

INVITATION TO BID
PD26-27-TD2-27
STUDENT TRANSPORTATION - PRIVATE AND PAROCHIAL
SCHOOLS TRANSPORTATION

Jersey City Public Schools
346 Claremont Ave.,
Jersey City, NJ 07305

RELEASE DATE: June 21, 2026

DEADLINE FOR QUESTIONS: June 29, 2026

RESPONSE DEADLINE: July 2, 2026, 11:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/jcboe>

Jersey City Public Schools

INVITATION TO BID

Student Transportation - Private and Parochial Schools Transportation

- I. Legal Advertisement
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Attachments:

A - Private & Parochial 26-27 Bid Specs PD26-27-TD2-27

1. Legal Advertisement

The Jersey City Board of Education hereby advertises for competitive bids in accordance with N.J.S.A. 18A:39-3 for the following:

Bid No. PD26-27-TD2-27: Student Transportation - Private and Parochial Schools Transportation

Advertised Bid Date and Time

Bids must be submitted electronically on the District's online bidding system by

Thursday, July 2, 2026 at 11:00 am

Online Bidding System

All necessary proposal specifications and proposal forms may be downloaded by visiting the www.jcboe.org Website, select "Departments and Services" and select "Purchasing" and registering on our online bidding system or go directly to this link: <https://secure.procurenw.com/portal/jcboe> .

Competitive sealed proposals for the materials or services specified in this solicitation must be submitted through the District's online bidding system.

Hard copy submissions in lieu of an electronic submission will not be accepted.

No late submitted offer will be accepted or considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

No bids shall be received after the time designated in the advertisement.(N.J.S.A. 18A:39-5).

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 et seq.

Each bid shall be accompanied by a bid bond, cashier's check, or certified check made payable to the Jersey City Board of Education for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification should also be submitted with the bid.

The Board of Education reserves the right to reject any non-responsive bids or all bids, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions.

Unsealing of Proposals—Online Live Streaming

On the advertised date and time, the School Business Administrator/Board Secretary or designee shall receive and unseal all bids via online live streaming bid opening process in the Purchasing Department,

Central Office Building, 346 Claremont Avenue, Jersey City, NJ 07305. The zoom link will be posted in the portal as well on the district website on the bid due date.

The general public and interest parties may view the proposal opening online or attend in-person at the aforementioned address.

Dr. Francine Luce

School Business Administrator

2. Introduction

2.1. Summary

Student transportation services for the Jersey City Public Schools.

Download bid specifications from Attachments.

URGENT REMINDERS!

- A. Original Bid Bond and Consent of Surety Certificates are due in the Purchasing Department before the bid due date and time. If the original bid bond and consent of surety is not received in time for the bid unsealing time, the bid cannot be accepted.
- B. DO NOT SEND OR DELIVER HARDCOPIES OF ANY BID DOCUMENTS TO PURCHASING DEPARTMENT AS THEY WILL BE DISCARDED. EVERYTHING THAT IS NEEDED MUST BE ATTACHED IN THE PORTAL. THE ONLY EXCEPTION IS THE BID BOND/CONSENT OF SURETY.

2.2. Contact Information

John Zupko

Transportation Coordinator

346 Claremont Ave

Jersey City, NJ 07305

Email: jzupko@jcboe.org

Phone: [\(201\) 309-2961](tel:(201)309-2961)

Department:

Transportation Department

Department Head:

John Zupko

Assistant Transportation Director

2.3. Timeline

Release Project Date	June 21, 2026
Question Submission Deadline	June 29, 2026, 10:00am
Proposal Submission Deadline	July 2, 2026, 11:00am

3. Ethics in Purchasing

Statement to Bidders and Vendors

BOARD OF EDUCATION RESPONSIBILITY

Recommendation of Purchases

It is the desire of the Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon the quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et seq.

Solicitation/Receipt of Gifts – Prohibited

School officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Board of Education or anyone proposing to do business with the Board.

VENDOR RESPONSIBILITY

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other things of value of any kind to any official or employee of the Board or any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

VENDOR CERTIFICATION

Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Board of Education.

4. Instructions to Bidders

4.1. Unauthorized Orders

Authorized Purchases

The Jersey City Board of Education only recognizes purchases made through the approved purchase order process. All purchases require a:

Written Purchase Order with authorized signatures and a Purchase Order Number.

Unauthorized Purchases

Any Board of Education employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

Vendors' Responsibility

Do NOT Honor Requests!

Vendors are not to honor or accept any requests for goods or services unless the vendor receives a written purchase order with authorized signatures and a purchase order number.

Contact the Business Office!

Please alert **Roxanne Padilla**, Senior Management Assistant, if any Board employee attempts to place an order without an authorized purchase order.

You will NOT Get Paid!

The Jersey City Board of Education will not be held responsible for any unauthorized orders or purchases and will not be bound by any unauthorized purchase agreement executed by an employee of the Board.

Purchase Orders

Only purchase orders signed by the Business Administrator or Designee are authorized.

Dr. Francine Luce

School Business Administrator

4.2. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC SCHOOLS

Each successful bidder shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three (3) documents:

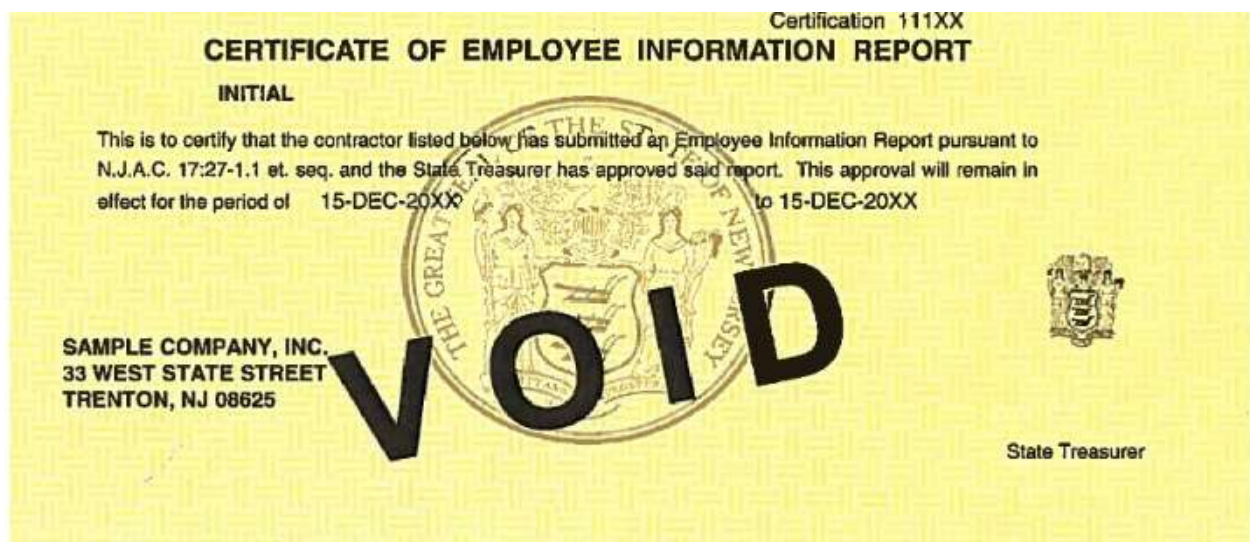
- Letter of Federal Affirmative Action Plan Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program;

- Certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4 or
- The successful bidder shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for \$150.00 made payable to the Treasurer, State of NJ and forward a copy of the form and check/money order to the Board. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: The bidder is requested to submit a completed and signed Affirmative Action Questionnaire. However, the Board will accept Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid in place of the questionnaire.

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A.

Sample Certificate of Employee Information Report



All bidders are requested to submit a copy of their business entity's Certificate of Employee Information Report with their response. Failure to submit the Certificate of Employee Information Report or other Affirmative Action evidence prior to the execution of the contract will result in the rejection of the bid.

4.3. ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Board of Education offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the

Public School Contracts Law. The arbitration of claims is expressly excluded under this contract. These alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process, or the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

4.4. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 5121 01 et seq.

4.5. AMERICAN GOODS (N.J.S.A. 18A:18A-20)

In accordance with N.J.S.A. 18A:18A-20, only manufactured and farm products of the United States, wherever available, are to be used with this contract.

4.6. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING CONTRACTED SERVICE PROVIDER

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable codes and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide the contracted service provider with 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, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer or the School Business Administrator/Board Secretary.

4.7. ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1

N.J.S.A. 10:2-1. Anti-discrimination 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 public building or public 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 of 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, on account of race, creed, color, 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 of 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.).

4.8. ASSURANCE OF COMPLIANCE FORM

During the performance of this contract, a contracted service provider may come in contact with school district students. The Board of Education fully understands its obligation to provide all students and staff members with a safe, educational environment. To this end, the Board of Education requires bidders to certify a statement of Assurance of Compliance and acknowledge their understanding of the requirements listed below.

- Anti-Bullying Reporting—Requirement N.J.S.A. 18A:37-13.1 et seq.; N.J.A.C. 6A:16-7.7 (c)
- Criminal History Background Checks N.J.S.A. 18A:6-7.1
- Pre-Employment Requirements P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq.

As part of this bid, all bidders are to sign and submit the enclosed Assurance of Compliance Form, acknowledging their responsibilities to comply with the following laws and administrative code.

4.9. BID GUARANTEE AND BONDING REQUIREMENTS N.J.S.A. 18A:18A-24; 2 CFR 200.325* - Bid Guarantee

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education. *When applicable.

Bid Guarantee

When required, each bid shall be accompanied by a bid bond, cashiers or certified check for ten percent (10%) of the amount of the total contract, but not in excess of \$20,000. This guarantee shall be made payable to the Jersey City Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and the performance bond (if required) is filed with the Board of Education. The bid number assigned to this bid shall be included on the bid bond, cashiers or certified check. The bid security checks for unsuccessful

bidders, if requested, will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

Please note: Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board. The bid guarantee shall include the bid number or solicitation number assigned by the board of education.

The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

The board **will not** accept a bid with multiple bid numbers listed on the bid bond.

Failure to submit or sign a bid guarantee by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package shall be deemed cause for disqualification and rejection of the bid.

4.10. BID GUARANTEE AND BONDING REQUIREMENTS N.J.S.A. 18A:18A-24; 2 CFR 200.325* - Certificate (Consent) of Surety

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education. *When applicable.

Certificate (Consent) of Surety

When required, each bidder shall submit with its bid, a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such a surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the bid. **Failure to submit or sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package shall be deemed cause for disqualification and rejection of the bid.**

4.11. BID GUARANTEE AND BONDING REQUIREMENTS N.J.S.A. 18A:18A-24; 2 CFR 200.325* - Performance Bond

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education. *When applicable.

Performance Bond

When required, the successful bidder shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the Jersey City Board of Education and shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Board shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Board shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Board at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Board.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

The Contractor shall execute a formal contract with the Board in the form required and in a such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the contractor within ten (10) days after the receipt by the contractor of notice accepting his bid by the Board.

The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

4.12. BID PRICE GUARANTEE – Sixty (60) Days from Award of Contract

When the Board of Education requests bid prices for supplies, materials and equipment, the contractor(s) shall agree to guarantee the bid price(s) for a period of sixty (60) days from the date of the award of contract. Contractor(s) may extend the bid price guarantee through written permission to the Board of Education.

4.13. BID PRICES

In the event of discrepancy between the unit price and the extension, the unit price will govern.

4.14. BID PROPOSAL FORM

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Proposal Form. Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid.

The Board of Education will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form or qualify their bid with conditions differing from those defined in the bid specification documents. If bidders do make

changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular bid as non-responsive N.J.S.A. 18A:18A-2(y).

Bidders are to submit one bid price per item. The Board will not accept multiple bids on an individual basis, nor will the Board accept a “bottom line” or “all or none” bid subject to the bidder receiving the entire contract.

4.15. BIDDER’S RESPONSIBILITY FOR BID ELECTRONIC SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is submitted electronically to the OPENGov software system before the advertised date and time of the bid. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the failure of the bidder to submit an electronic bid.

4.16. BRAND NAME OR EQUIVALENT N.J.S.A. 18A:18A-15 (d); 2 CFR 200.319 (a)

Whenever the Board of Education requests a brand name for a particular item, it will consider a “brand name or equivalent”. If the bidder desires to bid an equivalent item the bidder shall do the following:

- A. On the Bid Proposal Form or specifications forms insert next to the items the bidder’s substitute item, including brand name, model number and full description of the item or attach additional sheets noting the item #s and the alternate equivalent item information. This is the only change to the Bid Proposal Form the Board will accept.
- B. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the bid opening. The sample item shall be a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of the item.
- C. If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer’s name, model number, etc.
- D. Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the bid.
- E. It is the responsibility of the bidder to demonstrate the equivalency of items offered.

Please note: Bidders are to only bid brand name or equivalent. The Board will not accept multiple bids on individual items.

4.17. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

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

Request of the Board of Education

All bidders or companies providing responses for requested proposals, are requested to submit with

their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The Board reminds all bidders that failure to submit the New Jersey Business Registration Certificate prior to the award of contract may result in the rejection of the proposal.

Subcontractors

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

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

During the course of contract performance:

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

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

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.



4.18. CHALLENGES TO BID SPECIFICATIONS; BID PROTEST N.J.S.A. 18A:18A-15

Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the School Business Administrator/Board Secretary no less than three (3) business days prior to the opening of bids via email to purchasing@jcboe.org. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of a contract. All bid protests shall be filed with the School Business Administrator/Board Secretary prior to the award of the contract.

4.19. COMPLIANCE WITH ALL LAWS -- Where applicable

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract. The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

The Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner,

its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

4.20. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS

Contractors/vendors doing business with the board of education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

- A. **Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d):**Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary.

If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.
- B. **Maintenance of Contract Records—N.J.A.C. 17:44-2.2:**Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).The contractor/vendor to whom a contract has been awarded, 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.
- C. **Board of Education Requirement:**In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor shall also maintain and make any or all books and records related to products transactions or services rendered under this contract, available to the Board of Education upon request.

4.21. CONTRACTS

- A. **Award of Contract, Rejection of Bid(s):** The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any non-responsive bids or all bids, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the

Board. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 18A:18A-36 the Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

- B. **Equal Prices:** Pursuant to N.J.S.A. 18A:18A-37 (d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Board may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered.
- C. **Return of Contracts and Related Contract Documents--When required:** Upon notification of award of contract by the Board of Education, the contractor shall sign and execute a formal contract agreement between the Board of Education and the contractor, when required.
- D. **Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n):** If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of the award by the Board of Education with the bid security becoming the property of the Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder, in such a case.
- E. **Renewal of Contract; Services; Price Adjustment Clause—Index Rate:** The Board of Education may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation. The Board of Education is the final authority in awarding renewals of contracts. The Board, when considering any price adjustment, shall use the “Index Rate” for any price adjustments pursuant to N.J.S.A. 18A:18A-42.
- F. **Term of Contract:** The contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.
- G. **Purchase Order Required; Notification of Award; Notice to Proceed:** No contractor or vendor shall proceed with any project, provide any service, order any goods or deliver any goods until

he is in receipt of an approved purchase order authorizing work to begin or goods to be ordered or delivered.

4.22. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The Board of Education 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). Pursuant to N.J.S.A. 52:32-44.1 (a), any person that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

All bidders are required to submit a sworn statement indicating whether the entity listed on the bid form or any person employed by this entity, nor the person's affiliates are not debarred from contracting with a federal government agency, nor debarred from contracting with the State of New Jersey. The Board of Education will verify the certification by consulting

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov)
- Workplace Accountability in Labor List (The WALL)
P.L. 2019, c. 366 (N.J.S.A. 34:1A-1.16) authorized the New Jersey Department of Labor and Workforce Development (NJDOLE) to create a list on its website, dubbed the Workplace Accountability in Labor List (The WALL), of any person found in violation of any State wage, benefit, and tax laws and against whom a final order has been issued by the NJDOLE for such violation. Any person or business named on The WALL is prohibited from contracting with any contracting unit until the liability for violations of State wage, benefit, and tax laws have been paid in full. The WALL is now live at <https://www.nj.gov/labor/ea/osec/wall.shtml>.

4.23. DELIVERY

FOB Destination, Freight Prepaid - The contractor, to whom the contract is awarded, retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to the Board of Education upon delivery and ownership by the Board; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The Board of Education recognizes two (2) types of delivery:

- A. **Inside Delivery:** Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building.
- B. **Spotted Delivery:** Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible to then uncrate, set up, assemble items to determine good working order and remove all debris to the satisfaction of

the Board of Education. Vendors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Board of Education. If a specialized person is needed to set up, assemble or erect an item, such assembly shall be completed within five (5) school days of the actual delivery date.

- C. **Platform Delivery:** Items will be delivered to the district location, taken off the truck by transportation carrier personnel, and brought to a designated outside platform of the school or office building.

Final Notes on Delivery

- All bid prices for materials, goods, and supplies must include all shipping, freight, delivery, and handling costs. If applicable, specific delivery instructions are provided in the Technical Specifications.
- Please note! When delivered, all packages, boxes, cartons, etc., should be plainly marked on the outside as to their contents, and the purchase order number should be clearly printed on them.
- Delivery Guarantee The successful vendor(s) agree to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications.
- Delivery Times The successful vendor(s) should deliver items to the Board, Monday through Friday during normal business hours. Vendors must secure written permission from the Board to deliver items during times other than those previously mentioned.

The Board of Education will not be responsible for any extra delivery costs. All bid prices for materials, goods and supplies are to include all shipping, freight, delivery and handling costs. Specific delivery instructions are provided in the General Specifications.

Please note! All packages, boxes, cartons etc., when delivered, must be plainly marked on the outside as to contents, and the Board of Education's purchase order number must be clearly printed on the packages, boxes, cartons, etc.

4.24. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms provided by the Board that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact the School Business Administrator/Board Secretary at for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

4.25. DOCUMENT SIGNATURES

All documents submitted with this bid shall be signed. Failure to sign and submit all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive).

Forms provided by the Board of Education must be returned with bid. Please check [Vendor Questionnaire](#) for these forms!

- Acknowledgment of Addenda
- Affirmative Action Questionnaire
- Assurance of Compliance
- Bid Proposal Form
- Chapter 271 Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire /Certification
- Disclosure of Investment Activities in Iran
- Non-Collusion Affidavit
- Statement of Ownership

4.26. ESTIMATED QUANTITIES

It is the intention of the Board of Education to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Board intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be some deviation in the number of items actually ordered because of budgeting and financial constraints of the school district.

4.27. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a proposal, acknowledges that he has carefully examined the proposal specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a proposal for a service contract shall include in his proposal price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the proposal specifications and documents.

4.28. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34 et seq.

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Bidders should be aware of the following statutes.

N.J.S.A. 56:9-11 Violations, crime; grading.

- a. Any person who shall knowingly violate any of the provisions of P.L.1970, c.73 (C.56:9-1 et seq.) or knowingly aid or advise in such violation is guilty of a crime.
- b. Any person convicted pursuant to the provisions of subsection a. of this section of a violation involving or affecting trade or commerce of a value less than \$1,000,000.00 shall be guilty of a crime of the third degree. Any person convicted pursuant to the provisions of subsection a. of this section of a violation involving or affecting trade or commerce of a value equal to or greater than \$1,000,000.00 shall be guilty of a crime of the second degree. Any person convicted pursuant to the provisions of subsection a. of this section of a violation involving bid rigging on public contracts, regardless of the value of trade or commerce involved or affected, shall be guilty of a crime of the second degree.

N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty. In the event a contractor has knowledge that a public servant has solicited a benefit in violation of law, it is the responsibility of the bidder/contractor to report it to the appropriate authorities.

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

4.29. FORCE MAJEURE

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

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

4.30. INSURANCE AND INDEMNIFICATION

When required by the Board of Education, the vendor/contractor to whom the contract is awarded for any service, work, or supplying of goods, shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

Commercial General Liability with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage and Products Liability.

Automobile Liability with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.

Cyber Security and Privacy Liability with a \$1,000,000 per occurrence or claim.

Other Insurance Coverage

\$ 100,000 Pollution Cleanup

\$ 50,000 Fire Damage

\$ 5,000 Medical Expense

\$4,000,000 Excess Umbrella Liability

\$1,000,000 Sexual Harassment, Abuse or Molestation

Insurance Certificate – When Required

When required, the vendor/contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.

The certificate holder shall be as follows:

Jersey City Board of Education
c/o School Business Administrator/Board Secretary
346 Claremont Avenue
Jersey City, New Jersey 07305

Additional Insured Claim -- The vendor/contractor shall include the following clause on the insurance certificate.

“Jersey City Board of Education is named as an additional insured”

WORKERS COMPENSATION

Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident \$1,000,000. Each Accident

Bodily Injury by Disease \$1,000,000. Policy Limit

Bodily Injury by Disease \$1,000,000. Each Employee

Indemnification

The vendor/contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorneys fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement. The vendor/contractor is to assume all liability of every sort incident to the

work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

4.31. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing and submitted via the OPEN.GOV electronic bidding portal to the School Business Administrator/Board Secretary must be received at least seven (7) days, not including Saturdays, Sundays and holidays, prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the bidders by email from the OPENGOV electronic bidding portal no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

4.32. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES FORM N.J.S.A. 18A:18A-49.4

The Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

- **N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4)**

a. A person or entity that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created pursuant to subsection b. of this section as a person or entity engaging in investment activities in Iran as described in subsection f. of section 2 of this act, shall be ineligible to, and shall not, bid on, submit a proposal for, or enter into or renew, a contract with a State agency for goods or services.

- **N.J.S.A. 52:32-58: Certification Required.**

a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, prior to the time a contract is awarded and at the time the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 of this act.

Any person or entity that is a successful bidder or proposer or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on the Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

The Board has provided, within the specifications, a Disclosure of Investments Activities in Iran certification form for all persons or entities that plan to submit a bid, respond to a bid, or renew a contract with the Board. The Board of Education requests all bidders to complete, sign, and submit the form with the bid. Such certification is required to be submitted to the Board prior to the award of the contract.

4.33. LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the Board of Education, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

4.34. LIQUIDATED DAMAGES

Should the contract/work/service not be completed in accordance with the plans and specifications, liquidated damages shall be assessed against the vendor/contractor in the amount listed in the Technical Specifications.

4.35. NON COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

The bidder has to 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 of bona fide established commercial or selling agencies maintained by the bidder.

The Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All bidders are to complete, sign, have the signature notarized and submit the form with the proposal response.

4.36. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Packing Slips; and
- Invoices.

Payment will be rendered upon completion of services or delivery of full order of goods/materials/supplies.

Pursuant to the New Jersey Prompt Payment Law-- N.J.S.A. 18A:18A-10.1, unless otherwise provided for in the contract, the required payment date shall be ninety (90) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall

be 90 calendar days from the receipt of a properly executed invoice, or 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services have been rendered. All payments are subject to approval by the governing body at a public meeting. Depending on the governing body meeting schedule, payment may be delayed.

4.37. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

Annual Disclosure

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

Chapter 271 Political Contribution Disclosure Form

Business entities (excluding those that are not non-profit organizations) receiving contracts in excess of \$17,500 from a board of education, are subject to the provisions of N.J.S.A. 19:44A-20.26. The law and rule 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 \$200 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.

Pursuant to N.J.S.A. 19:44A-20.26 (a), all business entities shall submit a completed and signed Chapter 271 Political Contribution Disclosure Form with their bid.

4.38. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

- **Award of Contract** -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)

“No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.

- **Contributions During Term of Contract**– Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)

“Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

“When a business entity referred in 4.1(e) is a natural person, contribution by that person’s spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

- **Chapter 271 Political Contribution Disclosure Form**– Required -- N.J.A.C. 6A:23A-6.3 (a) (4)

All business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal. Failure to provide the completed and signed form may be cause for disqualification of the bid/proposal.

4.39. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

4.40. PRODUCT GUARANTEE; NO SUBSTITUTIONS

The contractor shall guarantee that all goods and materials supplied shall be new, unused and meet the specifications as noted in this bid. The Board of Education will not accept substituted items that deviate from the items listed on the purchase order.

4.41. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Board of Education may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid and shall furnish all information to the Board as the Board may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

4.42. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health
Workplace, Health, and Safety
Right to Know Unit, CN 368
Trenton, New Jersey 08625-0368

4.43. RUSSIA OR BELARUS; PROHIBITED ACTIVITIES

The Board of Education shall comply with N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1, (L 2022, c.3) which requires a person (or entity) to certify, before a contract is awarded, renewed, amended, or extended, by the Board indicating whether or not the Vendor is identified on the Office of

Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>.

If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

The Board has provided, within the specifications, a Certification on Non-Involvement in Prohibited Activities in Russia or Belarus Form for all persons or entities that plan to submit a bid, respond to a proposal, or renew a contract with the Board to complete, sign and submit with the proposal. The Certification on Non-Involvement in Prohibited Activities in Russia or Belarus Form is to be completed, certified, and submitted prior to the award of the contract.

4.44. SAMPLES

From time to time the School Business Administrator/Board Secretary may require the submission of samples either before or at the time of the bid, at no charge to the district, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full size samples must be submitted no later than the official BID OPENING. Failure to submit said samples may be regarded as a basis for rejecting the bid. Samples may be impounded until the satisfactory completion of the contract. Otherwise, all samples must be picked up by the bidder within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the School Business Administrator/Board Secretary will dispose of them as he sees fit.

4.45. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

The included Statement of Ownership shall be completed and submitted with the bid proposal. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

4.46. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, service providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or assign any part of a contract for goods or materials for the Board without first receiving written permission from the School Business Administrator/Board Secretary. Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The School Business Administrator/Board Secretary may require the following documents to be secured from all approved subcontractors:

- Affirmative Action Evidence as outlined in the bid specifications;
- Insurance Certificate as outlined in the bid specifications;
- New Jersey Business Registration Certificate;
- Political Contribution Disclosure Form
- Statement of Ownership (Ownership Disclosure Certification)
- Statement of Suspension or Debarment

In subcontracting cases, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered subcontractors.

4.47. TAXES

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Board of Education. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the

contract with the Board of Education. All contractors are referred to the New Jersey Division of Taxation–Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board’s tax identification number to purchase supplies, materials, services of equipment.

4.48. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties, and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination. Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused by the District by the contractor’s breach of this agreement. The Board may withhold payment due to the contractor and apply the same towards damages once established.

The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources. The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement. The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

4.49. WITHDRAWAL OF BIDS

Before The BID Opening

The School Business Administrator may consider a written request from a bidder to withdraw a proposal if the written request is received by the School Business Administrator before the advertised time of the proposal opening. Any bidder who has been granted permission by the School Business Administrator to have his/her proposal withdrawn cannot re-submit a proposal for the same advertised proposal project. That bidder shall also be disqualified from future proposals on the same project if the project is re-advertised.

After The BID Opening

The Board of Education may consider a written request from a bidder to withdraw a proposal, if the written request is received by the School Business Administrator within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not be honored. The contractor/vendor who wishes to withdraw a proposal must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator, or other interested administrators and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If

the Board of Education grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.

5. Vendor Questionnaire

5.1. Vendor Certifies the Following:*

Vendor certifies that the following sections have been read and acknowledged and vendor understands instructions.

- Legal Advertisement
- Instructions to Bidders
- Technical Specifications
- Vendor Submission Questionnaire
- Attachments

☐ Please confirm

*Response required

5.2. Bid Checklist A

Failure to submit the listed documents below with the bid package may be cause for rejection of the entire bid for being non-responsive (N.J.S.A. 18A:18A:2(y))

Please include all items, organized as follows:

5.2.1. Affirmative Action Acknowledgment*

Please download the below documents, complete, and upload.

- [BID Affirmative Action Ques...](#)

*Response required

5.2.2. Assurance of Compliance*

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide all students and staff members, a safe educational environment. To this end, the district is requiring all respondents to sign a statement of Assurance of Compliance, acknowledging the respondent's understanding of the below listed requirements and further acknowledging the respondent's assurance of compliance with those listed requirements.

Please certify the above by checking the "Please Confirm" box below.

☐ Please confirm

*Response required

5.2.3. Assurance of Compliance - Anti-Bullying Reporting--Requirement*

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of 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. 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, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Please certify the above by checking the "Please Confirm" box below.

☐ Please confirm

*Response required

5.2.4. Assurance Compliance - Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement*

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and whose position involves regular contact with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. Reference NJDOE Broadcast 9/9/19

Please certify the above by checking the "Please Confirm" box below.

☐ Please confirm

*Response required

5.2.5. Assurance Compliance - Pre-Employment Requirements*

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education, Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

Please certify the above by checking the "Please Confirm" box below.

☐ Please confirm

*Response required

5.2.6. Business Registration Certificate

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

If you are not sure if you have one please consult this website for more information:

<https://www.state.nj.us/treasury/revenue/busregcert.shtml>

These are the only two formats acceptable:



5.2.7. *Contractor Vendor Questionnaire Form**

Please download the below documents, complete, and upload.

- [Contractor Vendor Questionn...](#)

*Response required

5.2.8. *Disclosure of Investment Activities in Iran Form**

Please download the below documents, complete, and upload.

- [2023 -Iran Disclosure Form....](#)

*Response required

5.2.9. *Non-Collusion Affidavit**

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Non-Collusion Affidavit.pdf](#)

*Response required

5.2.10. *Statement of Ownership Disclosure**

Please download the below documents, complete, and upload.

- [Statement of Ownership REVI...](#)

*Response required

5.2.11. *Chapter 271 Political Contribution Disclosure Form**

Please download the below documents, complete, and upload.

- [Jersey City Chapter 271 For...](#)

*Response required

5.2.12. *Complete W9**

Please download the below documents, complete, and upload.

- [fw9.fillin.pdf](#)

*Response required

5.2.13. *Vendor Certification**

Direct/Indirect Interests

I declare and certify that no member of the Jersey City Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Jersey City Board of Education.

Vendor Certifications

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America. N.J.S.A. 52:32-44.1 (a), N.J.A.C. 17:19-1.1 et seq.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

Please certify the above by checking the "Please Confirm" box below.

☐ Please confirm

*Response required

*5.2.14. Please identify the person and provide the email of the person that we should send contracts for signature or other correspondence if awarded.**

*Response required

*5.2.15. AMERICANS WITH DISABILITIES ACT Equal Opportunity for Individuals with Disability**

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor

preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Please certify the above by checking the "Please Confirm" box below.

☐ Please confirm

*Response required

5.2.16. 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*

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (Revised: January, 2016)

Please certify the above by checking the "Please Confirm" box below.

☐ Please confirm

*Response required

5.2.17. Bid Proposal*

Please upload your completed pricing sheet here.

*Response required

5.2.18. Vendor Classification Certifications*

Please mark all that apply, please upload your certifications in the following question

Select all that apply

- ☐ Certified Small Business
- ☐ Disabled Veteran Business Enterprise
- ☐ LGBT Owned
- ☐ Minority Business Enterprise
- ☐ Native American Owned
- ☐ US DOT Certified DBE
- ☐ Veteran Owned
- ☐ Woman Business Enterprise
- ☐ Not Applicable

*Response required

5.2.19. Vendor Classification Certifications

Vendors will be able to upload documents here.

*5.2.20. Disclosure of Prohibited Activities in Russia/Belarus**

Please download the below documents, complete, and upload.

- [Belarus.jerseycity \(2\).docx](#)

*Response required