

MONTGOMERY TOWNSHIP BOARD OF EDUCATION

1014 ROUTE 601

SKILLMAN, NEW JERSEY 08558

SEALED BID

**B22-10, Fire Code Compliant Means of Egress Replacement/Installation for
the Montgomery Township Board of Education**

MONTGOMERY TOWNSHIP BOARD OF EDUCATION NOTICE TO BIDDERS

The Montgomery Township Board of Education will accept sealed bids on **Friday, May 13, 2022, at 9:00 a.m.**, and will be publicly opened and read thereafter in the office of the School Business Administrator/Board Secretary, Administration Building, 1014 Route 601, Skillman, NJ 08558, for the following:

B22-10, Fire Code Compliant Means of Egress Replacement/Installation

The bid package may be examined at the office of the School Business Administrator/Board Secretary as stated above and each bidder, thereof, may obtain one copy. Requests may be made to (609) 466-7601 x7009 or the District website homepage, <https://www.mtsd.k12.nj.us>, click on “Departments; Business Office; Bids”.

Bids must be submitted on the standard proposal form in the manner designated therein and required by the specifications. Bids must be enclosed in sealed envelopes bearing the name of the bidder on the outside, **clearly marked with the bid description and bid number**, and addressed to:

Mrs. Alicia Schauer,
School Business Administrator/Board Secretary of the Montgomery Township Board of Education
1014 Route 601
Skillman, NJ 08558

Sealed bids must be delivered to the Administration Building on or before the time and date stated above. The Montgomery Township Board of Education assumes no responsibility for bids mailed incorrectly or misdirected in delivery.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening thereof.

Bidders are required to comply with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. If applicable the bidders are required to comply with the Prevailing Wage Law as required under Chapter 150 of the laws of 1963, State of New Jersey.

Bidding shall be conformance with the applicable requirements of N.J.S.A. 18A:18A-1 et seq., pertaining to the “Public School Contracts Law”.

Alicia Schauer
School Business Administrator/Board Secretary
April 27, 2022

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466-7601
FAX: (609) 466-0944

**B22-10, Fire Code Compliant Means of Egress Replacement/Installation for the
Montgomery Township Board of Education**

Instructions to Bidder

General

The intent of this specification is to establish minimum requirements upon which solicitation of bids will be accepted for a service contract for fire code compliant means of egress replacement, installation and repair as needed in various locations of the Montgomery Township Board of Education.

The Montgomery Township Board of Education will accept sealed bids until **9:00 a.m. on Friday, May 13, 2022**, in the office of the School Business Administrator/Board Secretary, Administration Building, 1014 Route 601, Skillman, New Jersey, 08558.

Bids must be submitted on the standard proposal form in the manner designated therein and required by the specifications. Bids must be enclosed in sealed envelopes bearing the name of the bidder on the outside, **clearly marked with the bid description and bid number**, and addressed to:

Mrs. Alicia Schauer,
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Sealed bids must be delivered to the Administration Building on or before the time and date stated above. The Montgomery Township Board of Education assumes no responsibility for bids mailed incorrectly or misdirected in delivery.

The contractor is required to complete all spaces called for on the proposal form. Omission of any information will result in the contractor's proposal being considered as non-responsive.

At the time of the opening of the bids, each contractor will be presumed to have examined and to be thoroughly familiar with the specifications (including all Addenda). The failure of or omission of any contractor to receive or examine the instruction documents or specifications, the work to be performed and materials to be furnished shall in no way relieve such contractor from obligation in respect to the bid. No consideration will be given for any misunderstanding as to the work, cost, and materials required, it being mutually understood that the tender of the bid carries with it agreement to this and other obligations set forth in the specifications and requirements.

Bid prices are firm and cover the period as designated on the Proposal Form. The contract will be awarded to the responsible contractor submitting the lowest proposal complying with the conditions of the specifications, provided their bid is reasonable and it is to the interest of the Board of Education to accept it. The contractor to whom the award is made will be notified at the earliest practical date.

The Board of Education reserves the right to reject bids pursuant to N.J.S.A. 18A:18A-22. Contractors are required to comply with the requirements of the Public Schools Contracts Law, N.J.S.A. 18A:18A-1, et seq., P.L. 1975, C. 127 (N.J.A.C. 17.27).

Interpretation and Addenda

Clarifications, request for interpretation or questions will be accepted no later than ten (10) days, Saturday, Sundays, or holidays excepted, prior to the date for the acceptance of bids and shall be forwarded to Alicia Schauer, School Business Administrator/Board Secretary, Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey, 08558. Any and all such clarifications, interpretations, answers to questions and any supplemental instructions will be sent in the form of written addenda to the specifications to any person who submitted a bid or who has received a bid package in one of the following ways (a) in writing by certified mail, (b) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or (c) by a delivery service that provides certification of delivery to the sender.

Notice of all addendums shall be published no later than seven (7) days, Saturday, Sundays and holidays excepted, prior to the date for acceptance of bids, in an official newspaper of the Montgomery Township Board of Education and be provided to any person who submitted a bid or who has received a bid package will be forwarded to the prospective contractors in one of the following ways (a) in writing by certified mail, (b) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or (c) by a delivery service that provides certification of delivery to the sender (N.J.S.A. 18A: 18A-21 c. 1).

Failure of any contractor to whom addenda is sent fails to receive such addenda shall not relieve any contractor from any obligation under his bid submitted; all addenda so issued shall become part of the contract document. Failure of the Montgomery Township Board of Education to obtain a receipt when good faith notice is sent or delivered to the address or telephone facsimile number on file shall not be considered failure by the Board of Education to provide notice.

Challenges

Any prospective contractor who wishes to challenge a bid specification shall file such challenges in writing with Alicia Schauer, School Business Administrator/Board Secretary, Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey, 08558, no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and have no impact on the Board of Education or the award of a contract (N.J.S.A. 18A:18A-15).

Qualifications of the Service Company

The contractor shall be an insured, licensed, qualified company in the State of New Jersey to perform this service in institutional facilities and shall conform to all Federal, State, and Local codes as prescribed and shall have the capability of 24 hours a day 365 days a year service. The contractor shall provide to the Montgomery Township Board of Education a list of at least three (3) references from sites where they have completed similar work with their bid.

The Montgomery Township Board of Education may make additional investigation, as it deems necessary to determine the ability of the contractor to perform the work. The contractor shall furnish to the Board of Education all such information for this purpose as the Board of Education may request.

The Board of Education reserves the right to reject any bid if the evidence submitted by, or investigation of, such contractor fails to satisfy the obligations of the contract or to complete the work contemplated therein.

American Goods, Brand Names, Proprietary Goods or Services, Etc.

All contracts for work for which the Montgomery Township Board of Education will pay any part of the cost or work which by contract will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work (N.J.S.A.18A:18A-20).

The vendor shall maintain all documentation related to products, transactions or services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request (N.J.S.A. 52:15C-10/N.J.A.C. 17:44-2.2).

Whenever a "brand name" is stated in all cases "brand name or equivalent" is implied except that if the goods or services to be provided or performed are proprietary, such goods or services may be purchased stipulating the proprietary goods or services in the bid specification when the special need for such copyrighted proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is to be awarded (N.J.S.A.18A:18A-15).

In the performance of the work the contractor and all subcontractors shall use domestic materials. But if the Montgomery Township Board of Education finds that in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be granted.

Insurance Requirements

The contractor shall maintain the following insurance in force and effect for the term and the life of the contract. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey and rated as A or better as determined by AM Best Company or through formal, fully funded self-insurance programs authorized by law and acceptable to the Montgomery Township Board of Education. All policies shall incorporate a provision requiring the giving of written notice to the Montgomery Township Board of Education by certified mail, return receipt requested, at least thirty (30) days prior to the cancellation or non-renewal of any such policies.

Commercial general liability insurance covering any and all bodily injury, property damage or personal injury arising out of or in connection with the work performed by the contractor or subcontractors as well as an umbrella excess liability insurance. Comprehensive automobile liability insurance including coverage for any and all owned, non-owned, hired or borrowed vehicles covering bodily injury and property damage.

Commercial General Liability Insurance

The contractor must maintain Commercial General Liability Insurance, covering any and all Bodily Injury, Property Damage or Personal Injury arising out of or in connection with the work performed by the contractor or its subcontractors. The policy shall include coverage for blanket contractual liability, products, completed operations, explosion, collapse and underground operations in an amount not less than \$1,000,000.00 Bodily Injury and Property Damaged Combined Single Limit Each Occurrence with a \$2,000,000 General Aggregate. Further, the policy shall include an "Aggregate Limit per Project" extension.

Comprehensive Automobile Liability Insurance

All contracted parties must maintain Commercial Automobile Liability Insurance, including coverage for any and all owned, non-owned, hired or borrowed vehicles, covering Bodily Injury and Property Damage. Such coverage shall be in the amount of \$1,000,000.00 Bodily Injury and Property Damage Combined Single Limit Each Accident.

Worker's Compensation Insurance

The contractor and all subcontractors must maintain Worker's Compensation Insurance in accordance with the laws of the State of New Jersey and any other jurisdiction required to protect employees of any and all contracted parties who will engage in the performance of work.

- | | |
|--------------------------|----------------------------|
| A. Worker's Compensation | Statutory |
| B. Employer's Liability | \$500,000.00 each accident |

Umbrella Excess Liability Insurance

The contractor must maintain Umbrella Excess Liability Coverage that will be excess of the primary General Liability, Automobile Liability, Workers Compensation Employer's Liability. Such coverage will be in the amount of \$2,000,000 Bodily Injury and Property Damaged Combined Single Limit of Liability Each Occurrence/General Aggregate.

The policy covering Commercial General Liability, Comprehensive Automobile Liability and Umbrella Excess Liability shall name the Montgomery Township Board of Education, its employees, agents and assigns as "Additional Insured". A sample of insurance must be included with your proposal.

Indemnification

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees and cost of litigation, arising out of or resulting from any and all acts of the contractor, its employees, agents, and subcontractors related to the services the contractor provides to the Board in accordance with these specifications. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. The Board may defend itself, at the contractor's expense, from any claim or lawsuit which may arise out of the contractor's performance or lack of performance under the terms of the agreement or the Board may elect to have the contractor provide the Board with legal representation at the contractor's own expense. This provision shall survive the termination of the agreement.

In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

Termination of Contract

If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the owner shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract.

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

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

In the case of default by the successful bidder, the owner may procure the articles or services from other sources and hold the successful bidder responsible for the excess cost.

The Board shall have the right to terminate the agreement for convenience and without cause upon thirty (30) days' written notice, but shall pay for services rendered up until the date of termination.

Public Works Contractor Registration Certificate

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at

<https://www.nj.gov/labor/wageandhour/assets/PDFs/Forms%20and%20Publications/lsse-2.pdf>.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration. If copies of the Public Works Contractor Registration Certificate are available for the general or prime contractor and any listed subcontractors named in the proposal, please attach a copy to your bid document.

Qualifications of Bidders

If the bid exceeds \$20,000.00 the State of New Jersey, Department of the Treasury, Division of Property Management and Construction must prequalify all contractors prior to the date bids are received in accordance with N.J.S.A.18A:18A-26. Each contractor under the terms of this New Jersey statute must submit a valid or active "Notice of Classification" and "Total Amount of Uncompleted Contracts". In addition, each contractor must furnish with their bid the names and proof of prequalification of all subcontractors by submitting the same documents described above. Failure to submit these documents with your bid will render the bid as being non-responsive to the bid requirements and will be rejected.

Prompt Payment for Construction Related Contracts, Professional or Skilled Services

When the contractor has performed in accordance with the provisions of the contract and the invoice (bill) including a properly prepared, dated and signed voucher for the work has been approved and certified by the board of education or the board's authorized approving agent, the board shall pay the amount due to the contractor for each payment not more than 30 days after the date received, which has been established as the 22nd of each month. The invoice shall be deemed approved and certified 20 days after the board or the board's authorized approving agent receives it unless the board or the board's authorized approving agent, before the 20-day period, informs the contractor in a written statement of the amount withheld and the amount to be paid, the reason for withholding the payment and how the deficiency can be cured.

In order to have your invoice (bill) processed for payment, you must submit your properly prepared, dated and signed voucher, along with any additionally required paperwork including, but not limited to, Payroll Certification for Public Works Projects, Monthly Project Workforce Report-Construction (AA-202), etc. to the Accounts Payable Department. Invoices (bills) with a properly prepared, dated and signed voucher will be approved for payment by the board at the first public meeting after the 20th day. After the board approves payment of invoices (bills) with properly prepared, dated and signed voucher, payment will be released the day after the public meeting. All payments will be mailed unless other arrangements have been made with our Accounts Payable Department. In the event that Alternate Dispute Resolution is needed, mediation is the method that shall be used.

New Jersey State Prevailing Wage Act and Regulations

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c.). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contracting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at <https://www.nj.gov/labor/wageandhour/tools-resources/laws/prevailingwageact.shtml>.

Special Instructions

No work shall be performed without a signed authorized hard copy purchase order. The contractor must sign-in at the main office of each building in which the work is to be completed. The contractor will be issued a visitors pass that must be worn in clear sight at all times during occupancy in the pertaining school. Upon completion of work the contractor shall have the job sheet of work performed signed off by the Director of Facilities, building principal or head custodian.

The contractor shall provide with each invoice a complete breakdown of all parts and labor by building along with the approved job sheet. All labor will be compared against the sign-in and out sheet for confirmation of payment. Failure of the contractor to have the work approved will impede payment for services rendered. The Board of Education is exempt from all local, state or federal sales, use or excise tax.

Refer to New Jersey Department of Labor, Prevailing Wage Rate Determination for Somerset County. Prevailing wages must be paid for individual projects over \$2,000.00. Certified payrolls will be required with the invoices for those projects.

Please submit the following:

1. All hourly labor rates including after hours, weekends and holidays. ***The Montgomery Township Board of Education will not pay Travel Time. If a contractor wants to impose Travel Time charges they must be incorporated into the hourly labor rates.***
2. All discount off list or part mark-up percentages.
3. Response time in the event of an emergency is **2 Hours** from initial contact
4. Any other pertinent costs that would be submitted in the event that the contractor was called in to perform work.
5. All hourly labor rates and discount off list/parts percentage costs shall hold for entire school year for which proposals are solicited - school year beings July 1 present year - June 30 of following year unless otherwise noted.

NOTE: If the contractor is unable to respond to that call within a reasonable amount of time a secondary contractor may be called.

Federal Clean Air Act

The contractor providing service shall, in all aspects, comply with the Federal Clean Air Act. This is to say that the contractor's service personnel are to be thoroughly and properly trained, equipped, and keep all proper records for compliance with the Act. The contractor shall take all necessary steps to insure that all work done for the Board of Education is done in compliance with the Federal Clean Air Act. The service companies shall furnish to the Board of Education copies of all training and service as well as other necessary documentation as proof of compliance with the law if applicable.

The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of chemical substances or mixture shall label them in accordance with the New Jersey Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq. and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components of the substance or mixture 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. General information and labeling assistance can be found on the New Jersey Department of Health and Senior Services Right to Know Program website at: www.nj.gov/health/eoh/rtkweb/.

One copy of the Material Safety Data Sheets (MSDS) must be submitted with your proposal for each chemical substance or mixture requested. Material Safety Data Sheets (MSDS) sheets must be sent with the delivery and two copies of the same sheets must be sent to Mr. Mike O'Neill, Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey 08558.

Checklist

The following is a checklist of documents that are to be completed and/or enclosed with your proposal.

- _____ Affirmative Action Language – Exhibit A
- _____ Statement of Ownership Disclosure
- _____ Non-Collusion Affidavit
- _____ State of New Jersey Business Registration Certificate
- _____ W-9, Request for Taxpayer Identification Number and Certification
- _____ Political Contribution Disclosure Form (Pay-to-Play)
- _____ Public Works Contractor Registration Act
- _____ Notice of Classification from State of New Jersey, Department of Treasury, Department of Property Management and Construction (if applicable)
- _____ Total Amount of Uncompleted Contracts – DBC 701 (if applicable)
- _____ List of Subcontractors
- _____ Project References
- _____ Disclosure of Investment Activities in Iran
- _____ Example of Certificate of Insurance
- _____ Acknowledgment of Receipt of Addenda
- _____ Proposal Form

Non-Collusion Affidavit

N.J.S.A. 52:34-15

I, _____ residing in _____
(name of affiant) (name of city, town or municipality)

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

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

_____ the bidder making this Proposal for the bid

entitled _____ and that I executed the said proposal with
(title of bid proposal)

full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey and the Montgomery Township Board of Education relies upon the truth of the statements 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

_____.

(name of contractor)

Subscribed and sworn to

before me this _____ day

of _____, 2 _____

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

List of Subcontractors

Contact _____
(Please Print)

Company Name _____

Address _____

Phone: _____ Fax: _____

E-mail _____

Contact _____
(Please Print)

Company Name _____

Address _____

Phone: _____ Fax: _____

E-mail _____

Contact _____
(Please Print)

Company Name _____

Address _____

Phone: _____ Fax: _____

E-mail _____

No Subcontractors will be used on this project _____

Signature _____

Name (print or type) _____

Title _____

Name of Firm _____

Project References

The following projects are in the process or have been completed by the contractor within the last five years and are comparable in type of work and costs to the project herein.

Project and Location

Date of Completion

Project Description and Cost

Signature _____

Name (print or type) _____

Title _____

Name of Firm _____

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466-7601
FAX: (609) 466-0944**

**B22-10, Fire Code Compliant Means of Egress Replacement/Installation
for the Montgomery Township Board of Education**

SPECIFICATION

The intent of this specification is to establish minimum requirements upon which solicitation of bids will be accepted for a service contract for fire code compliant means of egress replacement, installation and repair as needed in various locations of the Montgomery Township Board of Education.

Scope of Work

Response to calls for fire code compliant means of egress replacement/installation shall be on an as needed basis and shall be within 24 hours except that response to emergency calls shall be within two hours. The Board of Education reserves the right to supply any materials, parts or supplies. Should the Board of Education provide the materials the contractor will not be entitled to any mark-ups.

The contractor shall be an authorized distributor for the manufacturer whose product he/she is bidding on and proof of that must be made a part of the bid. Each bid must list the manufacturer and shall be a discount off the manufacturer's list price for the unit and ancillary parts such as sidelights, transoms, etc., at the time of purchase.

Separate contracts will be awarded for the lowest responsive bid for each manufacturer. In other words, you may be the lowest bid on Special-Lite and yet not be the lowest bid on Kawneer.

General

- A. If applicable, the contractor shall have the Montgomery Township review plans and obtain all necessary permits that are required to perform the work. The contractor shall also pay any and all permit fees that cannot be waived by the Montgomery Township Board of Education. The contractor shall advise the Montgomery Township Board of Education of the necessary permits that are needed so a waiver can be requested in ample time before the start of the project. The contractor shall set-up all required inspections with the proper governing officials prior, during and upon completion of the work and provide a Certification of Inspection to the Montgomery Board of Education.
- B. The contractor shall contact the Director of Facilities prior to the start of work to inquire about any asbestos containing materials in the work area. Any and all asbestos containing materials that may be near the work area are to be avoided and shall be left undisturbed.

General (cont'd)

- C. The contractor shall set-up a mutually agreeable time with the Director of Facilities for the start of the project. No work shall be performed without making prior arrangements with the Director of Facilities and the Montgomery Township Board of Education. The Montgomery Township Board of Education reserves the right to delay or change the project schedule for unforeseen reasons.
- D. The contractor shall provide all materials, equipment and labor that are necessary for the completion of the project. Should the owner provide the materials for this work under this contract, the contractor will not be entitled to any mark-up charges. All the materials used shall be as environmentally safe as is technologically possible. The application practices used are to be as per all manufactures requirements. The contractor shall follow all applicable laws and regulations concerning the safe application of all materials used in the performance of the job.
- E. The contractor shall take all necessary precautions during the project to effectually protect all parties from injury and property damage, and shall be liable for such damage or injury until the project is fully completed, approved, and accepted by the owner.
- F. All work shall be performed in a neat and workmanlike manner. The contractor is to perform all necessary touch-ups that may be needed. The work area shall be kept orderly and in a clean and neat condition during each workday and at completion of the project. The contractor shall, as necessary, make provision for a safe work area for all building occupants and visitors.
- G. The contractor shall be responsible for the removal and proper disposal of all excess materials, trash and/or debris generated from this project according to all-existing disposal laws and regulations. When possible the material should be recycled when permitted by law. If a dumpster is required for disposal, the contractor shall check with the building management representative for approval of its placement.
- H. Contractor personnel are to follow all district health and safety policies and shall refrain form smoking on district property.
- I. Upon completion of the job and prior to payment the contractor shall attend a post job meeting and walk through with the Director of Facilities at which time a list of any and all problems and concerns will be formulated and addressed. All punch list items must be addressed and accepted before payment will be issued.

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466-7601 FAX: (609) 466-0944

PROPOSAL FORM

Reference Number: **B22-10, Fire Code Compliant Means of Egress Replacement/Installation
for the Montgomery Township Board of Education**

Due: **9:00 a.m. Friday May 13, 2022**

SPECIAL INSTRUCTIONS:

Contact period will be from **July 01, 2022**, through **June 30, 2023**, with the option for two one-year extensions from **July 1, 2023**, through **June 30, 2024**, and from **July 1, 2024**, through **June 30, 2025**, pursuant to N.J.S.18A:18A-42.

The Montgomery Township Board of Education will not pay Travel Time. If the contractor wants to impose Travel Time charges it must be incorporated into the hourly labor rates.

All prices must include **shipping** and **handling charges**.

Exceptions to the specification should be noted.

The successful **contractor** will be responsible for all work performed. In the event that the **contractor** subcontracts out any portion of this work **the contractor** will be the responsible contact of the Montgomery Township Board of Education.

When two or more contractors submit equal prices and the prices are the lowest responsible bids, the Montgomery Township Board of Education may award the contract to the contractor whose response, in the discretion of the Board, is most advantageous, price and other factors considered.

All materials or replacement parts shall be **warranted for a period of one year** and any necessary repairs to these materials or parts shall be made at no cost to the Montgomery Township Board of Education.

Schools may be visited by appointment between 9:00 A.M. and 2:00 P.M., Monday through Friday. Please contact **Mike O'Neill, Director of Facilities** at **(609) 874-8327** for a site visit.

Note: The award will be made based on the Straight Time, Monday thru Friday, 8:00 A.M. to 5:00 P.M. rate and the contractor's responsiveness to the specifications.

Please complete the following:

Hourly rate for repairs

July 01, 2022 through June 30, 2023

Straight Time (Monday thru Friday 8:00 AM to 5:00 PM) \$ _____ per man/hour.

After Hours and Weekends..... \$ _____ per man/hour.

Holidays..... \$ _____ per man/hour.

Company Name _____

Phone Number _____ Fax Number _____

Date _____

Authorized Signature _____

Contact Person _____

E-mail of Contact Person _____

E-mail where future quotes may be sent _____

**IT IS MANDATORY THAT THIS FORM BE COMPLETED, SIGNED AND SUBMITTED
WITH YOUR BID.**

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466 - 7601
FAX: (609) 466 - 0944**

Statutory Requirements

Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Exhibit A in this specification.

Each 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:

1. A Letter of Federal Approval indicating that the contractor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the contractor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The contractor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the contractor's Employee Information Report, Form AA-302 by the Division.
3. The successful contractor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

State of New Jersey Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, a Contracting Agency is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

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

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

During the course of the contract performance:

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

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts - For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

The requirement that a contractor provide proof of business registration or providing the contracting agency with sufficient information for the contracting agency to verify proof of registration of the contractor or named subcontractors must be submitted to the Purchasing Department by 12:00 Noon on the third Wednesday of each month. Failure to comply with this request will result in the rejection of your bid or request for proposal.

Americans with Disabilities Act of 1990

The Act prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities. The successful bidder is required to comply with 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 this contract. The successful bidder is obligated to comply with the Act and to hold the owner harmless.

W-9, Request for Taxpayer Identification Number and Certification

The [W-9, Request for Taxpayer Identification Number and Certification](#), is requested by the Montgomery Township Board of Education.

Political Contribution Disclosure (Pay-to-Play)

In accordance with c. 271, L. 2005, the Montgomery Township Board of Education will require from all business entities submitting proposals, or with whom the Board is negotiating or considering an appointment, a list of political contributions (as defined below) made by the entity (including certain company officials and their spouses) during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. This requirement will be strictly enforced with respect to all covered contracts, including appointments at the annual reorganization meeting of the Board. The list must accompany your proposal or must be provided no later than ten (10) days prior to the Board's approval of the contract.

This requirement applies to individuals as well as to any form of business entity. The only exceptions are for the following:

1. Contracts having an anticipated value of \$17,500.00 or less are exempted; and
2. Emergency contracts are exempted.

It is your responsibility to prepare and file the list of political contributions and to make certain that the list complies with the law. Your failure to do so will preclude consideration of your appointment or contract for services. Please be advised that the political contributions list you submit to the Montgomery Township Board of Education must include all contributions made to any State, county or municipal committee of any political party; to any legislative leadership committee; to any candidate committee of a candidate for, or holder of, an elective office of this Board of Education and of any other public entity located in Somerset County or located in the 16th Legislative District.

You are obligated to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission if you receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Disclosure of Investment Activities in Iran

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 enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the District finds a person or entity to be in violation of the principles which are the subject of this law, they 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 person or entity.

Harassment, Intimidation and Bullying (“Anti-Bullying Bill of Rights Act”)

Pursuant to P.L. 2010, c.122, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the Board, and all employees of contracted service providers are required to comply with the provisions of the District’s anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

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

Miscellaneous Information

The vendor shall maintain all documentation related to products, transactions or services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request (N.J.S.A. 52:15C-10/N.J.A.C. 17:44-2.2).

Multiyear Contracts

The Montgomery Township Board of Education has the option to enter into a multiyear contract. The statutory length of which a contract is three years or less may include provisions for no more than one two-year or two one-year extensions. Any price change included, as part of an extension shall not exceed the change in the index rate for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed. No contract shall be extended so that it runs for more than a total of five (5) consecutive years (N.J.S.A.18A:18A-42).

**Montgomery Township Board of Education
1014 Route 601
Skillman, New Jersey 08558**

Please complete and submit the following information so we can verify and update our records so our purchase orders and remittance are forwarded to the proper addresses.

	Purchase Order Mailing Address:	Remit to Address:
Vendor Name	_____	_____
Address Line 1	_____	_____
Address Line 2	_____	_____
City	_____	_____
State	_____	_____
Zip	_____	_____
Contact	_____	_____
Phone #	_____	_____
Fax #	_____	_____
E-mail	_____	_____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval;

- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

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

This form is a summary of the successful contractor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

The successful contractor shall submit to the public agency, the EEO/AA evidence with your proposal or after notification of award but prior to execution of goods, professional services and general services contract, one of the following three documents as forms of evidence:

- (a) A Letter of Federal Approval indicating that the contractor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the contractor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance. Or,

___ Yes ___ No

- (b) A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27 et seq. The contractor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the contractor's Employee Information Report, Form AA-302 by the Division. Or,

___ Yes ___ No

- (c) The successful contractor shall complete an Initial Employee Report, Form AA-302, submit it to the Division and forward a copy of the form to the Public Agency.

___ Yes ___ No

If you answered **NO** to the questions above, Form AA-302 can be electronically provided by the Division and distributed to the public agency through the Divisions website: www.state.nj.us/treasury/contract_compliance along with the required check in the amount of \$150.00 payable to The Treasurer, State of New Jersey, this fee in non-refundable. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence. The undersigned contractor further understands that his/her proposal shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27. et seq.

Company Name _____

Name _____
(Print)

Signature _____

Title _____ Date _____

If your Letter of Federal Affirmative Action Plan Approval or your State of New Jersey Certificate of Employee Information Report is available, please attach to this document.

Registering A Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action - there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency maybe required to have a copy of the "proof of registration certificate" submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the "online" link and then select "Register for Tax and Employer Purposes."
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at www.nj.gov/treasury/revenue/pdfforms/reg_a.pdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions about the registration process? Call 609-292-1730 or submit by e-mail at www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

- New registrants. When completing Form NJ-REG, make sure you answer "Yes" to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue's service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division's Client Registration Bureau in person and request a certificate. The address is 847 Roebbling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466-7601
FAX: (609) 466-0944**

State of New Jersey Business Registration Certification Form

Please complete the following:

- _____ A photocopy of your organization's or an individual's State of New Jersey Business Registration Certification (BRC) is attached.
- _____ Our organization or an individual is in process of obtaining State of New Jersey Business Registration Certification (BRC) and will forward a copy upon receipt.
- _____ Our organization or an individual has "No" intention of obtaining a State of New Jersey Business Registration Certification (BRC).

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Authorized Signature _____

Contact Person _____

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 there unto, 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 in strict compliance with the Act. In 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 or nature arising out of or claimed to arise out of alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all 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 damages 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 a law.

Montgomery Township Board of Education

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)___
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ **No Addenda Received**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

N.J.S.A. 52:34,25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

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

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

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

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

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

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c.65 (C.19:44A-10. 1) for the purpose of receiving contributions and making expenditures."

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466-7601
FAX: (609) 466-0944

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Somerset

State: Governor, and Legislative Leadership Committees

Legislative District #s: 16, 17, 21, & 22

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Bedminster Township
Bernards Township
Bernardsville Borough
Bound Brook Borough
Branchburg Township
Bridgewater Township
Far Hills Borough

Franklin Township
Green Brook Township
Hillsborough Township
Manville Borough
Millstone Borough
Montgomery Township
North Plainfield Borough

Peapack-Gladstone Borough
Raritan Borough
Rocky Hill Borough
Somerville Borough
South Bound Brook Borough
Warren Township
Watchung Borough

Boards of Education (Members of the Board):

Bedminster Township
Bernards Township
Bound Brook Borough
Branchburg Township
Bridgewater-Raritan Regional
Franklin Township
Green Brook Township

Hillsborough Township
Manville Borough
Millstone
Montgomery Township
North Plainfield Borough
Rocky Hill
Somerset Hills Regional

Somerville Borough
South Bound Brook
Warren Township
Watchung Borough
Watchung Hills Regional

Fire Districts (Board of Fire Commissioners):

Bridgewater Township Fire District No. 1
Bridgewater Township Fire District No. 2
Bridgewater Township Fire District No. 3
Bridgewater Township Fire District No. 4
Franklin Township Fire District No. 1
Franklin Township Fire District No. 2
Franklin Township Fire District No. 3

Franklin Township Fire District No. 4
Hillsborough Township Fire District No. 1
Montgomery Township Fire District No. 1
Montgomery Township Fire District No. 2

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Business: _____

Address of Business: _____

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the limited liability company who own a 10% or greater interest therein, as the case may be.
(Complete the list below in this section.)

OR

- No one stockholder in the corporation owns 10% or more of its stock, of any class, or no individual partner in the partnership owns a 10% or greater interest therein, or that no member in the limited liability company owns a 10% or greater interest therein, as the case may be **(Skip to Part IV)**

****Sign and notarize the form below, and, if necessary, complete the list below** (please attach additional sheets if more space is needed).

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III

Disclosure of 10% or greater ownership in the Stockholders, Partners or LLC members listed in Part II

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part III	Home Address (for Individuals) or Business Address

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

Part IV

Certification

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

Full Name (Print): _____ **Title:** _____

Signature: _____ **Date:** _____

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bid Number: _____

Name of Bidder: _____

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the District finds a person or entity to be in violation of the principles which are the subject of this law, they 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 person or entity.

I certify, pursuant to Public Law 2012, c.25, that the person or entity listed above for which I am authorized to bid/renew:

Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran

OR

Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the Montgomery Township Board of Education under penalty of perjury. 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 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.**

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

Disclosure of Investment Activities in Iran (cont'd)

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 Montgomery Township Board of Education 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 Board to notify the Board 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 Montgomery Township Board of Education and that the Board at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____