

# CLOSTER PUBLIC SCHOOLS

340 Homans Avenue • Closter, New Jersey 07624

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Vincent McHale  
Superintendent of Schools

[www.closterschools.org](http://www.closterschools.org)

Floro M. Villanueva Jr.  
Business Administrator/Board Secretary

## **NOTICE TO BIDDERS**

Notice is hereby given that the Closter Board of Education will be receiving sealed bids at the Board of Education Office located at 340 Homans Avenue, Closter, New Jersey 07624 for Winter Snow Removal Services.

A copy of the bid instructions, bid forms and specifications may be inspected and picked up from the Board Secretary at the Board Office on or after **Wednesday, August 30, 2023**, between the hours of 9:00 a.m. and 3:00 p.m., except Saturdays, Sundays and holidays. Further information may be obtained by emailing the Board Secretary/Business Administrator, Floro Villanueva Jr. at [villanuevaf@nvnnet.org](mailto:villanuevaf@nvnnet.org).

Each bidder must inspect all project sites prior to submitting their bid proposal. There will be a pre-bid conference starting at 11:00 a.m. at the Board Office on **September 20, 2023**. Attendance is strongly recommended for all prospective contractors. No additional site visits will be allowed without appointment.

All bidders must use and complete all bid forms and must comply with every requirement contained in the instructions and specifications. Bids are to be marked in a sealed envelope and delivered to the Board Secretary/Business Administrator, Floro M. Villanueva Jr., with the name of the project WINTER SNOW REMOVAL SERVICES plainly marked on the front of the envelope.

Bids must be submitted to the Closter Board of Education no later than **11:00 a.m.** on (prevailing time) on **Thursday, October 12, 2023**. All bids will be opened and read to the public at that time by the Board Secretary/Business Administrator at the board offices. No bid may be withdrawn for a period of sixty (60) days from the opening of the bids.

The Closter Board of Education reserves the right to reject any or all bids and waive any informality in the bidding process if it is in the best interest of the Board of Education. The contract, if awarded, shall be awarded to the lowest responsible bidder. No bid shall be deemed accepted until the adoption of a formal resolution by the Closter Board of Education.

By Order of the Closter Board of Education

A handwritten signature in blue ink, appearing to read "Floro M. Villanueva Jr.", is written over a faint blue line.

Floro M. Villanueva Jr.  
School Business Administrator/  
Board Secretary

Dated: August 24, 2023

## INSTRUCTIONS TO BIDDERS

### Project

Snow Removal Services for the Closter Board of Education as set forth in the specifications.

### Bid

The base contract bid shall include furnishing all parts, materials, accessories and labor required for the furnishing of the Snow Removal Services in accordance with the specification prepared on behalf of the Closter Board of Education.

### Invitation to Bid

- A. In accordance with the Notice to Bidders, proposals will be accepted by the Closter Board of Education (hereinafter referred to as the "Board of Education") for the performance of the project designated in the Notice to Bidders and further described in the Instructions to Bidders and Bid Specifications. The bid shall cover all cost of any nature, incident to and growing out of the work. In explanation but not in limitation thereof, these costs shall include the cost of the all work, labor, materials, related equipment, transportation, handling and delivery charges and cost of anything else necessary to perform and complete the work 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 and other bidding documents. Each bidder shall determine that it can secure the necessary labor and equipment and that successful bidder will comply with the requirements contained in the Specifications and can be obtained by the time required by the Specifications.
- C. Each bidder shall provide a certification showing that he owns, leases or controls all necessary equipment required by the specifications. If the bidder is not the actual owner or lessee of any such equipment, he shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment granting to the bidder the right to control the equipment during such time as may be necessary for the completion of that portion of the work for which it is necessary.
- D. Any questions which a bidder may have shall be brought to the attention of Mr. Ralph Chappell, Supervisor of Buildings and Grounds, whose phone number is **201-522-0836**.
- E. Any prospective bidder who wishes to challenge a bid specification shall file such challenge with the School Business Administration no less than three (3) business days prior to the bid opening. Challenges filed after that time shall be void and shall have no impact whatsoever on the Board of Education or the award of a contract. Notice of revisions 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. Said notice shall be

published in the Board's official newspaper no later than seven (7) days, Saturday, Sundays or holidays excepted, prior to the date of acceptance of bids. It shall be the responsibility of the Bidder to ascertain that he has received all amendments, revisions and clarifications prior to submitting his bid. Failure to receive notice of any amendment, revision or clarification when good faith notice is sent or delivered shall not be considered failure by the Board to provide notice and shall not relieve a bidder from any obligation under his bid. All amendments, revisions and clarifications shall become part of the contract documents. In the event the Board is unable to provide notice within the time required, or otherwise fails to provide notices, the Board shall not accept bids and shall readvertise for bids.

#### Obligation of the Bidder

At the time of the opening of the bids, each bidder will be presumed to have read and become thoroughly familiar with the Notice to Bidders, Instructions to Bidders, Bid Specifications and other bidding documents. The failure or omission of any bidder to receive or examine any form, instrument or document shall not relieve the bidder from his obligation to furnish all the 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 will be considered conclusive evidence that the bidder has made such an examination.

#### 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 who 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.

#### Payments

Upon presentation of a duly executed voucher, payment for the \_\_\_ work shall be made in monthly installments and shall be made within thirty (30) days of the regular meetings of the Closter Board of Education. The Board of Education reserves the right to withhold payment in the event the work does not conform to the requirements of these specifications. This provision is a permissible exception 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. This provision is a permissible exception 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.

## Preparation of Bids

- A. Bidders shall comply with the requirements contained in the Notice to Bidders, Instructions to Bidders, Bid Specifications, and other bidding documents.
- B. All bidders must use and complete the following bid forms in full:
  - 1. Form of Bid Proposal
  - 2. Certified Check or Form of Bid Bond
  - 3. Ownership Certification
  - 4. Affidavit of Non-Collusion
  - 5. Stockholder or Partnership Disclosure Statement
  - 6. Business Registration Certificate
  - 7. Disclosure of Investment Activities in Iran
  - 8. Debarment Affidavit
  - 9. Affirmative Action Form, Exhibit A and evidence of compliance therewith
  - 10. Political Contribution Disclosure Form
- C. Bids must be submitted on the form of proposal furnished by the Board of Education. Where the bidder is a corporation or a partnership, the person submitting the bid must certify that he is duly authorized to submit a bid on behalf of the corporation or partnership. The corporate seal should be affixed to the bid. Alternative bids will not be accepted unless otherwise authorized in the bidding documents. No conditions, limitations or provision may be placed on a bid.
- 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. Telegraph, telecopy, or facsimile of bids will not be considered.
- E. Any bid not received by the date and time set forth in the Notice to Bidders will not be considered by the Board of Education.
- F. A bidder may withdraw his bid at any time prior to the scheduled time for opening bids. No bid may, however, be withdrawn for a period of sixty (60) days from the opening of the bids.

## Bid Guarantees

- A. Every bid must be accompanied by a bid guarantee in the form of a certified or cashier's check, or a bid bond furnished by a surety company authorized to do business in the State of New Jersey in an amount not less than ten percent (10%) of the bid or \$20,000.00, whichever is less.
- 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 performance/labor and materials bond and the required certificates of insurance within ten (10) days after the contract is awarded. In the event of default and subsequent award of the contract to another bidder, the bidder shall be liable for the difference between the amount of his bid and the amount for which the Board is obligated to pay on an award to another bidder, less the ten percent (10%) security.

### 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 Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28.

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

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

### Stockholder or Partnership Disclosure Statement

- A. Pursuant to P.L. 1977, Chapter 33 (N.J.S.A. 52:25-24.2), all corporations and partnerships shall submit a statement with its bid which sets forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or of all individual partners in the partnership who own a 10% or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria has been listed.
- B. Any bidder whose stockholders or partners own less than ten percent (10%) of the stock shall certify such fact to the Board.
- C. A form affidavit is included as part of the bidding documents.

### Award of Contract

- A. The Board reserves the right to reject any or all bids in accordance with law and waive any informality in the bidding process if it is in the best interest of the Closter Board of Education. The Board reserves the right to reject the bid of any bidder with whom the Board has had a prior negative experience.
- B. A decision on whether the contract will be awarded and to whom it will be awarded shall be made within sixty (60) days from the date the bids are opened. The contract, if awarded, shall be awarded to the lowest responsible bidder. Whenever two or more bids are equal, the Board of Education has the absolute discretion to award the contract to either bidder.
- C. All bid guarantees will be returned, upon request, within ten (10) business days after the bids have been opened. The bid guarantees of the three lowest bidders shall, however, be retained until either: (1) three (3) days after the contract is awarded and signed and the bidder's performance/labor and materials bond and insurance certificates are approved by the Board, or (2) all bids are rejected by the Board.
- D. If the lowest responsible bidder is not a resident of the State of New Jersey, then the bidders shall designate a proper agent in the State upon whom process may be served as a condition precedent for the awarding of the contract. If the lowest responsible bidder is not a corporation of the State of

New Jersey, then the awarding of the contract and payment of consideration thereunder is conditioned upon the bidder filing a certificate of doing business in the State of New Jersey and complying with the provisions of N.J.S.A. 14A:13-1 et seq.

- E. All bidders shall submit the Affirmative Action Acknowledgement and the form attached hereto as Exhibit A.

Contract Period

A contract shall be executed by the awarding contractor. A copy of contract is annexed hereto which shall be finalized by the Board and presented to the awarding contractor. The contract period shall be for an initial term of three (3) years for the period beginning **November 1, 2023 and ending October 31, 2026**. The Board may exercise its option to renew the Agreement for up to two (2) one-year extensions or one (1) two-year extension, in accordance with the provisions of N.J.S.A. 18A:18A-42. The terms and conditions of the extension shall remain substantially the same as in the original contract, the contract shall be awarded by resolution of the Board upon its finding that the services are being performed in an effective and efficient manner, and that the price change, if any, not exceed the change in the index rate as defined by N.J.S.A. 18A:18A-2(bb). Information on the current index rate, as well as the index rate for the last four (4) quarters is available, as of the date of this Agreement, at the following website:

[http://www.nj.gov/dca/divisions/dlqs/programs/lpci\\_docs/cur\\_index\\_rate.pdf](http://www.nj.gov/dca/divisions/dlqs/programs/lpci_docs/cur_index_rate.pdf).

The Board of Education may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

Project

All work shall be performed in accordance with the project specifications.

Insurance

The minimum insurance coverage required by the Board to be maintained by the successful bidder shall be as follows, unless a greater amount is required by law:

- 1. Workers Compensation:  

Applicable Federal, State: Employers' Liability	Statutory \$ 100,000.00
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- 2. Contractor's Liability Insurance:  

Comprehensive General Liability and Comprehensive Automobile Liability as follows:

  - a) Bodily Injury:  
Each Occurrence \$ 1,000,000.00
  
  - b) Property Damage: (Including Completed Operations Broad Form)

	Each Occurrence	\$ 1,000,000.00
c)	<u>Personal Injury (with Employment Exclusion Deleted):</u> Each Occurrence	\$ 1,000,000.00
d)	<u>Automobile Liability:</u> (Owned, Non-Owned and Hired)	
	Bodily Injury Each Person	\$ 1,000,000.00
	Bodily Injury Each Occurrence	\$ 1,000,000.00
	Property Damage Each Occurrence	\$ 1,000,000.00
3.	<u>Excess Umbrella Liability:</u>	\$ 2,000,000.00

Excess liability shall have a drop down provision to cover over \$100,000 of Employers' Liability section of the Workers Compensation listed above.

4. Contractual Liability Endorsement

A certificate of insurance which names the Closter Board of Education as an additional insured shall be furnished to the Board at the time the contract is signed.

The required insurance coverage must be in effect at all times during the term of this Agreement. Certificates of all insurance must contain a thirty (30) day cancellation and modification clause with a requirement of written notice to the Board by the insurance company. In the event of cancellation or modification, the Contractor shall obtain insurance in the same amount and for the same coverage from another carrier prior to the date of cancellation or modification. Evidence of the insurance coverage required by this Agreement shall be furnished to the Board prior to commencement of services.

Warranty

The Contractor warrants that the services to be rendered to the Board shall be furnished in a workmanlike manner in accordance with industry standards, as well as all applicable federal and state statutory requirements, local ordinances and administrative regulations. The Contractor shall repair any and all damage to the Board's property which is caused by it, its employees, servants or agents during the provision of services specified herein.

Liability

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

### Indemnification

- A. The Bidder shall indemnify and hold harmless the Closter Board of Education, its officers, agents, 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 a breach of Bidder's agreement with the Board or any personal injury or property damage that may arise out of or result from the acts of omissions of the Bidder in performing the work.
- B. The Board may defend itself, at the Bidder's expense, from any claim or lawsuit which may arise out of the Bidder's performance or lack of performance under the terms of this contract or the Board may elect to have the Bidder provide the Board with legal representation at the Bidder's own expense.
- C. The provisions of this section shall survive the termination of the contract documents.

### Affirmative Action

During performance of this contract, Bidder agrees to comply with P.L. 1975, c.127, dated June 23, 1975, "Affirmative Action" and in accordance with provisions described in Exhibit "A" attached hereto.

The parties to this contract agree to incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4 et seq. and N.J.A.C. 17:27-3.6, as amended and supplemented from time to time and the Bidder agrees to comply fully with the terms, provisions and obligations of said Regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of N.J.A.C. 17:27-1.1 et seq. of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Bidder agrees to comply fully with the terms, provisions and obligations of said Regulations.

### Business Registration Certificate

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

- A. No contract with a subcontractor shall be entered into until the subcontractor provides a copy of a valid business registration certificate to the contractor. The contractor shall provide copies of a current Business Registration Certificate for each subcontractor immediately upon entering into each subcontract. The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project. Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- B. The contractor shall maintain and submit a current, updated list of subcontractors and their current Business Registration Certificate as a continuing obligation under this contract. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the



proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

- C. For the term of this contract, the contractor and each of its affiliates and each subcontractor and supplier and each of its affiliates as defined in N.J.S.A. 52:32-44(g) (3) shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.
- D. A contractor, subcontractor or supplier that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 et seq., or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency. The contractor shall indemnify and hold harmless the Owner from and against any and all fines, taxes, penalties, interest, claims, losses, costs and expenses of any kind arising out of or resulting from or in connection with the contractor's failure to comply with N.J.S.A. 52:32-44 as amended from time to time. Information on the law and its requirements are available by calling (609) 292-9292.

#### Pay to Play Disclosure

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

public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### Bid Protest – Legal fees and Costs

In the event a Bidder unsuccessfully challenges a Bid award by filing a bid protest concerning same, said Bidder agrees to be responsible for payment of all costs and expenses incurred by the Board in connection with the defense of such action, including but not limited to reasonable attorneys fees relating to said protest.

### 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.

Bidders should be aware of the following statutes that represent "Truth in Contracting" laws:

N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

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

Pursuant to P.L. 2010, c.122, 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.

Bidders should consult their legal counsel for further information.

### 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. 17:27-1 et seq. as set forth at

length in Exhibit A attached hereto and made a part hereof and incorporated herein by reference. The mandatory language of N.J.A.C. 17:27-1.1 et seq. promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time is attached hereto made a part hereof and incorporated herein by reference. The contract with the Contractor may be rescinded if the Contractor fails to submit proof of compliance with the regulations set forth in N.J.A.C. 17:27.

The parties to the contract agree to incorporate into the contract the mandatory language of N.J.A.C. 17:27-1.1 et seq. of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Bidder agrees to comply fully with the terms, provisions and obligations of said Regulations. See Exhibit "A". A complete copy of the regulations, N.J.A.C. 17:27-1 et seq., are available upon request or online at:

[http://www.state.nj.us/treasury/contract\\_compliance/pdf/njac\\_17\\_27\\_ac.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/njac_17_27_ac.pdf).

## **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 Bid Proposal
2. Certified Check or Form of Bid Bond
3. Ownership Certification
4. Affidavit of Non-Collusion
5. Stockholder or Partnership Disclosure Statement
6. Business Registration Certificate
7. Disclosure of Investment Activities in Iran
8. Debarment Affidavit
9. Affirmative Action Form, Exhibit A and evidence of compliance therewith
10. Political Contribution Disclosure Form

**BID FORM**

Project: Winter Snow Removal

The undersigned certifies that he/she has examined the Specifications, together with all forms included therewith, the Site Plans, the Project Requirements, General and Supplementary Conditions, 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 contract in accordance with the Notice to Bidders, Instructions to Bidders, Proposal Conditions, Bid Specifications and any amendments or clarifications thereto and accepts the terms thereof as a binding contractual obligation if the following bid is accepted:

**BID COST**

**November 1, 2023 - October 31, 2024**

**HILLSIDE ELEMENTARY SCHOOL – 340 HOMANS AVENUE  
TENAKILL MIDDLE SCHOOL – 275 HIGH STREET**

CATEGORIES	PER STORM RATE - HILLSIDE	PER STORM RATE - TENAKILL
0 – 1.99 INCHES		
2 – 3.99 INCHES		
4 – 5.99 INCHES		
6 – 7.99 INCHES		
8 – 9.99 INCHES		
10 – 11.99 INCHES		
ABOVE 12 INCHES		

**Shoveling of Walkways  
Rate:**

\_\_\_\_\_

**Application of Salt (on as  
needed)**

\_\_\_\_\_

**BID COST**

**November 1, 2024 - October 31, 2025**

**HILLSIDE ELEMENTARY SCHOOL – 340 HOMANS AVENUE  
TENAKILL MIDDLE SCHOOL – 275 HIGH STREET**

CATEGORIES	PER STORM RATE - HILLSIDE	PER STORM RATE - TENAKILL
0 – 1.99 INCHES		
2 – 3.99 INCHES		
4 – 5.99 INCHES		
6 – 7.99 INCHES		
8 – 9.99 INCHES		
10 – 11.99 INCHES		
ABOVE 12 INCHES		

**Shoveling of Walkways  
Rate:**

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**Application of Salt (on as  
needed)**

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**BID COST**

**November 1, 2025 - October 31, 2026**

**HILLSIDE ELEMENTARY SCHOOL – 340 HOMANS AVENUE  
TENAKILL MIDDLE SCHOOL – 275 HIGH STREET**

CATEGORIES	PER STORM RATE - HILLSIDE	PER STORM RATE - TENAKILL
0 – 1.99 INCHES		
2 – 3.99 INCHES		
4 – 5.99 INCHES		
6 – 7.99 INCHES		
8 – 9.99 INCHES		
10 – 11.99 INCHES		
ABOVE 12 INCHES		

**Shoveling of Walkways  
Rate:**

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**Application of Salt (on as  
needed)**

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I am fully aware that the Bid Prices are on an all or any basis. If awarded the contract, I will comply with all stipulations contained in the specifications.

Submitted by:

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

I certify that I, \_\_\_\_\_, am the \_\_\_\_\_ of the bidder submitting this proposal and that I am authorized to submit this bid on behalf of the bidder and that the information contained on all of the bidding documents is true and accurate. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WITNESS:

\_\_\_\_\_

(Affix corporate seal)

\_\_\_\_\_

Authorized Representative

Title: \_\_\_\_\_

**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 Closter 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 may be disregarded, or the bid may be rejected.

\_\_\_\_\_  
Corporate Name of Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Authorized Agent



**OWNERSHIP CERTIFICATION**

I certify that the bidder owns, leases or controls all necessary equipment required by the specifications.

I certify that I am authorized to submit this certification on behalf of the bidder.

I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WITNESS:

\_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_

Dated:

**To be signed if a third party owns, leases or controls any necessary equipment required by the specifications.**

I certify that I am the owner of the following equipment which is the subject matter of the bid:

\_\_\_\_\_  
\_\_\_\_\_

I have granted to \_\_\_\_\_, the bidder, the right to control the equipment during such time as may be necessary for the completion of that portion of the work for which it is necessary.

I certify that I am authorized to submit this certification on behalf of the owner of the \_\_\_\_\_.

I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WITNESS:

\_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_

Dated:

**STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT**

STATE OF \_\_\_\_\_)

ss:

COUNTY OF \_\_\_\_\_)

In accordance with the Instruction to Bidders and the provisions of P.L. 1977, Chapter 33, Section 1 (N.J.S.A. 52:25-24.2), the undersigned being duly sworn according to law, deposes and says that the following is a list of the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or of all individual partners in the partnership who own a 10% or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, all stockholders holding a 10% or more of the corporation's stock or all individual partners owing 10% or greater interest in that partnership is also listed.

I.

\_\_\_\_\_  
Name of Corporation/  
Partnership

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Corporation/  
Partnership

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Stockholder/Partner

Address \_\_\_\_\_

\_\_\_\_\_  
Name of Stockholder/Partner

Address \_\_\_\_\_

\_\_\_\_\_  
Name of Stockholder/Partner

Address \_\_\_\_\_

Use reverse side for additional stockholders/partners.

II.

\_\_\_\_\_  
Name of Corporation  
Partnership who holds 10% or  
more interest in the bidding  
corporation/partnership

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Stockholder/Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Stockholder/Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Stockholder/Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Stockholder/Partner

\_\_\_\_\_  
Address

Use reverse side for additional stockholders/partners.

The absence of any names and addresses on the foregoing list signifies that there are no individual stockholders or partners who own 10% or more interest in the bidding corporation or partnership.

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Official Title

Sworn before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_  
My Commission expires \_\_/\_\_/\_\_.

**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 Closter 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\_\_.

**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 Closter Board of Education, 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 appear 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\_\_.

## **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN & BELARUS**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). The Chapter 25 list may be found at the following address:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render the Bid non-responsive.** In the event the Board determines that the Bidder has submitted a false certification, it shall report same to the New Jersey Attorney General and retains the right to file an action seeking the greater of One Million Dollars (\$1,000,000) or twice the contract price.

Please check one of the following boxes:

**I certify, pursuant to Public Law 2012, c. 25, that neither the Bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's Chapter 25 List.** I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the certification below.**

**OR**

**I am unable to certify as above because the Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Chapter 25 List.** I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification. Failure to provide same will result in the Bid being deemed non-responsive and appropriate penalties or fines may be assessed.

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

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE. PLEASE PROVIDE THOROUGH ANSWERS AND USE ADDITIONAL PAGES IF NECESSARY

Name: \_\_\_\_\_

Relationship to Bidder/Vendor: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_

Anticipated Completion Date: \_\_\_\_\_

Bidder/Vendor Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

**CERTIFICATION**

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



## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127)

N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

**The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:**

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

**The failure to submit such appropriate evidence will result in rescission of the contract.**

**AFFIRMATIVE ACTION QUESTIONNAIRE AND CERTIFICATION  
FOR COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS**

1. DO YOU HAVE FEDERAL APPROVAL? Yes \_\_\_ No \_\_\_\_\_

This means a letter from a Federal Agency stating the company name and address as having submitted their Affirmative Action Plan and their plans being approved.

If yes, please submit a Photostat copy.

2. DO YOU HAVE A STATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT APPROVAL? Yes \_\_\_ No \_\_\_\_\_

If yes, please submit a Photostat copy of this certificate.

3. IF YOU DO NOT HAVE EITHER OF THE ABOVE, PLEASE SUBMIT A COPY OF

AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302). This form can be electronically provided by the Division and distributed to the public agency through the Division's website: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) I certify that our Company has never before applied for a Certificate of Employee Information Report in accordance with the rules promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and I agree to submit immediately a copy of the Employee Information Report (AA-302) to the Division of Purchase & Property, CCAU, EEO Monitoring Program, Department of Treasury, P.O. Box 209, Trenton, NJ 08625.

\_\_\_\_\_ being duly sworn, according to law, deposes and says that he is a duly authorized representative of the Contractor, \_\_\_\_\_. 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 Contractor is in compliance with the requirements therein. I hereby agree that the Contractor 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. I certify that the above information is correct to the best of my knowledge.

SIGNATURE \_\_\_\_\_ NAME \_\_\_\_\_  
DATE \_\_\_\_\_ TITLE \_\_\_\_\_

**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. A Sample 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 P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the

disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

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



**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)



## SCOPE OF WORK:

### 1. MANNER OF SERVICES:

The Bidder shall provide snow and ice removal services on the properties and in the areas listed in Section 5 of this Specification after each snowfall and icfall, unless directed by the Board's Buildings and Grounds Supervisor that such services are not necessary for a particular snowfall or icfall. Such services shall be provided in the manner specified in this Specification and in a manner that is consistent with industry standards and necessary to ensure the safety of motorists and pedestrians on the Board's properties. At a minimum, such services shall include:

- A. The plowing, shoveling, and/or blowing of all snow and ice; and
- B. Clearing all sidewalks and pathways on site map; and
- C. The application of rock salt and calcium chloride to remove snow and ice and to suppress the formation of ice (on as needed basis)

The Bidder shall determine when plowing, shoveling, blowing, and salting (including the application of calcium chloride) have obtained the optimum level of safety. However, the Board's Building and Grounds Supervisor may direct the Bidder to perform additional services when, in his/her judgment, the optimum level of safety has not been obtained.

### 2. PREPAREDNESS AND PROMPTNESS OF SERVICES

The Bidder shall stay informed as to pending weather forecasts and shall make every effort to be prepared for inclement weather. The Bidder shall contact the Board's Buildings and Grounds Supervisor no later than 4:30 a.m. for updates on weather forecasts on days inclement weather is predicted for information as to school delays and/or closings. The Bidder shall commence snow and ice removal services and shall dedicate sufficient manpower and equipment as necessary to ensure the opening of school as soon as practicable. The Bidder shall be available through a cellular telephone, the telephone number to which shall be provided to the Board's Buildings and Grounds Supervisor. The Bidder shall make every effort to respond to a call or page within thirty (30) minutes.

### 3. PROVISION OF LABOR, EQUIPMENT, AND MATERIALS:

- A. The Bidder shall supply all labor, equipment, and materials necessary to perform the snow and ice removal services specified in this document.
- B. The Bidder shall represent that it has sufficient labor, equipment, and materials necessary to provide the snow and ice removal services specified in this document and agrees to commit same for that purpose during the term of the Agreement.
- C. The Board must approve the type of rock salt and calcium chloride to be utilized by the Bidder prior to its application.

- D. The Bidder shall ensure that all vehicles used to provide the snow and ice removal services specified in this document are properly licensed and approved for such operation in the State of New Jersey. The Bidder shall also ensure that all vehicles are equipped with all necessary signs, warning devices, and other required equipment as may be mandated by State law.

4. SUPERVISION AND LIAISON:

The Bidder shall provide adequate supervision on site at all times that services are being provided pursuant to this Agreement. Supervisors shall provide status updates to the Board's Buildings and Grounds Supervisor when requested.

5. PROPERTIES AND AREAS TO BE SERVICED:

A. Properties to be Serviced:

The Bidder shall provide the snow and ice removal services specified in this document on the following Board properties:

- (1) Hillside Elementary School – 340 Homans Avenue
- (2) Tenakill Middle School – 275 High Street

B. Roadways and Parking Lots:

All roadways and parking lots on the properties listed in Section 5(A) shall be cleared of snow and ice. In addition, care must be exercised to insure that curbs, stanchions, and pylons are not damaged. Pylons affixed to the ground shall not be removed. However, snow and ice between affixed pylons shall be removed. Portable stanchions may be moved provided that they are returned to their exact locations immediately after the roadway is cleared. Drop-off and pick-up areas shall be sufficiently cleared to allow children to be dropped off and picked up. Storm drains must be kept clear of snow and ice to insure free drainage. Areas surrounding garbage dumpsters and fire hydrants must be cleared to provide access. Rock salt shall be applied as needed.

C. Sidewalks and Pathways:

All sidewalks and pathways on the properties listed in Section 5(A), shall be hand shoveled and cleared of snow and ice. Sufficient area near the curb shall be cleared to allow children to be dropped off and picked up. Calcium chloride shall be applied as needed.

D. Stairs and Ramps:

All stairs and ramps on the properties listed in Section 5(A) shall be cleared of snow and ice. Handrails must also be clear of snow and ice. Calcium chloride shall be applied as needed.

E. Playgrounds:

Playgrounds shall not be used as a dumping area for snow.

F. Site Map:

A site map identifying all roadways, parking lots, sidewalks, pathways, steps, ramps, and playgrounds to be hand shoveled and cleared of snow and ice is attached hereto and incorporated herein by reference.

6. ADDITIONAL RESPONSIBILITIES OF BIDDER:

A. Care of Premises and Persons:

In providing the services specified in this document, the Bidder shall exercise due care to ensure:

- (1) the safety of motorists and persons on the Board's properties;
- (2) protect the Board's properties from damage;
- (3) that the normal operation of the Board's school programs are in no way disrupted;
- (4) that snow is removed and piled in such a manner so as not to obstruct the exits or areas necessary to assemble for fire drills or emergency exits; and
- (5) that snow is removed and piled in such a manner so as not to obstruct the entrance or egress of any of the Board's properties.

B. Permits:

The Bidder shall represent and warrant that it has secured and is operating with all necessary permits and authority to carry on the business of snow removal.

7. TERM AND TERMINATION

The contract period shall be for an initial term of three (3) years for the period beginning **November 1, 2023 and ending October 31, 2026**. The Board may exercise its option to renew the Agreement for up to two (2) one-year extensions or one (1) two-year extension, in accordance with the provisions of N.J.S.A. 18A:18A-42. The terms and conditions of the extension shall remain substantially the same as in the original contract, the contract shall be awarded by resolution of the Board upon its finding that the services are being performed in an effective and efficient manner, and that the price change, if any, not exceed the change in the index rate as defined by N.J.S.A. 18A:18A-2(bb). Information on the current index rate, as well as the index rate for the last four (4) quarters is available, as of the date of this Agreement, at the following website:

[http://www.state.nj.us/dca/lgs/lpcl/contractlawinfo/cur\\_index\\_rate.shtml](http://www.state.nj.us/dca/lgs/lpcl/contractlawinfo/cur_index_rate.shtml)

The Board of Education may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

8. EMPLOYEE DECORUM

All vendor representatives will exercise appropriate decorum and be required to wear appropriate dress such as a uniform or acceptable work clothes at all times on public grounds.

9. FAILURE OF PERFORMANCE

In the event any of the services provided by the vendor shall be deemed unsatisfactory by the Business Administrator, the vendor shall be issued a written warning. The failure of the vendor to cure its performance deficiencies after two (2) written warnings will result in the assessment of a fine in the amount of \$250.00 per day, per occurrence. This is in addition to any and all other remedies available to the Board.

10. SEVERANCE

If two or more fines are assessed to a vendor for failure to perform, the Board reserves the right to terminate employment. The Vendor will be given a two (2) week notification of the Board's intention to sever the contractual commitment.

11. EQUIPMENT AND MATERIAL

All equipment and material needed to perform this contract is to be provided by the successful bidder.

## EXHIBIT A

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

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,



universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

**The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:**

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

**The failure to submit such appropriate evidence will result in rescission of the contract.**