

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

September 28 2016

TO: COURIER POST ACCT#073712
FROM: MARGARET MCDONNELL
RE: WASTE MANAGEMENT SERVICES BID

PLEASE POST THE FOLLOWING IN MONDAY'S ISSUE--OCTOBER 3, 2016

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, OCTOBER 18, 2016 at 10:00 am at the Gloucester City Board of Education, 520 Cumberland Street, Gloucester City, NJ 08030 at which time and place bids will be opened and read in public for:

WASTE MANAGEMENT SERVICES

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**

October 3, 2016

Thank you for your interest in bidding on our Waste Management Services 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, OCTOBER 18, 2016 at the Mary Ethel Costello School, 520 Cumberland 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.

WASTE MANAGEMENT SERVICES

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 "WASTE MANAGEMENT SERVICES" with "Bid # 100316" 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 the remainder of the school year 2016-2017, school year 2017-2018, and school year 2018-2019.
- 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. Prices shall net, including any charges for packing, crating, containers, and shipping. 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. As specified, placement may require inside deliveries. 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.

II 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 OWNER. 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).

1 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:

- I A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- II. A photocopy of an approved Certificate of Employee Information Report, or
- III. 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. Iran Disclosure form

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.

E. The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Gloucester City Board of Education. The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities and to take such alternates that the Board feels are in the best interests of the Board.

F. The Gloucester City Board of Education may, at its discretion, request that a contract for services be renewed in the full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

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 terminate the bid with the supplier by giving written notice to the contractor of such termination 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 OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the supplier and the OWNER may withhold any payments to the supplier for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the supplier is determined.

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

IX GENERAL INFORMATION

A. Term of contract – December 1, 2016 through June 30, 2019

B. 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.

SPECIFICATIONS FOR WASTE MANAGEMENT

The following specifications must be met and put in writing, signed and dated by your organization.

SCHOOLS TO BE SERVICED

Gloucester City Jr. Sr. High School
1300 Market Street
Gloucester City, NJ 08030

Cold Springs School
1194 Market Street
Gloucester City, NJ 08030

New Middle School- ADD AS ALTERNATE FOR EITHER JANUARY OR MAY 2017
Market Street
Gloucester City, NJ 08030

SIZE AND LOCATION OF CONTAINERS:

Two (2) - eight (8) cubic yard container placed adjacent to the cafeteria loading dock at the Gloucester City High School.

Two (2) - eight (8) cubic yard container placed adjacent to the cafeteria loading dock at the Cold Spring School.

SPECIFIC SERVICE REQUIRED:

Gloucester City High School - Five (5) days per week pick up December 1, 2016 through June 30, 2019 with on-call provision during this period.

Cold Springs School - Five (5) days per week pick up December 1, 2016 through June 30, 2019.

5- day school year 12/1/16-6/30/17
 7/1/17-6/30/18
 7/1/18-6/30/19

4- days summer 12/1/16-6/30/17
 7/1/17-6/30/18
 7/1/18-6/30/19

BID PROPOSAL FORM

WASTE MANAGEMENT SERVICES

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

3 YEAR CONTRACT - Starting December 1, 2016 through June 30, 2019

Gloucester City Jr. Sr. High School

2 - 8 cubic yard container

5- day school year pick up	12/1/16-6/30/17	\$ _____
	7/1/17-6/30/18	\$ _____
	7/1/18-6/30/19	\$ _____

4 -days summer pick up	12/1/16-6/30/17	\$ _____
	7/1/17-6/30/18	\$ _____
	7/1/18-6/30/19	\$ _____

Cold Springs School

2 - 8 cubic yard container

5 days per week pick- up	12/1/16-6/30/17	\$ _____
	7/1/17-6/30/18	\$ _____
	7/1/18-6/30/19	\$ _____

4- days summer pick up	12/1/16-6/30/17	\$ _____
	7/1/17-6/30/18	\$ _____
	7/1/18-6/30/19	\$ _____

New Middle School- ADD AS ALTERNATE: EITHER JANUARY OR MAY 2017 TO OPEN

2 - 8 cubic yard container

5 days per week pick up	12/1/16-6/30/17	\$ _____
	7/1/17-6/30/18	\$ _____
	7/1/18-6/30/19	\$ _____

4- days summer pick up	12/1/16-6/30/17	\$ _____
	7/1/17-6/30/18	\$ _____
	7/1/18-6/30/19	\$ _____

ADDITIONAL ON CALL PICK UPS \$ _____

(Corporation)
the undersigned is a (Partnership) under the laws of the State of _____ having
(Individual)
its principal office at _____.

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 #
omit for school calendar

Beeper #

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.

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

The contractor or subcontractor, where applicable will, 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, 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 workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable 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, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, 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

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

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.

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 , 20

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

Full Name (Print): _____

Signature _____

Title: _____

Date: _____

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	References	_____
X	Bid Guarantee\Consent of Surety (with Power of Attorney for full amount of Bid Bond)	_____
X	Acknowledgment of receipt of Addenda (if warranted)	_____
X	Business Registration, State Requirements	_____
X	Mandatory Affirmative Action Language	_____
X	Americans with Disabilities Act of 1990 Language	_____
X	Political Contribution Disclosure Statement	_____
X	Iran Disclosure Statement	_____

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