

# Form of Proposal

**Project:** [Project Name]

**Contract No.** [Project Number]

The undersigned certifies that he/she has examined the Specifications, together with all forms included therewith, the Project Drawings, Project Requirements, General and Supplementary Conditions, Technical Specifications, Prevailing Wages, and all addenda and has familiarized himself/herself with all conditions affecting the Cost of the Work, including existing conditions at the site and assumes all responsibility for delivering the work in accordance with the Contract Documents.

The undersigned agrees to perform the project in accordance with the Notice to Bidders, Instructions to Bidders, Proposal Conditions, Bid Specifications and any amendments or clarifications thereto and accepts the terms thereof as a binding contractual obligation if the following bid is accepted:

## Base Bid

Base Bid Contract No. (\$ \_\_\_\_\_ )  
(figure)  
( \_\_\_\_\_ )  
(To be written in full)

**NOTE:** If amount written differs from the numerical figures, only the written amount will be accepted as the correct bid.

## Alternate Bids Include the Following:

The undersigned submits the following Alternate Bid that shall become part of the Contract Documents if accepted by the Owner.

**The failure to bid an alternate by leaving the amount blank or stating “no bid” shall be considered a material defect, resulting in the rejection of the bid. If an alternate item will result in no change in the base bid, bidder shall clearly so indicate by stating either “zero” or “no change.”**

Alternate No. [x] (Add / Deduct) (\$ \_\_\_\_\_ )  
(figure)  
( \_\_\_\_\_ )  
(To be written in full)

Alternate No. [x] (Add / Deduct) (\$ \_\_\_\_\_ )  
(figure)  
( \_\_\_\_\_ )  
(To be written in full)

Alternate No. [x] (Add / Deduct)

(\$ \_\_\_\_\_)  
(figure)

(\_\_\_\_\_  
(To be written in full)

**Allowances**

NOTE: these amounts are included in the base bid.

**[Allowances]**

**Addendum Receipt**

Addendum No. 1 Date: \_\_\_\_\_

Addendum No. 2 Date: \_\_\_\_\_

Addendum No. 3 Date: \_\_\_\_\_

Addendum No. 4 Date: \_\_\_\_\_

**DPMC Classification**

Pursuant to N.J.S.A. 18A:18A-26, in order to be eligible to submit a Bid for the Project, the Bidder shall be classified by the New Jersey Department of the Treasury, Division of Property Management and Construction in at least one of the following trades:

**[Bidder's Required DPMC Classification(s)]**

In addition, the Bidder shall be classified in, or engage a properly classified subcontractor for each trade in which the Bidder is not so classified. All subcontractors shall be named in the spaces provided below. By indicating the subcontractors below, the Bidder certifies that if awarded the bid, the subcontractors listed below will be awarded subcontracts.

**(1) Major Trade Subcontractors**

**General Construction**

Name of Subcontractor: \_\_\_\_\_

**Structural Steel**

Name of Subcontractor: \_\_\_\_\_

**Plumbing**

Name of Subcontractor: \_\_\_\_\_

**HVACR**

Name of Subcontractor: \_\_\_\_\_

**Electrical**

Name of Subcontractor: \_\_\_\_\_

**(2) Specialty Trade Subcontractors**

**(Insert Specialty Trade)**

Name of Subcontractor: \_\_\_\_\_

**(Insert Specialty Trade)**

Name of Subcontractor: \_\_\_\_\_

**(Insert Specialty Trade)**

Name of Subcontractor: \_\_\_\_\_

**EACH OF THE SUBCONTRACTORS SHALL BE QUALIFIED IN ACCORDANCE WITH N.J.S.A. 18A:18A-26. ALL PREQUALIFICATION DOCUMENTATION REQUIRED FOR THE BIDDER SHALL ALSO BE SUBMITTED FOR EACH SUBCONTRACTOR LISTED ABOVE.**

All subcontractors must be registered by the State of New Jersey pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 *et seq.* to work on school construction projects. Further, pursuant to N.J.S.A. 52:32-44, no contract with a subcontractor shall be entered into until the subcontractor provides a valid business registration certificate. Those subcontractors that do not have to be named in the bid must submit the requisite documentation prior to the start the work.

The Undersigned does further declare that no one other than those herein named have any interest in this Proposal.

The Undersigned is:       An Individual  
    A Partnership  
    A Corporation under the laws of the State of \_\_\_\_\_  
   having Principal Office in the City of \_\_\_\_\_ County of \_\_\_\_\_  
   and the State of \_\_\_\_\_.

The Statement of Bidder’s Personnel and Experience must accompany this proposal.

The undersigned affirms that the bid includes all charges and expenses for the furnishing of all labor, work, materials and equipment necessary or reasonably inferable from the contract documents, for the completion of the work in accordance with the contract documents. If awarded the contract, I will comply with all stipulations contained in the specifications.

The undersigned agrees that if a contract is awarded to him/her, he/she will execute and deliver the contract prepared on behalf of the Board, within ten days after receipt of the contract, together with the performance bond and insurance certificate as required in the Specifications.

The undersigned further agrees that, if awarded a contract, he/she will commence work within ten days of receipt of a written Notice to Proceed, or Contract, as applicable. The work shall be completed in accordance with the Contract Documents on or before the date specified in the Project Manual. Failure to substantially complete the project on the date specified will entitle the Board to liquidated damages, not as a penalty, in the amount specified in the Project Manual for each calendar day the Project is delayed, as specified in the Specifications.

Submitted by:

Name of Bidder \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
Email \_\_\_\_\_

I certify that I, \_\_\_\_\_, am the \_\_\_\_\_ of the bidder submitting this proposal and that I am authorized to submit this bid on behalf of the bidder and that the information contained on all of the bidding documents is true and accurate. I further certify that the bidder owns, leases or controls all the necessary equipment required by the plans, specifications and advertisement for bids. If the bidder is not the actual owner, I hereby certify that I have attached a certificate from each and every owner or person in control of such equipment which grants the bidder the control of the equipment for such time as may be necessary for the completion of that portion of the project for which such equipment is necessary. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

**Witness:**

\_\_\_\_\_  
(Affix corporate seal)

\_\_\_\_\_  
Authorized Representative

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

## Affidavit

I/We hereby certify that I/We have read the foregoing conditions and specifications and have become familiar with the contents thereof; and that the bid of \_\_\_\_\_ submitted to the \_\_\_\_\_ Board of Education, attached hereto, is submitted in strict accordance with said conditions, instructions, and specifications. Any matter submitted with the bid document attempting to alter the specifications of the Board of Education may be disregarded, or the bid may be rejected.

\_\_\_\_\_  
Corporate Name of Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Authorized Agent

## Consent of Surety

The \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Surety)

a corporation existing under the Laws of the State of \_\_\_\_\_  
and authorized to do business under the Laws of the State of New Jersey, hereby certifies that  
application has been made to us by

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Contractor)

and satisfactory arrangements have been completed by which we have and do now agree to furnish  
a Performance Bond equal to 100% of the Contract to ensure the faithful performance on the part  
of the Bidder of the terms and conditions of the contract, and a labor and materials bond to ensure  
the payment of all persons furnishing labor and materials in accordance with the contract.

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

Name and Location of Project: \_\_\_\_\_

This proposition is made with the understanding that any change made in the specifications or  
agreements without the consent of the bondsmen shall in no way vitiate the bond.

WITNESS: SURETY COMPANY

\_\_\_\_\_

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

Attorney-in-fact

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

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

(Affix corporate seal)

### Important Note:

The Surety Company executing the Bond must be authorized to transact business in the State of  
New Jersey. For contracts in excess of \$850,000, the surety shall be listed on the New Jersey List  
of Approved Sureties, located at [www.state.nj.us/dobi/surety.htm](http://www.state.nj.us/dobi/surety.htm).

## Sample Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_, as Principal, and \_\_\_\_\_ SURETY COMPANY, a corporation of the State of \_\_\_\_\_ duly authorized to do business in the State of New Jersey, having an office at \_\_\_\_\_, are hereby held and firmly bound unto the \_\_\_\_\_ in the penal sum of \_\_\_\_\_ Dollars, for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did on the \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_\_ enter into a written contract with the \_\_\_\_\_ for \_\_\_\_\_ which said contract is made a part of this bond as set forth herein.

NOW, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of the said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S.A. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.A. 2A:44-143 having a just claim, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulated and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefore shall in any way effect the obligation of said surety on its bond.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds on contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A:44-143 to 147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness as to Surety

## Surety Disclosure Statement and Certification

\_\_\_\_\_, surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of N.J.A.C. 17:17-6 or N.J.A.C. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, \_\_ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

\_\_\_\_\_  
\_\_\_\_\_

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

\_\_\_\_\_  
\_\_\_\_\_

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to N.J.A.C. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

\_\_\_\_\_  
\_\_\_\_\_

(4) The amount of the bond to which this statement and certification is attached is \$\_\_\_\_\_.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

\_\_\_\_\_; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement.

**Certificate**

(to be completed by an authorized certifying agency  
for each surety on the bond)

I, \_\_\_\_\_ (name of agent), as \_\_\_\_\_ (title of agent) for  
(\_\_\_\_\_ name of surety), a corporation/mutual insurance company/other (indicating type of  
business organization) (circle one) domiciled in \_\_\_\_\_ (state of domicile), DO HEREBY CERTIFY that  
to the best of my knowledge, the foregoing statements made by me are true and ACKNOWLEDGE  
that, if any of those statements are false, this bond is VOIDABLE.

\_\_\_\_\_  
(Signature of certifying agent)

\_\_\_\_\_  
(Printed name of certifying agent)

\_\_\_\_\_  
(Title of certifying agent)

## Sample Form of Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the \_\_\_\_\_ Board of Education, as Owner, in the amount of ONE HUNDRED PERCENT (100%) OF THE CONTRACT SUM.

(\$ \_\_\_\_\_)  
(100% of the Contract)

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal did on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, enter into a Contract for:

**[Project Name]**

FOR THE

**[Board Name] Board of Education**

[ADDRESS]

WHICH said Contract is made a part of this Bond as though set forth herein: NOW, if the said Principal shall remedy without cost to the Owner any defects which may develop during a period of two years from the date established in the Final Application for Payment for the work performed under the said Contract, provided such defects, in the judgment of the Owner are caused by defective or inferior materials or workmanship.

The said Surety hereby stipulates and agrees that no modification, deletions or additions in or to the terms of the said Contract or the Drawings or Project Manual therefore shall in any way affect its obligation on this Bond.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary  
(SEAL)

\_\_\_\_\_  
(Principal)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary  
(SEAL)

\_\_\_\_\_  
(Surety)





## Bidder's Personnel and Experience

All questions must be answered and the data given must be clear and comprehensive.

This statement must be notarized. Attach separate letters where requested.

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Phone and Fax Numbers: \_\_\_\_\_
4. When Organized or Incorporated: \_\_\_\_\_
5. State of Incorporation: \_\_\_\_\_
6. How many years have you been engaged in the contracting business under your present firm or trading name? \_\_\_\_\_
7. General character of work performed by company: \_\_\_\_\_  
\_\_\_\_\_
8. Have you ever failed to complete any work awarded to your firm?  Yes  No. If yes, where and for whom? \_\_\_\_\_  
\_\_\_\_\_
9. Have you ever defaulted on a Contract?  Yes  No. If yes, where and why? \_\_\_\_\_  
\_\_\_\_\_
10. In the past three years, have there been any outstanding debts over sixty days to subcontractors or material/equipment suppliers for work in place of any of your contracts other than a maximum allowance of 10% for retainage?  Yes  No. If yes, how much and why? \_\_\_\_\_  
\_\_\_\_\_
11. In the past three years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any project attributed to your contract?  Yes  No. If yes, explain the circumstances. \_\_\_\_\_  
\_\_\_\_\_
12. Have all payments associated with past labor costs (workers compensation, benefits, etc.) been paid in full to the proper authorities as required by law or agreements?  Yes  No. If no, explain \_\_\_\_\_
13. Attach schedule of current projects under construction with gross contract amount and uncompleted dollar amount of each project and anticipated completion dates. \*\*
14. Attach schedule of major contracts including construction costs completed by your firm within the last three years. \*\*

15. Attach background and experience of principals of the firm. \*\*

*\*\*Attach separate sheets to this Statement of Bidders Personnel and Experience Sheet with Bid Proposal*

16. List names of projects, architects/clients and phone numbers to contact for references for projects in progress or completed in the last three years. \*\*

17. List Bank Reference: \_\_\_\_\_

18. List Trade References: \_\_\_\_\_  
\_\_\_\_\_

Signature of:

\_\_\_\_\_  
(Bidder, if Bidder is an Individual)

\_\_\_\_\_  
(Partner, if Bidder is a Partnership)

\_\_\_\_\_  
(Officer, if Bidder is a Corporation)

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_  
Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_\_ / \_\_\_\_ / \_\_\_\_





# Asbestos Acknowledgement Form

## To All Contractors/Workers

Pursuant to AHERA (Asbestos Hazard Emergency Response Act) Regulations, you are hereby informed that the Owner has conducted an inspection of its buildings for asbestos containing building materials. A Management Plan has been developed and approved. The plan identifies asbestos containing building materials, assesses their friability (the potential to be crumbled or reduced to powder by hand pressure), and recommends action based upon the potential release of asbestos fibers.

You are hereby informed that you have the right to inspect the Management Plan prior to the commencement of your work. You are also directed to inform the Owner if you are going to be working in an area that may cause you to disturb any existing asbestos containing building materials.

Your signature below acknowledges that you have been informed prior to the commencement of work and you have been made aware of your rights under the AHERA Regulations. Each Prime Contractor shall notify his subcontractors of the above notification.

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name (printed)

\_\_\_\_\_  
Date



# Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity: \_\_\_\_\_

## Part 1: Certification

### Complete Part 1 by checking one of the three boxes below

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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:

### Contract Awards and Renewals

- I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below).*



I acknowledge that the Board of Education is relying on the information contained herein and hereby acknowledge 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 answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Board of Education and that the Board of Education at its option may declare any contract(s) resulting from this certification void and unenforceable..

\_\_\_\_\_  
Name of Firm

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
By:  
\_\_\_\_\_  
Official Title



## **Exhibit B**

### **Mandatory Equal Employment Opportunity Language**

N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, c. 127)

N.J.A.C. 17:27

Construction Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - a. The contractor or subcontractor shall interview the referred minority or women worker.
  - b. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - c. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - d. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Department of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

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

- D. The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 *et seq.*

**If the construction Contractor does not submit Form AA-201 as required herein, the Board of Education will declare the contractor non-responsive, rescind the award and award the contract to the next lowest responsible bidder.**



**Certification on Behalf of a Company, Partnership or Organization and All Individuals  
Whose Contributions are Attributable to the Entity Pursuant to Executive Order No. 117  
(2008)**

I hereby certify as follows:

On or after November 15, 2008, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008) has solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) **Any candidate committee and/or election fund of the Governor;**
- b) **A State political party committee;**
- c) **A legislative leadership committee;**
- d) **A county political party committee; or**
- e) **A municipal political party committee.**

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**Name of Company, Partnership or Organization:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Check One of the Following Which Applies:**

**The Company, Partnership or Organization is the Vendor;**

**or**

**the Company, Partnership or Organization is a Principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the vendor, or a Political Organization (e.g., PAC) controlled by the Vendor.**

*\*Please note that if the person signing this Certification is not signing on behalf of all individuals whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008), each of those individuals will be required to submit a separate individual Certification.*

**Individual Certification of Compliance with Executive Order No. 117 (2008)**

I hereby certify as follows:

On or after November 15, 2008, I have not solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) Any candidate committee and/or election fund of the Governor;**
- b) A State political party committee;**
- c) A legislative leadership committee;**
- d) A county political party committee; or**
- e) A municipal political party committee**

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **C. 271 Political Contribution Disclosure Form Contractor Instructions**

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee<sup>1</sup>
- 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.

<sup>1</sup> 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.”

## C. 271 Political Contribution Disclosure Form

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

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Firm Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

**Signed:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s).





## **Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability**

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

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

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

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

Name of Company: \_\_\_\_\_ Authorized Agent: \_\_\_\_\_

Title or Position: \_\_\_\_\_ Signature: \_\_\_\_\_



## Sworn Contractor Certification Requirements

In accordance with N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et. seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

**NOTE:** This list of submittals in the Public School Contracts Law applies to the Bidder and to all listed subcontractors required to be identified by N.J.S.A. 18A:18A-18, in these Bid Documents, being included. **Refer to the Bidder's Checklist to aid in assuring a complete bid submission.** Failure to complete, sign, and submit the certification for Bidder and subs may lead to the bid being rejected.

By Signing and submitting this Sworn Contractor Certification the principal Owner or Officer of the Company or Corporation certifies that the firm has the following qualifications and credentials:

1. A current, valid certificate of contractor registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et. seq. A copy of which is submitted with its bid;
2. A current, valid Certificate of Authority (e.g. now called the Business Registration) to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;
3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;
4. During the term of the school facilities project, I as Principal Owner or Officer of the Company or corporation, as Contractor, will have in place a suitable quality control and quality assurance program and an appropriate safety and health plan.
5. Verifies that, at the time of bidding, the amount of its bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

As the principal Owner or Officer of the Company or Corporation, I certify that, at the time of bidding this project, the amount of the bid proposal and the value of all this firm's outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

\_\_\_\_\_  
Signature of Authorized Representative

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
Print Name and Title

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