the documents included as part of this bid as well as: (1) The prevailing Wage Act 15- Laws of 1963; and (2) Prequalification of Bidders on jobs costing over \$10,000.
7. The contract will be awarded, if at all, to the lowest responsible bidder meeting specifications as determined by the Board of Education or its agents. In determining same, the financial responsibility of the bidder will not be the sole criterion. The Board is equally concerned with the proven and probable ability of the bidder to satisfactorily perform his contract so that the items will be delivered on time and in accordance with the contract documents.
8. Unless otherwise stated, payment of the contract price will be made upon satisfactory completion of the terms of the contract as determined by the Business Administrator.
9. Bids shall be plainly marked and the envelope containing the bid shall be sealed and endorsed on its face with the name of the person, firm, and corporation making such a proposal and the Bid Title for which the proposal is made. The Board will not be responsible for the premature opening of any bid not so marked. Bids must be submitted on our original Bid Form and the enclosed federal and state documents must be executed to be given consideration.
10. The Board of Education reserves the right to increase or decrease quantities in the bid (s).
11. All chemicals and substances must be labeled in a prominent place with the Chemical Abstract Service Number(s) and must be supplied with the product Material Safety Data Sheets (MSDS) (OSHA format or equivalent) where applicable.

GENERAL CONDITIONS, REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

1. INVITATIONS

- A. The West Orange Board of Education, hereinafter called the Owner, invites bids for snow removal services in the West Orange School District, Essex County, NJ, as follows:

Snow Removal Services
District Schools, West Orange, NJ

- B. Sealed Bids for the contract will be received by the West Orange Board of Education office at 179 Eagle Rock Avenue, West Orange, New Jersey 07052 on, **Friday November 13, 2015 at 11:00 AM.** local time, and will be opened and read aloud immediately thereafter.
- C. In the event that the Owner revises the time, date, or location bid receipt, or of opening, such revisions will be issued by Addendum.

2. FORM OF BIDS

- A. The bid shall be submitted, **in triplicate**, in a sealed envelope addressed to The West Orange Board of Education showing the name of the Bidder, the appropriate project and contract designation, and identified by the words:

Snow Removal Services
District Schools, West Orange, NJ

- B. The Sealed Envelope shall contain:
1. The Form of Proposal with all blanks appropriately filled in by typewriter or in ink, with the base bid prices indicated both in words and figures. In case of discrepancy between the words and figures of the base bid or alternative bid prices, the written words shall govern.
 3. Disclosure Statement required under N.J.S.A. 52:25-24.2.
 4. Non-Collusion Affidavit required by N.J.S.A. 52:34-15.
 5. Statement of Compliance with Affirmative Action Regulations.

If a bid is submitted by mail, the sealed envelope shall be enclosed in another envelope addressed to:

John Calavano, Business Administrator
West Orange Board of Education,
179 Eagle Rock Avenue, Room 105B
West Orange, New Jersey 07052

and include the bid identification.

The Bidder may modify or withdraw his bid by mail or email to the Owner prior to the closing time set for receipt of bids, providing such telegram is, in fact, received by the Owner prior to that time and the Owner is satisfied that a written confirmation of the telegram, signed by the Bidder, was deposited in the mail prior to that time. The telegram of modification shall quote only the amount to be added or subtracted from the base bid or alternate bid previously submitted, but shall not reveal any bid sum.

3. PREPARATION OF BIDS

- A. Bids must be submitted on the Form of Proposal furnished by the Board. Where the bidder is a corporation or a partnership, the person submitting the bid must certify that he is duly authorized to submit a bid on behalf of the corporation or partnership. The corporate seal should be affixed to the bid. Alternative bids will not be accepted unless otherwise authorized in the bidding documents. No conditions, limitations or provision may be placed on a bid.
- B. Any bid not received by the date and time set forth in the Notice to Bidders will not be considered by the Board.
- C. A bidder may withdraw his bid at any time prior to the scheduled time for opening bids. No bid may, however, be withdrawn for a period of sixty (60) days from the opening of the bids.

4. BID EVALUATION

- A. A bid is invalid if it has not been received at the designated location prior to the time and date set forth and such invalid bid will not be opened.
- B. A bid, which does not conform with the requirements of the Notice to Bidders, Instructions to Bidders and these Specifications.
- C. The Bidder acknowledges the right of the Owner to reject any and all bids, to waive any irregularity in a bid or part thereof and to accept such a bid. In addition, the Bidder recognizes that the Owner may reject a bid if the Bidder failed to furnish a Bid Bond (if required), Notice of Classification, Disclosure Statement, or if the bid is not submitted on the form provided or is in any way incomplete or irregular.

The Board reserves the right to reject the bid of a bidder with whom the Board has had a prior negative experience.

5. SITE INSPECTION (If Applicable)

- A. It is strongly suggested that all bidders visit the job site prior to submitting their bid(s). Bidders must first contact the District's Buildings and Grounds Department at (973)669-5400 x 20581 and follow any directions regarding site access and security as may be given by the Buildings and Grounds Department. Bidders shall conduct their evaluation in a manner which is not disruptive to the function of the school.
- B. The bidder shall determine that he can secure the necessary labor and equipment and that the materials he proposes to use will comply with the requirements contained in the specifications and can be obtained by him in the quantities and at the time required.

6. BIDDERS REPRESENTATION

- A. The Bidder, by making his bid, represents that he has read and understands the Bidding Documents and that he has included in his bid the cost of all items of work which are expressly or implicitly required to achieve the completion of Work contemplated by the contract under the conditions which will prevail.
- B. The Bidder, by making his bid, represents that his failure to include therein the work of any requirement or provision of the Bidding Documents or the cost thereof, shall in no way relieve him from any obligation in respect to his bid.
- C. The Bidder, by making his bid, certifies that he has visited the jobsite and has thoroughly inspected and evaluated all the existing conditions both on and about the site, which may affect his work and the project requirements.

A claim of mistake or omission will likewise not excuse a bidder from any obligation under his bid. The submission of a bid will be considered conclusive evidence that the bidder has made such an examination.

- D. The Bidder, by making his bid, represents that all products and goods used in the project shall be new and covered by the applicable manufacturer's warranty. Where a brand name is specified in the specifications, the bidder may use an equivalent brand, provided the procedures set forth in the specifications are followed.
- E. 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, granting to the bidder such time as may be necessary for the completion of that portion of the contract for which it is necessary.

7. METHOD OF AWARD

- A. Subject to the provisions of Paragraph 3, each Contract will be awarded to the responsive and responsible Bidder who submitted the lowest base bid, except that, if the Owner exercises his right to accept alternative bids, the award will be made to that responsive and responsible Bidder whose base bid becomes the lowest bid with the selected, accepted alternate(s) included, whether add or deduct or a combination thereof.
- B. A decision on whether the contract will be awarded and to whom it will be awarded shall be made within sixty (60) days from the date the bids are opened. The contract, if awarded, shall be awarded to the lowest responsible bidder. Whenever two or more bids are equal, the Board has the absolute discretion to award the contract to the bidder whose bid is most advantageous to the school district.

- C. If the lowest responsible bidder is not a resident of the State of New Jersey, then the bidders shall designate a proper agent in the State upon whom process may be served as a condition precedent for the awarding of the contract. If the lowest responsible bidder is not a corporation of the State of New Jersey, then the awarding of the contract and payment of consideration thereunder is conditioned upon the bidder filing a certificate of doing business in the State of New Jersey and complying with the provisions of N.J.S.A. 14A: 13-1 et seq.

8. BIDDING DOCUMENTS

- A. All bidding documents will be distributed electronically. Contractor must provide a valid email address to receive the documents electronically. Contractor may also pick up the bidding documents if so desired.

Bidding Documents and other information may be examined and obtained, in person, by Bidders from:

The West Orange Board of Education
179 Eagle Rock Avenue Room 111
West Orange, NJ 07052
Telephone: 973-669-5400 x 20581

Office Hours are 8:00 A.M. to 3:00 P.M., local time, Monday through Friday, excluding holidays and emergency closings.

Documents may be examined and purchased (if required) in person. **Bidding documents will not be mailed, sent by commercial messenger, or shipped by alternate means.**

Documents may not be obtained from any other source. Any bid submitted by a person or persons who obtained Bidding Documents from any source other than that noted above will be invalid.

- B. Each bid set may consist of one project manual or specification book (if applicable).
- C. In case a Prospective Bidder finds discrepancies or omissions in, or is in doubt as to the meaning of the Bidding Documents, he shall at once make inquiry of the Owner (in writing, via mail, email or fax), who will issue interpretations and corrections in the form of Addenda to all Bidders. To receive attention, such inquiries shall be received in the office of the West Orange Board of Education no later than ten (10) calendar days prior to the date of bid opening.
- D. Copies of Addenda will be sent to all Prospective Bidders.
- E. No Bidder, Prospective Bidder, or Sub-Bidder shall rely upon any interpretation or correction given by any method other than Addenda, and the Owner will be not responsible for any oral instructions claimed to have been issued by him, them or any of their agents, consultants, representatives, or employees, in any form other than Addenda.
- F. Communications during bidding:

Questions, requests for clarification or similar communications to the Owner shall only be made via written correspondence or facsimile transmission to the West Orange Board of Education Business Administrator at (973) 669-1979. Addenda will be issued only for inquiries, which are not adequately covered in the bidding documents, and which, in the Owner's opinion, may have an impact on the bid proposal.

Bidders are advised to thoroughly examine the bidding documents prior to making an inquiry. The Owner shall not be obligated to respond to inquiries, which are adequately covered in the bidding documents.

No communications should be made within ten (10) calendar days prior to the date for receipt of bids. The Owner may, at his option, not respond to inquiries made during this time frame. The Owner will not respond to telephone inquiries.

9. DEFINITIONS

- A. All definitions set forth in the General Conditions are applicable to these Instructions to Bidders.
- B. The Bidding Documents include the Advertisement, Instructions to Bidders, the Form of Proposal, Bid Bond, Contractor's Notice of Classification, Disclosure Statement, Affirmative Action Statement, Consent of Surety, the Contract Documents, and all Addenda issued prior to submission of bids.

- C. An Addendum is a written and/or graphic instrument, which modifies or interprets the Bidding Documents by additions, deletions, clarifications, or corrections and whose plural form is Addenda.
- D. A Prospective Bidder is a Contractor who has been furnished a full set of Bidding Documents pursuant to the terms of Subparagraphs 8A and 8B.
- E. A bidder is a Contractor who submits a bona fide bid in accordance with bidding procedures.
- F. Purchase orders will be the method of award of contract. Reference to a contract is a purchase order.

10. SUBSTITUTIONS

- A. Bidders intending to make a request for a substitution, shall make such request in writing at least 10 calendar days prior to bid due date. The bidder shall submit, with his written request, sufficient data and samples if necessary, in order to allow the Owner to evaluate whether or not the proposed substitution complies with the requirements of the specified item.

11. LIQUIDATED DAMAGES

- A. Since the actual damages suffered by the Owner are incapable of precise calculation, the Contractor agrees that the following amount is a fair and reasonable method of measuring the damages suffered by the Owner for each calendar day the project is delayed.

In the event the project is not completed and the building ready for re-occupancy on the dates set forth in the completion schedule, the Contractor shall pay the Owner the sum of Five Hundred Dollars (\$500.00) as liquidated damages, not as a penalty for each calendar day the project is delayed. The liquidated damages amount(s) shall apply to the substantial completion date of each phase of the work, as well as the final completion date and may be cumulative in situations where the work from more than one phase remains incomplete.

12. STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

- A. Pursuant to P.L. 1977, Chapter 33 (N.J.S.A. 52:25-24.2), All corporations and partnerships shall submit a statement with its bid which sets forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or of all individual partners in the partnership who Own 10% or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria has been listed.

- B. Any bidder whose stockholders or partners own less than ten percent (10%) of the stock shall certify such fact to the Board.
- B. A form affidavit is included as part of the bidding documents.

13. RECEIPTED BILLS FOR MATERIALS, ETC.

- A. It is hereby understood and agreed that no payments after the first payment shall be made by the Owner to any Contractor for materials delivered and accepted during any month covered by this contract or any work done or labor furnished during the same period, unless and until receipts and any and all other vouchers showing payment by the Contractor for materials and labor, including payments to subcontractor from the preceding payment to Contractor on the same basis set forth in the Certificate for Payment, having been filed with the Owner and annexed to the Certificate for Payment, having been filed with the Owner and annexed to the Certificate covering said payment applied for; anything to the contrary in any of the Contract Documents referred to herein notwithstanding.

It is further agreed and understood that the General Contractor will require all subcontractors within thirty (30) days after any payment is made to subcontractors to submit sufficient proof of payment, covering both labor and material men so that the Contractor is satisfied that no stop notices can be filed against him for any money due the subcontractor or their labor or material men.

14. RELEASE OF LIENS

- A. Neither the final payment nor any part of the retained percentage shall become due until the Contractors shall deliver to the Owner 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 Owner, to indemnify him against any liens. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

15. FORM OF AGREEMENT

- A. The Contract shall be comprised of the Notice to Bidders, Instructions to Bidders, Bid Specifications, any amendments and clarifications, diagrams, the bidding documents, Agreement between Owner and Contractor and any addenda thereto. The bidder to whom the Contract is awarded shall, within five (5) days from receipt of the Agreement between Owner and Contractor from the Board, sign and return the Contract to the Board.

16. PROGRESS PAYMENTS

- A. In addition to the retainage specified in the contract documents, the Owner reserves the right to withhold on account of subsequently discovered evidence, the whole or part of any monthly payment to such extent as may be necessary to protect against loss on account of defective work not remedied or any form of payment claims against the Contractor that may subsequently have accrued.

If within one (1) year after the completion of the project, any portion of the materials, equipment and work is found to be defective or not in accordance with the contract documents, the Contractor shall correct the problem at his own cost and expense. The payment of the contract sum shall not constitute an acceptance of the work not performed in conformance with the contract documents.

17. LIABILITY

- A. The Contractor shall assume full responsibility and liability for any and all injuries to any person and any and all damages to any property resulting from or in connection with the project which are caused by any error, omission or negligent act of the Contractor, his agents and employees, and any subcontractor which he may employ.
- B. The Contractor shall be liable for any and all damages caused by a breach of the terms of this Contract.

18. INDEMNIFICATION

- A. The Bidder shall indemnify and hold harmless the Board, and their respective employees, officers, agents, servants, construction manager and/or project manager, for any and all claims, liability, damages and expenses, including reasonable attorney's fees arising out of, resulting from or in connection with the project, which are caused by any error, omission, neglect or intentional act of the Bidder, its employees and agents.
- C. The Bidder shall indemnify and hold harmless the Board, and their respective employees, officers, agents, servants, construction manager and/or project manager, from any and all claims, demands, suits, damages, costs and expenses, including reasonable attorney's fees, arising out of or in any way related to a breach of Bidder's agreement with the Board or any personal injury or property damage that may arise out of or result from the acts of omissions of the Bidder in performing the work.
- D. The Board may defend itself, at the Bidder's expense, from any claim or lawsuit which may arise out of the Bidder's performance or lack of performance under the terms of this contract or the Board may elect to have the Bidder provide the Board with legal representation at the Bidder's own expense.

- E. Bidders shall be prepared to exercise due caution at all times for the prevention of injury to persons and property, and be prepared to submit satisfactory proof that he/she maintains public liability, property damage, and workers' compensation INSURANCE. The Board of Education and its agents shall be held and saved harmless from any suits arising from actions of bidders' employees or defects in bids.

19. INSURANCE

- A. The contractor shall assume all responsibility for his/her actions and those of anyone else working for him/her while engaged in any activity connected with this contract. The contractor shall carry sufficient insurance to protect him/her and the Board of

Education from any property damage or bodily injury claims arising out of the contracted work.

- B. The insurance to be provided shall be underwritten by a company licensed to do business in New Jersey and shall be in the types and amounts listed below:

- i. Commercial General Liability insurance in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. Policy shall not be limited by any coverage endorsement, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage, except for 10 days in the event of non-payment of premium. The Board of Education shall be included as an Additional Insured and Certificate Holder.
- ii. Commercial Automobile Liability insurance in an amount not less than \$1,000,000.00 each occurrence, \$1,000,000 each person, covering owned, hired, and non-owned autos, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage, except for 10 days in the event of non-payment of premium.
- iii. Worker's Compensation (in accordance with the laws of New Jersey and any other jurisdiction required to protect employees of the Board and any and all Contracted Parties who will be engaged in the performance of the work on this project); Insurance in the Statutory Limits including Employer's Liability in an amount no less than:
 - Employer's Liability: \$500,000.00 each accident;
 - Disease – Each Employee: \$500,000.00;
 - Disease – Policy Limit: \$500,000.00.
- iv. Bodily Injury Liability: \$1,000,000.00 each occurrence/\$1,000,000.00 aggregate
- v. Property Damage Liability: \$1,000,000.00 each occurrence/\$1,000,000.00 aggregate

- vi. Excess Liability: \$2,000,000.00
Excess Liability shall have a drop down provision to cover \$1,000,000.00 of Employer's Liability section of General Liability, Automobile Liability and Worker's Compensation Listed Above.
- vii. Completed Operations & Products Liability: \$1,000,000.00
(maintain for one year after issuance of Final Certificate of Payment)
- viii. Retention for self-insured hazards: \$10,000 Each Occurrence.

B. All required insurance coverage must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

C. Evidence of actual insurance coverage must be provided in the form of a CERTIFICATE OF INSURANCE, detailing all required coverage's, and showing the Board of Education as an additional insured, and providing for thirty (30) days written notice of cancellation. The Certificate of Insurance shall be submitted to the Board of Education upon notification of award.

20. PAYMENT

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract. The Board may make partial payments at its discretion. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

21. LAWS

A. The Contractor shall comply with all applicable laws, statutes, regulations, and ordinances and any order issued by any governmental entity. This contract shall be governed by the laws of the State of New Jersey.

22. WAIVER

A. No action or failure to act by the Board shall constitute a waiver of any right it may have under the terms of this contract.

23. LAW AGAINST DISCRIMINATION

A. The Bidder (Contractor) agrees to comply with the Law Against Discrimination pursuant to N.J.A.C. 17:27-1 et seq. as set forth at length in Exhibit B attached hereto and made a part hereof.

24. PUBLIC WORKS CONTRACTOR REGISTRATION ACT (P.L. 1999 C. 238)

- A. All contractors and subcontractors as defined in N.J.S.A. 34:11-56.48 et seq. submitting a bid for this project shall be registered with the Department of Labor in accordance with N.J.S.A. 34:11-56.48 et seq. All bidders shall submit proof of registration (or a copy of the registration application) with the bid.

25. BUSINESS REGISTRATION CERTIFICATE (BRC)

- A. All contractors and subcontractors must provide a current New Jersey State Business Registration Certificate (BRC). All bidders shall submit proof of registration (or a copy of the registration application) with the bid.

26. PREVAILING WAGE RATE

- A. Each Contractor and subcontractor is required:
1. To comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.48 et seq., and pay all workmen and/or subcontractors performing services in connection with the project not less than the prevailing rate of wages as determined by the State Department of Labor and industry, whereby said prevailing rate of wages are enumerated in the list of prevailing wage rates included as part of the Project Specifications and Contract Documents, are on file in the board's office and/or the architect's office and are made a part hereof and incorporated herein by reference.
 2. To contact the State Department of Labor and Industry to verify the prevailing wage rates applicable to the Project.
 3. To furnish the board with an affidavit stating that all workmen have been paid in accordance with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et seq.
 4. Upon request, file verified written statements with the board certifying the amounts then due and owing to any and all workmen for wages due on account of the work and the names of the persons whose wages are unpaid and the amount due to each.
 5. To submit weekly payroll forms in full compliance with the Prevailing Wage Act.
 6. To keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by him in connection with the project. Records shall be preserved for two (2) years from the date of payment.
 7. To 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 project and at such place or places as are used to pay workmen their wages.

- B. In the event that it is found that anyone employed by the Contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Board may terminate the Contractor'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 to the Owner for any excess costs occasioned thereby.

27. PERFORMANCE PENALTIES

Contractor will be subject to performance penalties when the contractor fails to meet the final completion date. Performance penalty will \$300.00 per calendar day for each calendar day that the contractor exceeds the final completion date. Owner may start to impose the performance penalties any time after the final completion date.

These performance penalties are different and separate from liquidated damages.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
AFFIRMATIVE ACTION LANGUAGE
(N.J.S.A 10.5-31 et seq)
(N.J.A.C. 17:27)
P.L. 1975, C. 127 (N.J.A.C. 17:27)

GOODS, SERVICES and PROFESSIONAL CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 27, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Div. of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

To be completed and signed below.
Bid

Return with

**PROCUREMENT AND SERVICE CONTRACTS
EXHIBIT "A"
AFFIRMATIVE ACTION QUESTIONNAIRE**

This questionnaire must be completed, signed & returned with your bid.

1. Does your company have a Federal Affirmative Action Plan Approval Letter?
 Yes (If yes, submit a Photostat copy)
 No (If no, complete "A" below)
 - A. Does your company have a Certificate of Employee Information Report?
 Yes (If yes, submit a Photostat copy)
 No (If no, please see "B" below)
 - B. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report form (AA-302) will be returned to you for your completion.
2. Are you a minority-owned business?
 Yes No

In the event that you or your firm is awarded this contract, our office will send the necessary additional forms upon award. These should be submitted within seven (7) working days of notification. (Bidders are required to comply with the requirement of N.J.S.A 10:5-31 et seq., codified at N.J.A.C 17:27-1.1 et seq.). All successful vendors must submit one of the following forms of evidence:

1. Letter of Federal Approval **-OR-** 2. Certificate of Employee Information Report

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

Name: _____

Title: _____

Signature: _____

Date: _____

AN EQUAL OPPORTUNITY EMPLOYER

To be completed and signed below.

Return with Bid

STATEMENT OF OWNERSHIP

NOTICE FOR CORPORATIONS AND PARTNERSHIPS

Chapter 33 of the Public Laws of 1977 (NJSA 52:25-24.2 et seq.) provides that: "No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any 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 or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock, of any class or all individual partners in the partnership who own a ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of the corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria established in this act, has been listed."

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

Please check the appropriate paragraph:

___ I certify that the list below contains the names and addresses of all individual stockholders holding 10% or more of the issued and outstanding stock of the undersigned (partnership) (corporation). If no, so state.

___ I certify that no one individual stockholder owns 10% or more of the issued and outstanding stock of the undersigned (partnership) (corporation).

Company Name

Signature of President, Vice President or Authorized Representative Print Name
Authorized Representative

Title

FAILURE TO SIGN THIS STATEMENT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.

STOCKHOLDERS DISCLOSURE

Name: _____ Name: _____ Name: _____

Address: _____ Address: _____ Address: _____

Percentage of Ownership: _____ Percentage of Ownership: _____ Percentage of Ownership: _____

The Stockholders Disclosure shall be continued until names and addresses of every non-corporate stockholder, and/or individual partner, exceeding the 10% ownership criteria has been listed. Use additional pages if necessary.

NON- COLLUSION AFFIDAVIT

State of New Jersey)

) ss:

County of)

I, _____ of the City of _____

In the County of _____ and in the State of _____

Of full age, being duly sworn accordingly to the law on my oath deposes and says that

I am _____

Of the firm of _____

The bidder making the attached Proposal, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in the restraint of free, competitive bidding in conjunction with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education of the Township of West Orange, New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

established commercial or selling agencies maintained by

_____.
(Name of Contractor)

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

(Signature of Affiant)

(Type or Print Name of Affiant)

Subscribed and sworn to

before me this _____ day

of _____ 19 ____

Notary Public of

My commission expires
_____ 19 ____

Political Contributions Disclosure

PAY TO PLAY

A. The contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

B. In addition, pursuant to N.J.A.C. 6A:23A-6.3, no business entity which has made a reportable contribution (as defined in N.J.S.A. 19:44A-1 et seq.) to a member of the Board of Education during the preceding one (1) year shall be awarded a contract in excess of \$17,500.

C. Any business entity doing business with the School District is precluded from making any reportable contributions to any member of the Board of Education during the term of the Contract.

D. When a business entity is a natural person, a contribution by that person's spouse or child that resides therewith shall be deemed to be a contribution by the business entity. Where a business entity is other than a natural person, a contribution by the person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. A political contribution disclosure (hereinafter referred to as "PCD") form is required to be submitted for all contracts greater than \$17,500. No contract award shall be made unless the completed PCD is submitted to the Board office prior to the award. Failure to submit the PCD shall result in the rejection of the bid.

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 P.L. 2005, c. 271, s.2 (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 State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. 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 Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

1 N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

POLITICAL CONTRIBUTION DISCLOSURE FORM

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

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

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

_____ _____ _____
Signature **Printed Name** **Title**

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

STOCKHOLDERS' DISCLOSURE STATEMENT

ALL CORPORATE OR PARTNERSHIP BIDDERS MUST COMPLETE THIS FORM WHICH
IS IN ACCORDANCE WITH PUBLIC LAW 1977 CHAPTER 33 (N.J.S.A. 52:25-24.2)
FAILURE TO COMPLETE THIS FORM WILL DISQUALIFY BID

List all stockholders or partners in the corporation who own 10% of its stock of any class. If one or more stockholders or partners required to be listed is itself a corporation or partnership, the stockholders or partners for that corporation or partnership owning ten percent (10%) or more of that corporation's stock or partnership's interest shall also be listed and the disclosure shall be continued until the names and addressed of every non-corporate shareholder or individual partner exceeding the ten percent (10%) criteria is listed.

Name	% Interest	Address
Name	% Interest	Address
Name	% Interest	Address
Name	% Interest	Address

I hereby certify that the information given above is true and correct as of

_____	Date of Bid

	Signature of Partner or Corporate Officer

	Title

Witness

STOCKHOLDERS' DISCLOSURE STATEMENT
(Continued)

ALL CORPORATE OR PARTNERSHIP BIDDERS MUST COMPLETE THIS FORM WHICH
IS IN ACCORDANCE WITH PUBLIC LAW 1977 CHAPTER 33 (N.J.S.A. 52:25-24.2)
FAILURE TO COMPLETE THIS FORM WILL DISQUALIFY BID

This section must be completed if the BIDDER is a SOLE PROPRIETORSHIP or a PARTNERSHIP.

The undersigned certifies that

_____ (Name of Bidding Entity)

is a SOLE PROPIETORSHIP (Cross Out Inapplicable Form of Entity)
 PARTNERSHIP

Signed

Address

Phone No.

This section must be completed if the BIDDER is a Corporation.

The undersigned certifies that

_____ (Name of Bidding Entity)

is a SOLE PROPIETORSHIP (Cross Out Inapplicable Form of Entity)
 PARTNERSHIP

Signed

Address

Phone No.

Attested To:

(Affix Corporate Seal)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A 10.5-31 et seq)
(N.J.A.C. 17:27)

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

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

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

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

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2, as amended and supplemented from time to time.

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

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

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

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

Construction Contract:

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 applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by 1 and 2 below, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

1. 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. 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 attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under 2 below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

2. If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of 1 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 consistent with the applicable county employment goals:

i. To notify the public agency compliance officer, the Division, 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;

ii. To notify any minority and women workers who have been listed with it as awaiting available vacancies;

iii. 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;

iv. 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 until such time as the workforce is consistent with the employment goal;

v. If it is necessary to lay off any of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

vi. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(1) 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 determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of 3 below.

(2) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested woman or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(3) If, for any reason, a 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 Division.

vii. 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 Division and submitted promptly to the Division upon request.

3. The contractor or subcontractor agrees that nothing contained in 2 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 county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to 2 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 workers 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 2 above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

4. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division 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.

Name

Company

Signature

Date

**PROCUREMENT AND SERVICE CONTRACTS
LANGUAGE "A"
AFFIRMATIVE ACTION QUESTIONNAIRE**

This questionnaire must be completed, signed & returned with your bid.

1. Does your company have a Federal Affirmative Action Plan Approval Letter?

- () Yes (If yes, submit a Photostat copy)
() No (If no, complete "A" below)

A. Does your company have a Certificate of Employee Information Report?

- () Yes (If yes, submit a Photostat copy)
() No (If no, please see "B" below)

C. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report form (AA-302) will be returned to you for your completion.

2. Are you a minority-owned business?

- () Yes () No

In the event that you or your firm is awarded this contract, the District will send the necessary form. Purchase orders and/or contracts cannot be signed prior to submission of this form. Bidders are required to comply with the requirement of N.J.S.A 10:5-31 et seq., codified at N.J.A.C 17:27-1.1 et seq. All successful vendors must submit one of the following forms of evidence:

1. Letter of Federal Approval **-OR-** 2. Certificate of Employee Information Report

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

Name: _____ Title: _____

Signature: _____ Date: _____

AN EQUAL OPPORTUNITY EMPLOYER

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____

SIGNATURE: _____

TITLE: _____

PRINT NAME: _____

DATE: _____

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

The contractor and the West Orange Township 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

COMPANY

SIGNATURE

DATE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ Name of Company: _____

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c.25, that the person or entity listed above for which I am authorized to bid/renew:

- is not** providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran, AND
- is not** a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Pleasantville Board of Education under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2 – ONLY COMPLETE IF ENGAGING IN INVESTMENT ACTIVITIES IN IRAN

Part 2: Please provide further information related to investment activities in Iran

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

Name: _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

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

Full Name (Print): _____ Signature _____

Title: _____ Date: _____

Name of Company: _____ City/State/Zip: _____

WEST ORANGE BOARD OF EDUCATION

BID DOCUMENT CHECKLIST*

Required if Submission Requirements marked (X)	Initial each
X	Bid Proposal Form
X	Mandatory Affirmative Action Language
X	Americans with Disabilities Act of 1990 Language
X	Non-collusion Affidavit
X	Political Contributions Disclosure Form
X	Stockholder Disclosure Certification
X	Affirmative Action Compliance Notice
X	Proof of Business Registration
X	Iran Disclosure Statement
	Public Works Contractor Certificate
	References

*This form need NOT to be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

**West Orange Board of Education
179 Eagle Rock Road
West Orange, NJ 07052**

Bid Proposal

Name of Company _____
Business Address _____
Telephone Number _____ Bid Date _____
Email: _____

The bidder above-mentioned declares and certifies:

- I. The said bidder is of lawful age and the only one interested in this bid and that no other than said bidder has any interest herein.
- II. That this said bid is made without previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose and is, in all respects, fair and without collusion or fraud.
- III. That no member of the Board of Education nor any officer or employee or person whose salary is payable, in whole or in part, from the treasurer of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it related or in any portion of profits thereof.
- IV. That said bidder has carefully examined and understands that the general conditions to bidders, the instructions to bidders, the specifications and the schedules prepared under the direction of the Board of Education are a part of the bid proposal and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated all of the materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this bid is made.

In the event of the failure of the undersigned bidder to perform within the time stated in the schedule purchase order, as the case may be, the undersigned agrees to pay the Board, on demand, the difference between the price or prices bid and the price or prices for which such items shall be subsequently purchased.

Method of Award:

Owner intends to award this contract in one of two methods.

HOURLY RATE:

- Average hourly cost of snow removal equipment with operator.
- Total hours of snow equipment with operator of hours used per snow fall.
- One (1) year contract with a Two (2) One (1) year renewal options.
- 1st year contract start date will be the award date of a purchase order.

ANNUAL FLAT RATE:

- Flat one (1) total price to remove snow from all designated schools regardless the number of snow falls or the number of requests to remove snow from designated schools.
- One (1) year contract with a Two (2) One (1) year renewal options.
- 1st year contract start date will be the award date of a purchase order.

Snow Removal Hourly Rate:

Initial Year 2015 -2016

_____ Vehicle Gross Weight	_____ Width of Snow Blade	\$ _____ Price per Hour
_____ Vehicle Gross Weight	_____ Width of Snow Blade	\$ _____ Price per Hour
_____ Vehicle Gross Weight	_____ Width of Snow Blade	\$ _____ Price per Hour
_____ Vehicle Gross Weight	_____ Width of Snow Blade	\$ _____ Price per Hour

\$ _____
TOTAL AVERAGE COST

Option Year 1 (2016 -2017)

_____ Vehicle Gross Weight	_____ Width of Snow Blade	\$ _____ Price per Hour
_____ Vehicle Gross Weight	_____ Width of Snow Blade	\$ _____ Price per Hour
_____ Vehicle Gross Weight	_____ Width of Snow Blade	\$ _____ Price per Hour
_____ Vehicle Gross Weight	_____ Width of Snow Blade	\$ _____ Price per Hour

\$ _____
TOTAL AVERAGE COST

Option Year 2 (2017 -2018)

_____ Vehicle Gross Weight	_____ Width of Snow Blade	\$ _____ Price per Hour
_____ Vehicle Gross Weight	_____ Width of Snow Blade	\$ _____ Price per Hour
_____ Vehicle Gross Weight	_____ Width of Snow Blade	\$ _____ Price per Hour
_____ Vehicle Gross Weight	_____ Width of Snow Blade	\$ _____ Price per Hour

\$ _____
TOTAL AVERAGE COST

Snow Removal Annual Flat Rate:

Initial Year 2015 -2016

\$ _____
Flat Rate

Option Year 1 (2016 -2017)

\$ _____
Flat Rate

Option Year 2 (2017 -2018)

\$ _____
Flat Rate

Additional Services (as requested)

These services may be used to remove snow piles from designated schools. Snow will be removed from designated locations as directed by the District Director of Buildings and Grounds. These services are above and beyond the initial hourly rate contract or the flat rate contract.

Initial Year 2015 -2016

Snow Removal Service Equipment (Dump Truck with driver) \$ _____ per hour

Snow removal Equipment (Bucket Loader with Operator) \$ _____ per hour

Option Year 1 (2016 – 2017)

Snow Removal Service Equipment (Dump Truck with driver) \$ _____ per hour

Snow removal Equipment (Bucket Loader with Operator) \$ _____ per hour

Option Year 2 (2017 – 2018)

Snow Removal Service Equipment (Dump Truck with driver) \$ _____ per hour

Snow removal Equipment (Bucket Loader with Operator) \$ _____ per hour

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

NAME _____

SIGNATURE: _____

DATE: _____

SUMMARY OF WORK

Snow Removal Services

1.0 Scope of Work

West Orange Board of Education is interested in receiving bids for snow removal services on an as needed basis. The work shall include all labor, tools, vehicles, snow removal equipment, and power equipment necessary and operators to maintain 24 hour long service during snow storms at the locations listed, in accordance with the following specifications.

General – Contractor must be experienced in snow plowing and removal.

Trucks and equipment will be furnished by the contractor in good operating condition, with driver and snow plow operator, ballast, skid chains and all equipment necessary to complete plowing operations.

All schools must be fully plowed by the times designated by the Director of Buildings & Grounds for each snow fall. Plowing shall begin when one inch (1”) has accumulated, or as directed by the Director of Buildings and Grounds. If school is not in session, plowing of all parking lots and driveways will begin immediately after it has stopped snowing. Schools must be made ready as designated by the Director of Buildings & Grounds.

Equipment – Bidders must submit with each bid a list of all equipment owned by the company and its location. All equipment listed shall be ready and available for plowing the full snow season. Plow trucks, bucket loaders and dump trucks are the minimally required equipment. Snow removal equipment cannot be stored on school properties without the approval of the Director of Buildings and Grounds.

Measuring of Snow Fall – The method of determining the amount of snow fall shall be as follows:

The Director of Buildings and Grounds will take measurements in accordance with the methods outlined in the Weather Bureau Observing Handbook #2. The Board shall be the sole determiner and payment will be based on these measurements.

Contract Award – Bids may be awarded on the average cost of the designated snow removal equipment with operator at a per hour rate or as an annual flat rate contract.

Basis for Bid Security and Performance Bond – For the purpose of providing the bid security and performance bond required by the attached “General Conditions”, all bidders shall use a figure of \$50,000.

Payments - Payments will be made within 30 days of receiving an original invoice for actual work performed. The vendor understands that if there is no snowfall, there is no obligation to pay. This Contract will be awarded only for actual snow removal.

Penalties – Three Hundred (\$300.00) dollars per day will be imposed by the district, for each item and each occurrence violated in the contract.

General Notes:

1. Snow Removal work includes snow removal of all school parking areas, driveways and paved areas.
2. Bidders shall visit all schools and verify scope of work prior to submitting Bids.
3. Refer questions to Robert Csigi, Director of Buildings and Grounds.
4. Bids for snow removal at all schools shall be per piece of plow equipment with operator per hourly rate or by annual flat rate contract. District will determine which contract award will be made.
5. The contract is scheduled to be paid per snow removal event and upon submission of an invoice for service rendered or quarterly invoices for a flat rate contract.
6. The Board at its discretion shall award a one year contract with a one year extension.
7. All parking spaces in each school parking lot must be free of snow to all normal vehicle parking.
8. No snow can be plowed outside the footprint of the school properties. Snow that is plowed onto the city streets, onto neighbor sidewalks, etc. will be the cleanup responsibility of the snow removal contractor.

Specific Notes per School:

Administration Building

Snow to be piled in the corners of the lot only
No snow along fence lines or along guard rail

Redwood School

No snow along fence lines
All snow to be piled in the rear of the teacher's side parking lot. This area is to the right rear of the garbage dumpster.

Pleasantdale School

Pile snow in the rear of teaches lot
Pile snow over curb along athletic fields
Walkway to playground must be clear of snow

High School

Pile snow in student lot behind soccer field
Pile snow along perimeter of main parking lot
Snow in the breezeway between the schools must be totally cleared
Pile snow on athletic fields adjacent to trailers
Pile snow on the front lawn for the front parking area and driveways
Pile snow along the fence line for the side parking lots

Roosevelt School

Rear parking lot - Pile snow along curb line adjacent to the house opposite the school.
Ensure that parking spaces are not lost along this curb line

Hazel School

Upper playground pile snow in corners of lot
Lower parking lot behind school – pile snow along retaining wall. All snow to be removed away from the school. All snow must be removed from this lot when the snow fall is greater than 12” so that parking spaces are not lost

Gregory School

Side Parking lot - pile snow along the right side of the parking lot (tree line area)
Rear playground area – pile snow along the back of the school. No snow along the retaining wall

St Cloud School

Upper parking lot – pile snow over the guard rail
Side delivery driveway – pile snow on front/side lawn
Lower playground area – pile snow to the corners along the street side of the lot

Liberty School

All lots - push snow onto grass area
Front circle – all snow must be removed from the circle to allow for student bus drop off
Concrete walkway around the school must plowed

Mt Pleasant School

All lots - push snow onto grass area
Front parking lot to be clear for student bus drop off

Washington School

All lots push snow along fence lines or grass areas

Edison School

Side driveway push straight back. Keep dumpster area clear
Right side driveway push straight back by electrical transformer

WEST ORANGE BOARD OF EDUCATION
BUILDINGS AND GROUNDS DEPARTMENT
179 EAGLE ROCK AVENUE
WEST ORANGE, NEW JERSEY 07052

Administration Bldg. (Board Office)
179 Eagle Rock Ave.
West Orange, NJ 07052

Edison Middle School
75 Williams Street
West Orange, NJ 07052

Gregory School
301 Gregory Ave.
West Orange, NJ 07052

Hazel School
45 Hazel Avenue
West Orange, NJ 07052

Liberty Middle School
1 Kelly Drive
West Orange, NJ 07052

Mt. Pleasant School
9 Manger Road
West Orange, NJ 07052

Pleasantdale School
555 Pleasant Valley Way
West Orange, NJ 07052

Redwood School
75 Redwood Avenue
West Orange, NJ 07052

Roosevelt Middle School
36 Gilbert Place
West Orange, NJ 07052

St. Cloud School
71 Sheridan Avenue
West Orange, NJ 07052

Washington School
289 Main Street
West Orange, NJ 07052

West Orange High School
51 Conforti Avenue
West Orange, NJ 07052

Bus Garage
27-41 Standish Avenue
West Orange, NJ 07052

