REBID INSTRUCTIONS TO BIDDERS

Project

Additions and Interior Renovations to Gantner, Gilbert, and Sixteenth Ave. Elementary Schools
Elmwood Park Board of Education

Bid

The Base Contract Bid shall include furnishing all parts, materials, accessories, and labor required for the Additions and Interior Renovations to Gantner, Gilbert, and Sixteenth Ave. Elementary Schools in accordance with the Specifications prepared on behalf of the Elmwood Park Board of Education.

Invitation to Bid

A. In accordance with the Notice to Bidders, proposals will be accepted by the Elmwood Park Board of Education (hereinafter referred to as the “Owner” or the "Board") for the performance of the project designated in the Notice to Bidders and further described in the Instructions to Bidders and Bid Specifications. The bids shall cover all costs of every nature, incident to and growing out of the work. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, materials, equipment, transportation and cost of anything else necessary to perform and complete the project in the manner and within the time required by the specifications, all incidental expenses in connection therewith, all costs on account of loss by damage or destruction of the project, and any additional expenses for unforeseen difficulties encountered, for settlement of damages and for replacement of defective work and materials.

B. Before submitting a bid, all bidders shall become familiar with the Notice to Bidders, Instructions to Bidders, Bid Specifications, drawings and all other bidding documents. It shall also be the responsibility of every bidder to investigate the site of the project and make such examination thereof as may be necessary. All bidders shall determine that they can secure the necessary labor and equipment and that the materials they propose to use will comply with the requirements contained in the Specifications and can be obtained by them in the quantities and at the time required. Appointments for the inspection of the site can be arranged by contacting the Steve Bakreski at 201-796-8700. By submitting a bid, the Bidder agrees and warrants that he or she has examined the Notice to Bidders, specifications, drawings, addenda, and bulletins required in any part of the work to produce given work as shown in the specifications, drawings, addenda, and bulletins are adequate and the required result can be produced under the specifications, drawings, addenda, and bulletins. No claim for any extra reimbursement will be allowed because of alleged impossibilities in the production of the results specified or because of the unintentional errors or conflicts in the drawings, specifications, addenda and bulletins.

   The Notice to Bidders, specifications, drawings, addenda, and bulletins shall be considered as a whole and shall not be separated during the bidding or construction period. Division of Specifications into Divisions and Sections is solely for organization and is not intended to define trade responsibilities, unless specifically stated. The Contractor is responsible for work under Division 1 as well as those items indicated under its Contract. Each Contractor shall be held responsible for reviewing and understanding the relationship between his work and the work of other Contracts by becoming thoroughly familiar with the drawings, specifications, addenda, and bulletins of other contracts.

C. The Bidder shall certify that it 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, it 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 the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

D. Only manufactured and farm products of the United States wherever available shall be used in the performance of the work required to complete the project.

E. No oral interpretations will be made to any Bidder as to the meaning of the drawings and specifications. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Architect's office. 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 in the manner and within the timeframe(s) set forth by N.J.S.A. 18A:18A-21(c) to all persons to whom the drawings and specifications have been issued. All issued Addenda and Clarifications shall become part of the Contract Documents.

F. Any prospective bidder that wishes to challenge a bid specification shall file such challenge with the School Business Administrator 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 it has received all amendments, revisions and clarifications prior to submitting his bid. Failure to receive notice of any amendment, revision or clarification when notice is sent or delivered in accordance with the above shall not be considered failure by the Board to provide notice and shall not relieve the Bidder from any obligation under its 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 readvertise for bids.

Obligation of the Bidder

At the time of the opening of the bids, the Bidder will be presumed to have inspected the site and 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 or to visit the site and acquaint itself with the conditions there existing, shall not relieve the Bidder from its obligation to furnish all the necessary labor and materials to complete the project 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 shall be considered conclusive evidence that the Bidder has made such an examination.

Drawings and Project Manual

The Drawings and Project Manual are to provide for the complete construction of the Project and are intended to complement and supplement each other. Any work required by either of them and not by the other shall be performed as if denoted both ways.

Quality of Products/Goods Used

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.

Assignment/Subcontract

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

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

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

Architect/Engineer

The Owner reserves the right to hire an Architect or Engineer to act as its representative for the purpose of administering the contract. The Contractor shall follow any directive or order that the Architect may issue as if the directive or order had been issued by the Owner.

Classification of Bidders

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

B. The Bidder must submit with its bid proposal, a notarized affidavit setting forth the type of work and the amount of work for which it has been classified, that there has been no material adverse change in his information, the total amount of uncompleted work on contract at the time, and the date of the classification. Any bid proposal not including this affidavit shall be rejected as being non-responsive to the bid requirements. A form affidavit is included as part of the bidding documents.

C. The Bidder shall furnish satisfactory evidence that it and its subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the Board as part of the bidding documents. Where the Bidder intends to subcontract **any** portion of the project to one or more of the major trades (general construction, structural steel, plumbing, HVAC and/or electrical), and for all specialty trades for which classification is required, **the subcontractor(s) shall be classified to perform the work and the bidder shall submit the requisite documentation pertaining to the subcontractor(s) in accordance with paragraph A above.** The Board may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the Bidder to perform its work. The Bidder shall furnish the Board with the information and data for this purpose upon request. The Board reserves the right to reject any bid if the information fails to establish to the Board's satisfaction that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

D. For every contract for public work which exceeds $20,000.00, the Board shall, upon completion thereof, report to the Department of Treasury, Division of Property Management and Construction as to the Contractor's performance and shall also furnish such report from time to time during performance if the Contractor is then in default.

Ownership Disclosure Statement

A. Pursuant to N.J.S.A. 52:25-24.2, no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered 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 function, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership, or the members owning 10% or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, and member, exceeding the 10% ownership criteria established in this act has been listed.

B. If applicable, the Bidder shall certify that no one stockholder, member or partner owns more than ten percent (10%) of the stock.

C. 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 decision regarding a contract in connection with a school facilities project 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 Act, 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 and submitted with each bidder's bid.

Contract Bonds

A. The bidder to whom the contract is awarded shall furnish and deliver a performance labor and materials bond in the form set forth in N.J.S.A. 2A:44-147, together with power of attorney and Surety Disclosure Statement and Certification, in the full amount of the contract to the Board within ten (10) days from the date of the award as security for the faithful performance of the contract and the payment of all persons furnishing labor and materials for the project. The performance/labor and materials bond shall be maintained in full force and effect until the Board is satisfied that all unpaid claims against the bidder have been resolved.

B. The performance/labor and materials bond shall not be acceptable unless in compliance with the requirements set forth in N.J.S.A. 2A:44-143 et seq. The performance/labor and materials bond shall have attached thereto a Surety Disclosure Statement and Certification to which each surety executing the bond has subscribed. The bond and statement and certification shall be complete in all respects and duly acknowledged according to law and shall be in a form substantially similar to the form included in these specifications.

C. Prior to the start of the 2-year guarantee period and before final payment is made, the bidder shall provide the Board with a maintenance bond, together with power of attorney and Surety Disclosure Statement and Certification, in the amount of the contract price to insure the replacement or repair of defective materials or workmanship during the guarantee period.

D. Arrangements shall be made with a surety company licensed to do business in the State of New Jersey to furnish the bidder with a performance/labor and materials bond and maintenance bond if the contract is awarded to the bidder. The surety company issuing the performance/labor and materials bond shall be listed on the most current list of the New Jersey List of Approved Sureties, located at www.state.nj.us/dobi/surety.html and be authorized to transact business in the State of New Jersey. A consent of surety, together with a power of attorney, must be submitted with the bid.

E. The costs of the performance/labor and materials bond and maintenance bond shall be paid by the bidder.

Preparation of Bid Proposal

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 use and complete the following bid forms in full:

1. Form of Proposal and Affidavit
2. Certified Check or Form of Bid Bond (Supplied by Bidder)
3. Consent of Surety
4. Affidavit of Non-Collusion
5. Stockholder or Ownership Disclosure Statement
6. Bidder Personnel and Experience Sheet
7. Affidavit of No Material Adverse Change together with following attachments as to the **bidder and the subcontractors in the five (5) major branches of work and all specialty trades** for which classification is required:
   a. NOTICE OF CLASSIFICATION from DPMC, as issued by the State of New Jersey, Department of Treasury, Division of Property Management and Construction (DPMC).
   b. Total Amount of Uncompleted Contracts, DPMC Form 701.
   c. Contractor or Trade License required under applicable New Jersey Law for any trade or specialty area in which the Bidder or subcontractor(s) will perform work.
8. For SDA funded projects : **(Not Applicable)**
   a. Certificate of Prequalification issued by the SDA
   b. Bidder Certification to be submitted by the bidder and the subcontractors in the four major branches of work.
9. Other attachments requested to be submitted by the bidder and **all subcontractors: (Due prior to award)**
   a. Public Works Contractor Registration Certificate issued by the Department of Labor and Workforce Development indicating compliance with Act, N.J.S.A. 34:11-56.48.
   b. Business Registration Certificate to perform work in New Jersey, pursuant to N.J.S.A. 52:32-44.
10. Certificate of Authority if the Bidder is a foreign Corporation
11. State of New Jersey Debarred List Affidavit
12. Certification of Non-Debarment for Federal Government Contracts
13. Asbestos Acknowledgement Form
14. Affidavit of Release of Liens and Indemnification
15. Affirmative Action Affidavit
16. Political Contribution Disclosure Affidavit
17. C.271 Political Contribution Disclosure Form
18. Exhibit B Mandatory Equal Employment Opportunity Language
19. Prevailing Wage Certificate
20. Performance Bond
21. Maintenance Bond

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 or she 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 (o)" 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 the bid. 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 marked on the front of the envelope. Electronic 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 its 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, exept if within ten (10) days of the bid opening the bidder submits evidence, including documents demonstrating that a mistake was made and was of so great consequence that a. the enforcement of the contract, if actually made would be unconscionable; b. the mistake relates to a material feature of the bid; c. the mistake occurred notwithstanding the fact the bidder exercised reasonable care in the preparation of the bid; and d.. the bidder making the mistake is able to get relief by way of withdrawing the bid without serious prejudice to the Board, except the loss of bargain to the Board.

Bid Guarantees

A. Every bid must be accompanied by a bid guarantee in the form of a certified check, cashier's check or bid bond furnished by a surety company authorized to do business in the State of New Jersey in the amount of ten percent (10%) of the bid, but not in excess of $20,000.00.

B. The ten percent (10%) security shall be forfeited if bidder fails to execute a contract with the Board and furnish the Board with a satisfactory performance/labor and materials bond and the required certificates of insurance within ten (10) days after the contract is awarded. In the event the bidder defaults by failing to execute the contract or to provide all guarantees, insurance and other items required, the funds represented by such bidder's bid guarantee shall be released to the Board and become and remain the property of the Board. Delivery of the bid guarantee constitutes agreement of the Bidder and the surety that such amount shall be released to the Board in the event of such default.

Award of Contract

A. The Board reserves the right to reject materially non-conforming bids or to reject all bids in accordance with the provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq. The Board reserves the right to reject the bid of any bidder with whom the Board has had a prior negative experience in accordance with N.J.S.A. 18A: 18A-4. The lowest responsible bidder(s) shall be determined in accordance with statute.

B. If the bid specifications seek bids for a single overall contract or separate contracts for portions of the work, then the Board reserves the right to award the contract to the lowest responsible bidder for the entire project or, if the total amount bid by each bidder for each separate contract is less than the amount bid by the lowest responsible bidder for the overall contract, the Board shall award bids to each of the lowest responsible bidders for each separate contract. Evidence of performance security shall be provided by the Bidder on behalf of himself and any or all subcontractors or by each respective subcontractor or any combination thereof that results in evidence of performance security, equaling but not exceeding the total amount of the bid.

C. 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 whose bid is responsive, in all material respects, to these specifications. Whenever two or more bids are equal, in accordance with N.J.S.A. 18A: 18A-37 (d), the Board may award the contract to the bidder whose response, in the discretion of the Board, is the most advantageous, price and other factors considered. The Board shall articulate in its resolution, its rationale in awarding the bid.

D. All bid security except the security of the three (3) apparent lowest responsible bidders shall, if requested, be returned after ten (10) days from the opening of bids, Sundays and holidays excepted and the bids of such bidders shall be considered as withdrawn. Within three (3) days after the awarding of the contract and the approval of the contractor's performance bond the bid security of the remaining unsuccessful bidders shall be returned to them forthwith, Sundays and holidays excepted in accordance to N.J.S.A. 18A: 18A-36.

E. 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 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.

F. After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Department of LWD, Construction EEO Monitoring Program 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 and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1.1 et seq.**

Form of Agreement

The contract shall be comprised of the Notice to Bidders, Instructions to Bidders, Bid Specifications, any amendments and clarifications, diagrams, the bidding documents, Standard Form of Agreement between Owner and Contractor, AIA Document A132-2019, as revised by the Owner, General Conditions of the Contract for Construction, AIA Document A232-2019, as revised by the Owner, all supplementary and additional conditions of the Contract and any addenda thereto, and Project Labor Agreement. The bidder to whom the contract is awarded shall, within ten (10) days from receipt of the Agreement between Owner and Contractor from the Board, sign and return the Agreement to the Owner.

Performance Evaluation

The Owner will continually monitor the contractor's performance to assure that time schedules are being met and that the completion of the school facilities project will occur in a timely, efficient and effective manner. In the event of noncompliance, including but not limited to, default of any contracted party under any contract, or in the event of a breach of warranty with respect to any contract, the Owner shall reasonably exhaust the remedies against the defaulting contracted party and against each such surety for the performance of such contracts. The Owner will diligently prosecute or defend any action or proceeding, or take any other action involving the contracted party, that the Owner deems reasonably necessary or as recommended or required by any governmental authority with jurisdiction over the project.

Project

Attached hereto are the specifications for the project.

See Spec. Section 01010 for all milestone dates.

Liquidated Damages

A. The Schedule below contains durations that should be adhered to unless modified in writing by mutual agreement between the Contractor, the Owner and Architect. All milestones are subject to liquidated damages as defined below.

1. **See Spec. Section 01010 for all milestone dates.**

The contractor shall complete all Work included in the Contract Documents ready for the Owner's occupancy as defined in the General Conditions, in accordance with the allotted time indicated in the Contract Documents, subject to extensions of contract time as provided in the General Conditions.

B. In the event of the failure of the Contractor to complete the said Work within the time stated the bid documents, and in accordance with article 8.1.5, the Contractor shall be liable to the Owner in the sum of One Thousand Five Hundred ($1,500.00) Dollars per day for each and every calendar day that the work remains incomplete in accordance with designated phased completion dates identified above. This sum shall be treated as liquidated damages (and not a penalty) for the loss to the Owner of the use of premises in a completed state of construction, alteration or repair, and for added administration and inspection costs to the Owner on account of the delay; provided, however, that the said liquidated damages shall be in addition to other consequential losses or damages that the Owner may incur by reason of such delay, such as, but not limited to, reasonable attorney's fees, all additional consequential Architectural and Engineering fees incurred including, but not necessarily limited to, additional design work, submittal reviews, correspondence, inspections, job meetings, reviewing applications for payment, punchlists, and similar services, etc. by the Owner after the scheduled date of substantial completion as indicated in article 8.1.5, other added costs of the project and the cost of furnishing temporary services, if any. Any such sums for which the Contractor is liable may be deducted by the Owner from any monies due or to become due to the Contractor.

1. If the punchlist and closeout phase is not complete by the time required by the dates referenced herein, the contractor will be liable to the Owner for the sum of ($1,500.00) ONE THOUSAND, FIVE HUNDRED DOLLARS for each day the project is not complete pursuant to NJSA 18A:18A-41.

C. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work herein is a reasonable time, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration of the awarding of its contract, to pay the Owner the amount specified in the contract, not as a penalty but as liquidated damages for breach of contract as hereinafter set forth, for each and every calendar day that the contractor may be held in default after the stipulated date in the contract for completing the work.

D. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain, and said amounts shall be retained by the Owner as necessary to cover projected untimely completion of the contract work due to Contractor-caused delays.

E. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time if fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract.

F. The liquidated damages referred to constitute a reasonable estimate of expenses, inconvenience, and other damages the Owner will sustain in the event that the Contractor does not achieve Substantial Completion, within the Contract Time or extensions thereof approved by Change Order, and will include all elements of loss attributable to the delay, including but not limited to amounts actually paid by the Owner for attorneys' fees, the Architect's additional services and expenses, and for other Contractor's claims for additional costs incurred as a result of the Contractor's failure to achieve Substantial Completion within the Contract Time. It will also include all other damages to the Owner for delay in completion of the Work by the Contractor, which shall be liquidated in the sum as stipulated above for each calendar day by which the Contractor shall fail to complete the Work within the Contract Time and any extensions thereof

approved. Such liquidated damages shall not be considered as a penalty. The Owner shall deduct and retain out of any money due, or become due hereunder, the amount of the liquidated damages.

G. The Contractor shall not be charged with liquidated damages, or any excess cost when the Owner determines that the contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in the completion of the work is due:

(a) To any preference, priority or allocation order duly issued by the government;

(b) To unforeseen cause(s) beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner which acts are contrary to the terms of such contract, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather; and

(c) To any delays of Subcontractors or Suppliers occasioned by any of the causes specified in the immediately preceding subsection (a) and (b).

(d) Unforeseen circumstances shall not include situations which are reasonably foreseeable in construction projects of similar scope and type, such as delays in connection with responses to RFI's and change orders, delays in payment to the Contractor, withholding of payment to the contractor, emergency and scheduled tests, inspections and/or abatement activities, the discovery of hazardous materials and such other circumstances which are addressed in the Project Manual, the Project Specifications or this Agreement. To the extent provided in this Agreement, such circumstances, including but not limited to those specified in this Article 8.4.4, may entitle the Contractor to an extension of time, provided said delay is beyond the control of and without the fault or negligence of the Contractor, but in no event will such circumstances entitle Contractor to pursue a claim for delay as against the Owner as they are not considered "reasons not contemplated by the parties" as referenced in N.J.S.A. 18A:18A-41.

H. The Contractor shall, within five calendar days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner in writing of the causes of the delay. The Owner shall first ascertain the facts and the extent of the delay and shall notify the Contractor within a reasonable time that good cause has been shown to warrant the granting of such extension. The Owner's determination shall be final and binding upon all parties, providing that said discretion is done in good faith and consistent with all of the terms herein.

I. Estimated liquidated damages may, at the Owner's option, be withheld from any payments otherwise due the contractor if the Contractor has failed to timely complete a critical activity, which failure has a substantial likelihood of delaying substantial completion of the project beyond the date set forth in the Contract Documents. Estimated liquidated damages shall be based on a reasonable projection, in light of the Construction Schedule, of the number of days substantial completion will be delayed beyond the scheduled substantial completion date set forth in the Contract Documents. Failure of the Owner to withhold estimated liquidated damages from payments due the Contractor shall not be deemed a waiver of liquidated or estimated liquidated damages.

Payment Schedule

Upon the presentation of a duly executed voucher, the contract amount shall be paid within thirty (30) days of completion of the project, including the submission of an application for payment approved by the Architect, all closeout documents, training sessions, and the production of the maintenance bond, manufacturer's warranty and release of lien. A certificate requesting payment with the attached documentation shall be submitted on or before the billing date. In accordance with N.J.S.A. 2A:30A-2, the billing date is established fourteen (14) days prior to the regular meeting of the Owner. In the event the total cost of project exceeds $100,000, partial payments shall be made in accordance

with N.J.S.A. 18A:18A-40.1 and the contract documents, which provisions are permissible exceptions to the requirements set forth in N.J.S.A. 2A:30A-2. All disputes regarding whether a party has failed to make payments pursuant to N.J.S.A. 2A:30A-1 et seq. may be submitted to a process of alternative dispute resolution. If the contractor has a performance bond, two percent (2%) of the amount due on each partial payment shall be withheld when the outstanding balance exceeds $500,000 and five percent (5%) of the amount due on each partial payment shall be withheld when the outstanding balance is $500,000 or less.

Insurance

The requirements pertaining to insurance are more particularly described in Article 11 of the AIA Document A-232-2009, as revised by the Owner and incorporated herein by reference. The minimum insurance coverage required by the Board to be maintained by the successful bidder through either insurance policies from insurance companies licensed to do business in the State and rated "A", size X or better by A.M. Best Company, or through formal fully funded self-insurance programs authorized by law as follows:

1. Workers Compensation: (in accordance with the laws of New Jersey and any other jurisdiction required to protect employees of the Contracted Parties who will be engaged in the performance of the work on this project)

Applicable Federal, State:	Statutory
Employers' Liability	$ 1,000,000.00*
	(Each accident)
Disease - Each Employee	$ 1,000,000.00*
Disease – Policy Limit	$ 1,000,000.00*

*or such other greater limit as may be required by statute

2. Contractor's Liability Insurance: covering any and all bodily injury, personal injury and property damage arising out of or in connection with the work performed hereunder (including coverage for premises, operations, explosions, collapse and underground operations, independent contractor protection, sublet work, elevators, contractual liability, broad form (extended coverage*) property damage, products liability and completed operations) and bodily injury/personal injury (with employment exclusion deleted):

   a. Comprehensive General Liability and Comprehensive Automobile Liability:

General Liability	
Combined single limit as follows:	
Each Occurrence	$ 1,000,000.00
Aggregate Per Location/Per Project	$ 2,000,000.00
Automobile Liability:	
(Owned, Non-Owned and Hired/	
Combined Single Limit)	
Each Occurrence	$ 1,000,000.00
Each Person	$ 1,000,000.00

3. Excess Umbrella Liability:

Each Occurrence	$ 4,000,000.00
Aggregate Minimum	$ 4,000,000.00

   Excess liability shall cover over Employers' Liability, Automobile Liability and General Liability including but not limited to liability and products/complete operations liability, as outlined in Article 11 of the AIA Document A-232-2009.

4. Contractual Liability Endorsement
   (Bodily Injury, Personal Injury and

Property Damage Combined)
Each Occurrence $ 1,000,000.00

5. *Completed Operations & Products Liability:

Aggregate $ 1,000,000.00

*Maintain until one year after issuance of Final Certificate of Payment.

6. Builders' Risk Insurance (All Risks**) of physical loss or damage to property in an amount equal to 100% completed value basis of the work contracted herein. The Owner, Architect, Construction Manager, if any and Engineer, if any, shall be named as loss payees as their interests may appear.

7. Each of the above insurance policies shall:

   A. Name the Board, the Architect, the Construction Manager, if any, and the Engineer, if any, as additional insureds on all policies referenced above and shall be furnished to the Board at the time the contract is signed;

   B. Indemnify and hold harmless the indemnified parties as more particularly described in the section below entitled, “Indemnification”;

   C. Include waiver of rights of subrogation; and

   D. Contain a provision that the policy cannot be cancelled or allowed to expire and the limits will not be reduced until at least thirty (30) days notice is given to the contractor and the Board by certified mail, return receipt requested.

*The term "extended coverage" Property Insurance shall be deemed to include coverage against lightning, wind, hail, riots and civil commotion, vehicle damage, aircraft damage and smoke, exclusive of theft and vandalism.

**The "All Risk" Insurance coverage shall also include the interests of the Owner, the Architect, the Construction Manager (if any) and the Engineer, if any, as their interests may appear. Contractor will provide this insurance.

Nothing contained herein shall be interpreted to relieve the Contractor of his obligation to complete the work without additional cost to the Owner beyond the Contract Amount. Any loss or cost of repair not covered or not fully covered by insurance shall be borne by the Contractor without additional cost to the Owner beyond the Contract Amount. The Contractor will be responsible to cover all theft or vandalism costs to repair or replace materials including labor.

The Contractor may carry whatever additional insurance he deems necessary to protect himself against hazards not covered by the Owner's Property Insurance and against loss of owned or rented capital equipment and tools owned by mechanics or any tool, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of work.

Warranty

See Section 3.5 of A232

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 the contract documents.

Indemnification

A. To the fullest extent permitted by law, the Contractor 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 project.

B. The Board may defend itself, at the Contractor's expense, from any claim or lawsuit or the Board may elect to have the Contractor provide the Board with legal representation at the Bidder's own expense.

C. The Indemnification obligations of the Contractor shall be deemed to include the indemnification obligations of the Contractor'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 Contractor 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 obligations and duties of the Owners' Consultants under their respective agreements with the Owner, are solely for the benefit of the Owner, and, 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 agents of the Board to the extent provided herein.

F. The provisions of this section entitled "Indemnification" shall survive the termination of the contract documents.

Prevailing Wage Rate

A. Each Contractor and subcontractor is required:

1. To comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., and pay all workers 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 Workforce Development 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 Workforce Development to verify the prevailing wage rates applicable to the Project.

3. To furnish the Board with an affidavit stating that all workers have been paid in accordance with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and to provide in a Certification to be returned with bid that prevailing wage rules and regulations, as promulgated by the Prevailing Wage Act, apply and require that prevailing wages be paid in full in accordance with the law.

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 and N.J.A.C. 12:60-5.1(c).

6. To keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each worker employed by it in connection with the project. Records shall be preserved for two (2)

years from the date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract, and to the commissioner, in accordance with N.J.S.A. 34:11-56.29.

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 workers 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 its Sureties shall be liable to the Owner for any excess costs occasioned thereby.

Project Labor Agreement

For public works contracts including construction, reconstruction, demolition, or renovation of buildings valued at $5 million or more subject to the New Jersey Prevailing Wage Act, school district contracting units may enter into project labor agreements and condition the award of such contracts upon the successful bidder, and subcontractors, agreeing to abide by the conditions of the project labor agreement. The Project, and the award of the contract for this Project is conditioned upon the agreement of the successful bidder, and any and all levels of subcontractors, to enter into and abid by the provisions of the project labor agreement that has been negotiated by the Elmwood Park School District Board of Education in the County of Bergen and the appropriate Building and Construction trade unions in accordance with N.J.S.A. 52:38-1 et seq. establishing, among other things, the hours of work, wage rates, fringe benefits, dispute and grievance procedures, and other terms that may be necessary to ensure a harmonious relationship among the trades. Pursuant to N.J.S.A. 52:38-1 et seq., each successful Bidder and any and all subcontractors will be bound by the provisions of the project labor agreement in the same manner as any other provision of the Contract relating to the Project.

A copy of the Project Labor Agreement is attached to and included as part of the bidding documents.

Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.

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 and Workforce Development at the time the bid is made in accordance with N.J.S.A. 34:11-56.48 et seq. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract unless the contractor or subcontractor is registered under the Public Works Contractor Registration Act. It is recommended that all bids include a Certificate issued by the New Jersey Department of Labor and Workforce Development, pursuant to the Public Works Contractor Registration Act, as to the Bidder and all subcontractors. Each Bidder must submit its Public Works Contractor Certificate and those ~~of its~~ listed subcontractors no later than prior to the award of contract.

Business Registration Certificate

Pursuant to N.J.S.A. 52:34-44, the Board ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the contractor first provides the contractor with a valid proof of business registration.
(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Pay to Play Disclosure

A. The Bidder 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 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.

E. 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. A Sample Form is included as part of the bidding documents and must be completed by the bidder.

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.

Laws

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.

Pursuant to N.J.S.A. 18A:37-13 et seq., all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the Board, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The District shall provide to all contracted service providers and their employees a copy of the District's anti-bullying policy and information regarding the policy.

Law Against Discrimination

The Bidder (Contractor) agrees to comply with the requirements of N.J.S.A. 10:2-1 et seq., "The Law Against Discrimination" and Affirmative Action, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 as set forth at length in Exhibit B attached hereto and made a part hereof and incorporated herein by reference.

Specifically, the Contractor must agree as follows:

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

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

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

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

After notification of award, but prior to signing the contract, the contractor shall submit to the Owner's compliance officer and the Dept. of LWD, Construction EEO Monitoring Program, in the New Jersey Department of the Treasury, an Initial Project Workforce Report (Form AA-201) provided to the Owner by the Division for distribution to and compliance by the contractor in accordance with N.J.A.C. 17:27-7. A complete copy of the regulations, N.J.A.C. 17:27-1 et seq., are available upon request or online at: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/programs/njac_17_27_ac.pdf#:~:text=%C2%A7%2017%3A27-1.1%20Policy%20%28a%29%20It%20has%20long%20been,the%20performance%20of%20contracts%20funded%20by%20the%20State.

Bidder Documentation Retention Obligations

Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request." N.J.A.C. 17:44-2.2

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq.
N.J.A.C. 17:27-1.1 et eq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J .A.C. I7:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures pre-scribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card car- rying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J .A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or sub- contractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J .S .A . 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or sub- contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade

union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

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

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

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

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

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

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

(iii) The name of any interested women or minority individual shall be

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

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

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

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

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

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

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

If the Contractor does not submit Form AA-201 as required herein, the Board of Education will declare the Contractor non-responsive, rescind the award and award the contract to the next lowest responsible bidder.

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. **Form of Proposal and Affidavit (Due with the bid) Failure to submit at time of bid opening will result in disqualification of Bid Proposal**
2. **Certified Check or Form of Bid Bond (Supplied by Bidder) (Due with the bid) Failure to submit at time of bid opening will result in disqualification of Bid Proposal**
3. **Consent of Surety (Due with the bid) Failure to submit at time of bid opening will result in disqualification of Bid Proposal**
4. Affidavit of Non-Collusion (Due prior to award)
5. **Ownership Disclosure Statement (Due with the bid) Failure to submit at time of bid opening will result in disqualification of Bid Proposal**
6. Bidder Personnel and Experience Sheet (Due prior to award)
7. Affidavit of No Material Adverse Change together with following attachments as to the **bidder and the subcontractors in the five (5) major branches of work and all specialty trades** for which classification is required:
   a. NOTICE OF CLASSIFICATION from DPMC, as issued by the State of New Jersey, Department of Treasury, Division of Property Management and Construction (DPMC). (Due prior to award)
   b. **Total Amount of Uncompleted Contracts, DPMC Form 701**. **(Due with the bid) Failure to submit at time of bid opening will result in disqualification of Bid Proposal**
   c. Contractor or Trade License required under applicable New Jersey Law for any trade or specialty area in which the Bidder or subcontractor(s) will perform work. (Due prior to award)
8. For SDA funded projects : **(Not Applicable)**a. Certificate of Prequalification issued by the SDAb. Bidder Certification to be submitted by the bidder and the subcontractors in the four major branches of work.
9. Other attachments to be submitted by the bidder and **all subcontractors:** (Due prior to award)
   a. Public Works Contractor Registration Certificate issued by the Department of Labor and Workforce Development indicating compliance with Act, N.J.S.A. 34:11-56.48. (Due prior to award for listed subcontractors)
   b. Business Registration Certificate to perform work in New Jersey, pursuant to N.J.S.A. 52:32-44(Due prior to award)
10. Certificate of Authority if the Bidder is a foreign Corporation (supplied by bidder) (Due prior to award)
11. State of New Jersey Debarred List Affidavit (Due prior to award)
12. Certification of Non-Debarment for Federal Government Contracts (prior to award)
13. Asbestos Acknowledgement Form (Prior to award)
14. Affidavit of Release of Liens and Indemnification (Prior to award)
15. Affirmative Action Affidavit (Prior to award)
16. Political Contribution Disclosure Affidavit
17. C.271 Political Contribution Disclosure Form No later than 10 days prior to award
18. Exhibit B Mandatory Equal Employment Opportunity Language (read only)
19. Prevailing Wages Certification (prior to award)
20. Performance Bond - due twenty days after award
21. Maintenance Bond – due prior to final payment
22. **Bidder Certification Form - (Due with the bid) Failure to submit at time of bid opening will result in disqualification of Bid Proposal**

REBID FORM OF PROPOSAL

BID DATE: _____

PROJECT: **Additions and Interior Renovations to:**
Gantner, Gilbert, and Sixteenth Ave.
Elmwood Park School District Board of Education
60 East 53rd Street
Elmwood Park, NJ 07407

PROJECT NO.: 4132

CONTRACT No.1: Single Overall Contract - All Project Work.

FROM: _____
(Name)
_____

_____
(Address)

CONTRACT DOCUMENTS PREPARED BY:

Di Cara | Rubino Architects
30 Galesi Drive
Wayne, NJ 07470
DRA Project No. 3843

The undersigned certifies that he/she has examined the Specifications, together with all forms included therewith, the Project Drawings, Project Requirements, General and Supplementary Conditions, Technical Specifications, Prevailing Wages, and all addenda and has familiarized himself/herself with all conditions affecting the cost of the Work, including existing conditions at the site and assumes all responsibility for delivering the work in accordance with the Contract Documents.

The undersigned agrees to perform the project in accordance with the Notice to Bidders, Instructions to Bidders, Bid Specifications and any amendments or clarifications thereto and accepts the terms thereof as a binding contractual obligation if the following bid is accepted:

All BID DOCUMENTS SHALL BE SUBMITTED **IN TRIPLICATE –1 ORIGINAL & TWO COPIES**

BASE BID (Rebid)

Base Bid Contract No. 1 Single Overall Contract – Additions and Interior Renovations at Gantner, Gilbert, and Sixteenth Ave. Elementary Schools .

($_____)
(figure)

(_____)
(To be written in full)

NOTE: Set forth the base price for the work required by the Bid Documents (including all Allowances as listed under specification Section No. 01020). If amount written differs from the numerical figures, only the written amount will be accepted as the correct bid.

ALTERNATE BIDS INCLUDE THE FOLLOWING:

The undersigned submits the following Alternate Bid that shall become part of the Contract Documents if accepted by the Owner.

The failure to bid an alternate by leaving the amount blank or stating "no bid" shall be considered a material defect, resulting in the rejection of the bid. If an alternate item will result in no change in the base bid, bidder shall clearly so indicate by stating either "zero" or "no change".

Alternate No. 1 (Modified Bituminous Membrane Roofing – Hot/Cold Applied roof system)

ADD or DEDUCT ($ _____)
(Circle One) (figure)

(_____ Dollars)
(To be written in full)

Alternate No. 2 (Motorized Window Shades)

ADD or DEDUCT ($ _____)
(Circle One) (figure)

(_____ Dollars)
(To be written in full)

Alternate No. 3 (Removal of Mechanical Roof Screens)

ADD or DEDUCT ($ _____)
(Circle One) (figure)

(_____ Dollars)
(To be written in full)

Alternate No. 4 (Removal of side exit canopies at Gantner and Gilbert schools)

ADD or DEDUCT ($ _____)
(Circle One) (figure)

(_____ Dollars)
(To be written in full)

Alternate No. 5 (Alternate suspended ceiling tile for SAT-1 at all schools)

ADD or DEDUCT ($_____)

(Circle One) (figure)

(_____Dollars)

(To be written in full)

ALLOWANCES

THESE AMOUNTS ARE INCLUDED IN THE BASE BID

1. Allowance No.1: Contingency Allowance: Contractor shall include the lump sum of Four Hundred Thousand Dollars ($400,000.00) in their bid to cover changes as directed by the Owner.

   Total Amount of Allowance No.1: $400,000.00

2. Allowance No.2: Signage Allowance: Contractor shall include the lump sum of Twenty-Five Thousand Dollars ($25,000.00) in their bid for interior and exterior signage. The installation of the signage shall be included within the Contract Sum Base Bid and not as part of the allowance. All other signage not included in this allowance or called out in other allowances are to be included within the Contract Sum Base Bid including (but not limited to) signage required to be provided by the Contractor for piping identification, electrical panel designations, and parking lot stripping (as identified on Civil Drawings).

   Total Amount of Allowance No.2: $25,000.00

3. Allowance No.3: Graphic Signage Allowance: Contractor shall include the lump sum of Fifty Thousand Dollars ($50,000.00) in their bid for interior graphic signage. The installation of the graphic signage shall be included within the Contract Sum Base Bid and not as part of the allowance.

   Total Amount of Allowance No.3: $50,000.00

4. Allowance No.4: Door Hardware Allowance: Contractor shall include the lump sum of Two Hundred Thousand Dollars ($200,000.00) in their bid to furnish (only) finish door hardware. Installation of the door hardware is to be included within the Contract Sum Base Bid and is not part of this Allowance.

   Total Amount of Allowance No.4: $200,000.00

5. Allowance No. 5: Testing and Inspection Allowance: Contractor shall include the sum of Seventy-Five Thousand Dollars $75,000.00 in their bid for special testing and inspections as required by NJ Uniform Construction Code and as required by the Contract Documents.

   Total Amount of Allowance No.5: $75,000.00

6. Allowance No. 6: Contractor shall allow 5 tons of fabricated and erected steel. This steel shall be provided at any time until final acceptance of this contract by the Architect. This steel may consist of W./F. sections, angles, frames, or various miscellaneous steel. Include shop drawings, fabrication and erection in this item.

   5 tons x _____ / ton =

   $_____ (TOTAL ALLOWANCE NO. 6)

7. Allowance No. 7: Contractor shall allow the lump sum of Twenty-Five Thousand Dollars ($25,000.00) to cover any fees or charges imposed by the utility company for installation of temporary electric services to the Contractor's field office trailer and the Construction Manager's field office trailer. The Contractor shall pay for the electrical monthly cost and use charges for both office trailers as part of the Base Bid.

NOTE: ANY UNUSED ALLOWANCE OR ANY PORTION THEREOF, SHALL BELONG TO THE OWNER. THE OWNER, IN ITS SOLE DIRECTION, SHALL DETERMINE WHETHER OR NOT TO USE ANY ALLOWANCE.

UNIT PRICES

PROVIDE UNIT PRICES FOR CHANGING QUANTITIES OF WORK ITEMS FROM THOSE INDICATED BY THE CONTRACT DOCUMENTS UPON WRITTEN INSTRUCTIONS FROM THE ARCHITECT/ENGINEER. INCLUDE COST OF ALL LABOR, MATERIALS, HAULING, SHORING, REMOVAL, TAXES, INSURANCE, INCIDENTAL EXPENSES, OVERHEAD AND PROFIT WITHIN THE PROPOSED UNIT PRICE, PER SECTION 01026.

GC-1	Trucking and Disposing of Historic Fill	$_____ / Ton
GC-2	Excavation and Loading of Soils	$_____ / Cubic Yard
GC-3	Import of Structural Fill Material	$_____ / Cubic Yard
GC-4	Backfill and Compaction of Structural Fill Material	$_____ / Cubic Yard
GC-5	Ton of Steel Fabricated and Installed	(Same as Allowance / Ton)

ADDENDUM RECEIPT

Addendum No. 1	Date: _____	Addendum No. 6	Date: _____
Addendum No. 2	Date: _____	Addendum No. 7	Date: _____
Addendum No. 3	Date: _____	Addendum No. 8	Date: _____
Addendum No. 4	Date: _____	Addendum No. 9	Date: _____
Addendum No. 5	Date: _____	Addendum No. 10	Date: _____

NO ADDENDUM Received _____

CLASSIFICATION

Pursuant to N.J.S.A. 18A:18A-26, in order to be eligible to submit a Bid for the Project, the Bidder shall be classified by the New Jersey Department of the Treasury, Division of Property Management and Construction in at least one (1) of the following trades**:**

C008 General Construction (The Bidder must be classified in this trade, as well as the trades listed below, or engage properly classified subcontractors):

with
C029 Structural Steel (Major Trade Subcontractor)
C030 Plumbing (Major Trade Subcontractor)

C032 HVACR (Major Trade Subcontractor)
C047 Electrical (Major Trade Subcontractor)

OR

C009 General Construction/ Alterations & Additions (The Bidder must be classified in this trade, as well as the trades listed below, or engage properly classified subcontractors):

with
C029 Structural Steel (Major Trade Subcontractor)
C030 Plumbing (Major Trade Subcontractor)
C032 HVACR (Major Trade Subcontractor)
C047 Electrical (Major Trade Subcontractor)

In addition, the Bidder shall be classified in, or engage a properly classified subcontractor for each trade in which the Bidder is not so classified. All subcontractors shall be named in the spaces provided below. By indicating the subcontractors below, the Bidder certifies that if awarded the bid, the Subcontractors listed below will be awarded subcontracts

(1) MAJOR TRADE SUBCONTRACTORS

C029 Structural Steel

NAME OF SUBCONTRACTOR: _____

Signature: _____Date:_____

C030 Plumbing

NAME OF SUBCONTRACTOR: _____

Signature: _____Date:_____

C032 HVACR

NAME OF SUBCONTRACTOR: _____

Signature: _____Date:_____

C047 Electrical

NAME OF SUBCONTRACTOR: _____

Signature: _____Date:_____

EACH OF THE SUBCONTRACTORS SHALL BE QUALIFIED IN ACCORDANCE WITH N.J.S.A. 18A:18A-26. ALL PREQUALIFICATION DOCUMENTATION REQUIRED FOR THE BIDDER SHALL ALSO BE SUBMITTED FOR EACH SUBCONTRACTOR LISTED ABOVE.

All subcontractors must be registered by the State of New Jersey pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. to work on school construction projects. Further, pursuant to N.J.S.A. 52:32-44, no

contract with a subcontractor shall be entered into until the subcontractor provides a valid business registration certificate. Those subcontractors that do not have to be named in the bid must submit the requisite documentation prior to the start of work.

The Undersigned does further declare that no one other than those herein named have any interest in this Proposal.

The Undersigned is: An Individual ( )

A Partnership ( )

An L.L.C. ( )

A Corporation ( ) under the laws of the State of _____ having Principal Office in the City of _____ County of _____ and the State of _____.

The Bidder Personnel and Experience must accompany this proposal.

The undersigned affirms that the bid includes all charges and expenses for the furnishing of all labor, work, materials and equipment necessary or reasonably inferrible from the contract documents, for the completion of the work in accordance with the contract documents. If awarded the contract, I will comply with all stipulations contained in the specifications.

The undersigned agrees that if a contract is awarded to him/her, he/she will execute and deliver the contract prepared on behalf of the Board, within ten (10) days after receipt of the contract, together with the performance bond and insurance certificate as required in the Specifications.

The undersigned further agrees that, if awarded a contract, he/she will commence work within ten (21) days of receipt of a written Notice to Proceed. The work shall be completed in accordance with the Contract Documents on or before the date specified in the Project Manual. Failure to substantially complete the project on the date specified will entitle the Board to liquidated damages, not as a penalty, in the amount specified in the Project Manual for each calendar day the Project is delayed, as specified in the Specifications.

Submitted by:

Name of Bidder _____

Address _____

Phone Number _____

Fax Number _____

AFFIDAVIT

I/We hereby certify that I/We have read the foregoing conditions and specifications and have become familiar with the contents thereof; and that the bid of (Name of Company) _____ submitted to the Elmwood Park School District Board of Education, attached hereto, is submitted in strict accordance with said conditions, instructions, and specifications. Any matter submitted with the bid document attempting to alter the specifications of the Board of Education shall result in rejection of the bid.

_____
Corporate Name of Bidder

_____
Address

_____

_____
Telephone Number

_____
Signature of Authorized Agent

CONSENT OF SURETY

The _____

_____

_____

(Name and Address of Surety)

a corporation existing under the Laws of the State of _____

and authorized to do business under the Laws of the State of New Jersey, hereby certifies that application has been made to us by

_____

_____

_____

(Name and Address of Contractor)

and satisfactory arrangements have been completed by which we have and do now agree to furnish a Performance Bond equal to 100% of the Contract to ensure the faithful performance on the part of the Bidder of the terms and conditions of the contract, and a labor and materials bond to ensure the payment of all persons furnishing labor and materials in accordance with the contract.

Title Work:

Name and Location of Project:

This proposition is made with the understanding that any change made in the specifications or agreements without the consent of the bondsmen shall in no way vitiate the bond.

WITNESS: SURETY COMPANY

_____ _____

Title:_____
Attorney-in-fact

By:_____

Date:_____

(Affix corporate seal)

IMPORTANT NOTE

The Surety Company executing the Bond must be authorized to transact business in the State of New Jersey. For contracts in excess of $850,000, the surety shall be listed on the New Jersey List of Approved Sureties, located at www.state.nj.us/dobi/surety.htm.

SAMPLE PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal, and _____ SURETY COMPANY, a corporation of the State of _____ duly authorized to do business in the State of New Jersey, having an office at _____, are hereby held and firmly bound unto the _____ in the penal sum of _____ _____ Dollars, for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did on the _____ day _____, 20_____ enter into a written contract with the _____ _____ for _____ _____ which said contract is made a part of this bond as set forth herein.

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

The said surety hereby stipulated and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefore shall in any way effect the obligation of said surety on its bond.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds on contractors on public works. Revised Statutes of New Jersey

1937, Sections 2A:44-143 to 147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

_____ _____

Witness Principal

_____ _____

Witness as to Surety

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

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

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar

year ended December 31, ___ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

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

_____

_____

_____

_____; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement.

CERTIFICATE
(to be completed by an authorized certifying agency
for each surety on the bond)

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

_____
(Signature of certifying agent)

_____
(Printed name of certifying agent)

_____
(Title of certifying agent)

SAMPLE FORM OF MAINTENANCE BOND

_____
KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____as Surety, are held and firmly bound unto the _____ Board of Education, as Owner, in the amount of ONE HUNDRED PERCENT (100%) OF THE CONTRACT SUM.

($_____)
(100% of the Contract)

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal did on _____, _____, 20____, enter into a Contract for:

[NAME OF PROJECT]

FOR THE
_____ Board of Education
[ADDRESS]

WHICH said Contract is made a part of this Bond as though set forth herein: NOW, if the said Principal shall remedy without cost to the Owner any defects which may develop during a period of two (2) years from the date established in the Final Application for Payment for the work performed under the said Contract, provided such defects, in the judgment of the Owner are caused by defective or inferior materials or workmanship.

The said Surety hereby stipulates and agrees that no modification, deletions or additions in or to the terms of the said Contract or the Drawings or Project Manual therefore shall in any way affect its obligation on this Bond.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal this _____ day of _____, 20___.

ATTEST:

_____ _____
(Principal) Secretary (Principal)
(SEAL)

ATTEST:

_____ _____
(Surety) Secretary (Surety)
(SEAL)

AFFIDAVIT OF NONCOLLUSION

STATE OF _____)
ss:
COUNTY OF _____)

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

I am _____ of the firm of _____, the bidder making the proposal for the above named project. I executed the bid with full authority to do so. The bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in bid and in this affidavit are true and correct, and made with the full knowledge that the _____ Board of Education will rely upon the truth of the statements contained in the Bid and in the statements contained in this affidavit in awarding the contract for the project.

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

_____

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

_____
Notary Public of _____
My Commission expires ___/___/20___.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

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

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

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

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

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

Part IV Certification

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

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

BIDDER PERSONNEL AND EXPERIENCE

All questions must be answered and the data given must be clear and comprehensive.

This statement must be notarized. Attach separate letters where requested.

1) Name of Bidder:_____

2) Business Address:_____
_____

3) Phone and Fax Numbers:_____

4) When Organized or Incorporated:_____

5) State of Incorporation:_____

6) How many years have you been engaged in the contracting business under your present firm or trading name?
_____
_____

7) General character of work performed by company._____
_____

8) Have you ever failed to complete any work awarded to your firm? _____ If so, where and for whom?
_____
_____

9) Have you ever defaulted on a Contract? _____ If so, where and why?_____
_____
_____

10) In the past three years, have there been any outstanding debts over 60 days to subcontractors or material/equipment suppliers for work in place of any of your contracts other than a maximum allowance of 10% for retainage? _____ If so, how much and why?_____
_____

11) In the past three years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any project attributed to your contract? _____ If so, explain the circumstances._____
_____
_____
_____

12) Have all payments associated with past labor costs (workers compensation, benefits, etc.) been paid in full to the proper authorities as required by law or agreements? _____ If no, explain_____
_____
_____

13) Attach schedule of current projects under construction with gross contract amount and uncompleted dollar amount of each project and anticipated completion dates. **

14) Attach schedule of major contracts including construction costs completed by your firm within the last three (3) years. **

15) Attach background and experience of principals of the firm. **

16) List names of projects, architects/clients and phone numbers to contact for references for projects in progress or completed in the last three (3) years. **

17) List Bank Reference:_____
_____

**Attach separate sheets to this Statement of Bidders Personnel and Experience Sheet with Bid Proposal

18) List Trade References:_____
_____
_____
_____

Signature of:

_____
(Bidder, if Bidder is an Individual)

_____
(Partner, if Bidder is a Partnership)

_____
(Officer, if Bidder is a Corporation)

Sworn and subscribed before me this

_____ day of _____, 20__.

Notary Public-State of _____My Commission Expires _____

_____ _____
(Signature) (Print Name)

SEAL

AFFIDAVIT OF NO MATERIAL ADVERSE CHANGE

TO THE BIDDER: This AFFIDAVIT must be submitted with your bid for public school work.

STATE OF _____)
: ss:
COUNTY OF _____)

_____ being duly sworn, according to law, deposes and says that he is _____ of and that the answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required under N.J.S.A. 18A:18A:27 et seq. as amended, except as set forth herewith:

_____ is classified by the State of New Jersey under N.J.S.A. 18A:18A-27 et seq. as amended. This classification became effective _____, and will expire _____.

Type of Contract/Trade Classified:
_____
_____

Approved Amount $_____

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Building and Construction is attached.

The total amount of uncompleted work on contracts is $_____.

I hereby certify, under penalty as provided by law, that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current levels and that at the time of the bid submission, the value of all outstanding incomplete contracts does not exceed this firm's existing aggregate rating limit.

_____
Signature

Sworn to before me this _____
day of _____, 20___.

_____
Notary Public of _____
My Commission expires __/__/__.

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF _____)
ss:
COUNTY OF _____)

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

I am _____ an officer of the firm of _____, the bidder making the Proposal for the above name work, and that I executed the same Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, State Treasurer's or any State or Federal Government's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the _____, as the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appears on the State Treasurer's or any State or Federal Government's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor commits any of the acts warranting debarment, suspension or disqualification as determined according to applicable law and regulation.

_____

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

_____
Notary Public of _____
My Commission expires ___/___/20___.

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

☐Sole Proprietorship (skip Parts III and IV) ☐Non-Profit Corporation (skip Parts III and IV)

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

☐Limited Partnership ☐Limited Liability Partnership (LLP)

☐Other (be specific): _____

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

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
Section C – Part III Certification	
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of _____**<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the ***Elmwood Park Board of Education*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify the Elmwood Park Board of Education in writing of any changes to the	

information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **Elmwood Park Board of Education** permitting the ***Elmwood Park Board of Education*** to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

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

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

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

ASBESTOS ACKNOWLEDGEMENT FORM

TO ALL CONTRACTORS/WORKERS

Pursuant to AHERA (Asbestos Hazard Emergency Response Act) Regulations, you are hereby informed that the Owner has conducted an inspection of its buildings for asbestos containing building materials. A Management Plan has been developed and approved. The plan identifies asbestos containing building materials, assesses their friability (the potential to be crumbled or reduced to powder by hand pressure), and recommends action based upon the potential release of asbestos fibers.

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

Your signature below acknowledges that you have been informed prior to the commencement of work and you have been made aware of your rights under the AHERA Regulations. Each Prime Contractor shall notify his subcontractors of the above notification.

_____ _____

Name (printed) Signature

_____ _____

Company Name (printed) Date

AFFIDAVIT OF RELEASE OF LIENS AND INDEMNIFICATION

(This form shall be submitted with the
Release of liens provided by the Architect)

STATE OF)
: ss:
COUNTY OF)

_____ being duly sworn, according to law, deposes and says that he is a duly authorized representative of the Contractor, _____.

I hereby aver that the Contractor has obtained appropriate releases of liens from all subcontractors and materials suppliers in connection with this Contract. To the best of my knowledge and information, the releases include all labor and materials for which a lien could be filed. The Contractor agrees to defend, indemnify and hold harmless the Owner, its officers, agents, servants and employees from and against any claims of, or by Contractor's laborers, subcontractors and/or material suppliers seeking the payment of money for labor, materials, equipment or services furnished to the Project, including reasonable attorney's fees, arising out of and/or in connection with, the Project, regardless of whether or not they have perfected a mechanics' lien with the Owner. In the event any such claims are brought against the Owner in connection with the Project, the Owner agrees to tender its defense and Contractor agrees to accept the Owner's tender and to defend, indemnify and hold harmless the Owner. This agreement shall survive the completion of the project and the termination of the agreement between the Owner and the Contractor.

Sworn to before me this _____
day of _____, 20___. _____

Notary Public of _____ Signature

My Commission expires __/__/

BIDDER CERTIFICATION FORM

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

Full Name (Print):_____

Signature:_____

Title:_____

Date:_____

Bidder/Vendor: _____

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

_____
Notary Public of _____
My Commission expires ___/___/20___

AFFIRMATIVE ACTION AFFIDAVIT
FOR COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS

STATE OF)
: ss:
COUNTY OF)

_____ being duly sworn, according to law, deposes and says that he is a duly authorized representative of the Bidder, _____.

I hereby certify that I am aware of the equal employment opportunity and affirmative action in public contracting requirements set forth in N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. and that the Bidder is in compliance with the requirements therein. I hereby agree that the Bidder shall make good faith efforts to provide equal employment opportunity for minorities and women. I am aware that the failure to make good faith efforts to provide equal employment opportunity for minorities and women may result in fines/penalties, suspension/debarment, a determination to lower the firm's aggregate rating or such other action as provided by law.

Sworn to and subscribed
to this _____ day of
_____, 20__

By:_____
Signature of Principal

_____
(Name)

_____
Notary Public of New Jersey

_____
(Title)

My Commission expires __/__/

POLITICAL CONTRIBUTION DISCLOSURE AFFIDAVIT

STATE OF _____)
ss:
COUNTY OF _____)

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

I am _____ of the firm of _____, the bidder making the proposal for the above named project. I am aware that:

A. 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.

B. 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.

C. 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.

D. 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. This Form is included as part of the bidding documents and must be completed by the bidder.

I aver that no reportable contributions have been made by the Bidder in violation of the provisions set forth in N.J.A.C. 6A:23A-6.3. If the Bidder is the lowest responsible bidder, a completed PCD form shall be submitted to the Board office ten (10)
days prior to the contract award.

Sworn to and subscribed
to this _____ day of
_____, 20__

By:_____
Signature of Principal

_____
(Name)

_____
Notary Public of New Jersey

_____
(Title)

My Commission expires __/__/

Certification on Behalf of a Company, Partnership or Organization and All Individuals Whose Contributions are Attributable to the Entity Pursuant to Executive Order No. 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008) has solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

a) Any candidate committee and/or election fund of the Governor;

b) A State political party committee;

c) A legislative leadership committee;

d) A county political party committee; or

e) A municipal political party committee.

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Name of Company, Partnership or Organization:

_____

Signed: _____ Title: _____

Print Name: _____ Date: _____

Circle One of the Following Which Applies:

(A) The Company, Partnership or Organization is the vendor;

or

(B) the Company, Partnership or Organization is a Principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the vendor, or a Political Organization (e.g., PAC) controlled by the vendor.

**Please note that if the person signing this Certification is not signing on behalf of all individuals whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008), each of those individuals will be required to submit a separate individual Certification*.

Individual Certification of Compliance with Executive Order No. 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, I have not solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

a) Any candidate committee and/or election fund of the Governor;

b) A State political party committee;

c) A legislative leadership committee;

d) A county political party committee; or

e) A municipal political party committee.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Signed: _____

Print Name: _____ Date: _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

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

- any 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.

* 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 N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures."

C. 271 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)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

Prevailing Wages Certification

Additions and Interior Renovations to Gantner, Gilbert, and Sixteenth Ave. Elementary Schools
Elmwood Park Board of Education

Bid No. **00-00** Bid Date **Weekday, Month 00, 2022**

It is the determination of the Board of Education of the Elmwood Park School District in the County of Bergen that this is a public works project that in total will exceed $2000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25.

CERTIFICATION

1. I certify that our company understands that this project of the Elmwood Park Board of Education in the County of Bergen requires prevailing wages to be paid in full accordance with the law.

2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law and that workers employed in the performance of the contract shall be paid not less than such prevailing wage rate.

3. If my bid is the lowest bid, and is ten percent or more lower than the next lowest bid, I certify that the prevailing wage rates required by the Prevailing Wage Act shall be paid and shall submit this Certification prior to award of the contract.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor

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

* Yes_____ No _____

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

Please include any pending administrative proceedings with the NJDOL, if any.

Name of Company_____

Authorized Agent_____

Authorized Signature _____