

## **ADVERTISEMENT**

**LINDEN BOARD OF EDUCATION  
ADMINISTRATION BUILDING  
2 EAST GIBBONS STREET  
LINDEN, NEW JERSEY 07036-2951**

Notice is hereby given that sealed bids will be received by the Linden Board of Education (“Board”), Union County, New Jersey for nine (9) separate Maintenance and Repair Contracts based on Time and Material Rates for Various Trades I for the 2023-2024 School Year (“Projects”), for the following trades:

- Contract Package #1: Boiler Repairs & Cleaning Repairs**
- Contract Package #2: Carpentry**
- Contract Package #3: Electrical Repairs**
- Contract Package #4: HVAC Equipment Service**
- Contract Package #5: Masonry Repairs & Installations**
- Contract Package #6: Painting**
- Contract Package #7: Plastering**
- Contract Package #8: Plumbing**
- Contract Package #9: Roofing Maintenance and Leak Repair Service**

Bid documents for the Projects are available Monday through Friday, except legal holidays, between the hours of 9:00 A.M. and 4:00 P.M. at the offices of John Serapiglia, Business Administrator/Board Secretary, Linden Board of Education, Administration Building, 2 East Gibbons Street, Linden New Jersey 07036-2951. Bidders should contact Mr. Jason Andersen and Mr. Rolando Ramirez Miranda, Maintenance Supervisor at 908.862.0950, Ext. 8550 to arrange for site visits, if desired. Site visits are limited and not guaranteed. Masks must be worn and social distancing guidelines observed.

Sealed bids shall be delivered to the Office of the Business Administrator between the hours 9:00 A.M. and 4:00 P.M. on official business days. Bids shall bear the name and address of the Bidder and shall be endorsed “Maintenance and Repair Work”, and identify the Contract Package for which the bid is being made.

Bids may be submitted to the Board’s Business Administrator, John Serapiglia, Business Administrator at the Board’s offices up to and until **10:30 A.M. prevailing time on May 18, 2023**, and at which time they will be publicly opened and read.

Bids must be submitted on the applicable proposal forms in the manner designated. All Bidders are required to submit a Bid Security with their bids, accompanied by certified check, cashier’s check or bid bond drawn to the order of the “Linden Board of Education” in the amount of Two Thousand Five Hundred Dollars (\$2,500.00). Only a single bid security is required, even if bidding on multiple contracts.

The Bidder must be prequalified by the New Jersey Department of Treasury, Division of Property Management and Construction, as required by law, and possess a valid and current Notice of Classification prior to the time and date that bids are received.

## **LINDEN BOARD OF EDUCATION**

Pursuant to N.J.S.A. 18A:18A-26, in order to be eligible to submit a Bid for a Project, the Bidder shall be classified by the DPMC in the appropriate discipline(s) as follows:

- Contract Package #1: Boiler Repairs & Cleaning Repairs: C033 Boilers (New/Repair)**
- Contract Package #2: Carpentry Repairs & Installations: C008 General Construction or C009 General Construction/Alterations and Additions**
- Contract Package #3: Electrical Repairs: C047 Electrical.**
- Contract Package #4: HVAC Equipment Service: C032 HVACR.**
- Contract Package #5: Masonry Repairs & Installations: C008 General Construction, or C009 General Construction /Alterations & Additions, or C019 Concrete Foundation Footings/Masonry Work.**
- Contract Package #6: Painting: C008 General Construction, C009 General Construction/Alterations & Additions or C077 Painting – General.**
- Contract Package #7: Plastering: C008 General Construction or C009 General Construction/Alterations and Additions.**
- Contract Package #8: Plumbing: C030.**
- Contract Package #9: Roofing Maintenance and Leak Repair Service  
C066 Roofing Membrane – EDPM  
C067 Roofing Membrane – PVC/CPE/CSPE  
C068 Roofing Membrane – Modified Bitumen  
C070 Roofing – Built-Up  
C072 Roofing –Tile/Slate/Shingle**

No bid may be withdrawn for a period of sixty (60) days after the date set for the opening thereof. The Board reserves the right to reject any and all bids and/or to waive informality in the bidding, pursuant to the laws governing same.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27.

## **LINDEN BOARD OF EDUCATION**

Pursuant to N.J.S.A. 34:11-56.50 et. seq., Bidders and their subcontractors are required to be registered with the New Jersey Department of Labor and to possess a current Certificate by said Department indicating compliance prior to the time and date that bids are received.

By Order of the  
Linden Board of Education,  
Union County, New Jersey

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John Serapiglia  
Business Administrator/Board Secretary

# **LINDEN BOARD OF EDUCATION**

## **INSTRUCTIONS TO BIDDERS AND BID FORMS**

### **DEFINITIONS**

Wherever reference is made to the Board, Title of Project, Bidder or Contractor, they shall be as follows:

#### **OWNER/BOARD:**

Linden Board of Education  
Administration Building  
2 East Gibbons Street  
Linden, New Jersey 07036-2951

#### **ADDRESS BIDS AND SUBMIT TO:**

Linden Board of Education  
Administration Building  
2 East Gibbons Street  
Linden, New Jersey 07036-2951  
Telephone: 908.486.2800, Ext 8015  
Facsimile: 908.486.8891  
Attention: John Serapiglia, Business Administrator/Board Secretary

#### **TITLE OF PROJECT:**

Maintenance and Repair Work, Time and Material Rates for Various Trades I for the 2023-2024 School Year and all work incidental thereto.

#### **BIDDER:**

Bidder shall be to the lowest responsive Contract bidder based upon the individual packages upon which the Bidder has submitted a bid.

#### **CONTRACTOR:**

The lowest responsive and responsible Bidder(s) for each contract as determined by the Board/Owner.

### **SCOPE**

It is the intention that the Drawings, Specifications and other Contract Documents provided for the Project to provide an overall scope of the services to be provided on a time and materials basis for Maintenance and Repair Work, Time and Material Rates for Various Trades I for the 2023-2024 School Year and all work incidental thereto. The Board reserves the right to extend the contract of the successful bidder for four (4) additional one (1) year periods, in accordance with and as may be permitted by law. All work incidental to providing the annual services or any work necessary to complete the Contract and the work thereunder, shall be included in the bid.

# **LINDEN BOARD OF EDUCATION**

## **PREPARATION OF THE BID**

**The “complete” Bid Form includes the Bid Bond, Bidder’s Checklist, Ownership Disclosure Certification, Non-Collusion Affidavit, Political Disclosure, Investment Activity in Iran form, Certification of non-involvement in Prohibited Activities in Russia and Belarus form and any other documents noted in these Instructions to Bidders to be submitted with this Bid.**

Bid prices must be filled in, in ink, in both words and figures for the contract or work for which the bid is made.

Insert applicable allowances, if any have been specified applicable to the Bidder’s work. Any allowance, or unused portion thereof, shall belong to the Owner.

Insert applicable alternates, if any have been specified, applicable to the Bidder’s work. All alternates must be bid upon. Any Bidder’s failure to respond to, or complete, any alternate will be deemed a material, non-waivable defect and will render the bid non-responsive. The Bidder shall clearly designate whether the change in price is an addition or subtraction, by using either a “+” sign or the word “addition”, or in the alternative, a “-” sign or the word “minus”. If there is no change in price, the Bidder shall indicate this by inserting, “NC” or “No Change”.

Insert applicable unit prices, if any have been specified, applicable to the Bidder’s work. Where unit prices have already been established by the contract documents, the Bidder agrees that such unit prices shall prevail. All unit prices, whether filled in by the Bidder or established by the contract documents, shall become part of the Contract. No award will be made, unless applicable unit prices, as required, are filled in.

Conditional bids will not be accepted. Bids may be withdrawn prior to the advertised time for the opening of bids or authorized postponement thereof. Bids received after the advertised time will not be considered. Bidders shall be solely responsible for premature opening or late delivery of bids, not properly marked or addressed, or which do not arrive by the proper time or at the proper place.

Bidders must submit their bids in a sealed envelope addressed to the Board and bearing on outside: the name of the Bidder, its address, the title of the Contract Package, and the type of work bid upon.

Bidder may bid on more than one Contract but must meet the bid requirements for each Contract Package so bid.

## **QUALIFICATIONS OF BIDDERS**

The Board may make such investigation as it deems necessary to determine the ability of the Bidders to perform the work, which includes investigation of the subcontractors. The Bidder shall furnish any information and data for this purpose as the Board may request.

In accordance with N.J.S.A. 18A:18A-26, (Classification of Bidders as Requisite to Bidding on Public Work), where bids will exceed \$20,000 (twenty thousand dollars), the Bidder and its prime subcontractors must be classified and prequalified by the New Jersey Department of the Treasury, Division of Property Management and Construction (“DPMC”), prior to the time and date that bids are received. Bidders are referred to the Projects Advertisement for required DPMC classifications.

## **LINDEN BOARD OF EDUCATION**

The provisions of N.J.S.A. 18A:18A, Article 6, “Qualification of Bidders” shall govern, as applicable.

**The Bidder, for itself and all prime subcontractors, if applicable, shall submit a current Notice of Classification from the DPMC. Additionally, pursuant to N.J.A.C. 17:19-2.13, Bidder shall include for itself and for all prime trade subcontractors, a certification that their bids for the Project contract will not cause Bidder or the applicable prime trade subcontractor to exceed their aggregate rating limits, including consideration of their backlog of uncompleted construction work, including public and private contracts. A form of certification is included herewith. However, Bidders and prime trade subcontractors may use their own form of certification, including the submission of DPMC Form 701 (Uncompleted Contracts Affidavit), in lieu of the attached form.**

### **DEBARMENT, SUSPENSION, OR DISQUALIFICATION – N.J.A.C. 17:19-4.1**

The Board will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report ([www.state.nj.us/treasury/debarred](http://www.state.nj.us/treasury/debarred)) or the Federal System for Award – SAM.gov

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List –Excluded Parties List System, through the System for Award Management portal –SAM.gov.

### **AWARD OF CONTRACT**

Contracts, if awarded, will be made to the lowest qualified Bidder for each individual package. Award of the contracts shall be made in accordance with provisions of N.J.S.A. 18A:18A, Article 8, “Awarding Contracts.” The Board reserves its rights to select the bids or particular alternates, or combination of alternates, as may be in the best interest of the Board, in its sole discretion. The Board reserves the right to reject all bids pursuant to N.J.S.A. 18A:18A-1 et seq., to waive any informalities in any bid or bids, and to accept such bid or bids and to make or to not make such awards as may be in the best interest of the Linden Board of Education, in accordance with the law.

### **CONTRACT RENEWAL/EXTENSIONS**

Bidder agrees that the Owner may renew the contract(s) with the successful bidder in accordance with applicable law for up to four (4) additional one (1) year periods. The Bidder agrees that the material markup percent shall remain unchanged for any renewal/extended term. Renewal will be contingent on approval of both Owner and Contractor.

# **LINDEN BOARD OF EDUCATION**

## **BID SECURITY**

All Bidders are required to submit a Bid Security with their bids. **Only a single bid security is required, even if the bidder bids on multiple contract packages.**

The Bid Securities shall be in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), and payable by certified check, cashier's check or bid bond drawn to the order of the "Linden Board of Education".

All Bid Securities for each contract, except the security of the three (3) apparent lowest responsible Bidders, shall, if requested, be returned after ten (10) days from the opening of bids, Sundays and holidays excepted, and the bids of such Bidders shall be considered as withdrawn. Within three (3) days after the awarding of the contract the Bid Security of the remaining unsuccessful Bidders shall be returned to them forthwith, Sundays and holidays excepted.

If the bid is not accepted within sixty (60) days after the date of opening of bids, or any length of time thereafter if agreed to by the Board and the Bidder, or if the Bidder executes the Contract, the Bid Security will be returned to the Bidder. No interest will be allowed on the Bid Security deposits.

## **OWNERSHIP DISCLOSURES REQUIRED**

Pursuant to P.L. 1977, N.J.S.A. 52:25-24.2, the Bidder shall submit with its Bid, or prior to receipt of bids, a statement setting forth the names and addresses of all stockholders or owners in the corporation, partnership, or other business entity bidding who own ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation, partnership or other business entity, the Bidder shall submit further disclosures for such entity pursuant to the law. A form of Ownership/Stockholder Disclosure is included herewith.

## **NON-COLLUSION AFFIDAVIT**

The Bidder shall submit with its bid, a statement of non-collusion with verbiage similar to that on the "Sample Non-Collusion Affidavit."

## **PREVAILING WAGE RATE DETERMINATION**

The date of the wage rate determination for this Project will be set forth in the contract. This determination is conclusive for a period of two (2) years from that date, unless superseded by a later determination. Contractor shall be responsible for complying with such determination.

- (a) Pursuant to New Jersey Prevailing Wage Act, N.J.S.A. 34:56.27 and 56.28 the following is mandatory and applies to the project.
- (b) Workers shall be paid not less than such prevailing wage rate in the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the

## **LINDEN BOARD OF EDUCATION**

public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

**NO BIDS WILL BE ACCEPTED FROM BIDDERS WHO BID LESS THAN THE PREVAILING WAGE. IT IS THE RESPONSIBILITY OF CONTRACTOR TO GO TO THE FOLLOWING LINK AND FIND THE CURRENT PREVAILING WAGE RATE DETERMINATION IN FORCE ON THE DATE OF THE BID OPENING:**  
[http://lwd.dol.state.nj.us/labor/forms\\_pdfs/lse/union.pdf](http://lwd.dol.state.nj.us/labor/forms_pdfs/lse/union.pdf).

### **TAXES**

School projects are exempt from New Jersey State Tax, however, Contractors and Subcontractors are required to comply with New Jersey Sales and Use Tax, in accordance with P.L. 1966, c.30 (C.54:32B-1 et seq.) and, P.L. 2004, c.57. Forms and additional information are available from the New Jersey State Tax Department. No allowance will be made by the Board for any such taxes paid by the Contractor or Subcontractor arising out of the applicability of the New Jersey Sales and Use Tax.

### **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

The successful bidder shall be required to comply with the Mandatory Equal Employment Opportunity Language which will be annexed to the Contract. A copy of the language is included in the bid package.

The successful bidder shall be required to complete and submit to the Board an Initial Project Workforce Report, New Jersey Department of Treasury Form AA-201, upon notification of award. Failure to submit this completed form may result in the contract being terminated. The successful bidder shall also be required to submit a copy of its Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the Board.

The successful bidder shall be required to submit monthly payroll reports. A copy of its Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, shall be submitted to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the Owner.

### **ANTI-DISCRIMINATION PROVISIONS**

The following provisions will be inserted into the Owner/Contractor agreement.

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any building or public

## **LINDEN BOARD OF EDUCATION**

work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing or any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, or account of race, creed, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency or any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C. 18A:18A-51 et. seq.).

### **ANTI-BULLYING BILL OF RIGHTS – REPORTING OF HARRASSMENT, INTIMIDATION AND BULLYING – CONTRACTED SERVICE**

The following language will be incorporated into the Owner/Contractor Agreement:

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Rights Act – N.J.S.A. 18A:37-13.1 et. Seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide to the contracted service provider a copy of the Board's Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16.7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidations, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

# **LINDEN BOARD OF EDUCATION**

## **CRIMINAL HISTORY BACKGROUND CHECKS – REQUIRED**

The following language will be incorporated into the Owner/Contractor Agreement:

The contractor and all subcontractors for the project shall provide to the school district (Director of Facilities or School Business Administrator/Board Secretary) evidence or proof that each worker assigned to the project that comes in regular contact with students, had had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker.

The determination of “regular contact with students” will be made by the school district. Failure to provide a proof of criminal history background check for any contractor or subcontractor employee coming in regular contact with students may be cause for breach of contract.

If it is discovered during the course of the contract that a contractor or subcontractor employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the project immediately.

## **CONDITIONS OF THE WORK**

Bidders shall submit bids subject to, and in accordance with, all the conditions stated herein, required by the Specifications, Drawings, and actual conditions. Bidders shall carefully examine the site, as well as the Drawings and Specifications and fully inform themselves as to the existing conditions, and to the relationship(s) between their work and the work of others in connection with the Project including both labor and materials even though not especially shown or noted, but that are necessary to obtain a complete and finished condition.

Bidders are advised that construction terms and conditions set forth in the Contract Documents will be rigidly enforced.

## **BRAND NAME OR EQUAL**

When the Specifications, Forms, and other Contract Documents use “brand name or equivalent”, “basis of design” or similar language, the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the goods or services being requested. Where a bidder attempts to submit an equivalent product for a brand name, it shall be the responsibility of the bidder to fully describe and document the product to be provided with the bid in order to establish the equivalence claim.

- A. If the Bidder proposes to offer substitute goods as an equal to those specified herein, the bidder shall so indicate with the Bid Proposal. For the purposes of this paragraph, a proposed item shall be considered equal to goods specified herein if:
  - 1. The Board, in its sole discretion, determines that: (i) the goods conform substantially, even with deviations, to the brand name goods specified herein; (ii) the goods are equal to or greater than the brand name goods specified herein in

## **LINDEN BOARD OF EDUCATION**

terms of quality, durability, functionality, appearance, strength and design; (iii) the goods are capable, at least as well as the brand name goods specified herein, of performing with existing equipment; and (iv) the goods do not cost the Board more than the brand name goods specified herein costs the Board.

- B. To offer substitute goods as an equal to those specified herein, it is necessary that:
1. The Bidder submits sufficient information with its bid to permit the Board to determine that the goods are equivalent to the brand name goods specified herein, including, but not necessarily limited to the brand, catalog number and specifications/data sheets;
  2. The Bidder fully identifies and describes the variations of the goods from the brand name goods specified herein on a separate sheet that is to be submitted with the bid proposal. Bidder's literature **WILL NOT** suffice in explaining exceptions to these specifications;
  3. The Bidder certifies that the goods (i) are similar in substance to the brand name goods specified, and (ii) are suited to the same use as the item specified;
- C. The Board shall be allowed a reasonable time within which to evaluate the Bidder's proposal to offer substitute goods as an equal to those specified herein. The Board shall be the sole judge of acceptability. No "or-equal" goods shall be ordered, delivered, assembled, set-up or utilized until the Board's evaluation is complete. The Board's determination as to equivalency shall be deemed final and absolute.

In the event the Bidder fails to identify and equivalent items, or does not provide sufficient supporting documentation regarding an equivalent product with the bid, it will be presumed and required that the brand name or basis of design goods and services as described in the specifications will be provided.

### **QUALITY, SAFETY AND PERFORMANCE STANDARDS**

All goods and services must be constructed and provided with the highest quality materials and workmanship. It is the intent of these specifications that only equipment equal to, or exceeding, the standard specified will be acceptable in order to protect the safety of the students of the School District.

### **ADDENDA, INTERPRETATIONS, AND EQUIVALENCY DETERMINATIONS**

Should any error, omissions, inconsistencies or obscure wording appear or occur in the Specifications, or should there be any discrepancies between any of the Contract Documents, the Bidder shall, before submitting its bid, apply to the Board in writing for an interpretation and determination of the intent of the Specifications and equivalency, if applicable. Requests for such interpretations, to be given consideration, must be received **at least ten (10) business days** prior to the date fixed for the opening

## **LINDEN BOARD OF EDUCATION**

of bids (Saturday, Sunday, and Holidays excluded). Failure to request an interpretation shall serve as an acknowledgement by the Bidder that the specifications are complete and contain no discrepancies.

Interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which if issued, will be mailed by certified or registered mail with return receipt requested, or sent by facsimile to all bidders of record, **not later than seven (7) business days** prior to the date fixed for the opening of bids (Saturdays, Sundays and holidays excluded). Each Bidder shall ascertain, prior to submitting its bid that it received all Addenda issued and it shall acknowledge their receipt in its bid. Failure of any Bidder to receive any Addenda or interpretation shall not relieve the Bidder from any obligation under its bid as submitted. In addition, a failure on the part of any Bidder to acknowledge receipt of said Addenda may result in disqualification of the entire bid submission. Addenda so issued, shall become part of the Contract Documents.

The price bid for the work of any Contract shall NOT be based in any manner upon oral opinions, or real or alleged instructions of an oral nature, regardless or whether such opinions or instructions are expressed by the Borough or agents or representatives of any of them.

### **FORM OF CONTRACT**

Contracts will be let on the attached Form of Agreement Between Board and Contractor, including supplementary terms and conditions, if any.

The Contract will be subject to all statutory provisions on the matter of Public Works, Public Contracts and Prevailing Rates of Wages under the laws of New Jersey.

The Agreements shall be executed by both parties not later than twenty-one (21) days from the date of the award by the Board (Sundays and holidays excluded); however, such time frame may be extended by agreement of the parties.

### **PROGRESS PAYMENTS**

Monthly progress payments will be made based on the value of labor and materials incorporated in the Work and of materials suitably stored at the site. An itemized schedule of value shall be submitted with each Application for Payment. Payments for undisputed portions of the Application for Payment shall be made in the following payment cycle following the Board's approval of the Application of Payment, or portion thereof. Refer to the Form of Agreement for payment provisions.

All Applications for Payment shall be accompanied by paid invoices for materials incorporated in the Work and for materials suitably stored at the site, and affidavit(s) by Subcontractors whose work was included in the next to the last application to the effect such work and such materials have been paid for.

### **COMMENCEMENT OF WORK, DELAYS AND EXTENSIONS OF TIME**

Time is of the essence of the Contract and Work. Once called upon to perform Work, the Contractor shall start the requested Work promptly and shall continue to perform the Work so as to permit delivery of the completed Work within the allocated time.

## **LINDEN BOARD OF EDUCATION**

Refer to the Standard Form of Agreement between the Board and Contractor for terms and conditions pertaining to liquidated damages and reimbursement of any wages paid by the Board for inspector(s) due to failure to complete the Project within the Contract Time.

Bidder/Contractor understands, acknowledges and agrees that claims, disputes or other matters in question may arise prior to, during and after the bid opening as there may be challenges to the Project Specifications, the proposal of a bidder and/or the award of a contract. Bidder/Contractor further understands and acknowledges that adverse weather conditions and acts and/or omissions of other contractors on the Project may impact the successful bidder's ability to meet the Project milestone dates as set forth in the Project Specifications.

Should any of these events result in a delay in the commencement or progress of any Project Work, the Board shall not be liable to any Contractor or Subcontractor for any damages other than an extension of time for performance under the contract. This Section shall not apply to delays in the Contractor's performance resulting from the Board's negligence, bad faith, active interference, tortious conduct, or other reasons un-contemplated by the parties pursuant to N.J.S.A. 18A:18A-41.

### **INDEMNIFICATION**

The Contractor shall indemnify, defend, and hold harmless, the Board and the Owner/Board from and against, any and all claims, demands, lawsuits, damages, costs and expenses of any type whatsoever, including reasonable attorneys' fees, arising out of, or in any way related to, (1) a breach of the Contractor's Contract with the Board, (2) any personal injury or property damage that may arise out of, or result from the Contractor's or its subcontractor's acts or omissions in performing the Work, (3) the Contractor's or its subcontractor's performance of the Work, the Contractor's or its subcontractor's negligent acts and/or omissions, or (4) the Contractor's or its subcontractor's failure to comply with any law, statute, regulation, ordinance, code or rule.

### **COMPLIANCE WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT (N.J.S.A. 34:11-56.48 et seq.)**

Pursuant to the above-referenced law, Bidders are required to be registered with the New Jersey Department of Labor and to possess a current certificate by said Department indicating compliance with the Act prior to the time and date that bids are received. Bidders are notified of this requirement of their compliance. Such certificates or applications shall also be provided for each Subcontractor furnishing plumbing and gas fitting, and all kindred work, heating and ventilating systems and equipment, electrical work, or structural steel and ornamental iron work.

### **OBLIGATION OF BIDDER**

At the time of the opening of bids, each Bidder will be presumed to have inspected the site(s) and to have read, and to be thoroughly familiar with the Contract Documents. The failure or neglect of any Bidder to receive or examine any form, instrument, or document, or to inspect the site, shall in no way relieve any Bidder from any obligation in respect to its bid. Bidders should contact Mr. Jason Andersen and Mr. Rolando Ramirez, Maintenance Supervisors at 908.862.0950, Ext. 8550 to arrange for site visits, if desired.

## **LINDEN BOARD OF EDUCATION**

Prior to the Bid Opening, the Bidder shall examine the contents of the Bid Specifications and assure itself that all pages of the Specifications and other Contract Documents are included in the documents obtained for bidding purposes and contain no ambiguities or conflicting provisions. Should the Specifications or other Contract Documents be incomplete or contain any ambiguities or conflicting provisions, the Bidder shall notify the Owner in writing, who will supply the Bidder with any missing pages of Specifications or other Contract Documents and resolve any ambiguities or conflicts. The lack of such written notification by the Bidder will be construed as evidence that the Specifications and other Contract Documents are full and complete, and as a waiver of any subsequent claim to the contrary.

### **AMERICAN GOODS AND PRODUCTS WHERE POSSIBLE**

Bidder shall comply with the requirements of N.J.S.A. 18A:18A-20 and use only manufactured and farm products of the United States, wherever available, for the Project.

### **NEW JERSEY PAY-TO-PLAY REQUIREMENTS**

#### **Annual Disclosure**

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions by 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 the filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

#### **Chapter 271 Political Contribution Disclosure Form - Required**

Pursuant to N.J.A.C. 6A:23A-6.3, Bidders shall provide a list of political contributions on the attached forms with their bid. The Board may not award a contract over \$17,500.00 to a bidder that has made a reportable contribution to a member of the district board of education during the preceding one-year period.

### **STATEMENT OF EQUIPMENT TO BE USED IN CONSTRUCTION**

Pursuant to N.J.S.A. 18A:18A-23, entitled Certificate of Bidder Showing Ability to Perform Contract, the Board requires a Certification from all Bidders submitting a bid showing that the Bidder owns, leases, or controls all necessary equipment required by the Project Plans and Specifications. All Bidders shall provide this information at the time of the Bid Opening using the attached form entitled, "CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT".

If the Bidder is not the actual owner of the equipment, it shall state the source from which the equipment will be obtained and shall attach a certificate from the owner or person in control of the

## **LINDEN BOARD OF EDUCATION**

equipment demonstrating that the equipment owner has granted the Bidder control of the requisite equipment during such time as may be necessary for completion of the portion of the contract for which the equipment is necessary.

### **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE AND SALES AND USE TAX REQUIREMENTS, P.L. 2004, c.57**

Contractors are required to comply with the following:

- a) **Business Registration Certificate Requirements:** Prior to the award of Contract, all Bidders shall provide a current Certificate of Business Registration for itself and any prime subcontractors named in its bid. Such certificates shall have been issued on or before the date and time of the bid opening, unless the law permits otherwise.

In addition, the Contractor shall provide copies of the current valid Certificate of Business Registration for each Subcontractor identified in the bid, immediately upon entering into each subcontract, and prior to entering into a Contract with the Linden Public Schools.

Contractor must maintain and submit a current updated list of Subcontractors, their addresses, and all valid Business Registration forms as a continuing obligation under the Contract. Before final payment on the Contract is made by the Owner, the Contractor shall submit a complete and accurate list for each Subcontractor or supplier for goods provided, or services rendered, or for construction of a construction project used, in the fulfillment of the Contract, and a copy of said subcontract, or shall attest that no Subcontractors were used.

- b) **New Jersey Sales and Use Tax Requirements:** All contractors or contractors with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, including without limitation, boards of education, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (N.J.S.A.54:32B-1 et seq.), regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein, "affiliate" shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. N.J.S.A. 52:32-44(g)(3).

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

## **LINDEN BOARD OF EDUCATION**

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, 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 Board 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.

### **CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to NJSA 52:32-60.1, et. Seq (PL 2022, c3) any person or entity that seeks to enter into or renew a contract with a NJ public entity must certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,1 section 1.e, except as permitted by federal law

### **CONTRACTOR PERFORMANCE EVALUATION**

In accordance with N.J.S.A. 18A:18A-15, when the entire cost of a Project exceeds \$20,000.00, the Board, through its authorized agent, shall upon the completion of the contract report to the department as to the contractor's performance, and shall also furnish such report from time to time during performance if the contractor is then in default.

### **RECORD MAINTENANCE**

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

### **INSURANCE**

The successful bidders shall be required to comply with the insurance requirements set forth in the form of Owner/Contractor agreement included in the bid specifications.

# **LINDEN BOARD OF EDUCATION**

## **BIDDING DOCUMENTS**

The bidding documents consist of the following items:

- **ADVERTISEMENT**
- **ADDENDA, if issued**
- **CLARIFICATIONS, if issued**
- **INSTRUCTIONS TO BIDDERS**
- **BID FORMS**
- **PROPOSED FORM OF AGREEMENT**
- **POLITICAL DISCLOSURE STATEMENT**
- **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**
- **CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS**
- **SPECIFICATIONS:**           **As provided herein.**

# **LINDEN BOARD OF EDUCATION**

## **BIDDER'S CHECKLIST**

THE FOLLOWING CHECKLIST MUST BE PROPERLY COMPLETED WITH THE BID PACKAGE AND SUBMITTED TO THE BOARD AS PART OF THE BID DOCUMENTS.

### **ITEM**

REVIEWED THE CONTRACT DOCUMENTS WORK, SITE, LOCALITY, AND ALL LOCAL CONDITIONS AND LAWS AND REGULATIONS THAT IN ANY MANNER MAY AFFECT COST, PROGRESS, PERFORMANCE OR FURNISHING OF WORK	<input type="checkbox"/>
BIDDER'S PROPOSAL (SIGNED, DATED AND BID ON ALL ALTERNATES APPLICABLE TO THE WORK)	<input type="checkbox"/>
ACKNOWLEDGED ALL ADDENDA ON BIDDER'S PROPOSAL, WHERE APPLICABLE	<input type="checkbox"/>
OWNERSHIP DISCLOSURE CERTIFICATE	<input type="checkbox"/>
COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT	<input type="checkbox"/>
AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED BIDDERS	<input type="checkbox"/>
PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE	<input type="checkbox"/>
NON-COLLUSION AFFIDAVIT	<input type="checkbox"/>
BIDDER'S CONTRACTOR CERTIFICATION OF QUALIFICATIONS AND CREDENTIALS AFFIDAVIT	<input type="checkbox"/>
AGGREGATE RATING CERTIFICATION (OR FORM DPMC 701-UNCOMPLETED CONTRACTS AFFIDAVIT)	<input type="checkbox"/>
CERTIFICATE OF EQUAL OPPORTUNITY	<input type="checkbox"/>
AFFIRMATIVE ACTION QUESTIONNAIRE	<input type="checkbox"/>
CERTIFICATION OF NO MATERIAL CHANGE OF CIRCUMSTANCES	<input type="checkbox"/>
BID BOND, CERTIFIED CHECK, CASHIER'S CHECK OR ANY COMBINATION THEREOF IN AN AMOUNT NO LESS THAN TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)	<input type="checkbox"/>

## **LINDEN BOARD OF EDUCATION**

REVIEWED FORM OF OWNER/CONTRACTOR AGREEMENT AND SPECIFICATIONS

☐

PROVIDED CURRENT NEW JERSEY DEPARTMENT OF LABOR CONTRACTOR REGISTRATION CERTIFICATE (P.L. 1999 C. 238)

☐

PROVIDED CURRENT DEPARTMENT OF TREASURY, DIVISION OF PROPERTY MANAGEMENT (DPMC) CLASSIFICATION CERTIFICATE

☐

PROVIDED CURRENT BUSINESS REGISTRATION CERTIFICATE AND TRADE LICENSE, WHERE APPLICABLE (WITHIN TIME PERMITTED BY LAW)

☐

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

☐

C.271 POLITICAL DISCLOSURE STATEMENT

☐

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

☐

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS

☐

**NOTES:**      **The failure to complete and submit all of the above documents with your bid proposal may result in the rejection of your proposal.**

By placing a checkmark in the boxes provided above, I acknowledge having read and fully understand all the requirements of each of the documents referenced herein.

\_\_\_\_\_  
BIDDER (Signature)

DATED: \_\_\_\_\_

\_\_\_\_\_  
BIDDER (Print Name)

## **LINDEN BOARD OF EDUCATION**

### **STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of**

**Organization:** \_\_\_\_\_

**Organization**

**Address:** \_\_\_\_\_

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

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

#### **Part II**

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

**OR**

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

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

<b>Name of Individual or Business Entity</b>	<b>Home Address (for Individuals) or Business Address</b>

## **LINDEN BOARD OF EDUCATION**


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

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

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

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

<b>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</b>	<b>Home Address (for Individuals) or Business Address</b>

### **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 ***Linden Board of***

## **LINDEN BOARD OF EDUCATION**

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

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

# **LINDEN BOARD OF EDUCATION**

## **COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT**

Bidder's Past Record under the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, inclusive) and all acts amendatory thereof and supplemental hereto.

Special Instructions: Answer each question with a "yes" or "no" entered in the space provided and furnish additional information when required.

1. Has the Bidder been notified pursuant to N.J.S.A. 34:11-56.37 that it has been blacklisted, suspended, or debarred for failure to pay prevailing wages as required by the New Jersey Prevailing Wages Act? \_\_\_\_\_
2. Has any person having an "Interest" in the Bidder within the meaning of N.J.S.A. 34:11-56.38 been blacklisted, suspended or debarred as aforesaid? \_\_\_\_\_
3. Has any person having an "Interest" in the Bidder within the meaning of N.J.S.A. 34:11-56.38 had any "Interest" as aforesaid in any firm, corporation, or partnership which has been blacklisted, suspended or debarred as aforesaid? \_\_\_\_\_
4. If the answer to any of the aforesaid questions is "Yes," annex a full statement showing the date of the action taken by the Commissioner of Labor and Workforce Development, the subsequent action, if any, taken with respect to such action of the Commissioner, the name of the person, firm, corporation or partnership blacklisted, suspended or debarred by the commissioner, and the nature, character and extent of the interest existing between the Bidder and the name which was blacklisted, suspended or debarred as aforesaid.
5. Have you made application for certification pursuant to "The Public Works Contractor Registration Act" (PL 1999 C238)? Attach copy of current certificate, or, if pending, a copy of the completed application and proof of payment of the application fee.

\_\_\_\_\_  
BIDDER (Signature)

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

**NOTE:** FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN THE REJECTION OF YOUR BID.

**LINDEN BOARD OF EDUCATION**

**AFFIDAVIT REGARDING LIST OF DEBARRED,  
SUSPENDED OR DISQUALIFIED BIDDERS**

STATE OF NEW JERSEY/\_\_\_\_\_  
Specify, of Other

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

I, \_\_\_\_\_, of the (City, Town, Borough) of  
\_\_\_\_\_ State of \_\_\_\_\_, of full age,  
being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm  
of \_\_\_\_\_ the Bidder making the Proposal for the above  
named Project, and that I executed the said Proposal with full authority to do so; that said Bidder  
is not at the time of the making this bid included on the New Jersey State Department of Labor  
and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey  
Consolidated Debarment Report or the Federal Debarred Debarment List.

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

By: \_\_\_\_\_  
(Signature of Authorized Representative)

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

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify Other State  
My Commission Expires \_\_\_\_\_ 20\_\_.

**NOTE:** FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR  
PROPOSAL MAY RESULT IN THE REJECTION OF YOUR BID

**LINDEN BOARD OF EDUCATION**

**PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE**  
**(N.J.S.A. 18A:18A-4)**

1. Within the past ten (10) years, have you been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with a board of education or the New Jersey Schools Development Authority, or the New Jersey Economic Development Authority?

\_\_\_\_\_ yes      \_\_\_\_\_ no      If yes, please explain:

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2. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a board of education or the New Jersey Schools Development Authority or the New Jersey Economic Development Authority to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract?

\_\_\_\_\_ yes      \_\_\_\_\_ no      If yes, please explain:

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**LINDEN BOARD OF EDUCATION**

3. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a board of education or the New Jersey Schools Development Authority or the New Jersey Economic Development Authority to look to your surety for completion of the contract or tender of the costs of completion?

\_\_\_\_\_ yes      \_\_\_\_\_ no      If yes, please explain:

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4. Within the past ten (10) years, have you been debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of the contract award, whether the action was based on experience with a board of education, the New Jersey Schools Development Authority or the New Jersey Economic Development Authority, or any another entity?

\_\_\_\_\_ yes      \_\_\_\_\_ no      If yes, please explain:

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**LINDEN BOARD OF EDUCATION**

I hereby certify that the above statements are true and accurate as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

By: \_\_\_\_\_  
(Signature of Authorized Representative)

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

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify Other State  
My Commission Expires \_\_\_\_\_ 20\_\_.

**LINDEN BOARD OF EDUCATION**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY/\_\_\_\_\_

Specify, of Other

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

I, \_\_\_\_\_, of the (City, Town, Borough) of \_\_\_\_\_ State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the Bidder making the Proposal for the above named Projects, and that I executed the said Proposal with full authority 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, and the State of New Jersey relies upon the truth of 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

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

By: \_\_\_\_\_  
(Signature of Authorized Representative)

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

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/

Specify Other State

My Commission Expires \_\_\_\_\_ 20\_\_

**NOTE:** FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN THE REJECTION OF YOUR BID.

**LINDEN BOARD OF EDUCATION**

**AGGREGATE RATING CERTIFICATION**

**BIDDER**

Pursuant to N.J.A.C. 17:19-2.13, I hereby certify that the submission of its bid for the Project, including consideration of its backlog of uncompleted construction work, including public and private contracts, will not cause the firm of \_\_\_\_\_ [insert name of firm] to exceed its aggregate rating limit.

\_\_\_\_\_  
BIDDER (Signature)

\_\_\_\_\_  
(Print Name)

# **LINDEN BOARD OF EDUCATION**

## **CERTIFICATE OF EQUAL OPPORTUNITY**

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

**Project No.** \_\_\_\_\_

### **INSTRUCTIONS**

This certification is required pursuant to executive order 11246, Part II, 203(B), (30 C.F.R. 12319-25). Each Bidder is required to state in its Bid whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable filing requirements.

### **CONTRACTOR'S CERTIFICATE**

**Contractor's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

1. Bidder has participated in previous contract or subcontract subject to the equal opportunity clause. Yes \_\_\_\_\_ No \_\_\_\_\_
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, state what reports were filed and with what agency.
3. Bidder has filed all compliance reports due under applicable instructions. Yes \_\_\_\_\_ No \_\_\_\_\_
4. If answer to Item 3 is "No", please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001.)

\_\_\_\_\_  
(Name and Title of Signer - Please Type)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

**NOTE:** FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN THE REJECTION OF YOUR BID.

## **LINDEN BOARD OF EDUCATION**

### **AFFIRMATIVE ACTION QUESTIONNAIRE**

The following question must be answered by all prospective contractors.

Do you have a Federal Letter of Affirmative Action Plan Approval from the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP)?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a photostatic copy of such approval. This letter cannot be more than one year old from the date of instance.

If no, the prospective Contractor may still bid on the Project as long as the question is answered.

---

BIDDER'S NAME (PRINT)

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BIDDER (SIGNATURE)

**NOTE:** FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN THE REJECTION OF YOUR BID.

**LINDEN BOARD OF EDUCATION**

**CERTIFICATION OF NO MATERIAL CHANGE OF CIRCUMSTANCES**

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

1. A statement as to the financial ability, adequacy of plant equipment, organization and prior experience of the Bidder, as required by N.J.S.A. 18A:18A-28 has been submitted to the Department of Treasury within a period of one year preceding the date of opening of bids for this contract.
2. I certify, as required by N.J.S.A. 18A:18A-32, that there has been no material adverse change in the qualification except:

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\_\_\_\_\_  
(Name and Title of Signer - Please print or type)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**NOTE:** FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN THE REJECTION OF YOUR BID.

**LINDEN BOARD OF EDUCATION**

**CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT**

State of New Jersey

County of \_\_\_\_\_

STATE OF NEW JERSEY/\_\_\_\_\_  
Specify, of Other

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

I, \_\_\_\_\_, of the (City, Town, Borough) of  
\_\_\_\_\_ State of \_\_\_\_\_, of full age,  
being duly sworn according to law on my oath depose and say that:

I am of the firm of \_\_\_\_\_, the Bidder making the  
proposal for the above named Project ("Contractor"), and that I executed said proposal with full  
authority to do so; and that said Contractor, pursuant to N.J.S.A. 18A:18A-23, certifies that it owns,  
leases or controls all the necessary equipment required by the Plans, Specifications and  
Advertisements under which Bids are asked for.

If the Bidder is not the actual owner or lessee of any such equipment, this Certificate shall  
state the source from which the equipment will be obtained, and shall be accompanied by a  
certificate from the owner or person in control of the equipment required during such time as may  
be necessary for the completion of that portion of the contract.

\_\_\_\_\_  
(also type or print name of affiant under signature)

**LINDEN BOARD OF EDUCATION**

By: \_\_\_\_\_  
(Signature of Authorized Representative)

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

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify Other State  
My Commission Expires \_\_\_\_\_ 20\_\_.

**NOTE:**        FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR  
                     PROPOSAL MAY RESULT IN THE REJECTION OF YOUR BID.

# **LINDEN BOARD OF EDUCATION**

## **EXHIBIT B**

### **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**

### **CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employees 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 or 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided by the Public Agency Compliance officer setting forth provisions of the nondiscrimination clause.

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

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

## **LINDEN BOARD OF EDUCATION**

### **EXHIBIT B** *(continued)*

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

- A) If the contractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor, shall within three (3) business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it full fills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly consistent with this chapter. If the contractor or subcontractor’s or subcontractor’s prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (b) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in the chapter.
- B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  - (1) To notify the public agency compliance officer, the Department of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

## **LINDEN BOARD OF EDUCATION**

### **EXHIBIT B** *(continued)*

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job opening, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources un the area;
- (5) If it is necessary to lay off some of the workers in a given trade on construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor;
  - (i) The contractor or subcontractor shall interview the referred minority or woman worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualifications lower than that required in order to perform the work of the construction trade, the contractor or subcontractors shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Department of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

## **LINDEN BOARD OF EDUCATION**

### **EXHIBIT B** *(continued)*

- (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Department of LWD, Construction EEO Monitoring Program, the contractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Department of LWD, Construction EEO Monitoring Program.
  - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Department of LWD, Construction EEO Monitoring Program upon request.
- C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission pursuant to such agreement or arrangement. However, where the practice of a union or apprenticeship program for admission, pursuant to such exclusion of minorities and women or the failure to refer minorities consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women or minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

## **LINDEN BOARD OF EDUCATION**

### **EXHIBIT B** *(continued)*

After notification of award, but prior to signing a construction, the contractor shall submit to the public agency compliance officer and the Department of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA201) electronically provided to the public agency by the Department of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance the N.J.A.C.17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

- D) The contractor and its subcontractors shall furnish such reports or other documents to the Department of LWD, Construction EEO Monitoring Program as may be requested by the Department of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of those regulations, and public agencies shall furnish such information as may be requested by the Department of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C.17:27)**.

## **LINDEN BOARD OF EDUCATION**

### **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM** **Contractor Instructions**

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

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

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

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

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

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

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

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

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

\*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.”

**LINDEN BOARD OF EDUCATION**

**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 TEN (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)

# **LINDEN BOARD OF EDUCATION**

## Continuation Page

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page \_\_\_\_ of \_\_\_\_

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

[illegible]☐ Check here if the information is continued on subsequent page(s)

## **LINDEN BOARD OF EDUCATION**

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

**County Name: Union**

State: Governor, and Legislative Leadership Committees

Legislative District #: 20, 21, 22 & 29

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):

Berkeley Heights Township

Kenilworth Borough

Roselle Park Borough

Clark Township

Linden City

Scotch Plains Borough

Cranford Township

Mountainside Borough

Springfield Township

Elizabeth City

New Providence Borough

Summit City

Fanwood Borough

Plainfield City

Union Township

Garwood Borough

Rahway City

Westfield Town

Hillside Township

Roselle Borough

Winfield Township

Boards of Education (Members of the Board):

Berkeley Heights Township

Linden City

Scotch Plains-Fanwood Regional

Clark Township

Mountainside Borough

Springfield Township

Cranford Township

New Providence Borough

Union Township

Elizabeth City

Plainfield City

Westfield Town

Garwood Borough

Rahway City

Winfield Township

Hillside Township

Roselle Borough

Kenilworth Borough

Roselle Park Borough

Fire Districts (Boards of Fire Commissioners);

None

## **LINDEN BOARD OF EDUCATION**

### **LINDEN BOARD OF EDUCATION DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**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 Linden Board of Education ("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 District 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 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.**

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 (*continued*)

## **LINDEN BOARD OF EDUCATION**

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

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

**LINDEN BOARD OF EDUCATION**



## **LINDEN BOARD OF EDUCATION**

### **CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

**CONTRACT / BID SOLICITATION TITLE**

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**CONTRACT / BID SOLICITATION No.**

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#### **CHECK THE APPROPRIATE BOX**

☐ I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),<sup>1</sup> section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

**OR**

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the ☐ contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law. **Description of Prohibited Activity**

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*Attach Additional Sheets If Necessary.*

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<sup>1</sup> Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

## **LINDEN BOARD OF EDUCATION**

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90<sup>th</sup> day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

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Signature of Authorized Representative

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Date

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Print Name and Title of Authorized Representative

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Vendor Name

# **LINDEN BOARD OF EDUCATION**

## **SPECIFICATIONS FOR MAINTENANCE AND REPAIR WORK, TIME AND MATERIAL RATES FOR VARIOUS TRADES I – 2023-2024**

Bidders are to contact Mr. Jason Andersen and Mr. Rolando Ramirez, Supervisors of Maintenance, at 908-862-0950, Ext. 8550 to arrange for site visits. The names and addresses of the facilities where work may be done are:

<b><u>FACILITY</u></b>	<b><u>ADDRESS</u></b>
Administration Building	2 E. Gibbons Street
Linden High School	121 W. St. Georges Avenue
Linden Academy of Science & Technology	128 W. St. Georges Avenue
McManus Middle School	300 Edgewood Road
Soehl Middle School	301 E. Elm Street
School #1	728 N. Wood Avenue
School #2	1700 S. Wood Avenue
School #4	1602 Dill Avenue
School #5	1014 Bower Street
School #6	19 E. Morris Avenue
School #8	500 W. Blancke Street
School #9	Kent Place & Deerfield Terrace
School #10	2801 Highland Avenue
Field House	700 W. Curtis Street
Maintenance Building	10 Donaldson Place
Professional Development Center	100 Edgewood Road
Academy of Excellence	170 Hussa Street

# **LINDEN BOARD OF EDUCATION**

## **TECHNICAL SPECIFICATIONS FOR MAINTENANCE AND REPAIR WORK, TIME AND MATERIAL RATES FOR VARIOUS TRADES I – 2023-2024**

### **DIVISION 1 -- GENERAL REQUIREMENTS**

#### **1.0 CODES**

All work shall be done in strict accordance with the New Jersey State Uniform Construction Code and the New Jersey Uniform Code.

#### **2.0 EQUIPMENT FURNISHED**

Where equipment replacements for new installations are required and unless otherwise specified, the Contractor shall furnish and install new equipment not rebuilt equipment, by the same manufacturer as existing installations. In general and when available, model numbers of new equipment shall match the model numbers of existing equipment, except that where the manufacturer has available newer replacement models of improved function or maintainability which are fully compatible with other existing system equipment, the newer model shall be furnished.

Where the requirement above to match existing installations does not apply and where the Owner's specifications mention only one manufacturer's product, substitutions may be made only upon approval of the Owner. Where a contractor proposes a substitute, he must request approval after giving a complete description and submitting a sample if requested.

#### **3.0 PATCHING**

Any surfaces disturbed or exposed by the Contractor during installations and removals shall be finished including painting to match surrounding surfaces using similar materials.

#### **4.0 CLEANLINESS OF WORK**

The Contractor shall at all times maintain all areas in and about the work in a neat and safe condition. The Contractor shall remove trash and all other waste resulting from the work from the site. Use of Owner's trash receptacle is forbidden for disposal of any removals, rubbish, or waste resulting from the work under this contract.

#### **5.0 SCHEDULES**

All work shall be scheduled with the approval of the Owner and shall not interfere unduly with building operations.

# **LINDEN BOARD OF EDUCATION**

## **6.0 SPECIFICATIONS AND DRAWINGS**

The Owner may for some work items supply supplementary specifications and/or drawings describing the work items. All materials, equipment and work must conform to such specifications and drawings, and such supplementary specifications supersede the specification in the original contract documents where in conflict.

## **7.0 LICENSES AND CERTIFICATIONS**

Contractor (and its subcontractors) must possess all licenses and certifications necessary to perform the work.

## **8.0 SUBSTITUTIONS FOR SPECIFIED ITEMS**

Where specifications mention only one manufacturer's product, substitutions may be made only upon approval of the owner. Where the Contractor proposes a substitute, he must request approval after giving a complete description and submitting a sample is requested.

## **9.0 WORKMANSHIP**

All work must be done by qualified workmen and performed in a neat and workmanlike manner. Contractor must use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts, and who are familiar with the specified requirements and the methods needed for the proper performance of work.

All equipment, materials, and work must conform to the specifications and any additional specifications and/or drawings prepared by Owner, which are issued to define work items under this contract.

Corrections to the work, which are required due to poor workmanship or due to the contractor's failure to follow specifications and drawings, if applicable, shall be corrected at the contractor's expense.

## **10.0 GUARANTEES AND WARRANTIES**

All installations including all materials, equipment, and installation labor shall be warranted by the contractor free of defects for a period of not less than one (1) year after completion for labor and not less than one year for equipment and materials. The one (1) year period for correction of defects shall be extended an additional one (1) year from the date of correction.

Where equipment manufacturers provide a warranty for a longer period, the contractor shall provide a warranty for such equipment for the entire period of the manufacturer warranty. All warranties and guarantee provided by vendors for equipment and materials shall be delivered to the owner prior to payment for the work.

## **LINDEN BOARD OF EDUCATION**

### **11.0 PERMITS, INSPECTIONS & CERTIFICATES**

The contractor at Owner's expense shall obtain all permits, inspections and certificates required by local and state building code officials. Certificates shall be delivered to the Owner prior to request for final payment.

# **LINDEN BOARD OF EDUCATION**

## **DIVISION 15 -- MECHANICAL**

### **1.0 MATERIALS**

#### **1.1 MINOR REPAIRS**

All materials for minor repairs such as pipe, fittings, and pumps shall match exiting materials in type and size except where otherwise specified or requested by the Owner except that where existing installations are not in compliance with applicable codes the requirements of the codes shall prevail. For new runs of piping systems, use materials as specified below.

#### **1.2 CITY WATER AND DOMESTIC HOT WATER PIPING**

Materials shall match existing except that for new systems with only minor connections to existing systems city water and domestic hot water piping shall be Type L copper tubing with wrought copper, cast brass, or bronze fittings.

#### **1.3 GAS PIPING**

Gas piping shall be schedule 40 black steel pipe, ASTM A53, with 300 LB, malleable iron, screwed fittings. The minimum size for gas piping shall be 1".

#### **1.4 STEAM AND HEATING HOT WATER PIPING**

Materials and fittings shall match existing.

#### **1.5 PIPE HANGERS**

Install adjustable clevis type. Steel hangers for copper pipe must be copper coated. Spacing for horizontal copper piping shall be not more than the following schedule:

<b>Pipe Size, Copper</b>	<b>Maximum Spacing</b>
1-1/4" and smaller	6'
1-1/2" and larger	12'

Hanger spacing for horizontal steel piping shall be not more than the following schedule:

<b>Pipe Size, Copper</b>	<b>Maximum Spacing</b>
1-1/4" and smaller	8'
1-1/2" and larger	12'

## **LINDEN BOARD OF EDUCATION**

Hanger rods shall be steel, threaded, with nuts and lock nuts, sized per the following schedule:

<b>Pipe Size</b>	<b>Rod Size</b>
1-1/2" and under	3/8"
1-1/2" to 2-1/2"	1/2"
3" to 6"	5/8"
8" and over	3/4"

Secure all hanger rods to approved type beam clamps, expansion bolts, or angle clips with suitable inserts.

### **2.0 PIPING JOINTS**

For screwed pipe, use Teflon tape or pipe joint compound placed on the male threads only.

For copper pipe, solder shall be means of suitable flux and 95% tin - 5% antimony solder. Lead bearing solder shall never be used under any circumstances.

### **3.0 PIPING INSTALLATION**

All piping shall be run parallel to building lines except where slopes are required. Piping shall not run above electrical panels.

Provide sufficient unions or flanges to permit removal of all fittings and equipment without disassembly of piping without breaking of pipelines or fittings.

Dissimilar piping shall be joined with dielectric connectors.

Piping shall not be exposed in areas other than mechanical rooms or other areas normally accessed by other than the maintenance and custodial staff.

### **4.0 INSULATION**

All new hot and cold water piping shall be insulated. All insulation materials shall have fire and smoke hazard ratings as tested by Procedure ASTM E-84, NFPA 255, and UL 73, not to exceed flame spread of 25, fuel contributed of 50, and smoke developed of 50.

Piping 2" and below shall be insulated with fiberglass insulation. Piping larger than 2" shall have a 2" wall thickness.

Pipe insulation shall be jacketed Owens-Corning Fiberglass ASJ/SSL-II with dual adhesive self-sealing laps (adhesive strips on both jacket and jacket flap.

Fittings (except for union, which shall not be insulated,) shall be insulated with pre-molded, fiberglass, jacketed fittings of thickness equal to the adjoining pipe insulation. Such pre-molded insulation shall be rated for the temperature of the medium insulated.

## **LINDEN BOARD OF EDUCATION**

Mitered sections of jacket pipe insulation covered with an extra layer of glass cloth imbedded in two coats of adhesive are acceptable for fittings for which pre-molded insulation is not manufactured. Fittings 2" and smaller may be insulated with insulation cement of equal thickness to the adjoining pipe insulation and covered with glass cloth imbedded on two coats of the appropriate adhesive described below.

Seal all butt joints on pipe runs and all fitting joints with tape and in addition provide aluminum or stainless steel bands on either side of each butt joint, except bands are not required on fittings.

### **5.0 TEMPERATURE CONTROL**

Prior to completion of each service call, the Contractor shall check that the air supply on pneumatic systems is clean and dry, that day and night pressures are appropriate, that air filters are clean, that tanks are drained of moisture, and that all panel day/auto/night switches are in the position desired by Owner's custodian.

For systems supervised by an energy management system, the Contractor shall check with the Owner's custodian prior to system adjustments requiring modification or overriding of the energy management system.

When modifying or adjusting any temperature control component in a space, the entire unit ventilator, HV, HVAC, or radiation system serving the space shall be inspected for calibration and correct operating sequence. The mechanic shall notify the Owner prior to any corrective action where such inspections take place.

### **6.0 GAS BURNER SERVICE**

Prior to completion of each burner service call, the mechanic shall check by actual operation that the following are functioning properly or otherwise within normal limits:

- ✓ Burner high and low rates
- ✓ Stack smoke levels
- ✓ Condensate pumps
- ✓ Water levels
- ✓ Burner ignition and operating sequence
- ✓ Flame scanner
- ✓ Temperature and pressure modulating and operating high limits
- ✓ Temperature and pressure safety high limits
- ✓ Low Water cut-offs
- ✓ City water makeup feeders
- ✓ Expansion tank level and makeup
- ✓ Flame stability
- ✓ Combustion efficiency
- ✓ Gas train components

## **LINDEN BOARD OF EDUCATION**

The mechanic shall remain on site until the boilers have reached normal operating temperature or pressure. Interruptions to boiler operations or adjustments to operating controls shall not be made without the knowledge and agreement of the Owner's licensed operating engineer responsible for the boiler operation.

# **LINDEN BOARD OF EDUCATION**

## **DIVISION 16 -- ELECTRICAL**

### **1.0 MATERIALS TO BE UL LISTED**

All materials shall be UL approved for the intended service and equipment and panels shall have UL labels attached.

### **2.0 VERIFICATION OF CURRENT LOADINGS**

The Contractor prior to adding or modifying wiring such as to increase the load on any existing conductors, over-current protection devices, disconnect, switch, switch board, branch circuit panel, or other equipment for which the current loading is subject to the National Electrical Code shall verify that the final loading will be in accordance with the NEC, or, where such verification cannot reasonable be made, shall prior to making any modifications first seek the direction of Owner.

### **3.0 CONDUCTORS**

All new conductors shall be stranded, copper wire and shall be stamped with the manufacturer's name, conduct size, grade of insulation and voltage. Wires shall be color-coded with a separate color for each phase, neutral, and ground. Colors shall be used consistently for all installations.

All new conductors shall be marked with identifying numbered tags at each termination.

All new conductors shall be not less than #12 AWG except for conductors completely contained within control panels or motor starters. All insulation on new conductors shall be type THHN except where otherwise required by the NEC and shall be rated for 600 volts.

### **4.0 WIRE TERMINATIONS**

For new installations, fasten wire to terminals with Buchanan, T&B, Burndy, or OZ approved mechanical connections.

### **5.0 RACEWAYS**

All raceways shall be concealed except other than mechanical rooms or other areas normally accessed by other than the maintenance and custodial staff unless specifically authorized by Owner. Where surface mounted raceways are authorized, use Wiremold Series #200 or #500 with all fitting by Wiremold.

New raceways shall be EMT of not less than 1/2" diameter except where otherwise required by these specifications or the National Electrical Code, Fittings on EMT shall be compression type.

Where flexibility is required at final connections to motors, controls, or other devices for maintenance or vibration isolation, NEC approved liquid-tight, flexible conduit shall be used except that flexible metal conduit may be used when the installation is not less than four feet above the floor and the area is not subject to moisture including drips from piping.

## **LINDEN BOARD OF EDUCATION**

Such flexible metal conduit shall not exceed 48" in length. A grounding conductor shall be installed in all flexible metal conduits.

Fixture whips for recessed fixture in hung ceiling may be BX (armored cable) not exceeding 6' in length.

All conduits shall be cut square and reamed smooth. Insulating bushings shall be used wherever rigid conduit, EMT or flexible metal conduit enters boxes, panels, and fittings.

Support every run of EMT not less than every ten feet and within three feet of fixtures, outlets, and panels. Provided sleeves where conduit passes through walls. Support flexible metal conduit as required by the NEC.

All raceways shall be run parallel to building lines and shall be vertically plumb.

### **6.0 JUNCTION AND PULL BOXES**

Junction and pull boxes shall be formed of hot dipped galvanized sheet steel. Access shall be by means of screw covers.

### **7.0 BALLASTS**

All fluorescent ballasts installed shall be electronic type manufactured by Triad-Utrad, Division of Magnetek, Inc., or EBT, Inc.

### **8.0 FLUORESCENT LAMPS**

All fluorescent lamps installed shall be type LW (34-watt high efficiency, LW phosphor) where available.

# **LINDEN BOARD OF EDUCATION**

## **ROOFING MAINTENANCE AND LEAK REPAIR SERVICES**

### **DIVISION -1 GENERAL REQUIREMENT – SECTION 01010 SUMMARY OF WORK**

#### **PART 1 – GENERAL**

##### **1.1 RELATED DOCUMENTS:**

Attached **GENERAL AND SUPPLEMENTARY GENERAL CONDITIONS** of the **CONTRACT** form a part of the specifications for **ROOFING MAINTENANCE AND LEAK REPAIR SERVICES**.

##### **1.2 SUMMARY:**

- A. This section of the Specifications shall be taken to include all labor, supervision, equipment, tools, and materials, transportation and all means necessary to perform **Roofing Maintenance and Leak Repair Services**.
- B. For convenience, the following specification has been arranged under the titles of subcontractor's work generally recognized by the trades. It is not the intention of this specification however, to require the subcontracts to be let according to this, or any other arrangement.
- C. Since the Contractor is required to give certain guarantees, he is cautioned against neglecting to require such guarantees, from his subcontractors.
- D. Prepare all surfaces as needed including cleaning, scraping, cutting, priming, etc. for installation and application of the new materials.
- E. **Contractors are liable and responsible for sequence of operations and for determining the best, most efficient, effective, compatible and suitable installation techniques, methods, procedures, etc. Contractors are responsible for damages to all existing materials and permanent finishes resulting from improper methods or materials and/or from unsuitable or incompatible techniques or operations. The Contractor shall be in charge of and responsible for the entire operation, from the beginning of the construction until all work is accepted by the Owner or Architect.**
- F. **Contractors shall adhere to all environmental regulations and shall be responsible for any and all damages relating to negligence in the selections and/or use of hazardous materials and/or methods, and/or for the discharge of same into the air, into the ground, into public water or sewer systems.**
- G. Contractors are responsible to verify, all existing dimensions, details, slope of roof, type of roofing system being repaired.
- H. Contractors are responsible and are required to comply with all OSHA Regulations.

## **LINDEN BOARD OF EDUCATION**

- I. Contractor is responsible for the removal of all-existing roofing components as are required to accommodate any repair and/or the new installation work.
- J. Contractor is responsible for any damages caused to the existing roofing, building components or equipment to remain.
- K. Any new visible exterior fastener needed is to be rustproof.
- L. Contractor is responsible for a complete and through removal of mastics, coatings, cement, etc., is critical to acquire positive bonding of all new materials.
- M. Contractor is required to raise, lower, remove and replace existing equipment, piping, conduit, etc. to accommodate all new work.
- N. Installations will conform to manufacturer's recommended procedures and industry standards.
- O. All work shall be performed in strict accordance with the NJ State Uniform Construction Code and the NJ Uniform Code.
- P. All new material installed must be compatible with existing roofing system components to remain.
- Q. Contractor shall at all times maintain all areas in and about the work in a neat and safe condition, All trash and debris must be removed from the site at the end of each day. The use of Owners trash receptacles are forbidden.
- R. All work shall be scheduled with the Owner and shall not interfere with building operations.
- S. The contractor shall obtain all permits, inspections and certificates that may be required by local or state authorities. Permit cost if any will be reimbursed by the Owner. Copies of Permits and/or Certificates are to be submitted with final payment.
- T. Contractors are responsible for the conduct of all employees.
- U. If the removal and replacement of defective roofing drains and related piping, etc. will be deemed as a disturbance to the teachers or students must be accomplished after schools hours.
- V. Contractor **MUST** comply with the Prevailing Wage Rate Guidelines and Posted Hourly Rates.
- W. Contractors are required to identify existing roofing system components and existing decking types prior to repair.

## **LINDEN BOARD OF EDUCATION**

### **1.3 SPECIFICATIONS OR DRAWINGS:**

- A. Typical sequence of operation for all repair orders:
  - 1. Architect will issue to the Contractor a roof plan (8-1/2"x11") indicating the approximate location where the leak was reported.
  - 2. Contractor will respond with 24 hours and inform the Owner/Architect of the cause of leak and the approximate cost to repair. No work will begin until authorized by the Owner.
  - 3. Upon arrival to the site, Contractor shall immediately report to the main office to sign in, obtain badge and gain access to roof area. Once repair is complete, contractor is required to sign out.
  - 4. Contractor shall investigate and coordinate areas to be worked on with the Custodial Supervisor or Staff.
  - 5. All applications for Payment are to be submitted to the Architect for review and approval and must be accompanied with before and after photos of the area repaired, copy of the roof plan issued and material quantity list.
  - 6. Contractors must be approved by the various material manufacturers for all areas covered by a valid warranty. (Tremco, Garland, SR Products).

### **1.4 WARRANTIES AND GUARANTEES:**

- A. All installations including all materials, equipment and installation labor shall be warranted by the contractor free of defects for a period of not less than one-year after completion for labor, equipment and materials. The one (1) year warranty period shall be extended an additional one (1) year from the date of repair, replacement or correction.
- B. All repairs and/or system replacement work must conform to the existing roofing system manufacturers recommended repair procedures and to industry standards.

### **1.5 CORRESPONDENCE:**

- A. The Contractor shall keep in his office a careful record of all correspondence pertaining to his work.

### **1.6 ENCLOSURE PROTECTION:**

- A. Erect protective barriers to protect staff and students from any potential danger due to the construction procedures of any of the contractors. Stored materials should be protected. Particular care should be taken during demolition procedures, and work being performed on the exterior of the buildings.

## **LINDEN BOARD OF EDUCATION**

- B. Provide dust-proof protection barriers to separate any individual area of work from Owner occupied remaining portions of the building included in this work.
- C. Contractor is to provide necessary safety barrier tape, warning signs, barricades, etc., on the roof and ground during repair and maintenance operations.
- D. Safety devices must be able to hold the weight of a workman and prevent tools, materials, debris, etc. from falling through any open roof area.
- E. Contractor is to erect perimeter edge protection barriers for safety of all personnel on the roof.

# **LINDEN BOARD OF EDUCATION**

## **BID FORM**

### **MAINTENANCE AND REPAIR WORK, TIME AND MATERIAL RATES FOR VARIOUS TRADES I – 2023-2024**

1. BIDDER agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the contract documents to perform and furnish all work if requested by OWNER as specified or indicated in the Contract Documents for the contract price indicated in its bid and within the contract times set forth in the Contract documents and in accordance with the other terms and conditions of the contract documents.
2. BIDDER agrees to all of the terms and conditions of the public notice and specifications, including without limitation those dealing with the depository of bid security. This bid will remain subject to acceptance for sixty (60) days after the day of the bid opening. BIDDER will sign and submit the agreement with the other documents required by the bidding documents within fifteen days after the date of the Owner's notice of award.
3. In submitting this bid, BIDDER represents that:
  - A. BIDDER has examined all of the bidding documents and all of the addenda, if any.
  - B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  - C. BIDDER has given the Linden Board of Education written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Linden Board of Education is acceptable to bidder.
  - D. This bid is genuine and not made in the interest of or on behalf any disclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
  - E. It has a suitable quality insurance program, as well as an appropriate safety and health plan that it have in place during the term of this contract.

# **LINDEN BOARD OF EDUCATION**

## **BID FORM**

### **MAINTENANCE AND REPAIR WORK, TIME AND MATERIAL RATES FOR VARIOUS TRADES I – 2023-2024**

#### **1. TIME CHARGES**

ESTIMATED HOURS is the Owner's estimate of hours, which may be required for each type of workman shown under TRADE CHARGE PER HOUR is the bid charge in amounts per hour to Owner for work by qualified workman (licensed where required by law or regulation) of type shown. CHARGE PER HOUR includes all necessary tools, vehicles, equipment, payroll, taxes, fringe benefits, other overhead, and profit. **Actual hours under the contract may be more or less than the Estimated Hours, and the Contractor will be reimbursed for all authorized hours at the Bid Charge Per Hour.**

**TIME CHARGES** are the products of ESTIMATED HOURS X CHARGE PER HOUR for each TRADE.

#### **2. MATERIAL CHARGES**

ESTIMATED CONTRACTOR'S cost is Owner's estimate of costs of materials which Contractor may be required to furnish under each Contract. ESTIMATED CONTRACTOR'S COST is Contractor's actual cost of such materials, FOB Contractor's shop. MARKUP is the bid markup for Bidder's handling, storage, delivery, other overhead, and profit. Bidder proposes to furnish all materials required at Bidder's actual cost plus a percentage equal to the MARKUP percentage shown (which equals MARKUP/ESTIMATED CONTRACTOR'S COST on the line above). Actual cost of the material under the contract may be more or less than the Estimated Contractor's Cost, and the Contractor will be reimbursed for all authorized material costs at the bid MARKUP.

#### **3. CONTRACT ESTIMATED TOTAL CHARGES**

**Actual hours and actual materials required to be furnished under the contract may be more or less than the amounts shown. CONTRACT ESTIMATED TOTAL CHARGES is the sum of TIME CHARGES PLUS MATERIALS CHARGE times the estimated hours and materials shown.**

#### **4. BID PRICE EVALUATION**

**Bidder understands that bid price evaluation will be based on the Owner's Estimated Hours and the Owner's Estimated Contractor's Cost for materials and the bidder's Charges per Hour and Bidder's Markup Material % without regard for any errors made by the Bidder in tabulating other entrees on the bid forms.**

## **LINDEN BOARD OF EDUCATION**

### 5. SAMPLE CONTRACT PACKAGE

The Sample Contract Package below illustrates the method for entering bid price information on the following pages.

<b><u>CONTRACT PACKAGE SAMPLE</u></b>				
(SAMPLE TO ILLUSTRATE COMPLETION OF THIS FORM)				
<b><u>TIME CHARGES</u></b>				
<b>TRADE</b>	<b>ESTIMATED HOURS</b>		<b>CHARGE PER HOUR</b>	<b>TIME CHARGES</b>
TECHNICIAN	300 Hours	X	\$40.00 Per Hour	= <u>\$12,000.00</u>
TECHNICIAN'S HLPR.	300 Hours	X	\$20.00 Per Hour	= <u>\$ 6,000.00</u>
<b><u>MATERIAL CHARGE</u></b>				
<b>TYPE ESTIMATED CONTRACTOR'S COST MARKUP</b>				<b>MATERIAL</b>
<b>CHARGE</b>				
VARIOUS	\$2,000.00	+	<u>\$ 600.00</u>	= <u>\$ 2,600.00</u>
MATERIAL MARKUP % (PERCENTAGE OF CONTRACTOR'S COST): <u>30 %</u>				
CONTRACT ESTIMATED TOTAL CHARGES (Time + Material) = <u>\$20,600.00</u>				

### 6. CONTRACT PACKAGE AMOUNT

**Bidders must complete all items in the following Time and Materials Proposal for which each contract package for which the bidder is submitting a bid (see following pages).**

## **LINDEN BOARD OF EDUCATION**

### **CONTRACT PACKAGE #1**

### **BOILER REPAIRS & CLEANING**

#### **1. TIME CHARGES**

##### **BOILER MAKER**

TRADE	ESTIMATED HOURS		CHARGE PER HOUR		TIME CHARGES
FOREMAN	200 Hours	x	\$ _____ /Hour	=	\$ _____
JOURNEYMAN	200 Hours	x	\$ _____ /Hour	=	\$ _____

##### **BOILER CLEANING SERVICE**

##### **BOILER MAKER / MINOR REPAIRS**

TRADE	ESTIMATED HOURS		CHARGE PER HOUR		TIME LABORER
MECHANIC	200 Hours	x	\$ _____ /Hour	=	\$ _____

#### **2. MATERIAL CHARGE**

TYPE	ESTIMATED CONTRACTOR'S COST		MARKUP		MATERIAL CHARGE
VARIOUS	\$150,000.00	+	\$ _____	=	\$ _____

MATERIAL MARKUP % (PERCENTAGE OF CONTRACTOR'S COST): \_\_\_\_\_%

CONTRACT ESTIMATED TOTAL CHARGES (Time + Material) = \$ \_\_\_\_\_

**CONTRACTOR OR SUB-COTRACTOR MUST BE NEW JERSEY STATE R-1 CERTIFIED**

**CONTRACTOR MUST BE D.P.M.C. CLASSIFIED AS:**

**C033 BOILERS (NEW REPAIR)**

## **LINDEN BOARD OF EDUCATION**

### **CONTRACT PACKAGE #2**

### **CARPENTRY REPAIRS AND INSTALLATIONS**

#### **1. TIME CHARGES**

##### **CARPENTER**

TRADE	ESTIMATED HOURS		CHARGE PER HOUR		TIME CHARGES
FOREMAN	200 Hours	x	\$_____ /Hour	=	\$_____
JOURNEYMAN	200 Hours	x	\$_____ /Hour	=	\$_____
LABORER - CLASS "A"	200 Hours	x	\$_____ /Hour	=	\$_____
LABORER - CLASS "B"	200 Hours	x	\$_____ /Hour	=	\$_____
LABORER - CLASS "C"	200 Hours	x	\$_____ /Hour	=	\$_____

#### **2. MATERIAL CHARGE**

TYPE	ESTIMATED CONTRACTOR'S COST		MARKUP		MATERIAL CHARGE
VARIOUS	\$100,000.00	+	\$_____	=	\$_____

MATERIAL MARKUP % (PERCENTAGE OF CONTRACTOR'S COST): \_\_\_\_\_%

CONTRACT ESTIMATED TOTAL CHARGES (Time + Material) = \$\_\_\_\_\_

### **CONTRACTOR MUST BE D.P.M.C. CLASSIFIED AS:**

**C008 GENERAL CONSTRUCTION**

**OR**

**C009 GENERAL CONSTRUCTION / ALTERATIONS AND ADDITIONS**

## **LINDEN BOARD OF EDUCATION**

### **CONTRACT PACKAGE #3**

### **ELECTRICAL REPAIRS**

#### **1. TIME CHARGES**

##### **ELECTRICIAN**

TRADE	ESTIMATED HOURS		CHARGE PER HOUR		TIME CHARGES
FOREMAN	200 Hours	x	\$_____ /Hour	=	\$_____
JOURNEYMAN	200 Hours	x	\$_____ /Hour	=	\$_____
LABORER - CLASS "B"	200 Hours	x	\$_____ /Hour	=	\$_____
LABORER - CLASS "C"	200 Hours	x	\$_____ /Hour	=	\$_____

#### **2. MATERIAL CHARGE**

TYPE	ESTIMATED CONTRACTOR'S COST		MARKUP		MATERIAL CHARGE
VARIOUS	\$50,000.00	+	\$_____	=	\$_____

MATERIAL MARKUP % (PERCENTAGE OF CONTRACTOR'S COST): \_\_\_\_\_%

CONTRACT ESTIMATED TOTAL CHARGES (Time + Material) = \$\_\_\_\_\_

**CONTRACTOR MUST BE NEW JERSEY STATE LICENSED**

**CONTRACTOR MUST BE D.P.M.C. CLASSIFIED AS:**

**C047 ELECTRICAL\***

**\*PROVIDE A COPY OF LICENSE**

**LINDEN BOARD OF EDUCATION**

**CONTRACT PACKAGE #4**

**HVAC EQUIPMENT SERVICE**

**1. TIME CHARGES**

**AIR CONDITIONING**

TRADE	ESTIMATED HOURS		CHARGE PER HOUR	TIME CHARGES
JOURNEYMAN (MECHANIC)	200 Hours	x	\$_____ /Hour	= \$_____
LABORER - CLASS "B"	200 Hours	x	\$_____ /Hour	= \$_____

**2. MATERIAL CHARGE**

TYPE	ESTIMATED CONTRACTOR'S COST		MARKUP	MATERIAL CHARGE
VARIOUS	\$100,000.00	+	\$_____	= \$_____

MATERIAL MARKUP % (PERCENTAGE OF CONTRACTOR'S COST): \_\_\_\_\_%

CONTRACT ESTIMATED TOTAL CHARGES (Time + Material) = \$\_\_\_\_\_

**CONTRACTOR MUST BE NEW JERSEY STATE**

**R-410A CERTIFIED & R-22 CERTIFIED**

**CONTRACTOR MUST BE D.P.M.C. CLASSIFIED AS:**

**C032 HVACR**

## **LINDEN BOARD OF EDUCATION**

### **CONTRACT PACKAGE #5**

### **MASONRY REPAIRS AND INSTALLATIONS**

#### **1. TIME CHARGES**

##### **BRICKLAYER/STONE MASON**

TRADE	ESTIMATED HOURS		CHARGE PER HOUR	TIME CHARGES
FOREMAN	200 Hours	x	\$_____ /Hour	= \$_____
JOURNEYMAN	200 Hours	x	\$_____ /Hour	= \$_____
LABORER - CLASS "A"	200 Hours	x	\$_____ /Hour	= \$_____
LABORER - CLASS "B"	200 Hours	x	\$_____ /Hour	= \$_____
LABORER - CLASS "C"	200 Hours	x	\$_____ /Hour	= \$_____

#### **2. MATERIAL CHARGE**

TYPE	ESTIMATED CONTRACTOR'S COST		MARKUP	MATERIAL CHARGE
VARIOUS	\$75,000.00	+	\$_____	= \$_____

MATERIAL MARKUP % (PERCENTAGE OF CONTRACTOR'S COST): \_\_\_\_\_%

CONTRACT ESTIMATED TOTAL CHARGES (Time + Material) = \$\_\_\_\_\_

### **CONTRACTOR MUST BE D.P.M.C. CLASSIFIED AS:**

**C008 GENERAL CONSTRUCTION**

**OR**

**C009 GENERAL CONSTRUCTION/ALTERATIONS AND ADDITIONS**

**OR**

**C019 CONCRETE/FOUNDATION FOOTING/MASONRY WORK**

## LINDEN BOARD OF EDUCATION

### CONTRACT PACKAGE #6

### PAINTING

#### 1. TIME CHARGES

##### PAINTER (REPAINTING)

TRADE	ESTIMATED HOURS		CHARGE PER HOUR		TIME CHARGES
FOREMAN	200 Hours	x	\$_____ /Hour	=	\$_____
GENERAL FOREMAN	200 Hours	x	\$_____ /Hour	=	\$_____
JOURNEYMAN	200 Hours	x	\$_____ /Hour	=	\$_____

#### 2. MATERIAL CHARGE

TYPE	ESTIMATED CONTRACTOR'S COST		MARKUP		MATERIAL CHARGE
VARIOUS	\$50,000.00	+	\$_____	=	\$_____

MATERIAL MARKUP % (PERCENTAGE OF CONTRACTOR'S COST): \_\_\_\_\_%

CONTRACT ESTIMATED TOTAL CHARGES (Time + Material) = \$\_\_\_\_\_

### CONTRACTOR MUST BE D.P.M.C. CLASSIFIED AS:

C008 GENERAL CONSTRUCTION

OR

C009 GENERAL CONSTRUCTION/ALTERNATIONS AND ADDITIONS

OR

C077 PAINTING – GENERAL

**EFFECTIVE 4/22/2010 – CONTRACTORS MUST BE ENVIRONMENTAL PROTECTION AGENCY (EPA) LEAD-SAFE CERTIFIED FOR RENOVATIONS REPAIRS & PAINTING.**

## **LINDEN BOARD OF EDUCATION**

### **CONTRACT PACKAGE #7**

### **PLASTERING**

#### **1. TIME CHARGES**

##### **BRICKLAYER/STONE MASON**

TRADE	ESTIMATED HOURS		CHARGE PER HOUR		TIME CHARGES
FOREMAN	200 Hours	x	\$_____ /Hour	=	\$_____
JOURNEYMAN	200 Hours	x	\$_____ /Hour	=	\$_____
LABORER - CLASS "A"	200 Hours	x	\$_____ /Hour	=	\$_____
LABORER - CLASS "B"	200 Hours	x	\$_____ /Hour	=	\$_____
LABORER - CLASS "C"	200 Hours	x	\$_____ /Hour	=	\$_____

#### **2. MATERIAL CHARGE**

TYPE	ESTIMATED CONTRACTOR'S COST		MARKUP		MATERIAL CHARGE
VARIOUS	\$50,000.00	+	\$_____	=	\$_____

MATERIAL MARKUP % (PERCENTAGE OF CONTRACTOR'S COST): \_\_\_\_\_%

CONTRACT ESTIMATED TOTAL CHARGES (Time + Material) = \$\_\_\_\_\_

### **CONTRACTOR MUST BE D.P.M.C. CLASSIFIED AS:**

**C008 GENERAL CONSTRUCTION**

**OR**

**C009 GENERAL CONSTRUCTION/ALTERNATIONS AND ADDITIONS**

## **LINDEN BOARD OF EDUCATION**

### **CONTRACT PACKAGE #8**

### **PLUMBING REPAIRS**

#### **1. TIME CHARGES**

##### **PLUMBER**

TRADE	ESTIMATED HOURS		CHARGE PER HOUR		TIME CHARGES
FOREMAN	200 Hours	x	\$_____ /Hour	=	\$_____
GENERAL FOREMAN	200 Hours	x	\$_____ /Hour	=	\$_____
LABORER - CLASS "B"	200 Hours	x	\$_____ /Hour	=	\$_____

#### **2. MATERIAL CHARGE**

TYPE	ESTIMATED CONTRACTOR'S COST		MARKUP		MATERIAL CHARGE
VARIOUS	\$100,000.00	+	\$_____	=	\$_____

MATERIAL MARKUP % (PERCENTAGE OF CONTRACTOR'S COST): \_\_\_\_\_%

CONTRACT ESTIMATED TOTAL CHARGES (Time + Material) = \$\_\_\_\_\_

**CONTRACTOR MUST BE D.P.M.C. CLASSIFIED AS:**

**C030 PLUMBING\***

**\*PROVIDE A COPY OF LICENSE**

## LINDEN BOARD OF EDUCATION

### CONTRACT PACKAGE #9

### ROOFING MAINTENANCE & LEAK REPAIR SERVICE AT ALL SCHOOLS & ADMINISTRATION FACILITIES

**\*SEE LEGAL NOTICE FOR CONTRACTOR AND/OR SUBCONTRACTOR D.P.M.C. CLASSIFICATION REQUIREMENTS\***

**NOTE:** CONTRACTOR MUST BE QUALIFIED TO PERFORM THE REQUIRED REPAIRS ON ANY ROOFING SYSTEM TYPE LISTED. MINIMUM RATES SUBMITTED MUST BE IN ACCORDANCE WITH THE PREVAILING RATE SCHEDULE.

#### 1. TIME CHARGES

##### ROOFER

TRADE	ESTIMATED HOURS		CHARGE PER HOUR	TIME CHARGES
FOREMAN	200 Hours	x	\$_____ /Hour	= \$_____
JOURNEYMAN	200 Hours	x	\$_____ /Hour	= \$_____
LABORER	200 Hours	x	\$_____ /Hour	= \$_____

#### 2. MATERIAL CHARGES

TYPE	ESTIMATED CONTRACTOR'S COST		MARKUP	MATERIAL CHARGE
VARIOUS	\$250,000.00	+	\$_____	= \$_____

MATERIAL MARKUP % (PERCENTAGE OF CONTRACTOR'S COST): \_\_\_\_\_%

**CONTRACT ESTIMATED TOTAL CHARGES (Time + Material) = \$\_\_\_\_\_**

## **LINDEN BOARD OF EDUCATION**

The undersigned agrees that the following bulletins and/or addenda, which have been issued during the bidding period, have been received and have been considered before and in preparation of this proposal.

Bulletin or addenda number

Date Received

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned has inspected the proposed site, and this proposal is made with full knowledge of the conditions revealed by a reasonable inspection of the site. Signed, in the performance of the Contract, agrees to pay the prevailing wages as specified under the Contracts pursuant to New Jersey's Prevailing Wage Act. The bidder also agrees to insert in his subcontracts all stipulations and terms that may be required by any lawfully adopted regulation under said Prevailing Wage Act.

The undersigned hereby certifies that this Proposal is genuine, not sham or collusive, or made in the interest of, or on behalf of any person, firm or corporation not herein mentioned, and that the undersigned has not, in any manner, sought by collusion to secure an advantage for himself over any other bidder.

The undersigned, intending to be legally bound, hereby agrees that this proposal shall be irrevocable and shall remain subject to acceptance for sixty (60) days after the actual date of the opening of bids.

\_\_\_\_\_  
(Name of Contractor)

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

(Signature)

(Print Name and Title)

# **LINDEN BOARD OF EDUCATION**

## **CONSOLIDATED BID FORM**

### **MAINTENANCE AND REPAIR WORK, TIME AND MATERIAL RATES FOR VARIOUS TRADES I – 2023-2024**

**DATE: 9/17/2023**

I/We hereby submit the following bid(s) on (CHECK (✓) ONE OR MORE OF THE FOLLOWING):

<b><u>CONTRACT PACKAGE</u></b>	<b><u>TOTAL CHARGES</u> <u>CONTRACT ESTIMATED</u> <u>(TIME &amp; MATERIAL)</u></b>
_____ <b>Package No. 1</b> Boiler Repairs & Cleaning Repairs	\$ _____
_____ <b>Package No. 2</b> Carpentry Repairs	\$ _____
_____ <b>Package No. 3</b> Electrical Repairs	\$ _____
_____ <b>Package No. 4</b> HVAC Equipment Service	\$ _____
_____ <b>Package No. 5</b> Masonry Repairs & Installations	\$ _____
_____ <b>Package No. 6</b> Painting	\$ _____
_____ <b>Package No. 7</b> Plastering	\$ _____
_____ <b>Package No. 8</b> Plumbing Repairs	\$ _____
_____ <b>Package No. 9</b> Roofing Maintenance & Leak Repair Service	\$ _____

## **LINDEN BOARD OF EDUCATION**

### **BIDDER'S CERTIFICATION**

The bidder's signature, herein below provided, affirms his knowledge of the statements made in his company's proposal, and certifies his willingness to provide the services outlined in said proposal for fees quoted therein.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

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

Date: \_\_\_\_\_

Company Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Website: \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_\_\_