

GARFIELD BOARD OF EDUCATION

GARFIELD, NEW JERSEY 07026



Goods and Supplies

Bid Specifications & General Requirements

CUSTODIAL SUPPLIES AND EQUIPMENT

Bid No. 02-21

Tuesday, November 10, 2020

Bid Opening Date

11:00 a.m.

Bid Opening Time

Giovanni Cusmano, Ed.D.

School Business Administrator/Board Secretary

GARFIELD BOARD OF EDUCATION

Garfield, New Jersey 07026

Bid Advertisement

The Garfield Board of Education hereby advertises for competitive bid pricing in accordance with N.J.S.A. 18A:18A-21(a) (b).

Bid No. 02-21

Custodial Supplies and Equipment

All necessary bid specifications and bid forms may be secured upon written request to:

Giovanni Cusmano, Ed.D.

School Business Administrator/Board Secretary

Garfield Board of Education

34 Outwater Lane

Garfield, New Jersey 07026

E mail **gcusmano@gboe.org**

Bids must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/Board Secretary of Garfield Board of Education ***on or before*** date and time indicated below. The envelope to bear the following information:

Title: **Custodial Supplies and Equipment**

Bid No. **02-21**

Name and Address of the Bidder

Bid Date: **Tuesday, November 10, 2020**

Bid Opening Time: **11:00 am**

Location of Bid Opening: **GARFIELD BOARD OF EDUCATION**

34 Outwater Lane

Garfield, New Jersey 07026

No bids shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)). The Board of Education does not accept electronic (e-mail) submission of bids at this time.

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

"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."

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 also must be submitted with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms, may be cause for disqualification and rejection of the bid.

The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities.

Special Notice—School District Closed!

The Board of Education during this emergent time, is currently closed and there is no guarantee the district offices will be opened by the advertised submission date. The Board provides this Special Notice concerning the submission and opening of bids.

Submission of Bids—US Postal Service/Delivery Service

All potential bidders are encouraged to send their responses through the US Postal Service or other recognized delivery service via certified mail/overnight delivery, which provides certification of delivery to the sender.

Submission of Bids—Hand Delivered—Lockbox—Day of Bid Opening

While the use of the US Postal Service or courier service is preferred, the district will accept hand-delivered bid packages at a secure Lockbox. Bidders using this option are to submit bids in a video monitored, secure drop Lockbox labeled “Bids Drop Off”, located at Garfield Board of Education, 34 Outwater Lane, Garfield, New Jersey 07026, only on the day of the bid opening and prior to the bid opening time. There will be no personal contact with district officials during the hand delivering of bids.

Opening of Bids—Online Live Streaming

To ensure there is “**social distancing**” amongst all parties in the bid opening, the bid opening will be conducted via online live streaming. The names of the vendors and their prices will be announced on the online live streaming which may be viewed by the general public and interested parties on the advertised bid date and time. In-person attendance at the bid opening is prohibited due to public health-related restrictions on public gatherings due to the declared state of emergency—N.J.A.C. 5:34-8.5 (d).

All potential bidders are to visit the board of education website and click on the link pertaining to the Opening of Bids via Online Live Streaming.

<https://www.gboe.org>

Giovanni Cusmano, Ed.D.

School Business Administrator/Board Secretary

ETHICS IN PURCHASING
Statement to 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 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 thing of value of any kind to any official or employee of the Board or to 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.

GARFIELD BOARD OF EDUCATION

ADVISORY INFORMATION FOR BIDDERS

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<https://www.gboe.org>

Giovanni Cusmano, Ed.D.

School Business Administrator/Board Secretary

GARFIELD BOARD OF EDUCATION

BID CHECKLIST

A. Documents to be Returned with Bid

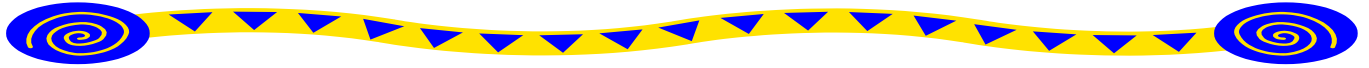
1. Acknowledgement of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire
3. Assurance of Compliance Statement
4. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check) (*Only if Required*)
5. Bid Proposal Form
6. Chapter 271 Political Contribution Disclosure Form
7. Contractor/Vendor Questionnaire / Certification
8. Iran - Disclosure of Investment Activities
9. Non-Collusion Affidavit
10. Statement of Ownership

The documents listed above when required, are to be submitted with the bid package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

B. Reminder Checklist

As a courtesy, the Office of the School Business Administrator/Board Secretary has prepared this reminder checklist for items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered question fully and accurately?		
3. Have you signed all your documents (blue ink)? No facsimile signature.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the bid package for your records?		
6. Did you submit a Bid Guarantee? Consent of Surety? (Only if required)		
7. Did you correctly address the envelope?		
8. Have you allowed ample time for the bid to reach the Business Office?		



GENERAL SPECIFICATIONS



Giovanni Cusmano, Ed.D.
School Business Administrator/Board Secretary

GARFIELD BOARD OF EDUCATION

Custodial Supplies and Equipment

INSTRUCTIONS TO BIDDERS

1. BIDS ARE TO BE SUBMITTED TO:

Giovanni Cusmano, Ed.D.

School Business Administrator/Board Secretary
Garfield Board of Education
34 Outwater Lane
Garfield, New Jersey 07026

BY: **11:00 a.m.** PREVAILING TIME ON: **Tuesday, November 10, 2020**

Bids may be submitted by mail, delivery service or in person. Bids that are submitted are to be sealed and will be unsealed and announced at the bid opening meeting.

2. Bids must be placed in a sealed envelope/package, clearly marked with the **Custodial Supplies and Equipment on the front of the envelope/package.**

District:	<u>Garfield Board of Education</u>
Bid Number:	<u>02-21</u>
Project:	<u>Custodial Supplies and Equipment</u>
Bid Date:	<u>Tuesday, November 10, 2020</u>
Bid Time:	<u>11:00 a.m.</u>
Bidder:	<i>Name of Company</i>
	<i>Address</i>
	<i>City, State Zip</i>

3. Failure to properly label the bid envelope may lead to the rejection of the bid.

4. To ensure there is “social distancing” amongst all parties in the bid opening, the bid opening will be conducted via online live streaming from the Board Rooms, Garfield Board of Education, 34 Outwater Lane, Garfield, New Jersey. The names of the vendors and their prices will be announced on the online live streaming which may be viewed by the general public and interested parties on the advertised bid date and time. . In-person attendance at the bid opening is prohibited due to public health-related restrictions on public gatherings due to the declared state of emergency—N.J.A.C. 5:34-8.5 (d).

No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))

5. AFFIRMATIVE ACTION REQUIREMENTS

Each company 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 documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; or
- The successful bidder (respondent) 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 of education. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: A completed and signed Affirmative Action Questionnaire is requested with submission of bid/proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal.

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


Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625


State Treasurer

VOID

All respondents are urged to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate or other required documents prior to the execution or award of contract will result in the rejection of the bid/proposal.

6. 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. This alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process, or to the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

7. 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. §12101 et seq.

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

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. 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, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

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

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 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.).

10. BID GUARANTEE AND BONDING REQUIREMENTS (N.J.S.A. 18A:18A-24)

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.

A. Bid Guarantee REQUIRED

When required, each bid shall be accompanied by a bid bond, cashiers or certified check for ten per cent (10%) of the amount of the total contract, but not in excess of \$20,000. This guarantee shall be made payable to the Garfield 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 check 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. 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 bid number assigned to this bid shall be included on the bid bond, cashiers or certified check. 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 bid.

B. Certificate (Consent) of Surety

NOT REQUIRED

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 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 bid.***

C. Performance Bond

NOT REQUIRED

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 Garfield 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 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.

11. BID PRICE GUARANTEE –Not Applicable

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 ninety (90) 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.

12. BID PRICES

In the event of discrepancy between the unit price and the extension, the unit price will govern. The Board assumes no responsibility to recalculate totals if award is made on the basis of totals.

13. BID PROPOSAL FORM

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection. Bidders are urged fill out and complete all entries with care.

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.*** If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

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.

14. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented to the Office of the School Business Administrator/Board Secretary and officially received 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 premature opening of any bid envelope not properly labeled and sealed.

15. BRAND NAME OR EQUIVALENT

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, write in ink next to the item requested, the bidder's substitute item, including brand name, model number and full description of item. 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. With the sample item shall be a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of 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 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.

16. 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 respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of contract will 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:

(1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

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.

**SAMPLES OF
NEW JERSEY
BUSINESS
REGISTRATION
CERTIFICATES →**

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-362/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

**DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 355
TRENTON, NJ 08646-0355**

John S. Trully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

17. CHALLENGES TO BID SPECIFICATIONS (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. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of a contract.

18. 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.

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.

19. 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.

20. 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 or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities and to take such alternates that the Board feels are in the best interests of the Board. 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, when applicable. 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.

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 as 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 award by the Board of Education with the bid security becoming 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.

D. Renewal of Contract; Services

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.

E. 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.

F. Purchase Order Required; Notice to Proceed

No contractor or vendor shall proceed with any project, provide any service, or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

21. 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).

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—System for Award Management—SAM.gov

22. DELETION OF BIDDERS FROM BIDDERS LIST

The Board of Education will delete the name of vendors from the Board's list of bidders if on three (3) occasions the vendor did not respond to a request for bids. A letter from the vendors stating "no bid" will not be considered as a "no response to bid."

23. 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.

24. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents submitted with this bid shall be signed with an original signature in ink (blue). Failure to sign and return 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). The Board will not accept facsimile or rubber stamp signatures.

Forms provided by the Board of Education that must be returned with bid. Please check your bid package for these forms!

- Acknowledgement 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

25. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a proposal, acknowledges that he has carefully examined the bid 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 bid for a service contract shall include in his bid 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 bid specifications and documents.

26. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

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 that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- 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.
- 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.

27. 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.

28. INSURANCE AND INDEMNIFICATION NOT REQUIRED

When required by the Board of Education, the vendor/contractor to whom the contract is awarded for any service, work, or supplying of goods, and, 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

(A) Insurance Certificate – 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.

Automobile liability insurance shall be included to cover any vehicle used by the insured.

The certificate holder shall be as follows:

Garfield Board of Education
c/o School Business Administrator/Board Secretary
34 Outwater Lane
Garfield, New Jersey 07026

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

“Garfield 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

(B) 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.

29. 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 to the School Business Administrator/Board Secretary must be received at least ten (10) 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 certified mail or certified fax 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.

30. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES 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.

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 a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the Divisions website

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders 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 on the lower portion of the enclosed form.

The Board has provided within the specifications, a Disclosure of Investments Activities certification 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.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form with the bid/proposal shall be cause for rejection of the proposal.

31. LIABILITY – COPYRIGHT

The contractor 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.

32. LIQUIDATED DAMAGES

Liquidated damages shall be assessed against the contractor in the amount as listed in the General Specifications, and Contract should the contract/work/service not be completed in accordance with the plans and specifications.

33. 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 respondent 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 respondent.

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

Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.

34. 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 are rendered.

35. POLITICAL CONTRIBUTIONS DISCLOSURE – 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 (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.

The Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. 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 Chapter 271 Political Contribution Disclosure 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.

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.

36. 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.

<http://nj.gov/education/educators/crimhist/preemployment/>

37. 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. Additional qualifications may be found in the Technical Specifications section.

38. 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 and Senior Services
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

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

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, 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.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

40. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services 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 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:

- a. Insurance Certificate as outlined in the bid specifications;
- b. Affirmative Action Evidence as outlined in the bid specifications;
- c. Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

In cases of subcontracting, 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 to be subcontractors.

41. 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 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.

42. 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 the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply 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.

43. WITHDRAWAL OF BIDS

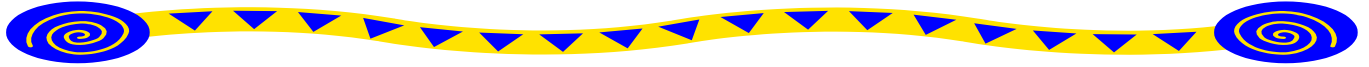
Before The Bid Opening

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

After The Bid Opening

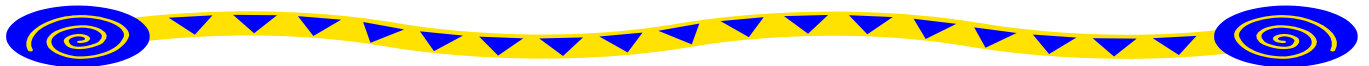
The Board of Education may consider a written request from a bidder to withdraw a bid, if the written request is received by the School Business Administrator/Board Secretary within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored. The contractor/vendor who wishes to withdraw a bid 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 bid after the bid opening may be reviewed by the School Business Administrator/Board Secretary, the Director of Facilities, 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 bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid 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.



BID DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the bid package – Failure to submit the bid documents and other documents so specified may be cause to reject the bid for being non-responsive (N.J.S.A. 18A:18A-2(y)).



Giovanni Cusmano, Ed.D.
School Business Administrator/Board Secretary

To be completed, signed and returned with Bid.

ACKNOWLEDGEMENT OF ADDENDA

Bid No. **02-21**

Bid Date: **Tuesday, November 10, 2020**

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.

ISSUING DATES

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

AFFIRMATIVE ACTION QUESTIONNAIRE

Bid No. 02-21

Bid Date: Tuesday, November 10, 2020

This form is to be completed and returned with the bid. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Evidence Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☐ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report ☐ Yes ☐ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered ***“NO”*** to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

www.state.nj.us/treasury/contract/compliance/

- a. Click on “Employee Information Report”
- b. Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, NJ 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

To be completed, signed and returned with Bid.

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 to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

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.

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 that comes in **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. See NJDOE Broadcast 9/9/19.

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.

<http://nj.gov/education/educators/crimhist/preemployment/>

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

To be completed, signed and returned with Bid.

CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

Custodial Supplies and Equipment

Bid No. **02-21**

Bid Date: **Tuesday, November 10, 2020**

Name of Company _____

Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Districts in New Jersey

	<u>Name of District</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the Garfield 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 Garfield 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.

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.

President or Authorized Agent (Print)

SIGNATURE

To be completed, signed and returned with Bid.

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

Quote Number:

Bidder/ Offeror:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

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

Name

Relationship to Bidder/Offeror

Description of Activities

Duration of Engagement

Anticipated Cessation Date

Bidder/Offeror Contact Name

Contact Phone Number

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly 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; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

Do Not Enter PIN as a Signature

Title:

Date:

To be completed, signed and returned with Bid.

NON-COLLUSION AFFIDAVIT

Custodial Supplies and Equipment

Re: Bid/Proposal for the Garfield Board of Education.

Bid No. **02-21**

STATE OF _____

Bid Date: **Tuesday, November 10, 2020**

:SS:

COUNTY OF _____

I, _____ of the City of _____

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

I am _____ of the firm of _____

Position in Company

and the bidder making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have 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.

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 of bona fide established commercial or selling agencies maintained by

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____

(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____ - Seal -
Month Day Year

To be completed, signed and returned with Bid

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: _____

City, State, ZIP: _____

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 Check the appropriate box

- ☐ 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):

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

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 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.**

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

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 non-corporate 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.**

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

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 **Garfield Board of Education** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Board of Education** to notify the **Board of Education** 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 of Education** to declare any contract(s) resulting from this certification void and unenforceable.

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

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.

To be completed, signed and returned with Bid.

Garfield Board of Education

**Chapter 271
Political Contribution Disclosure Form**

**(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 19:44A-20.26**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

Bid No: **02-21**

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.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

¹ 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.”

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-I et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-I et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, 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, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a 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. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the 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, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a 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. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the 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, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 19:44A-20.26

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

County Name: Bergen

State: Governor, and Legislative Leadership Committees

Legislative District #s: 32, 35, 36, 37, 38, 39, 40

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

County:

Freeholders

County Executive

County Clerk

Surrogate

Sheriff

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

Allendale Borough	Hasbrouck Heights Borough	Ramsey Borough
Alpine Borough	Haworth Borough	Ridgefield Borough
Bergenfield Borough	Hillsdale Borough	Ridgefield Park Village
Bogota Borough	Ho-Ho-Kus Borough	Ridgewood Village
Carlstadt Borough	Leonia Borough	River Edge Borough
Cliffside Park Borough	Little Ferry Borough	River Vale Township
Closter Borough	Lodi Borough	Rochelle Park Township
Cresskill Borough	Lyndhurst Township	Rockleigh Borough
Demarest Borough	Mahwah Township	Rutherford Borough
Dumont Borough		Saddle Brook Township
East Rutherford Borough	Maywood Borough	Saddle River Borough
Edgewater Borough	Midland Park Borough	South Hackensack
Elmwood Park Borough	Montvale Borough	Teaneck Township
Emerson Borough	Moonachie Borough	Tenafly Borough
Englewood City	New Milford Borough	Teterboro Borough
Englewood Cliffs Borough	North Arlington Borough	Upper Saddle River Borough
Fair Lawn Borough	Northvale Borough	Waldwick Borough
Fairview Borough	Norwood Borough	Wallington Borough
Fort Lee Borough	Oakland Borough	Washington Township
Franklin Lakes Borough	Old Tappan Borough	Westwood Borough
Garfield City	Oradell Borough	Woodcliff Lake Borough
Glen Rock Borough	Palisades Park Borough	Wood-Ridge Borough
Hackensack City	Paramus Borough	Wyckoff Township
Harrington Park Borough	Park Ridge Borough	

(Continued on next page)

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

County Name: Bergen

Boards of Education (Members of the Board):

Allendale Borough	Haworth Borough	Ramapo-Indian Hill Regional
Alpine Borough	Hillsdale Borough	Ramsey Borough
Bergenfield Borough	Ho Ho Kus Borough	Ridgefield Borough
Bogota Borough	Leonia Borough	Ridgefield Park Township
Carlstadt Borough	Little Ferry Borough	Ridgewood Village
Carlstadt-East Rutherford	Lodi Borough	River Dell Regional
Cliffside Park Borough	Lyndhurst Township	River Edge Borough
Closter Borough	Mahwah Township	River Vale Township
Cresskill Borough	Maywood Borough	Rochelle Park Township
Demarest Borough	Midland Park Borough	Rockleigh
Dumont Borough	Montvale Borough	Rutherford Borough
East Rutherford Borough	Moonachie Borough	Saddle Brook Township
Edgewater Borough	New Milford Borough	Saddle River Borough
Elmwood Park	North Arlington Borough	South Hackensack Township
Emerson Borough	Northern Highlands Regional	Teaneck Township
Englewood Cliffs Borough	Northern Valley Regional	Tenafly Borough
Fair Lawn Borough	Northvale Borough	Teterboro
Fairview Borough	Norwood Borough	Upper Saddle River Borough
Fort Lee Borough	Oakland Borough	Waldwick Borough
Franklin Lakes Borough	Old Tappan Borough	Wallington Borough
Garfield City	Oradell Borough	Westwood Regional
Glen Rock Borough	Palisades Park	Wood Ridge Borough
Hackensack City	Paramus Borough	Woodcliff Lake Borough
Harrington Park Borough	Park Ridge Borough	Wyckoff Township
Hasbrouck Heights Borough	Pascack Valley Regional	

Fire Districts None

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

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. §12101 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 thereunto, 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.

Appendix A

**BID SPECIFICATIONS FOR THE LABELING OF LIQUID, POWDER AND
GASEOUS SUPPLIES DELIVERED TO
THE BOARD OF EDUCATION**

RIGHT TO KNOW

1. All products that you deliver to the Garfield Board of Education must be labeled in accordance with the New Jersey Right to Know Law (N.J.S.A. 34:5A-1 et seq.)
 - A. The label must list the 5 predominant ingredients and any hazardous chemicals in the product.
 - B. Next to each chemical name will be the CAS number of that chemical.
 - C. The label must be attached to each container (bottle, box, can, bucket, etc.)
2. Material Safety Data Sheets (MSDSs) must accompany the first shipment of the product.
3. The Board of Education reserves the right to reject any shipment not in compliance with the above specifications.

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

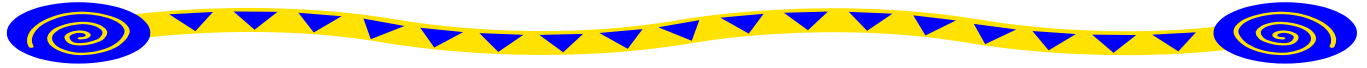
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- 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/](http://www.state.nj.us/treasury/contract_compliance/)).

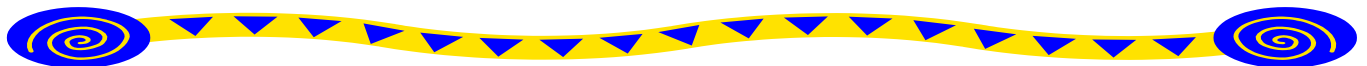
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such 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)

Appendix C



TECHNICAL SPECIFICATIONS



Giovanni Cusmano Ed.D.
School Business Administrator/Board Secretary

**GARFIELD BOARD OF EDUCATION
GARFIELD, NEW JERSEY 07026**

**SPECIFICATIONS
CUSTODIAL SUPPLIES & EQUIPMENT**

A. Intent of Bid:

The intent of this bid is to solicit bid prices to purchase Custodial Supplies for the 2020-2021 School Year.

B. Items to Bid:

The GARFIELD Board of Education requests bid prices on the items listed on the Bid Proposal Sheets. Such prices shall remain in effect through January 31, 2021 for additional purchases.

C. Brand Name or Equivalent:

Whenever a brand name appears in the bid specifications "brand name or approved equivalent" is acceptable, however if both are bid the district may choose the brand name over the substitute. If brand names are bid and awarded as such, no substitutes will be accepted after the award. The equivalents shall be approved by the Facilities Department only after receiving manufacturers' technical data and reviewing samples, if requested. The vendor submitting a substitution shall submit a written matrix comparison proving the equivalency of their product. Failure to provide this comparison may void the consideration of substitution for purchase regardless of price. Final determination if an item is acceptable will only be made by the Director of Facilities. Vendors that ship items that are not district approved acceptable substitutes shall at their own labor and cost remove these items from the district within thirty days. After thirty days the district reserves the right to keep or dispose of all items for no charge or charge storage fees. The district will deduct from the vendors final invoice the total dollar difference of price of the unapproved substitute shipped and the cost the district will incur by purchasing the bid specified item from another source of supply.

D. Samples: **IMPORTANT SAMPLES REQUIRED**

The Director of Facilities requests from each vendor, a non-returnable sample of each supply item bid if the vendor is submitting a bid price for an equivalent item, five school working days prior to bid opening.

All samples shall be received sent to

Tony Lio, Director of Facilities, CEFM

Garfield Board of Education
Garfield, New Jersey 07026

Samples may also be submitted with the bid package.

Failure to provide a sample item for each equivalent item bid, may be a cause for disqualification of that item from the bid. Equipment substitutions may require a formal demonstration.

E. **Product Specification:**

1. Vendors shall provide per each bid and shipment (M)SDS and GHS sheets and label all containers in accordance with current regulations, “Worker and Community Right-to-Know Act” and in compliance with N.J. State Department of Education, N.J. Department of Health, N.J. Department of Labor, OSHA, NFPA, DOT, N.J. DEP Agency and all governmental agency labeling requirements for all products. The Board reserves the right to refuse payment for or accept delivery of products not in the interest of the City of GARFIELD School District. Please also review the section in the General Conditions entitled “Bid Specifications for the Labeling of Liquid, Powder, and Gaseous Supplies Delivered to the GARFIELD Board of Education”.
2. Vendors must comply with the “Trade Secret Sub-Chapter” if material content could not be revealed publicly and with the necessary clearances from governing agency for such trade secret.
3. Winning bidders are to supply the product for which they bid and in accordance with bid specifications. The Board will accept no substitution after bids are awarded. See C above.
4. For individually packed items, i.e. cleanser container, spray bottles, etc., vendor shall supply the Board with solvent resistant clear labels. Contents of the print if applicable are as required by law and in addition as follows:

Backside

Direction for use
All required government regulatory required warnings
Size
Description of item
Manufacturer

Front

Item name
(M)SDS information also GHS where applicable
HMIS rating

5. Any product that poses potential hazards to personnel or property, must have a Warning Label which conforms to all Federal requirements and the Worker and Community Right-to-Know Act. An antidote statement must be included where required. All products must comply with pertinent OSHA rules, regulations and guidelines and current codes. Products that require special storage must have storage instructions. Labels and labeling shall conform to all Federal regulatory requirements including Federal Hazardous Substance Act (CFR Title 16, Part 1500) or current code and N.J. Right-to-Know Requirement. A (Material) Safety Data Sheet (MSDS), GHS shall be submitted for each line item on the contract with each shipment made to the District. Each delivered case must contain a representative copy of the official (M)SDS for the product.

The District reserves the right to request product samples, accompanied by MSDS, before the bid is awarded for evaluation. If not supplied as requested the submitted item may be disqualified. Final determination shall be by the Facility Director.

6. All items must be packed in original commercial containers of the type size and kind appropriate for the product it contains and must be constructed so as to insure safe delivery and acceptance of the product.
7. Winning bidders are to supply the product for which they bid and in accordance with bid specifications. The Board will not accept nor pay for substitutions not approved by the Facilities Department. Substituted items that were not approved if shipped shall be picked up and removed from the district facilities at the awardees own labor and expense and district convenience within thirty days. Unapproved substituted items not picked up and removed from the district facilities within 30 school days (counted from district's fax or Email verification record) after the district sends a written notification of such shall become board of education property at no charge.
8. The district will deduct from the winning awardees final total invoice the monetary difference between the price of all unapproved substitutes and the cost the district will incur by purchasing the bid specified item from another source of supply including all shipping, handling and administrative costs. Late penalties shall incur as listed in the delivery section.

F. **Delivery:**

Complete delivery of all materials and goods shall be made within two weeks upon electronic or postal notification (district Email or fax verification starts time and date) with a purchase order or before **December 31, 2020**, whichever is less. Delivery date unless so changed in writing by the Director of Facilities remains for the complete order. Partial shipments require prior approval from the Director. The Director will arrange destinations of delivery with individual order slips.

All deliveries shall be the responsibility of the vendor and coordinated through the Office of Facilities as to not disturb the educational process. Delivery schedules during closed or off hours shall require custodial overtime that is paid for by the vendor at the vendors expense to the district at \$45.00 per hour or part thereof. This payment shall be deducted from the invoice in the month(s) the overtime occurs regardless of when the work or supplies are invoiced. The Director shall have the final determination as to the actual amount deducted. The school calendar, school closings and ½ days are part of this bid package as is the summer schedule

Failure to deliver items specified (including assembly, location, installation, etc., if so required) and/or within the designated time frame shall be cause for a deduction penalty from the amount due to the vendor.

Deduction Penalty*

Ten Percent (10%) Deduction

Twenty Percent (20%) Deduction

Delivery Dates

Delivery Completed up to 14 days late

Delivery Completed over 14 days late

*The percentage deduction will be taken from the bid price list.

All deliveries are to be in full accordance with – “Inside Delivery” – of the General Conditions. Your trucker or a separate group arriving at the same time of delivery shall provide sufficient labor at the site to off load and bring the items into the building storage area(s). The awardee is responsible for coordinating all deliveries with the district. The district shall not be responsible to coordinate with third party delivery & shipping firms including scheduling, their lack of equipment or labor to offload shipments. The Board of Education requests delivery per individual order site received by the vendor. **The deliveries will not go to one location but distributed throughout the district to various district facilities and the Board’s storage facility.** Note: At specified locations conditions of offloading supplies vary; some have no elevator but a small dumbwaiter, some only a small passenger elevator and may not be available when school is in session or not at all, some have parking problems, others have small or no loading docks. The districts main storage area does not have loading dock The district recommends that the awardee visit the various school sites and package and arrange delivery items accordingly. Deliveries shall be scheduled and not disturb school activities. Deliveries not accepted due to the awardee not following established procedures shall be returned and properly reshipped the next school day to the district at no extra charge to the Board of Education, but could trigger the assessment of late penalties. Prompt and reliable delivery is critical in order for the Facilities Department to fulfill its obligations to the schools in a timely manner.

The successful bidder, not the trucking firm, shall call the Facilities Department one school day in advance of delivery to establish and confirm delivery arrangements. District personnel do not off load deliveries from vehicles nor can they enter into any type of delivery vehicle or “lend” district equipment for unloading. District equipment is not available for private use. Skids, packing materials, delivery materials shall all be removed by the delivery firm from the school site and legally disposed of offsite at the time of delivery.

G. **Legal Compliance:**

1. 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, Air Quality and Assignment of Contract.
2. The provisions of the New Jersey School Law shall bind all parties and interests to the contract. Supplier shall comply with all federal, state and local 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. Personnel or agents of the supplier must observe all rules and regulations. The supplier shall keep himself informed of all existing and future state and federal laws in any manner affecting those engaged or employed, and shall protect and indemnify the Board of Education, 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.
3. Provide all required protective measures. OSHA etc.
4. Take extreme caution to protect the occupants of the district buildings.

H. **Personnel:**

All personnel shall follow all regulations in effect at each school building.

Employees or agents of the vendor, while on Board of Education property, shall be subject to control of the Board, but under no circumstances shall such persons be deemed to be employees or agents of the Board of Education.

Supplier's personnel must follow each school's safety, emergency evacuation, fire evacuation, and sign in and out policy with the Security representative each time they report for service.

All short term personnel working in the buildings shall sign the AHERA notification log for each work order received and be familiar with all locations of the building that they are working in that contains or is suspected to Asbestos materials before starting work 40 C.F.R. 763.84(d). Asbestos management plans are available at each location or central office for review. The head custodian shall be contacted before work commences. Any question shall be answered by the districts AHERA designated person at Facilities.

Please note the following important items:

Personnel are not to engage in any activities, enter into any bathrooms, elevators or areas with students, staff or other Board employees unless duly authorized to do so in writing by the Director of Facilities.

Personnel shall wear company supplied identification tags & uniforms and obtain visitor tags for all work in an occupied building.

Bidders shall assume full responsibility and liability for the actions of all personnel in their employ, their delivery and suppliers, consultants, manufacturers' representatives and hired contracted workers and all other workers working under and for their bid.

I. **Premises:**

1. **Site:** Confine deliveries to areas within contract limits indicated. Do not disturb portions of the site beyond the delivery areas.
2. **Driveways, Sidewalks, Entrances:** Keep surrounding site areas and entrances serving the premises clean and available to the Owner, the Owner's employees, and **emergency** vehicles at all times. Do not use these areas for parking. Schedule deliveries to eliminate problems.

J. **Delivery Coordination:**

1. All deliveries shall be coordinated through the Office of Facilities. The school calendar is part of this bid package and should be consulted for the partial and full days the district is closed. Weather and school emergencies may cause a rescheduling at no charge to the district. The district has summer school which may affect delivery hours.
2. All boxes, carting materials, pallets and other items to be discarded shall be removed and legally disposed of by the successful bidder.

K. **Damage to Property:**

1. In case direct or indirect injury is done to existing streets or underground structures, sewers, mains, etc., or to public or private property of any kind, or to any materials or fixtures, by or because of deliveries on the part of the vendor, his employees or agents of his subcontractors, the vendor shall first report said incident to the Director of Facilities and at their own cost and expense, except when hereinafter specified otherwise, shall restore such structures, property, materials, etc., to a condition equal or better to that existing before such damage or injury was done determined by the Director.
2. Deliver, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
 - a. Schedule deliveries to eliminate overcrowding of school spaces.
 - b. Coordinate delivery minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
 - c. Deliver products to the sites in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protective and installing. All MSDS sheets as required in each carton.
 - d. Inspect products upon delivery to ensure compliance with the contract documents and to ensure that products are undamaged and properly protected.
 - e. Unload products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
 - f. Unload heavy materials away from district structures in a manner that will not endanger the supporting construction.
 - g. Deliver products subject to damage by the elements under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation.

- h. The District has very limited storage space. Coordinate all deliveries with the Office of Facilities. The District shall not be responsible for any items delivered without coordination.
- i. It will be the supplier's responsibility to store products off site at their own expense if the Director of Facilities deems the contract documents and delivery coordination were not properly followed.

L. **Environmental: Right-to-Know Law**

- 1. 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. 35:5A-1 et seq. M.S.D.S. forms shall be submitted.
- 2. 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
Right-to-Know Program
CN 368
Trenton, New Jersey 08625-0368
or
District Right-to-Know Coordinator

M. **Interference and Obstructions:**

Deliveries shall be conducted in a manner, which will not impede school operation, or obstruct any thoroughfare of access to the district's property or interfere with the work of others, except as authorized by the Board in writing. Fire hydrants and/or fire exits, stairways, halls adjacent to or incorporated within the area shall be kept accessible at all times and no materials or obstructions shall be placed within twenty (20) feet of any such hydrants and fire exits, or farther if required by any applicable law, regulation or ordinance. Any or all areas utilized by students and Board personnel shall not be obstructed.

N. **Administrative Requirements:**

The contractor shall have the staff and organization sufficient to comply with the following requirements:

- 1. All orders shall be accompanied by (M) SDS sheets, a receipt or packing slip indicating date of sale, purchase order number, discernible signature of person receiving merchandise, their title and items/quantities received and back-ordered. **NOTE: ONLY THE HEAD CUSTODIAN OR THE PRINCIPAL SHALL SIGN FOR DELIVERIES. THE DISTRICT SHALL NOT ACCEPT NOR PAY FOR ITEMS SIGNED BY AN UNAUTHORIZED DISTRICT EMPLOYEE.** A separate signed receipt or packing slip must be provided for each purchase order number to be supplied by GARFIELD Board of Education. Back-orders shall be allowed only as agreed upon by Facilities in writing before the required shipment date.

2. Invoices for items ordered and delivered shall be submitted by the supplier direct to the payment address shown on the contract or purchase order. Invoices shall be submitted promptly and shall include the signed receipt or packing slip with their numbers, items and quantities received, date items were received, and verifiable pricing information including catalog number, list price, discount and bid price. Invoices shall be broken down by purchase order number and location of delivery. Invoices shall also show contract number and/or purchase order number.
3. All purchasing shall be done by approved personnel identified. The GARFIELD Board of Education shall not be responsible monetarily or physically for any purchases made by unauthorized personnel. All employees are not authorized to sign.
4. District approved, signed and completed purchase order forms, original signature voucher forms and an itemized invoice including delivery signatures shall accompany all requests for payment. Partial payments for short or back ordered items will be made only with the consent of the Office of Facilities. Penalties will be applied as describe above for late or improper shipments. Failure to submit properly completed close-out paperwork according to the procedures of the Office of Facilities and Board of Education will result in a delay of payment until such items are received. Completed documents submitted late, after the 5th of the month, will be processed for payment at the following scheduled Board of Education meeting.

O. **Price Guarantee:**

The GARFIELD Board of Education requests bid prices on the items listed shall be guaranteed through December 2020.

P. **Award of Contract:**

The Board of Education intends to award the contract on a line by line basis to the bidders who submits the lowest responsible bid for each line item.

The Board of Education reserves the right to split awards among the various bidders who submit the lowest responsible bids for the product specified. A substituted item from previous years might not be acceptable this bid if a specific name brand is indicated and bid. The Board has the right to adjust bid quantities up or down as needed at the time of purchase, and order accordingly, the breaking of package units will be necessary if the required quantity is different than ordered. The district has no control over how each manufacturer packages their wares. The Board intends to award the bid using the estimated quantity on the attached bid proposal form for calculation purposes only. The actual scope of purchase shall be determined by the office of Facilities in the budget year it is possible that some items will not be purchased. The supplies purchased per this bid shall be delivered to the individual District facility locations per the vendor received purchase order, and delivery slips following all the instructions specified herein with no additional charges.

A Corporate officer shall certify that the submitted bid meets or exceeds all the all physical properties outlined above with no substitutes unless noted and that all the materials/items are available and will be delivered and received by the district in full as ordered before December 31, 2020 unless other arrangements are approved by the Director of Facilities.

**GARFIELD BOARD OF EDUCATION
CUSTODIAL SUPPLY BID**

Name of Company _____

Bid: 00-00

Bid Date: Weekday, Month 00, 2000

ITEM #	QTY.	UNIT	ITEM DESCRIPTION—Brand Name or Equivalent	UNIT PRICE	TOTAL
1	20	Case	KIMBERLY-CLARK# KC21340CS FACIAL TISSUE 30 BOX PER CASE	\$_____	\$_____
2	125	Case	KIMBERLY-CLARK# KC07805CS TOILET TISSUE 12 PER CASE	\$_____	\$_____
3	125	Case	KIMBERLY-CLARK# KC07006CS TOILET TISSUE 12 PER CASE	\$_____	\$_____
4	150	Each	KIMBERLY-CLARK# KC09062 TOILET TISSUE DISPENSER EACH	\$_____	\$_____
5	250	Case	KIMBERLY-CLARK# KC02000CS ROLL TOWELS 12 PER CASE	\$_____	\$_____
6	125	Case	KIMBERLY-CLARK# KC01000CS ROLL TOWELS 12 PER CASE	\$_____	\$_____
7	60	Case	KIMBERLY-CLARK# KC04142CS ROLL TOWELS 12 PER CASE	\$_____	\$_____
8	225	Each	KIMBERLY-CLARK# KC09996 TOWEL DISPENSER EACH	\$_____	\$_____
9	300	Each	KIMBERLY-CLARK# SF92145 CASSETTE SKIN CARE DISPENSER EACH	\$_____	\$_____
10	150	Case	KIMBERLY-CLARK# SF91556CS6 CASSETTE LOTION SOAP 6/CASE	\$_____	\$_____
11	150	Case	KIMBERLY-CLARK# SF91565CS6 CASSETTE FOAM SOAP 6/CASE	\$_____	\$_____
12	100	Case	KIMBERLY-CLARK# SF91560CS6 CASSETTE FOAMING INSTANT HAND SANITIZER 6/CASE	\$_____	\$_____

Items #1 through #12 will be awarded to one vendor. If bidding an alternate brand, bidder must state manufacturer's brand name, description, part numbers and quantity per case. Samples of each product and dispenser are requested be delivered to Facility Manager five days prior to bid open.

13	20	Case	ENVIRO-SOLUTIONS # ES364C ES364C NEUTRAL DISINFECTANT CLEANER 2 X 1.25 GALLONS/CASE	\$_____	\$_____
14	20	Case	ENVIRO-SOLUTIONS # 3S72C ES72 MULTI-PURPOSE PEROXIDE CLEANER* 2 X 1.25 GALLONS/CASE	\$_____	\$_____
15	36	Each	ENVIRO-SOLUTIONS # ES364BTTL32 ES364BOTTLE32OZ, SCREENED BOTTLE FOR ES364 EACH	\$_____	\$_____

**GARFIELD BOARD OF EDUCATION
CUSTODIAL SUPPLY BID**

Name of Company _____

Bid: 00-00

Bid Date: Weekday, Month 00, 2000

ITEM #	QTY.	UNIT	ITEM DESCRIPTION—Brand Name or Equivalent	UNIT PRICE	TOTAL
16	36	Each	ENVIRO-SOLUTIONS # ES72LOWBTL ES72LOWBTLE32OZ, SCREENED BOTTLE FOR ES72 LOW, EACH	\$ _____	\$ _____
17	36	Each	ENVIRO-SOLUTIONS # ES72MEDBTL ES72MEDBTLE32O, SCREENED BOTTLE FOR ES72 MEDIUM, EACH	\$ _____	\$ _____
18	36	Each	ENVIRO-SOLUTIONS # ES72HIBTL ES72HIBOTTLE32OZ, SCREENED BOTTLE FOR ES72 HEAVY, EACH	\$ _____	\$ _____

Items #13 through #18 will be awarded to one vendor. For line items #13 through #18, if the Board of Education elects to accept an alternate brand, it will be the vendor's responsibility to supply the district with new chemical dispensers. These dispensers will be installed and maintained at no additional charge to the Board of Education. If bidding an alternate brand, bidder must state manufacturers' brand name, description, part numbers and quantity per case. Samples of each product and dispenser are requested to be delivered to Facility Manager five days prior to bid open. In the Board of Education's effort to clean with only "green" chemicals, all items bid upon must be Green Seal Certified, Eco-Logo Certified or DFE Certified, where noted with an (*). Documentation to prove certification for each product must be submitted with bid.

19	70	Case	PIONEER #PIO141FS FLOOR FINISH, OMNIGUARD 2X2.5GAL/CASE	\$ _____	\$ _____
20	0		PIONEER # PIOSEALRG5 FLOOR SEALER, ECLIPSE 2X2.5GAL/CASE	\$ _____	\$ _____
21	75	Pail	PIONEER EZ STRIPPER #PIOEZSTRIPG5 EZ NO RINSE RAZOR STRIPPER 2X2.5 GAL/CASE	\$ _____	\$ _____
22	24	Case	FULLER FULLSCRUB #FBFULLSCRUB5 CLEANER/DEGREASER 5 GAL/CASE	\$ _____	\$ _____
23	15	Case	FULLER FULLSAN SPRAY, # FBFULSANSPRY DISINFECTANT SPRAY 12X16OZ/CASE	\$ _____	\$ _____
24	15	Case	FRANKLIN SCALEAWAY, #FMSCALEWAY F2290, DESCALER 12 QUARTS/CASE	\$ _____	\$ _____
25	15	Case	PIONEER, REBOUND #P10211DD CLEANER/ENHANCER 3X64OZ/CASE	\$ _____	\$ _____
26	15	Case	NILODOR NILOFRESH #NO12NFCCARPET MALODOR COUNTERACTANT 12X14OZ /CASE	\$ _____	\$ _____
27	5	Case	FRANKLIN SUPER CARPET, #FMSUPERCPTG4 CARPET & UPHOLSTERY CLEANER 4X1 GALLON/CASE	\$ _____	\$ _____
28	10	Case	ENVIRO-SOLUTIONS #ES87	\$ _____	\$ _____

**GARFIELD BOARD OF EDUCATION
CUSTODIAL SUPPLY BID**

Name of Company _____

Bid: 00-00

Bid Date: Weekday, Month 00, 2000

ITEM #	QTY.	UNIT	ITEM DESCRIPTION—Brand Name or Equivalent	UNIT PRICE	TOTAL
			EXTRACTION CARPET CLEANER 4X1 GALLON/CASE		
29	10	Case	PIONEER, #P10804RTU CARPET DE-FOAMER 12QT/CASE	\$_____	\$_____
30	10	Case	CLEAN CONTROL-BIO TOTAL CONTROL #CC26002-Q12 CARPET & LAUNDRY STAIN DIGESTER 12QT/CASE	\$_____	\$_____
31	10	Case	INFINITY 83, BIOMELON DIGESTOR #INFBIOMELON CUCUMBER MELON SCENT 12QT/CASE	\$_____	\$_____
32	10	Case	INFINITY 83, #INFPD3LSP36 SPONGE SCRUBBER #74 40/CASE	\$_____	\$_____
33	10	Case	INFINITY 83, #INFPD3LPS451 BROWN UTILITY PAD #1 20/CASE	\$_____	\$_____
34	10	Case	INFINITY 83 #INFPDHOLDER UTILITY PAD HOLDER EACH	\$_____	\$_____
35	15	Case	INFINITY 83, #INFPDNB20 BURNISHING PAD, NATURAL BLEND 20" 5/CASE	\$_____	\$_____
36	15	Case	INFINITY 83, #INFPDBS20 BURNISHING PAD, LITE BLUE 20" 5/CASE	\$_____	\$_____
37	5	Case	INFINITY 83, #INFPDBS27 BURNISHING PAD, LITE BLUE 27" 5/CASE	\$_____	\$_____
38	20	Case	INFINITY 83, #INFPDPS20 STRIPPING PAD, EXTREME STRIP 20" 5/CASE	\$_____	\$_____
39	5	Case	INFINITY 83, #INFPDBL19 SCRUBBING PAD, 19" BLUE 5/CASE	\$_____	\$_____
40	5	Case	INFINITY 83, #INFPDBL17 SCRUBBING PAD, 17" BLUE 5/CASE	\$_____	\$_____
41	5	Case	INFINITY 83, #INFPDW17 SCRUBBING PAD, 17" WHITE 5/CASE	\$_____	\$_____
42	5	Case	INFINITY 83, #INFPDRD17 SCRUBBING PAD, 17" RED 5/CASE	\$_____	\$_____
43	20	Case	INFINITY 83, #INFSP20 HEAVY DUTY SURFACE PREP PAD, 20" SPP 10/CASE	\$_____	\$_____
44	12	Each	CONTINENTAL #CM2818GY WASTEBASKET GRAY EACH	\$_____	\$_____
45	12	Each	CONTINENTAL #CM335334BLCO BUCKET/WRINGER 35 QT. EACH	\$_____	\$_____
46	6	Each	CONTINENTAL #CM3200GY 32 GALLON TRASH CAN EACH	\$_____	\$_____
47	6	Each	CONTINENTAL #CM4444GY 44 GALLON TRASH CAN EACH	\$_____	\$_____

**GARFIELD BOARD OF EDUCATION
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Name of Company _____

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ITEM #	QTY.	UNIT	ITEM DESCRIPTION—Brand Name or Equivalent	UNIT PRICE	TOTAL
48	12	Each	CONTINENTAL #CM3255 DOLLY EACH	\$_____	\$_____
49	100	Each	INFINITY 83 #INFSB32OZ 32OZ. SPRAY BOTTLE EACH	\$_____	\$_____
50	100	Each	CONTINENTAL #MISCSPONGELG SPONGE, LARGE EACH	\$_____	\$_____
51	12	Each	CONTINENTAL #CM119 WET FLOOR SIGN EACH	\$_____	\$_____
52	12	Each	CONTINENTAL #CM715 12" METAL DUST PAN EACH	\$_____	\$_____
53	12	Each	INFINITY 83 #INF6119 LOBBY DUST PAN EACH	\$_____	\$_____
54	12	Each	CONTINENTAL #CM8110RD 10 QUART PAIL, RED EACH	\$_____	\$_____
55	100	Each	INFINITY 83 #INFTRIGHEAD TRIG SPRAY HEADS ONLY EACH	\$_____	\$_____
56	50	Each	CONTINENTAL #CMJ509000 BOWL MOP WITH WRINGER EACH	\$_____	\$_____
57	4	Each	CONTINENTAL #CM174BL CUSTODIAL CART WITH VINYL BAG EACH	\$_____	\$_____
58	12	Each	CONTINENTAL #CM28181BL 28 QUART RECYCLE CONTAINER EACH	\$_____	\$_____
59	12	Each	CONTINENTAL #CM83231BL WALL HUGGER RECYCLE CONTAINER EACH	\$_____	\$_____
60	12	Each	CONTINENTAL #CM20631BLCOM BUCKET/WRINGER EACH	\$_____	\$_____
61	12	Case	INFINITY 83 #INFSMELON, FLAT URINAL SCREENS, MELON 10/CASE	\$_____	\$_____
62	6	Each	HOSPECO #HSHG1 TOILET SEAT COVER DISPENSERS EACH	\$_____	\$_____
63	6	Case	HOSPECO #HSHGC5000 TOILET SEAT COVERS 5000/CASE	\$_____	\$_____
64	18	Each	PREMIUM TOILET BOWL SWAP EACH	\$_____	\$_____
65	18	Each	FULLER #FB1638 PREMIUM Tilet BOWL BRUSH EACH	\$_____	\$_____
66	6	Each	UNGER WATERWAND #UEMW550 FLOOR SQUEEGEE, 22" EACH	\$_____	\$_____
67	6	Each	FULLER #FB36318 18" FLOOR BROOM EACH	\$_____	\$_____

**GARFIELD BOARD OF EDUCATION
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ITEM #	QTY.	UNIT	ITEM DESCRIPTION—Brand Name or Equivalent	UNIT PRICE	TOTAL
68	6	Each	FULLER #FB36324 24" FLOOR BROOM EACH	\$_____	\$_____
69	6	Each	FULLER #FB4L239 POT BRUSH EACH	\$_____	\$_____
70	12	Each	INFINITY 83 #INF5128 COUNTER DUSTER EACH	\$_____	\$_____
71	12	Each	FULLER #FB6125 SOFT TOUCH ANGLE BROOM EACH	\$_____	\$_____
72	12	Each	INFINITY 83 #INF6415 LOBBY BROOM EACH	\$_____	\$_____
73	24	Each	BROOM HANDLE EACH	\$_____	\$_____
74	10	Each	FULLER #FB39358 CARPET SWEEPER, BRUSH EACH	\$_____	\$_____
75	12	Each	LIBMAN COMPANY, LC915 LOBBY BROOM EACH	\$_____	\$_____
76	12	Each	LIBMAN COMPANY, LC918 LOBBY DUST PAN, OPEN LID EACH	\$_____	\$_____
77	12	Each	UNGER #UELH48 LONG HANDLE SCRAPER EACH	\$_____	\$_____
78	12	Pack	UNGER #UERB050 SCRAPER BLADE REFILLS 10/PACK	\$_____	\$_____
79	12	Each	INFINITY 83 #INFLWDUST LAMBSWOOL DUSTER EACH	\$_____	\$_____
80	20	Box	TRONEX DISPOSABLE GLOVES MEDIUM VINYL TS8264MD 100/BOX	\$_____	\$_____
81	20	Box	TRONEX DISPOSABLE GLOVES LARGE VINYL, TS8264LG 100/BOX	\$_____	\$_____
82	25	Box	TRONEX DISPOSABLE GLOVES X-LARGE VINYL, TS8264XL 100/BOX	\$_____	\$_____
83	10	Box	TRONEX DISPOSABLE GLOVES SMALL VINYL, TS8264SM 100/BOX	\$_____	\$_____
84	12	Case	INFINITY 83, #INFARFMELON AIR FRESHENER, MELON REFILL 6/CASE	\$_____	\$_____
85	6	Each	INFINITY 83, #INFARFDISP PASSAIVE AIR DISPENSER EACH	\$_____	\$_____
86	12	Each	INFINITY 83, HANDLEDM #INF7060 DUST MOP HANDLE EACH	\$_____	\$_____
87	12	Each	INFINITY 83, HANDLEC #INF7050 WET MOP HANDLE EACH	\$_____	\$_____

**GARFIELD BOARD OF EDUCATION
CUSTODIAL SUPPLY BID**

Name of Company _____

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ITEM #	QTY.	UNIT	ITEM DESCRIPTION—Brand Name or Equivalent	UNIT PRICE	TOTAL
88	36	Each	INFINITY 83, FM020S #INFM21702S FINISH MOP, RED/WHITE EACH	\$_____	\$_____
89	120	Each	INFINITY 83, MBW24 #INFWM24824B MAX BLEND WET MOP, WHITE XLG EACH	\$_____	\$_____
90	48	Each	INFINITY 83, DMN18 #INFDM24118 18" DUST MOP, MICROFIBER, BLUE EACH	\$_____	\$_____
91	48	Each	INFINITY 83, DMN24 #INFDM24124 24" DUST MOP, MICROFIBER, BLUE EACH	\$_____	\$_____
92	36	Each	INFINITY 83, DMN36 #INFDM24136 36" DUST MOP, MICROFIBER, BLUE EACH	\$_____	\$_____
93	36	Each	INFINITY 83, DMN60 #INFDM24160 60" DUST MOP, MICROFIBER, BLUE EACH	\$_____	\$_____
94	12	Each	INFINITY 83, FR18 #INFDM24118 18" DUST MOP FRAME EACH	\$_____	\$_____
95	12	Each	INFINITY 83, FR24 #INFDM24124 24" DUST MOP FRAME EACH	\$_____	\$_____
96	12	Each	INFINITY 83, FR36 #INFDM24136 36" DUST MOP FRAME EACH	\$_____	\$_____
97	12	Each	INFINITY 83, FR60#INFDM24160 60" DUST MOP FRAME EACH	\$_____	\$_____
98	12	Case	INFINITY 83, #INFDPDRD1218 RED PADS, 12" X 18" RED PADS 5/CASE	\$_____	\$_____
99	12	Case	INFINITY 83, #INFSP1218 12" X 18" SURFACE PREP PADS 10/CASE	\$_____	\$_____
100	1	Each	ICE #ICEIB2000 20" 2000 RPM BURNISHER EACH	\$_____	\$_____
101	1	Each	PIONEER, #PIOPE250ST 12" X 18" ORB FLOOR MACHINE W/TANK' EACH	\$_____	\$_____
102	1	Each	PIONEER, #PIO225FP20H 20" FLOOR MACHINE, 1.5H, 175RPM EACH	\$_____	\$_____
103	1	Each	ICE,ICE120NBTOBL BATTERY SCRUBBER EACH	\$_____	\$_____
104	1	Each	CLARKE #C105371A BOOST II 28 EACH	\$_____	\$_____
105	1	Each	KARCHER #KA10080250 CARPET EXT. CLIPPER 12 EACH	\$_____	\$_____
106	1	Each	FULLER #FB4715 BASEBOARD BRUSH EACH	\$_____	\$_____
107	6	Case	FULLER #FB91780 STAINLESS STEEL CLEANER 12/CASE	\$_____	\$_____

**GARFIELD BOARD OF EDUCATION
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Name of Company _____

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ITEM #	QTY.	UNIT	ITEM DESCRIPTION—Brand Name or Equivalent	UNIT PRICE	TOTAL
108	6	Case	INFINITY 83, #INFOMSORB EMERGENCY CLEAN UP POWDER CASE	\$_____	\$_____
109	6	Case	SANIGUARD FOGGER #SANIFOGGERC1 #55002 12/CASE	\$_____	\$_____
110	6	Case	SANIGUARD SPRAY, #SANISPRAYC12 #51480 12/CASE	\$_____	\$_____
111	12	Case	INFINITY 83, INFRG13LB25 WIPER-POLO COLOR 25LB/CASE	\$_____	\$_____
112	12	Case	INFINITY 83, INFRG5LB25 WIPER-BALBRIGGAN, WHITE 25LB/CASE	\$_____	\$_____
113	12	Case	INFINITY 83, INFRG800LB25 WHITE TERRY, WHITE 25LB/CASE	\$_____	\$_____
114	1	Each	KARCHER #KA10125910 CVU 36/1 UPRIGHT VACUUM, 14' SINGLE MOTOR EACH	\$_____	\$_____
115	1	Each	KARCHER #KA86000500 FILTER BAG FOR CVU 36/1 10/PACK	\$_____	\$_____
116	1	Pack	KARCHER #KA86005220 MICROFILTER, CVU HEPA EACH	\$_____	\$_____
117	1	Pack	KARCHER #KA86394540 EXHAUST FILER, CVU HEPA EACH	\$_____	\$_____
118	1	Each	KARCHER #KA1103494 WEB/DRY VAC WITH FRONT MOUNT SQUEEGEE EACH	\$_____	\$_____
119	1	Each	PIONEER #PIOPE300BU BURNISHER, BATTERY 20 IN EACH	\$_____	\$_____
120	144	Each	ITEM#MAGBAG50 ICE MELTER EACH	\$_____	\$_____
121	0	KIT	FILMOP, FINISH SYSTEM ITEM #FMOPSE1528A 7 GAL BUCKET, WHEELS, COER, SIEVE	\$_____	\$_____
122	0	Each	FILMOP, FINISH MOP #FMOPPN04014 MOP, MICRO 167" MICRO-FAST W/POCKETS EACH	\$_____	\$_____
123	0		FILMOP, #FMOP5D0320L, FRAME,UNIKO POCKET STYLE 16" W/ LOCKING CONNECTOR LT. BLUE	\$_____	\$_____
124	0	Each	FILMOP, FINISH MOP #FMOPAM3070U HANDLE, ALUM-TELESCOPIC EACH	\$_____	\$_____
125	50	Case	INFINITY 83 LINERS, ATHD303716N 30 X 37 16 MIC CLEAR 250/CASE	\$_____	\$_____
126	50	Case	INFINITY 83 LINERS, ATHD386022N 38 X 60 22 MIC CLEAR 150/CASE	\$_____	\$_____
127	300	Case	INFINITY 83 LINERS, ATLD385017B	\$_____	\$_____

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ITEM #	QTY.	UNIT	ITEM DESCRIPTION—Brand Name or Equivalent	UNIT PRICE	TOTAL
			38 X 50 1.7MIL 100/CASE		
128	24	Case	INFINITY 83 LINERS, ATSH243375C 23 X 33 .45MIL 500/CASE	\$ _____	\$ _____
129	0	Case	INFINITY 83 #INFTP1000 2-PLY JUMBO TOILET TISSUE 12-1000' ROLLS/CASE	\$ _____	\$ _____
130	0	Case	INFINITY 83 #INFTPMINI 2-PLY JUMBO TOILET TISSUE MINI CORE 12-1000' ROLLS/CASE	\$ _____	\$ _____
131	0	Case	INFINITY 83 #INF HS1200 FOAMING HAND CLEANSER 8-1200 ML/CASE	\$ _____	\$ _____
132	0	Each	INFINITY 83 #INFDS1200 FOAMING HAND CLEANSER DISPENSER EACH	\$ _____	\$ _____
133	3000	Each	Hand Sanitizer 16.9oz bottles w/pump with Effective Sterilization 99.9% (70% +/-5% Alcohol Content) EACH	\$ _____	\$ _____
134	1800	Each	General Cleaning and Disinfecting 250-Count Wipes Eliminates 99.9% of Bacteria 20 Canisters per Case EACH	\$ _____	\$ _____

Items # 125-128 will be awarded to one vendor. Alternative brands must be equivalent in regards to all labeling, packaging and quality of bags.

Name of Company _____

Address _____

City, State, Zip _____

Telephone No. () _____ Fax No. () _____

FEIN # _____ E-Mail _____

Person Authorized to Bid _____ Title _____

Signature _____ **Date** _____