

BID SPECIFICATIONS AND BID FORMS FOR
SALE OF SURPLUS TECHNOLOGY EQUIPMENT

BY THE

ELMWOOD PARK PUBLIC SCHOOLS

DUE AT

Mark S. Jacobus,
SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

ELMWOOD PARK PUBLIC SCHOOLS
BOARD OF EDUCATION OFFICE
60 EAST 53RD STREET
ELMWOOD PARK, NEW JERSEY
07407

December 20, 2023

11:00 A.M.

INSTRUCTIONS TO BIDDERS

Invitation to Bid

In accordance with the Notice to Bidders, proposals will be accepted by the Elmwood Park Public Schools Board of Education (hereinafter referred to as the "Owner" or the "Board") for the bulk sale of surplus technology equipment designated in the Notice to Bidders and further described in the Instructions to Bidders and Bid Specifications ("Technology"), which the Board has determined are no longer needed for school purposes. The Technology is being sold "**AS-IS.**" The bids will be accepted at the business office located at 60 East 53rd Street, Elmwood Park, NJ 07407 until **11:00 A.M. on December 20, 2023**, at which time and place all bids will be publicly opened and read aloud.

At the above date and time, the proposals will be opened and read publicly. It is strongly encouraged that bids be sent by certified mail or overnight delivery in an effort to avoid the need for hand delivery and to also confirm the delivery date. No proposals will be accepted after the time and date specified in this advertisement.

Before submitting a bid, all bidders shall become familiar with the Notice to Bidders, Instructions to Bidders, Bid Specifications and other bidding documents. By submitting a bid, the Bidder agrees and warrants that he has fully examined the specifications, addenda, and any other documents provided in connection with this bid, and that the specifications, addenda, and any related documents are adequate.

Any questions that a bidder may have shall be brought to the attention of the School Business Administrator, Mark S. Jacobus, whose telephone number is (201) 796-8700 ext. 2955.

No oral interpretations will be made to any Bidder as to the meaning of the specifications. Every request for such an interpretation shall be made in writing and addressed and forwarded to the School Business Administrator/Board Secretary. No inquiry received later than 4:30 p.m. ten (10) business days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum or a Clarification, which, when issued, will be sent as promptly as is practicable to all persons to whom the specifications have been issued. All issued Addenda and Clarifications shall become part of the Contract Documents.

Any prospective bidder who wishes to challenge a bid specification shall file such challenge with the School Business Administration no less than three (3) business days prior to the bid opening. Challenges filed after that time shall be void and shall have no impact whatsoever on the Board of Education or the award of a contract. Notice of revisions, clarifications or addenda to the advertisement or bid specifications will be sent in writing, via certified mail, certified facsimile transmission or delivery service to all persons who have picked up a copy of the bidding documents. Notice shall be provided no later than seven (7) days, Saturday, Sundays or holidays excepted, prior to the date for acceptance of bids to any person who has submitted a bid or who received a bid package. It shall be the responsibility of the Bidder to ascertain that he has received all amendments, revisions and clarifications prior to submitting his bid. Failure to receive notice of any amendment, revision or clarification when good faith notice is sent or delivered shall not be considered failure by the Board to provide notice and shall not relieve a bidder from any obligation under his bid. All amendments, revisions and clarifications shall become part of the contract documents. In the event the Board is unable to provide notice within the time required,

or otherwise fails to provide notices, the Board shall not accept bids and shall re-advertise for bids.

OBLIGATION OF THE BIDDER

At the time of the opening of the bids, each bidder will be presumed to have read and become thoroughly familiar with the Notice to Bidders, Instructions to Bidders, Bid Specifications and other bidding documents. The failure or omission of any bidder to receive or examine any form, instrument or document, shall not relieve the bidder from his obligation to furnish all the specified surplus technology equipment at the bid price. 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.

DISCLAIMER AND NO WARRANTY

THE TECHNOLOGY IS BEING SOLD AS-IS WITHOUT ANY OTHER WARRANTY CONCERNING THE USE, OR THE RESULTS OF USE, OF THE TECHNOLOGY, AND WITHOUT ANY WARRANTY AS TO THE FUNCTIONS OR THE OPERATION OF THE TECHNOLOGY. THIS SALE IS MADE WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED. YOU AGREE THAT NO ORAL OR WRITTEN REPRESENTATION, DEMONSTRATION, STATEMENTS, ADVICE OR ADVERTISEMENTS BY THE BOARD, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES CONSTITUTES ANY WARRANTY OR MODIFICATION OF THIS STATED DISCLAIMER AND NO WARRANTY.

ASSIGNMENT/SUBCONTRACT

The Bidder to whom the contract is awarded (hereinafter referred to as "Contractor or Vendor") may not assign this contract to any person, partnership or corporation nor may it subcontract any part of the work required to be performed, if any, under the contract without obtaining the prior written approval of the Board.

Any assignee or successor in interest to the contract who is approved by the Board shall be bound by the terms of this contract.

Any subcontractor approved by the Board shall be bound by the terms of this contract.

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

Pursuant to N.J.S.A. 52:25-24.2, all forms of corporations and partnerships (including limited partnerships, limited liability corporations, limited liability partnerships and subchapter S corporations) 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 a 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.

Any bidder whose stockholders or partners own less than ten percent (10%) of the stock shall

certify such fact to the Board.

A form affidavit is included as part of the bidding documents and must be completed by the Bidder.

NON-COLLUSION

No official or employee of the Board who is authorized in his or her official capacity to negotiate, make, accept or approve or to take part in such a decision regarding a contract in connection with this bid shall have any financial or other personal interest in any such contract. The Board and its officers and employees shall comply with the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28.

No bidder shall directly or indirectly enter into any agreement, participate in any collusion or otherwise take any action in restraint of free, competitive bidding in connection with this project.

A form affidavit of non-collusion is included as part of the bidding documents and must be completed by the bidder.

PREPARATION OF BIDS

- A. Bidders shall comply with the requirements contained in the Notice to Bidders, Instructions to Bidders, Bid Specifications, and other bidding documents.
- B. All bidders must complete and submit the following bid documents:
 1. Bid Form
 2. Bidder's Certification
 3. Acknowledgement of Addenda
 4. Stockholder or Partnership Disclosure Statement
 5. Affidavit of Non-Collusion
 6. State of New Jersey Debarred List Affidavit
 7. Consent of Surety
 8. Disclosure of Investment Activities in Iran
 9. A statement that the Respondent has complied with all applicable Affirmative
 - i. Action (or similar) requirements with respect to its business activities (e.g.
 - ii. N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 as amended) together with evidence of such compliance.
 10. Political Contribution Disclosure Affidavit
 11. Business Registration Certificate to perform work in New Jersey. Pursuant to P.L. 2004 c.57 (N.J.S.A. 52:32-44) all bids must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury,

Division of Revenue. The failure to include a business registration certificate is a material defect which cannot be waived.

- C. 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. Where alternates are specified, the bidder shall indicate the amount of the alternate(s) to be added or deducted from the base bid. If an alternate item will not result in an increase or decrease in the base bid, the bidder shall clearly so indicate by stating either "zero (0)" or "no change". The failure to bid an alternate, where specified, by leaving an alternate amount blank or stating "no bid" shall be considered a material defect, resulting in the rejection of bids. No conditions, limitations or provision may be placed on a bid.
- D. Bids shall be submitted in a sealed envelope with the name and address of the bidder and the name of the project (e.g., "Sale of Surplus Technology Equipment (December 20, 2023)" marked on the front of the envelope. Telegraph, telecopy, or facsimile of bids will not be considered.
- E. Any bid not received by the date and time set forth in the Notice to Bidders will not be considered.
- F. A bidder may withdraw his bid at any time prior to the scheduled time for opening bids. No bid shall, however, be withdrawn for a period of sixty (60) days from the opening of the bids.
- G. The costs for developing and delivering responses to this request for bids and any subsequent presentations of the Bid as requested by the Board are entirely the responsibility of the bidder. The Board is not liable for any expense incurred by the bidder in the preparation and presentation of their Bid or any other costs incurred by the bidder prior to execution of a contract.
- H. All materials submitted in response to this request for bids become the property of the Board.

THE BOARD'S RIGHTS RESERVED

Issuance of the request for bids in no way constitutes a commitment by the Board to award and execute any contract. The Board reserves the right to cancel this request for bids; reject any and all Bids received in response to this request, or to waive any immaterial defects in accordance with New Jersey law. In addition, the Board may terminate its contract with the successful bidder with or without cause at any time, or terminate any awarded contract at its convenience.”

No oral interpretation will be made to any bidder as to the meaning of the specifications. Should any questions arise as to the true meaning of any item noted on the specifications, Bidder would immediately make a request in writing to Mark Jacobus, School Business Administrator/Board Secretary, for clarification.

BID GUARANTEE/SECURITY

- A. Every bid must be accompanied by a bid guarantee in the form of a certified check, cashier's check, or money order, or bid bond made payable to the Elmwood Park Public Schools Board of Education in an amount equal to ten percent (10%) of the purchase price not to exceed \$20,000.00 in accordance with New Jersey law.
- B. Since damages arising from the successful bidder's failure to execute a Contract for Sale with the Board would be difficult to determine in event that it occurs, the successful bidder shall pay the sum of ten percent (10%) of the purchase price as liquidated damages for failing to enter into the Contract for Sale. This sum will be in full settlement of all monetary damages. However, nothing contained herein shall preclude the Board from instituting a lawsuit against the successful bidder for specific performance.
- C. The bid guarantee shall be retained by the Board as security for faithful performance of Buyer's obligations, and shall be applied towards the initial deposit for the Contract of Sale.

AWARD OF CONTRACT

- A. The Board reserves the right to cancel this request for bids; reject any and all Bids received in response to this request, or to waive any immaterial defects in accordance with New Jersey law. The Board reserves the right to reject the bid of any bidder with whom the Board has had a prior negative experience. The highest responsible bidder(s) shall be determined in accordance with New Jersey law. The Board shall have the right to determine which alternates, if any, shall be included in the final determination. No bid shall be deemed accepted until the adoption of a formal Resolution by the Board.

- B. Bid price is guaranteed for sixty (60) days after the date of the bid opening. The Contract of Sale, if awarded, shall be awarded to the highest bidder whose bid is responsive, in all material respects, to these specifications. Whenever two or more bids are equal, the Board has the absolute discretion to award the contract to either bidder. The Board shall articulate in its Resolution, its rationale in awarding the bid.
- C. All bid guarantees will be returned, upon request, within ten (10) business days after the bid opening date. The bid guarantees of the three highest bidders shall, however, be retained until either: (1) three (3) days after the Contract of Sale is awarded and signed, or (2) all bids are rejected by the Board of Education.
- D. If the highest responsible bidder is a foreign corporation (incorporated outside 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 Authority to transact business in the State of New Jersey and complying with the provisions of N.J.S.A. 14A:13-1 et seq.

CONSENT OF SURETY/CONTRACT PERFORMANCE BONDS

- A. The bidder to whom the contract is awarded shall furnish and deliver a performance bond, together with power of attorney, in the amount of the bid to the Board of Education within ten (10) days from the date of the award as security for the faithful performance of the contract. The costs of the performance bond shall be paid for by the bidder.
- B. The bid must be accompanied by a certificate from a surety company authorized to do business in the State of New Jersey certifying that said Company will provide the bidder with the required performance bond in the event that the bidder is awarded the contract, which is commonly referred to as a "Consent of Surety." Failure to submit a consent of surety, together with a power of attorney with the bid will be cause for rejection of the bid. A sample consent of surety has been included with the bid documents.

FORM OF AGREEMENT

The Contract of Sale shall be comprised of the Notice to Bidders, Instructions to Bidders, any amendments and clarifications, as well as the Contract of Sale which shall be completed in accordance with the bid and furnished to the successful bidder within ten (10) business days of the Board's award of the Contract of Sale. A copy of the Contract of Sale is attached hereto. There shall be no revision of the Contract of Sale by the bidder.

The bidder to whom the bid is awarded shall, within seven (7) business days from receipt of the Agreement from the Board, sign and return the contract to the School Business Administrator/Board Secretary.

Surplus Technology Equipment

Attached hereto are the specifications for the bid.

The successful bidder shall pick up the equipment between the dates of February 1, 2024 and February 15, 2024. All time limits stated are of the essence.

INSURANCE

The Bidder shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, and shall be subject to approval for adequacy of protection. Certificate of such insurance shall be provided to the Board when required. Insurance requirements are as follows:

- Comprehensive General Liability in the amount of \$2,000,000
- Workers' Compensation statutory Limits with Employer's Liability minimum limits of \$100,000.00
- Excess Liability in the amount of \$1,000,000.00

LIABILITY

- A. The Vendor 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 this bid which are caused by any error, omission or negligent act of the Vendor, his agents and employees, and any subcontractor which he may employ.
- B. The Vendor shall be liable for any and all damages caused by a breach of the terms of the contract documents.

INDEMNIFICATION

- A. To the fullest extent permitted by law, the successful bidder shall indemnify and hold harmless the Owner, the Architect and Construction Manager (if any), the Engineer (if any), their respective agents, officers, employees and servants, from any and all claims, demands, suits, damages, costs and expenses, including reasonable attorney's fees, whether or not caused, in part by any party indemnified hereunder, arising out of or in any way related to the successful bidders response to this bid.
- B. The Board may defend itself, at the Bidder's expense, from any claim or lawsuit or the

Board may elect to have the Bidder provide the Board with legal representation at the Bidder's own expense.

- C. The Indemnification obligations of the Vendor shall be deemed to include the indemnification obligations of the Vendor's subcontractors and suppliers.
- D. The indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or any Subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Such obligation shall not be construed to negate, abridge or diminish other rights or obligations of indemnity which would otherwise exist as to any party or person indemnified herein.
- E. The Bidders acknowledge and agree that the obligations and duties of the Owners' Consultants under their respective agreements with the Owner, are solely for the benefit of the Owner, that notwithstanding any action of the Owners' Consultants in connection with the Project the Owners' Consultants shall not in any respect be deemed to have assumed any duties or obligations in favor of the Bidder, and that the Owners' Consultants are acting as agent of the Board to the extent provided herein.
- F. The provisions of this section entitled "Indemnification" shall survive the termination of the contract documents.

NO AGENCY/PARTNERSHIP

A Bidder(s) selection or the awarding of a contract for catering services shall neither make nor appoint a Bidder as an agent of the Board, nor does it create a partnership or joint venture between the parties. Neither party shall act or represent itself as an agent of the other or purport to bind or obligate the other in any manner. It is further expressly agreed and understood that neither the Bidder nor any authorized person providing the services agreed to herein be or shall be considered Board employees or representatives.

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

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

TAXES

The Board, a public school district, is a tax-exempt public entity. The Bidders(s) shall be responsible to ascertain if the Work or Goods provided are exempt from sales tax and to notify its subcontractors and suppliers. Upon execution of an awarded contract for catering services, the Board shall provide Vendor(s) shall be provided with a copy of the Board's tax exemption certification. The Board will make no allowance for any such taxes paid by the Bidder(s) due to its failure to file the proper exemption, if applicable. The Bidders(s) shall be responsible to pay all legally required taxes including but not limited to payroll taxes, business taxes, use, and consumer taxes.

ASSIGNMENT

Bidder(s) shall not assign or transfer any of its rights under an awarded agreement without the Board's prior written consent. Said consent shall not be unreasonably withheld or delayed.

SUCCESSORS AND ASSIGNS

Any duly executed contract for the sale of surplus MacBook Air Laptops shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto.

BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, all bids must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; and
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

POLITICAL CONTRIBUTION DISCLOSURES

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the business entities 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.

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 \$17,500.00 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c. 83 (codified at 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, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

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

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

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

WAIVER

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. No failure or delay on the part of the Board in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof

or the exercise of any other right, power, or remedy hereunder. The Board's rights and remedies provided in herein are cumulative and are not exclusive of any other rights, powers, or remedies existing at law, in equity or otherwise.

COMPLIANCE WITH LAWS

The bidder(s) shall comply with all laws, ordinances, rules, regulations, requirements and directives of federal, state or municipal governments applicable to and affecting the this Agreement, entity, including the requirements of N.J.S.A. 10:2-1 et seq., "The Law Against Discrimination." Moreover, the bidder(s) shall comply with all applicable laws and regulations as may be amended from time to time and with all future laws and regulations as may be enacted to the extent such laws and regulations.

RECORDS RETENTION

Pursuant to N.J.A.C. 17:44-2.2, Bidder(s) shall maintain all documentation related to products, transactions or services under this Agreement 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.

OPERATING AUTHORITY

Bidder(s) represents that they have the requisite authority to bind itself to an agreement with the Board and further represents that it and any agents employed by it have the necessary license, certifications, and/or approvals from all authorities with jurisdiction over the consequent agreement with the Board to perform the duties contemplated herein and that no factual or legal circumstances are present to make its performance of an awarded agreement with the Board impossible or illegal.

GOVERNING LAW

The parties' Contract of Sale shall be construed and governed in accordance with the laws of the State of New Jersey.

JURISDICTION AND VENUE

Any controversies or disagreements arising out of, or relating to this bid and/or the Contract of Sale, or breach thereof, shall be resolved in the Bergen County Vicinage of the Superior Court of New Jersey.

AFFIRMATIVE ACTION REQUIREMENTS

Bidders are required to comply with the provisions of N.J.S.A. 10:5-36 and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contract, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photo copy of a valid letter that the contractor is operating under an existing Federally approved sanctioned affirmative action programs (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.

BID
SPECIFICATIONS

The Board seeks to solicit bids for the sale of surplus Technology Equipment, which are proprietary products pursuant to N.J.A.C. 5:34-9.1, and which the Board has determined are no longer necessary for school purposes, a prerequisite to disposal of the property by way of a public sale. The bid will be awarded, and the Contract of Sale entered into, based on the knowledge of the parties as to the value of Technology, and not on any representation made by the Board of Education or its members, servants, employees and/or agents as to character or quality. **This means that Technology is being sold AS-IS.”**

TECHNOLOGY EQUIPMENT

The sale is comprised of the equipment as described on the Technology Inventory Report attached to these specifications as **Attachment A:**

BID PRICING

Bid price shall be all inclusive for the procurement of all equipment described above. No shipping costs or other costs will be paid.

PRE-BID INSPECTION

The Bidder shall have the opportunity to inspect Technology during a walk through on **December 12, 2023** at the following time and location:

Elmwood Park Memorial High School, 375 River Drive, Elmwood Park, NJ 07407 between 9:00 A.M. and 11:00 A.M.

DELIVERY AND ACCEPTANCE OF TECHNOLOGY

The Bidder assumes the sole responsibility for logistical arrangements of transporting Technology and the costs associated with packaging Technology and any additional freight charges. The Bidder or a freight forwarder, retained by the Bidder, shall prepare the Technology for shipment, including packaging before pickup at the Board’s discretion, and shall arrange for pickup of the Technology from the location designated by the Board.

Acceptance of the Technology by the Bidder shall occur upon pickup of the Technology at the location designated by the Board. As such, the Bidder shall be solely responsible for any loss, damage, destruction or theft of Technology that may occur after acceptance.

TIME OF ACCEPTANCE

Acceptance of Technology shall occur in one phase, as follows:

- a. The Technology shall be available for packaging and shipment beginning on February 1, 2024. All items must be inspected and shipped on or before February 15, 2024.
- b. The units specified in this subsection shall be available for packaging and shipment at Elmwood Park Memorial High School, located at 375 River Drive, Elmwood Park, NJ 07407.

All rights, including property, title, interest and ownership in and to Technology shall be transferred to the Bidder immediately upon pickup from the location designated by the Board and shall remain with the Bidder so long as the Bidder is not in default under the Contract of Sale and subject to the security interest retained by the Board. In the event of default, all rights to the equipment shall revert to the Board free and clear of any rights or interests the Bidder may have in Technology.

DATA ERASURE/SANITIZATION

The Bidder shall be responsible for data erasure/sanitization of all hard drives of Technology. The Bidder shall use commercially reasonable efforts to remove all data from the Technology. The Bidder must complete the sanitization of Technology within sixty (60) days of acceptance, unless an extension of time is granted in writing by the Board. The Bidder must complete a certificate of sanitization and return same to the Board within ten (10) days of completion of sanitization of Technology. A sample certificate of sanitization is enclosed.

PAYMENTS/UNCONDITIONAL OBLIGATION

The Bidder shall be unconditionally obligated to furnish a full payment for the Technology even if Technology is damaged, lost, stolen, destroyed or defective while being prepared for shipment or in the course of being delivered to the Bidder. After acceptance of Technology, the Bidder is not entitled to reduce or set-off against the payment for any reason whatsoever.

Payment shall be in the form of a certified check or money order (or other method that is acceptable to the Board in its sole discretion) made payable to the Elmwood Park Public Schools Board of Education prior to the release or delivery of the units as specified Bid/Contract Documents.

ELMWOOD PARK PUBLIC SCHOOLS BOARD OF EDUCATION

Business Office
60 East 53rd Street
Elmwood Park, NJ 07407

BIDDER'S CHECKLIST

The Forms, as noted below, are part of the Bid package and must be properly completed and submitted with Bid Proposal. Failure to provide any item(s) noted below may cause disqualification of Bid Proposal in accordance with the law.

1. Bid Form
2. Bidder's Certification
3. Acknowledgement of Addenda
4. Stockholder or Partnership Disclosure Statement
5. Affidavit of Non-Collusion
6. State of New Jersey Debarred List Affidavit
7. Consent of Surety
8. Disclosure of Investment Activities in Iran/Belarus
9. A statement that the Respondent has complied with all applicable Affirmative Action (or similar) requirements with respect to its business activities (e.g. N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 as amended) together with evidence of such compliance.
10. Political Contribution Disclosure Affidavit
11. Business Registration Certificate to perform work in New Jersey. Pursuant to P.L. 2004 c.57 (N.J.S.A. 52:32-44) all bids must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. The failure to include a business registration certificate is a material defect which cannot be waived.

CERTIFICATE OF SANITIZATION

PERSON PERFORMING SANITIZATION

Name:		Title:	
Organization:	Location:	Phone:	
MEDIA INFORMATION			
Make/ Vendor:	Model Number:		
Serial Number:			
Media Property Number:			
Media Type:	Source (ie user name or PC properly number):		
Classification:	11 Data Backed Up: • Yes • No • Unknown		
Backup Location:			
SANITIZATION DETAILS			
Method Type: • Clear • Purge • Damage • Destruct			
Method Used: • Degauss • Overwrite • Block Erase • Crypto Erase • Other:			
Method Details:			
Tool Used (include version):			
Verification Method: • Full • Quick Sampling • Other:			
Post Sanitization Classification:			
Notes:			
MEDIA DESTINATION			
• Internal Reuse • External Reuse • Recycling Facility • Manufacturer • Other (specify in details area)			
Details:			
SIGNATURE			
I attest that the information provided on this statement is accurate to the best of my knowledge.			
Signature:		Date:	
VALIDATION			
Name:		Title:	
Organization:	Location:	Phone:	
Signature:		Date:	

CONTRACT FOR SALE OF TECHNOLOGY

THIS CONTRACT FOR SALE is made _____ between _____

(successful bidder), whose principal business address located at _____
_____ (hereinafter the “Buyer”)
and the Elmwood Park Public Schools Board of Education, whose address is 60 East 53rd Street,
Elmwood Park, NJ 07407 (hereinafter referred to as the (the “Board”, “Seller,” and/or Owner).

1. PURCHASE CONTRACT. The Seller agrees to sell and the Buyer agrees to purchase the Technology described in this Contract.

2. PROPERTY. The “Technology” or “Property” which the Buyer shall purchase and which the Seller shall sell to the Buyer under this Contract consists of the items as described in the Technology Inventory Report included in the bid specifications as Attachment A.

3. PURCHASE PRICE. The purchase price which the Buyer shall pay to the Seller for Technology is dollars (\$_____). The purchase price is exclusive of all taxes, customs, duties and insurance. Any and all current or future taxes, fees, or governmental charges applicable to the sale, delivery or shipment of Technology shall be borne by the Buyer and will not offset or reduce the purchase price specified herein.

4. PAYMENT OF PURCHASE PRICE. The Buyer shall tender the full balance payment of the purchase price by certified check, wire transfer, or money order and made payable to the Elmwood Park Public Schools Board of Education within ten (10) business days of the full execution of this Contract. Under no circumstances shall the Seller release the Technology or Property prior to receipt of a certified check, wire transfer, or money order for the full balance payment of the purchase price.

5. UNCONDITIONAL OBLIGATION. The Buyer shall be unconditionally obligated to furnish a full payment for Technology even if Technology is damaged, lost, stolen, destroyed or becomes defective while being prepared for shipment or in the course of being delivered to the Buyer. The Buyer is not entitled to reduce or set-off against the payment for any reason whatsoever, unless otherwise consented to by the Seller.

6. DELIVERY. The Buyer assumes the sole responsibility for logistical arrangements of transporting Technology and the costs associated with packaging Technology and any additional freight charges. The Buyer or a freight forwarder, retained by the Buyer, shall prepare Technology for shipment and shall arrange for pickup of Technology from the locations designated by the Seller.

7. RISK OF LOSS. Risk of loss for Technology shall transfer to the Buyer upon acceptance of Technology. “Acceptance” of Technology by the Bidder shall occur upon pickup of Technology at the location designated by the Seller. The Buyer shall be solely responsible for any loss, damage, destruction or theft that may occur after acceptance.