

**GLOUCESTER CITY BOARD OF EDUCATION
GLOUCESTER CITY, NEW JERSEY**

July 26, 2017

**TO: COURIER POST ACCT#073712
GLOUCESTER CITY NEWS**

FROM: MARGARET MCDONNELL

RE: PEST CONTROL RE- BID

**PLEASE POST THE FOLLOWING IN THURSDAY'S ISSUE – JULY 27, 2017
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received by Margaret M. McDonnell, Business Administrator, for the Gloucester City Board of Education, County of Camden, State of New Jersey on TUESDAY, AUGUST 15, 2017 at 10:00 am at the Gloucester City Board of Education, 1300 Market Street, Gloucester City, NJ 08030 at which time and place bids will be opened for:

PEST CONTROL- Re- Bid

All Bids must be submitted on a bid form which will be furnished upon application at the Office of the GLOUCESTER CITY Board of Education. Bids which are not submitted on such form may be rejected.

Bidders are required to comply with the requirements of PL 1975, c.127 (N.J.A.C. 17:27 et seq.). AFFIRMATIVE ACTION.

The Board of Education reserves the right to reject any or all bids.

By order of the GLOUCESTER CITY Board of Education.

Margaret M. McDonnell
Business Administrator

GLOUCESTER CITY BOARD OF EDUCATION
520 CUMBERLAND STREET
GLOUCESTER CITY, NEW JERSEY 08030

July 24, 2017

Thank you for your interest in bidding on our PEST CONTROL as outlined in the recent newspaper advertisement.

In accordance with New Jersey State Law N.J.S.A. 18A:18A-3, **THIS IS A FORMAL BID. Proposals are due in the Board Office by 10:00 am on TUESDAY, AUGUST 15, 2017 at the Gloucester City High School, 1300 Market Street, Gloucester City, NJ 08030.**

There will be several guidelines that you must follow to be considered when submitting your bid and those instructions can be found under the instructions to bidders.

PEST CONTROL FOR THREE YEAR CONTRACT

Vendor Information (Please print or type):

Company: _____

Name of
Submitter: _____

Address: _____

Phone: _____

Fax: _____

E-Mail: _____

All Bids will be opened publicly at the Gloucester City Board of Education Office of the
Business Administrator

INSTRUCTIONS TO BIDDER AND REQUIREMENTS

I SUBMISSION OF BIDS

- A. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- B. Your bid Proposal must be in an envelope clearly marked “ **PEST CONTROL” with Bid # 081517A**” and addressed to the Gloucester City Board of Education.
- C. It is the bidder’s responsibility to see that bids are presented to the Gloucester City Board of Education on the hour and at the place designated. Bids may be hand delivered or mailed. Bids may not be faxed or emailed. Bids received after the designated time and date will be returned unopened.
- D. Once bids have been opened, they must remain firm for a period of a **three-year contract.**
- E. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in

the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Gloucester City Board of Education. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid. The only notations on the bid tabulation sheet shall be the pricing for each and total pricing columns. All other written or typed information will be ignored that is not part of the original bid specification and or addendums supplied with approved equals.

- F. Each bid proposal form must give the full business address of the bidder and be signed by an unauthorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

- G. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the Gloucester City Board of Education. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

- H. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

BID SECURITY

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

A. X BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Gloucester City Board of Education. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Gloucester City Board of Education. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit this shall be cause for rejection of the bid.

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Gloucester City Board of Education. The bidder accepts the obligation to become familiar with these specifications.

- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. In the event, the bidder fails to notify the Gloucester City Board of Education of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Gloucester City Board of Education's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) working days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Gloucester City Board of Education's interpretations or corrections thereof shall be final.

D. Discrepancies of Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Gloucester City Board of Education of the extended totals shall govern.

IV. PREPARATION OF BIDS

A. The Gloucester City Board of Education is exempt from any local, state or federal sales, use of excise tax.

B. Estimated Quantities (Open-End Contracts)

C. The Gloucester City Board of Education has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than submitted for bidding.

The right is reserved to decrease or increase the quantities specified in the

specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

- D. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement.

V STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127).

Procurement, Professional and Service Contracts

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or

A photocopy of an approved Certificate of Employee Information Report, or

If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the OWNER harmless.

C. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

D. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service (CAS) number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) hazardous substance fact sheet must be furnished.

E. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

F. Business Registration Certificate

G. Political contribution Disclosure Statement - Pay to Play

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Law Enforcement Commission at 1-888-313-3532 or at www.elec.nj.us.

H. Force Majeure

Neither party shall be liable in damage for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, included, but not limited to, Acts of God, flood, fire, war, or the public enemy, explosion, government regulations whether or not valid including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and / or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

VI METHODS OF AWARD

- A. The Gloucester City Board of Education may award the work on the basis of the Base Bid, combined with such Alternates as selected, until a net amount is reached which is within the funds available.

- B. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.

- C. The Gloucester City Board of Education may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.

- D. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the Gloucester City Board of Education.

VII REJECTION OF BIDS

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

B. Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered. Additionally, more than one bid per item will not be considered. More than one bid per item will reject that line item from the bid.

C. Unbalanced Bids

Bids, which are obviously unbalanced, may be rejected.

D. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the Gloucester City Board of Education in an unacceptable manner, may be rejected.

VIII TERMINATION OF CONTRACT

- A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this bid or if the supplier shall violate any of the requirements of this bid, the Gloucester City Board of Education shall thereupon have the right to give a thirty (30) day notice to render satisfactory service. If, at the expiration of such thirty (30) days notice, the unsatisfactory conditions have not been corrected, the Gloucester City Board of Education has the right to terminate the contract with the supplier and specifying the effective date of termination. Such termination shall relieve the Gloucester City Board of Education of any obligation for balances to the contractor of any sum or sums set forth in the contract.

- B. Notwithstanding the above, the supplier shall not be relieved of liability to the Gloucester City Board of Education for damages sustained by the Gloucester City Board of Education by virtue of any breach of the contract by the supplier and the Gloucester City Board of Education may withhold any payments to the supplier for the purpose of compensation until such time as the exact amount of the damage due the Gloucester City Board of Education from the supplier is determined.

In case of default by the successful bidder, the Gloucester City Board of Education may procure the articles from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

IX MATERIAL DELIVERY GUIDELINES

- A. Deliveries can only be made only after 7:00 A.M. and before 2:00 P.M. Monday through Friday. **PLEASE CALL PRIOR TO DELIVERY 856-456-7000 X 2160.**

X VENDOR QUALIFICATIONS

- A. All of the vendor's service personnel must be fully trained in the principles of IPM.
- B. The vendor must provide five references where it is currently implementing an IPM program.
- C. The Vendor's IPM service personnel must be state certified in the appropriate category (i.e., not working under a certified applicators license). Vendor must submit list of employees with their license and certification numbers and annual training programs.
- D. Vendor must have an established state accredited training program for continuing education of all service personnel.
- E. Vendor must be an active member of the National Pest Control Association and the State Pest Control Association.
- F. Vendor must have an established safety program to include on site/in service training for school employees on Right to Know.

- G. Vendor must have a degree entomologist who is employed (not a consultant) by the IPM company, and who has at least two years experience in the structural pest control field.
- H. Vendor must have a company wide substance abuse policy in effect.
- I. Vendor must provide proof of appropriate insurance coverage with proposal, and must provide copy of certificate of insurance. Minimum acceptable levels of insurance are: \$6,000,000.00 general liability; \$1,000,000.00 auto liability; \$3,000,000.00 employers' liability.
- J. Vendor must be a full service pest control company able to perform all structural pest control services without subcontracting work. Lawn or ornamental services are not included in this.
- K. Vendor must have an in-service training program to educate school staff, students, interested parents and invited public about the program and the principles of IPM and other pertinent topics.
- L. Vendor must provide a 24 hour emergency response program at no additional fee. Should a pest problem covered in the service agreement become a problem, the company must be capable of responding with 24 hours of the school's request.
- M. All vendor's service personnel must be in uniform with company identification permanently displays on uniform. Personal ID cards with picture must be worn attached to the pocket of the uniform.

- N. Vendor must provide a detailed, written technical summary of Integrated Pest management with their philosophy and strategies, and follow up procedures for ongoing pest problems. Vendor must provide, in writing, details of their IPM approach and procedures to solving pest problems such as: cockroaches, ants, rodents, fleas, spiders, termites, head lice, silverfish and stinging insects. Occasional invaders such as ground beetles, millipedes, sowbugs, etc. must be included.
- O. Vendor must have full time management supervisory personnel who are trained in all aspects of pest control procedures.
- P. All pesticides used must be registered by the Environmental Protection Agency and must be applied in strict adherence with label directions. Company must follow all Federal, State, and Local laws regarding use, posting, notification, storage (off site), and disposal.
- Q. Vendor must have a written Emergency Response Manual with specific instructions regarding spills, accidents, etc.
- R. Vendor must be willing to commit in writing to a minimum of a 3 year working agreement with guaranteed pricing over this period.
- S. Vendor must submit all pricing regarding cost of services, materials equipment and labor. No hidden costs.
- T. Vendor must provide guaranteed coverage and treatment for the following pests: all species of cockroaches, ants, fleas, spiders, mice rats, squirrels, silverfish, millipedes, centipedes, ground beetles, clover mites, crickets, and stinging insect=s nests.

- U. Vendor must provide a verifiable vitae for all key employees experience in the pest control industry.
- V. Vendor must provide a listed invoice for any district school account with multiple locations. Each account location must be identified on a master invoice with corresponding monthly service fees shown separately, property by property.
- W. Vendor must provide, at the completion of each service, a documented service report. Vendor must describe, in detail, what information the report will contain.
- X. Vendor must set specific days and times in writing each month for all scheduled visits.
- Y. Vendor must commit in writing and in detail minimum service visits to include areas such as kitchens, home economics room, locker rooms, and teacher lounges.
- Z. Service vehicles must be clearly identified with company name and any applicable state license numbers clearly displayed on vehicle.

XI SERVICE GUIDELINES

- A. Vendor must provide, in writing, the specifics of when and how pesticides will be applied, including the decision process used in selecting the method for pest control.
- B. Vendor must submit its procedure for application of any pesticide that has an odor or leaves a residual deposit.

- C. An IPM coordinator will be appointed by the school administration for each school facility. The vendor must provide detailed procedures for approval of treatment recommendations.
- D. Vendor must supply a Log Book at each school that includes service schedules, service reports, labels, health, and safety information for each pesticide used, as well as emergency numbers for company personnel. The Log Book location will be the Administrative office.
- E. Vendor must establish an APPROVED MATERIALS LIST. This list will be tailored to fit the needs of the school. The materials on the list will be made up from products from the following chemical families: botanicals, biologicals, inorganics, synthetic pyrethroids, insect growth regulators, and pheromones. Other materials may include rodenticides, glueboards, mechanical traps, caulk, copper mesh, concrete, fly grids, fly sticky paper, insect baits and monitor, and snap traps. This list will be broken down into two categories: materials approved for immediate use and those that need prior approval from the schools' IPM Coordinator.
- F. Vendor must provide, in writing, the scope of its routine services including inspections, exclusion practices, habitat modification, monitoring, insect bait placements, pest population removal and reporting.
- G. Vendor must provide, in writing, what means it will take should a pest problem continue to occur and what specific guarantees it can provide to the school system as to keeping costs at a minimum. Specifics on corporate support staff shall include Quality Control Personnel and Corporate Technical support.

PEST CONTROL

ALL INTERIOR AREAS WILL BE SERVICED FOR THE GLOUCESTER CITY SCHOOL SYSTEM:

1. Food Areas
2. Offices
3. Storage / Utility
4. Public Areas
5. Rest Rooms
6. Classrooms as Requested.

SCHOOL SERVICED:

1. Gloucester City Middle School
2. Gloucester City High School
3. Cold Springs School

DATES OF SERVICE:

1. September 1, 2017 Through August 31, 2020

TIMES OF SERVICE:

1. Service is not to be performed while school is in session and personnel present.

FREQUENCY OF SERVICE

1. All cafeterias are weekly - total of 4 cafeterias
2. Schools are semi-monthly - total of 3 schools

APPROVED MATERIALS LIST

1. Non-organo phosphate chemicals should be used.
2. The materials used in pest control work shall conform to Federal, State, and local ordinances, laws, and shall be acceptable to you.
3. Rodenticides shall be used with reasonable precaution to avoid accidents to humans, domestic animals, and pets.
4. Reasonable care should be exercised in the use of liquid insecticides in areas having asphaltic, mastic, or linoleum floor surface.
5. All pest control work shall be performed in a safe manner and in accordance with the most modern and effective scientific pest control procedures.

SPECIFICATIONS FOR THE IPM* PROGRAM

Environmental Protection Agency Definition of IPM

*Integrated Pest Management - The definition of IPM by the Environmental Protection Agency is:

Coordinated use of pest and environmental information with available pest control methods to prevent unacceptable levels of pest damage by the most economical means, and with the least possible hazard to people, property, and environment. The goal of the IPM approach is to manage pests and the environment so as to balance costs, benefits, public health, and environmental quality.

OBJECTIVE OF IPM

To reduce direct human exposure to pesticides when other methods such as mechanical, physical, cultural, biological, or the least environmentally active pesticide means area available. IMP involves communication, identification of the pest, and a decision process that incorporates a sound approach to the eradication of the pest. IPM replaces the random and routine application of pesticides in the school environment.

IPM CHECKLIST SUMMARIZATION

Vendor Qualifications Checklist

SCHOOL DISTRICT: GLOUCESTER CITY

VENDORNAME: _____

MEETS IPM REQUIREMENTS (YES)

DOES NOT MEET REQUIREMENTS (NO)

1.	Service personnel IPM trained	Yes	No
2.	5 IPM references provided	Yes	No
3.	Service personnel state certified	Yes	No
4.	State accredited training program	Yes	No
5.	Member National Pest Control Association	Yes	No
6.	Member State Pest Control Association	Yes	No
7.	Safety/Right to Know Program	Yes	No
8.	Degreed Entomologist(s) on company staff	Yes	No
9.	Company-wide substance abuse program	Yes	No
10.	Fully insured and certificate of insurance	Yes	No
11.	Full service company- No subcontractors	Yes	No
12.	In service IPM training program	Yes	No
13.	24-hour emergency response procedure	Yes	No
14.	Uniformed personnel with ID picture ID's	Yes	No
15.	Detailed written IPM program	Yes	No
16.	Full time management/supervisory personnel	Yes	No
17.	Approved pesticide/materials list	Yes	No

18.	Written emergency Response manual	Yes	No
19.	3 year agreement with guaranteed pricing	Yes	No
20.	Pricing detailed - no hidden extras for equipment	Yes	No
21.	Guaranteed coverage of pests	Yes	No
22.	Written inspection provided before bid	Yes	No
23.	Employee experience description	Yes	No
24.	Listed invoices for all locations	Yes	No
25.	Sample of service documentation provided	Yes	No
26.	Service times provided in writing	Yes	No
27.	Minimum service visits in writing/detailed	Yes	No
28.	Service vehicles clearly identifiable	Yes	No

BID PROPOSAL FORM

PEST CONTROL

We the undersigned propose to furnish and deliver the above item/service pursuant to the bid specification and made part hereof:

	Cafeteria Weekly	Semi Monthly
Gloucester City High School	\$ _____	\$ _____
Gloucester City Middle School	\$ _____	\$ _____
Cold Springs School	\$ _____	\$ _____
Cold Springs School Annex	\$ _____	

Company Name

Federal I.D. # or Social Security #

Address

City, State, Zip

Signature of Authorized Agent

Type or print name

Telephone #

Date

Fax #

E-Mail address

Cell phone #

ADD ALTERNATE BID PROPOSAL FORM

PEST CONTROL

We the undersigned propose to furnish and deliver the above item/service pursuant to the bid specification and made part hereof:

Semi Monthly

Highland Park School

\$ _____

Company Name

Federal I.D. # or Social Security #

Address

City, State, Zip

Signature of Authorized Agent

Type or print name

Telephone #

Date

Fax #

E-Mail address

Cell phone #

ADD ALTERNATE BID PROPOSAL FORM

PEST CONTROL

We the undersigned propose to furnish and deliver the above item/service pursuant to the bid specification and made part hereof:

Semi Monthly

Mary Ethel Costello School

\$ _____

Company Name

Federal I.D. # or Social Security #

Address

City, State, Zip

Signature of Authorized Agent

Type or print name

Telephone #

Date

Fax #

E-Mail address

Cell phone #

CONSENT OF SURETY

A performance bond will be required from the successful bidder on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

TO: _____
(OWNER)

RE: _____
(CONTRACTOR)

(PROJECT DESCRIPTION)

This is to certify that the _____
(SURETY COMPANY)

will provide to _____ a performance bond in the full
(CONTRACTOR)

amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(Authorized Agent of Surety Company)

CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY SUBMITTING THE BID.

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
P.O. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR
2. A photocopy of approved Certificate of Employee Information Report.

OR
3. An Affirmative Action Employee Information Report (Form AA302).

OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE
AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.

The following questions must be answered by all bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

YES _____ NO ____
If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?
YES _____ NO _____
If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ SIGNATURE: _____
TITLE: _____

Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of P.L.1975, c.127, within the time frame.

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, general 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 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, general identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2** or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **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, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, general 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, general 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Signature

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damage against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

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

Signature

STOCKHOLDER DISCLOSURE CERTIFICATION

____I certify that the list below contains the names and home addresses of all Stockholders holding 10% or more of the issued and outstanding stock of the Undersigned.

____I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

____Partnership ____Corporation ____Sole- Proprietorship

PLEASE CHECK APPROPRIATE INFORMATION AND SIGN BELOW

Stockholders:

Name: _____ Name: _____
Home Address: _____ Home Address: _____

Name: _____ Name: _____
Home Address: _____ Home Address: _____

Name: _____ Name: _____
Home Address: _____ Home Address: _____

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION.

(Affiant)

Subscribed and sworn before me
This ___ day of _____, 19__

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

SS:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full age, being
duly sworn according to law on my oath deposes and says that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid proposal entitled
_____, and that I executed the said proposal with full authority
(title of bid proposal)

to do so that said 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; and that all statements contained in said proposal and
in this affidavit are true and correct, and made with full knowledge that the

_____ relies upon the truth of the statements
(name of contracting unit)

contained in said Proposal and in the statements contained in this affidavit in awarding the
contract for the said project.

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

Subscribed and sworn to

Before me this day _____ 20 _____

(type or print name of affiant under signature)

Notary public of

My Commission expires _____ 20 _____

POLITICAL CONTRIBUTION DISCLOSURE

Chapter 271 of the Laws of New Jersey 2005 requires certain disclosures from all businesses and persons receiving contracts outside the formal open bidding process when the amount of the contract is over \$17,500.00. The vendor of such non-bid contracts must submit a "Political Contribution Disclosure" stating:

- 1) All political contributions of \$300.00 or more
- 2) All political contributions made during the 12 months preceding the award of the contract
 - a) to any state, county, or municipal committee of a political party, or
 - b) to any legislative leadership committee, or
 - c) to any continuing political committee (PAC), or
 - d) to any committee of a candidate or holder an elective office of
the Gloucester City Public School District
or the City of Gloucester City
or the County of Camden
or the New Jersey Legislature, Senate and Assembly from the City of Gloucester City

The Disclosure applies to contributions made by:

- i) an individual who is the vendor and/or his/her spouse
- ii) all principals, partners, officers and directors of a business entity and/or their spouses;
- iii) any subsidiaries controlled, directly or indirectly, by the business entity; and
- iv) IRS Code Section 527 New Jersey based organizations controlled, directly or indirectly, by the business entity and filing as continuing political committees (PACs)

The attached DISCLOSURE OF POLITICAL CONTRIBUTIONS form must be signed and returned as part of the proposal, along with a completed C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM for the entity submitting the proposal.

POLITICAL CONTRIBUTION DISCLOSURE

The undersigned, being authorized and knowledgeable of the circumstances, hereby certifies, as required by Chapter 271 of the Laws of New Jersey 2005 that:

_____ I and/or my spouse (or the business entity's principals, partners, officers, directors and/or their spouses) have not made any contribution of \$300.00 or more during the preceding 12 month period to any political party committee, legislative leadership committee, PAC or to any candidate committee representing any of the elected official of the Gloucester City Public School District, the City of Gloucester City, the County of Camden , or the Senate and Assembly from the City of Gloucester City.

_____ I and/or my spouse (or the business entity's principals, partners, officers, directors and/or their spouses) **have made** the political contributions noted on the attached C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM.

The business entity is the following type:

- | | |
|-------------------------------------|---------------------------|
| _____ Partnership | _____ Corporation |
| _____ Limited Partnership | _____ Sole Proprietorship |
| _____ Limited Liability Partnership | |
| _____ Limited Liability Corporation | |

ATTESTATION: I am aware that if I have misrepresented this certification in whole or part, I and/or the business entity will be liable for any penalty imposed under law.

Name of Business Entity: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

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)

STATE OF NEW JERSEY-- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number:

Bidder/Offeror:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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 Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <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 a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

_____ 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 N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("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 Department's 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 below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly swam 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 State of New Jersey 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 State to notify the State 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 state, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

GLOUCESTER CITY BOARD OF EDUCATION

BID DOCUMENT CHECKLIST

Required By OWNER		Read, Signed & Submitted
x	Stockholder Disclosure Certification	—
x	Non-Collusion Affidavit	—
x	Bid Proposal Form	—
x	Bid Guarantee\Consent of Surety (with Power of Attorney for full amount of Bid Bond)	—
x	Acknowledgment of receipt of Addenda	—
x	Business Registration Certificate	—
x	Mandatory Affirmative Action Language	—
x	Americans with Disabilities Act of 1990 Language	—
x	Political Contribution Disclosure Statement	—
x	Iran disclosure	—
x	References	—

This form is asked to be submitted. It is provided for bidder's use in assuring compliance with all required documentation.