



Plumsted Township School District
New Egypt, New Jersey

GOODS AND SERVICES

Bid Specifications
&
General Requirements
For

Substitute Staffing Services

Bid No: 2017-01

Bid Opening Date
Thursday, November 3, 2016

Bid Opening Time
11:00 a.m.

Opening Location: New Egypt High School
Business Office
117 Evergreen Road
New Egypt, NJ 08533

Mr. Sean Gately
Business Administrator/Board Secretary

Plumsted Township School District

Request for Bids

Bid Advertisement

The Plumsted Township Public Schools, New Egypt, New Jersey, hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a,b) for the School Year **2016 - 2017**:

Bid No. 2017-01 Substitute Staffing Services (As Needed Basis)

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

Mr. Sean Gately
Business Administrator/Board Secretary
Plumsted Township School District
117 Evergreen Road
New Egypt, NJ 08533

Fax: 609-758-6808
E mail: gatelys@newegypt.us

Bids must be sealed and delivered to the Office of the Business Administrator/Board Secretary of the Plumsted Township School District *on or before* date and time indicated below. The envelope to bear the following information:

Title:	Substitute Staffing Services (As Needed Basis)
Bid No.:	2017-01
Bidder Name and Address:	
Date:	Thursday, November 3, 2016
Time:	10:00 a.m.

The bid opening process will begin on the above advertised date and time at the Plumsted Township School District, 117 Evergreen Road, New Egypt, New Jersey. Bids may also be submitted to the Business Administrator/Board Secretary or his designee at the bid opening meeting, at the school, prior to the advertised date and time. On the advertised date and time, the Business Administrator/Board Secretary shall publicly receive and open all bids. **No bids shall be received after the time designated in the advertisement.** (N.J.S.A. 18A:18A-21(b)). The Plumsted Township School District does not accept electronic (e-mail) submission of bids.

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination and N.J.A.C. 17:27 et seq.

Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the Plumsted Township School District, for ten percent (10%) of the amount of the total bid, however, not to exceed \$1,000.00.

Corporate bidders are required by law (Chapter 33, Laws of 1977) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be filed 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 Plumsted Township School District 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.

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Review all sections that may affect your Work, and include applicable requirements. All contracts are based on scope information within the whole document set, and are not limited to “trade” drawings and specifications.

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PLUMSTED TOWNSHIP SCHOOL DISTRICT

**ETHICS IN PURCHASING
Statement to Vendors**

School District Responsibility

Recommendation of Purchases

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

School district 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 district 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 Plumsted Township School District or anyone proposing to do business with the Plumsted Township School District.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Plumsted Township School District, 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 Plumsted Township School District 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 Plumsted Township School District, 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 Plumsted Township School District 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 Plumsted Township School District.

Mr. Sean Gately

Business Administrator/Board Secretary

PLUMSTED TOWNSHIP SCHOOL DISTRICT
BUSINESS OFFICE

Sean Gately

TO: All Vendors

UNAUTHORIZED ORDERS

Official Notification

Authorized Purchases

The Plumsted Township School District only recognizes purchases made through the approved purchase order process. All purchases require a:

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

Unauthorized Purchases

Any Plumsted Township School District employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

Vendors' Responsibility

- **Do NOT Honor Requests!**

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

- **Contact the Business Office!**

Please alert Mrs. Carol Florio at (609) 758-6800 ext. 4210 if any Plumsted Township School District employee attempts to place an order without an authorized purchase order.

- **You will NOT Get Paid!**

The Plumsted Township School District will not be held responsible for any unauthorized orders or purchases.

Authorized Signatures

The Plumsted Township School District will only recognize purchase orders signed by:

Mr. Sean Gately, Business Administrator/Board Secretary

PLUMSTED TOWNSHIP SCHOOL DISTRICT
BUSINESS OFFICE
117 Evergreen Road
New Egypt, New Jersey 08533

New Egypt Primary School
131 Evergreen Road
New Egypt, NJ 08533
(609) 758-6800

Dr. Gerald H. Woehr Elementary School
44 North Main Street
New Egypt, NJ 08533
(609) 758-6800

New Egypt Middle School
115 Evergreen Road
New Egypt, NJ 08533
(609) 758-6800

New Egypt High School
117 Evergreen Road
New Egypt, NJ 08533
(609) 758-6800

PLUMSTED TOWNSHIP SCHOOL DISTRICT
New Egypt, New Jersey

2016 – 2017 SCHOOL CALENDAR

To All Vendors:

Please refer to the School Calendar when preparing for delivery of goods and materials.

Monday, July 4, 2016	Schools Closed - Independence Day
Monday, September 5, 2016	Schools Closed - Labor Day
Thursday, November 10, 2016	Schools Closed - NJEA Convention
Friday, November 11, 2016	Schools Closed - NJEA Convention
Thursday, November 24, 2016	Schools Closed - Thanksgiving Recess
Friday, November 25, 2016	Schools Closed - Thanksgiving Recess
Monday, December 26, 2016 - Monday, January 2, 2017	Schools Closed - Winter Break
Monday, January 16, 2017	Schools Closed - Dr. Martin Luther King, Jr. Day
Friday, February 17, 2017	Schools Closed - President's Day Weekend
Monday, February 20, 2017	Schools Closed - President's Day Weekend
Monday, April 10, 2017 - Monday, April 17, 2017	Schools Closed - Spring Break
Monday, May 29, 2017	Schools Closed - Memorial Day

PLUMSTED TOWNSHIP SCHOOL DISTRICT
BUSINESS OFFICE
117 Evergreen Road
New Egypt, New Jersey 08533

BID CHECKLIST

A. Documents to be Returned with Bid

Forms included in the bid package to be returned

1. Bid Proposal Form
2. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire
3. Non-Collusion Affidavit
4. Stockholders' /Partnership Disclosure Affidavit, and Ownership Declaration
5. Contractor/Vendor Questionnaire / Certification
6. Disclosure of Investment Activities in Iran
7. Bidder Comment Form – Optional
8. Acknowledgement of Addenda
9. Chapter 271 Political Contribution Disclosure Form

Additional documents to be included with submission, if required

10. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check) - Required
11. Certificate (Consent) from Surety - Not Required
12. Business Registration Certificate – New Jersey - Required

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 Purchasing Agent 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? (Page 1 Item #2)		
8. Have you allowed ample time for the bid to reach the Business Office?		

Thank you.

Mr. Sean Gately

Business Administrator/Board Secretary

PLUMSTED TOWNSHIP SCHOOL DISTRICT

BUSINESS OFFICE

117 Evergreen Road

New Egypt, New Jersey 08533

GENERAL SPECIFICATIONS

Mr. Sean Gately

Business Administrator/Board Secretary

PLUMSTED TOWNSHIP SCHOOL DISTRICT
BUSINESS OFFICE
117 Evergreen Road
New Egypt, New Jersey 08533

Substitute Staffing Services

INSTRUCTIONS TO BIDDERS

1. BIDS ARE TO BE SUBMITTED TO:

Mr. Sean Gately, Business Administrator/Board Secretary
Plumsted Township School District
Business Office
117 Evergreen Road
New Egypt, NJ 08533

BY: **10:00 a.m.** PREVAILING TIME

ON: **Thursday, November 3, 2016**

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.

Bids must be placed in a *sealed* envelope/package marked as shown below on the front of the envelope/package. Bidders should also keep a complete copy of the bid packet, exactly as submitted.

Envelope Label Information:

District: Plumsted Township School District
Bid Number: 2017-01
Project: Substitute Staffing Services
Bid Date: Thursday, November 3, 2016
Bid Time: 10:00 a.m.
Bidder: *Name of Company*
Address
City, State ZIP

The Plumsted Township School District does not accept electronic (e-mail) submission of bids.

2. BID OPENING MEETING

All bids will be publicly received and unsealed by the Business Administrator/Board Secretary opened in the Business Office of the New Egypt High School, 117 Evergreen Road, New Egypt, NJ 08533, and read beginning at **10:00 a.m.** on **Thursday, November 3, 2016**. Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete and presented to the Business Administrator/Board Secretary prior to the advertised bid date and time. No bids shall be received or accepted by the Plumsted Township School District after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))

3. AFFIRMATIVE ACTION REQUIREMENTS

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

- i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

- ii. A certificate of employee information report approval issued in accordance with N.J.A.C.17:27-4; or
- iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of bid. However, the Plumsted Township School District will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

"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.

4. AMERICANS WITH DISABILITIES ACT

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

5. 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 Plumsted Township School District 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 Schools Contract 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.

6. 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 Plumsted Township School District.

A. Bid Guarantee ☒ REQUIRED ☐ NOT REQUIRED

Each bid when required shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$1,000.00 (One thousand dollars), made payable to the Plumsted Township School District.

When required, each bid shall be accompanied by a bid bond, cashier's or certified check for ten per cent (10%) of the amount of the total contract, but not in excess of \$1,000.00. This guarantee shall be made payable to the Plumsted Township School District. 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 surety (performance) bond is filed with the Plumsted Township School District.

The bid security check for unsuccessful bidders will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

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

All bid bonds submitted must be signed and witnessed with original signatures. The Plumsted Township School District 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 Plumsted Township School District will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list (Approved Surety Companies) may be available

upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

The Plumsted Township School District will not accept a bid with multiple bid numbers listed on the bond.

Failure to submit a bid guarantee when required shall be cause for disqualification and rejection of bid.

B. Certificate (Consent) of Surety

☐ REQUIRED

☒ 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 the certificate (consent) of Surety will be cause for disqualification and rejection of bid.

C. Performance Bond

☐ REQUIRED

☒ 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 Plumsted Township School District and shall be in the form required by Statute. **For this bid, the Board requires a performance bond in the amount of one year's operating cost to the Plumsted Township School District.**

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner 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 Owner 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 Owner 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 Owner.

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 Plumsted Township School District 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 Plumsted Township School District will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

7. **BID PRICE GUARANTEE**

When the Plumsted Township School District 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 Plumsted Township School District.

8. **BID PRICES**

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

9. 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, so please fill out 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 Plumsted Township School District 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 contract 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 Plumsted Township School District will not accept multiple bids on an individual basis, nor will the Plumsted Township School District accept a “bottom line” or “all or none” bid subject to the bidder receiving the entire contract.

10. BIDDER COMMENT SHEET

This form is for bidder’s use in offering voluntary alternates, or other comments intended to afford the Plumsted Township School District information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the bidder does not like. The bid provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the bidder wishes to raise objection, this must be done at the prebid meeting, or in writing to the Architect or Business Administrator/Board Secretary through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record.

11. BIDDER’S RESPONSIBILITY FOR BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented to the Business Office and officially received before the advertised date and time of the bid. It is understood and agreed upon that any person in the Plumsted Township School District will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed.

12. BRAND NAME OR EQUIVALENT

Whenever the Plumsted Township School District 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 Plumsted Township School District 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 Plumsted Township School District 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 Plumsted Township School District will not accept multiple bids on individual items.

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

Pursuant to N.J.S.A. 52:32-44 as amended, all bidders shall submit with their bid package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification prior to the award of contract, will be cause for the rejection of the entire bid.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: **1)** The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; **2)** prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; **3)** during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

14. CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 18A:18A-15)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the 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 Plumsted Township School District or the award of a contract.

15. 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.

Contractor is to comply with the New Jersey State Uniform Construction Code and the Plumsted Township Construction Code. Contractor is to obtain local municipal building permit and pay for same. Contractor is to abide by local inspection requirement.

16. 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 Plumsted Township School District. The Plumsted Township School District 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 Plumsted Township School District feels are in the best interests of the Plumsted Township School District. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 18A:18A-36 the Plumsted Township School District 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 Plumsted Township School District, 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 Plumsted Township School District, the contractor shall sign and execute a formal contract agreement between the Plumsted Township School District and the contractor, ***when required***.

If a formal contract is not required by the Plumsted Township School District, an approved and signed Plumsted Township School District Purchase Order will constitute as a contractual agreement. When a formal contract is required the contractor shall sign and execute said contracts and return said contracts along with the following:

1. Performance Bond in the total amount of the contract (***if required***);
2. Insurance Certificate with the Plumsted Township School District as an additional insured (***if required***);
3. Affirmative Action Evidence Affirmative Action certificate or copy of completed form AA 302 together with proof of payment;
4. Other required documents as may be outlined in the bid specifications.

The executed contracts and related documents must be returned to

Mr. Sean Gately, Business Administrator/Board Secretary
Plumsted Township School District
Business Office
117 Evergreen Road
New Egypt, New Jersey 08533

within ten (10) days of receipt of notification. 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 Plumsted Township School District with the bid security

becoming property of the Plumsted Township School District. The Plumsted Township School District reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

D. Renewal of Contract; Services

The Plumsted Township School District may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The Business Administrator/Board Secretary may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Plumsted Township School District. 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 Plumsted Township School District 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 starting on or before the date listed in the Technical Specifications.

F. Purchase Order Required; Notice to Proceed

No contractor or vendor shall commence 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.

17. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The Plumsted Township School District 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.

18. DELETION OF BIDDERS FROM BIDDERS LIST

The Plumsted Township School District 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."

19. DELIVERY

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

A. Inside Delivery

Items are to be delivered to a Plumsted Township School District location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school.

B. Spotted Delivery

Items are to be delivered to a Plumsted Township School District location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible to then uncrate, setup, assemble items to determine good working order and remove all debris to the satisfaction of the Plumsted Township School District.

Contractors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Plumsted Township School District.

If a specialized person is needed to setup, assemble or erect item, such assembly shall be completed within five (5) school days of the actual delivery date.

Failure to assemble, setup, or erect items within the stated time may result in a \$100.00 per day assessment against the bidder for each day items are not assembled, setup or erected.

The Plumsted Township School District will not be responsible for any extra delivery costs. All bid prices for materials, goods and supplies are to include all shipping, freight, delivery and handling costs.

Specific delivery instructions are provided in the General Specifications.

Please note! All packages, boxes, cartons etc., when delivered, must be plainly marked on the outside as to contents, and the Plumsted Township School District purchase order number must be clearly printed on the packages, boxes, cartons, etc.

Delivery Guarantee

The contractor agrees to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications.

Failure to deliver the designated items within the prescribed period of time shall cause the Plumsted Township School District to deduct penalties as per the schedule listed in the general specifications.

Delivery Times

The contractor shall deliver items to the schools Monday through Friday

9:00 a.m. through 12:00 NOON

Vendors are to secure written permission from the Supervisor of Buildings and Grounds at (609) 758-6800 to deliver items during times other than previously mentioned.

20. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms* provided by the Plumsted Township School District 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 Business Administrator/Board Secretary at (609) 758-6800 for duplicate copies of the forms. This must be done before the bid date and time. The Plumsted Township School District accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

21. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the Plumsted Township School District 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 Plumsted Township School District will not accept facsimile or rubber stamp signatures.

*Forms provided by the Plumsted Township School District that must be returned with bid.

- Bid Proposal Form
- Affirmative Action Questionnaire or Affirmative Action Evidence
- Non Collusion Affidavit
- Stockholders' Disclosure/ Ownership Declaration

- Contractor/Vendor Questionnaire and Certification
- Acknowledgement of Addenda
- Chapter 271 – Political Contribution Disclosure Form

*Please check your bid package for these forms!

22. ESTIMATED QUANTITIES

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

23. 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.

24. 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.

25. 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 Plumsted Township School District to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

26. INSURANCE AND INDEMNIFICATION

The bidder to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

General Liability -- \$2,000,000. General Aggregate
 \$1,000,000. Products
 \$1,000,000. Personal Injury
 \$1,000,000. Each Occurrence
 \$50,000. Fire Damage
 \$5,000. Medical Expense

(A) *Insurance Certificate – When Required*

- a. The contractor must present to the Plumsted Township School District an insurance certificate in the above types and amounts before any work or service begins.
- b. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- c. The certificate holder shall be as follows:

Plumsted Township School District
c/o The Business Office
117 Evergreen Road
New Egypt, NJ 08533

- d. Additional Insured Claim -- The contractor must include the following clause on the insurance certificate.

“Plumsted Township School District is named as an additional insured”

OTHER INSURANCES

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
<u>Contract Liability</u>	Same as General Liability
<u>Automobile Liability</u>	\$1,000,000 Per Occurrence

(B) *Indemnification*

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Plumsted Township School District 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 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.

27. 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 Business Administrator/Board Secretary must be received at least ten (10) days 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.

28. IRAN DISCLOSURE N.J.S.A. 18A:18A-49.4

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. 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 entity.

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.

29. LIABILITY – COPYRIGHT

The contractor shall hold and save the Plumsted Township School District, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

30. 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.

31. NON-COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the bid. (N.J.S.A. 2A:93-6).

32. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Plumsted Township School District 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 to the satisfaction of the Plumsted Township School District, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Plumsted Township School District at its discretion may make partial payments. All payments are subject to approval by the Plumsted Township School District at a public meeting. Payment may be delayed from time to time depending on the Plumsted Township School District meeting schedule.

Invoices

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the purchase order number from the Plumsted Township School District.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the goods or services rendered.
- The invoice must be submitted to the Business Office.
- Invoices must be submitted within thirty (30) days of service.

Payment, prompt (Optional Discount)

The Plumsted Township School District may request in the General Specifications of this bid, a prompt payment discount. If so offered by the Plumsted Township School District, vendors and contractors at their option may request prompt payment by offering to the Plumsted Township School District a percentage (%) discount deduction from the total amount of the contract (order).

If the Plumsted Township School District accepts the percentage (%) discount offered by the vendor/contractor it shall pay the vendor/contractor the total contract amount minus the percentage (%) discount within twenty-one (21) days. If the Plumsted Township School District is unable to meet the twenty-one (21) day deadline the discount will not be deducted from the total contract order amount.

The twenty-one (21) day period begins with the receipt of all goods ordered or services rendered to the complete satisfaction of the Plumsted Township School District, provided the Plumsted Township School District receives the appropriate documentation including but not limited to:

- Signed voucher by vendor
- Invoices
- Packing Slips
- Certification of completion of project by Building Services

<u>Example:</u>	Contract Order	\$52,000.00
	Prompt Payment Discount 8%	- 4,160.00
	Prompt Payment	\$47,840.00

Please note: The prompt payment clause, because it is an option by both the vendor and the Plumsted Township School District, **shall not be** a factor in determining the lowest responsible bid.

33. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

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

34. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

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.

35. PRODUCT GUARANTEE; NO SUBSTITUTIONS

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

36. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Plumsted Township School District 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 Plumsted Township School District as the Plumsted Township School District may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

37. 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
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

38. SAMPLES

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

39. STOCKHOLDERS' DISCLOSURE

All bidders are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the bid or accompanying the bid, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest herein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. (N.J.S.A. 52:25-24.2)

40. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services providers, and all vendors with whom the Plumsted Township School District 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 Plumsted Township School District without first receiving written permission from the Business Administrator/Board Secretary.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The Business Administrator/Board Secretary may require the following documents to be secured from all approved subcontractors:

- Insurance Certificate as outlined in the bid specifications;

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

In cases of subcontracting, the Plumsted Township School District shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Plumsted Township School District 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 Plumsted Township School District 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 Plumsted Township School District. Contractors may not use the Plumsted Township School District's tax exempt status to purchase supplies, materials, service or equipment.

42. TERMINATION OF CONTRACT

If the Plumsted Township School District 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 Plumsted Township School District 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 Plumsted Township School District of the contract does not absolve the contractor from potential liability for damages caused the Plumsted Township School District by the contractor's breach of this agreement. The Plumsted Township School District may withhold payment due the contractor and apply same towards damages once established. The Plumsted Township School District 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 Plumsted Township School 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 Plumsted Township School District for convenience without any liability or penalty to the Plumsted Township School District 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 Business Administrator/Board Secretary may consider a written request from a bidder to withdraw a bid if the written request is received by the Business Administrator/Board Secretary before the advertised time of the bid opening. Any bidder who has been granted permission by the Business Administrator 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 Plumsted Township School District may consider a written request from a bidder to withdraw a bid, if the written request is received by the Business Administrator 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 Business Administrator/Board Secretary and the Architect/Engineer of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Plumsted Township School District. If the Plumsted Township School District 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 Plumsted Township School District.

PLUMSTED TOWNSHIP SCHOOL DISTRICT
Business Office
117 Evergreen Road
New Egypt, New Jersey 08533

TECHNICAL SPECIFICATIONS

Mr. Sean Gately
Business Administrator/Board Secretary

PLUMSTED TOWNSHIP SCHOOL DISTRICT

BUSINESS OFFICE

117 Evergreen Road

New Egypt, New Jersey 08533

Substitute Staffing Services

1. INTENT OF BID

The intent of the bid is to secure competitive pricing for Substitute Staffing Services on “as needed” basis for the Plumsted Township School District, New Egypt, NJ.

2. BACKGROUND OF SCHOOL

The Plumsted Township School District is a PreK - 12 school district that has an enrollment of approximately 1,400 students.

3. SCOPE OF SERVICES

The Plumsted Township School District seeks a company (“the Company”) that will provide qualified substitute staff on as “as needed” basis when so requested by the school. The successful company shall consult with the District concerning the hiring, assignment or dismissal of the substitutes. The Company shall conduct all interviews, screening, training, background checks and certification licenses of all substitute staff recommended for use by the District.

The Company shall provide the appropriately trained substitutes to fill the requested placements of the Charter School as to grade level, clerical experience, etc.

The substitute staff members are considered employees of the Company and not of the Plumsted Township School District.

The Company shall maintain all personnel records of the staff and shall be responsible for all payment of wages, benefits (if any), payroll taxes, etc.

The Company shall provide all workers’ compensation insurance as may be required by law. The Company shall pay the substitute staff.

4. ENTRANCE CONFERENCE

The Company and the Plumsted Township School District shall hold an entrance conference to meet and discuss the following items prior to the start of the contract:

- A. Plumsted Township School District obligations as to the contract;
- B. Method of operation for requesting substitutes;
- dC. Compliance with all federal and state law; code as it pertains to the implementation of the contract;
- D. Diversity training for all substitute staffing;
- E. Proof that teacher and paraprofessional have training interacting with students with special needs; and
- F. Other matters of importance.

5. TERM OF CONTRACT/OPTION TO RENEW CONTRACT

The term of contract will be from January 1, 2017, through December 31, 2017. The Plumsted Township School District has the option to renew this contract for two (2) one year (1) periods, not to exceed the maximum of two (2) years.

6. STAFFING NEEDED

The Plumsted Township School District has listed on the Bid Proposal Form the staffing positions that may be needed, effective January 1, 2017.

7. AWARD OF CONTRACT

All bidders shall provide substitute staffing as specified and shall pay the substitute (Pay Rate to Substitute) a rate of pay as provided by the company on the Bid Proposal Form. The Company shall provide a Billing Rate (Company Billing Rate) for each substitute position as provided on the Bid Proposal Form.

It is therefore the intention of the Plumsted Township School District to award the contract to the Company that submits the lowest responsible bid pricing for substitute services.

8. QUALIFICATIONS OF COMPANY

The Plumsted Township School District requires the following:

- A. Experience
The Company shall provide evidence that it has at least five (5) years of experience providing substitute staffing services for public schools.
- B. References
The Company shall provide letters of reference from a minimum of three (3) public schools within the last five (5) years.
- C. Standard form of Agreement
The Company shall provide a model Standard Form of Agreement that outlines that company's obligations, responsibilities and duties with a typical contract. Of most importance, the model of agreement shall highlight the method of operations the Company uses in providing high quality and experienced staffing to the Plumsted Township School District.
- D. Online Web Based Program
The Company shall provide evidence that it has a successful, user friendly online or web based substitute placement and absentee management system that will facilitate the school's ability to secure qualified substitutes.

PLUMSTED TOWNSHIP SCHOOL DISTRICT
Business Office
117 Evergreen Road
New Egypt, New Jersey 08533

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)).

Mr. Sean Gately
Business Administrator/Board Secretary

To be completed and signed below.

Return With Bid

**BID PROPOSAL FORM
SUBSTITUTE STAFFING SERVICES**

Bid No. 2017-01

Bid Date: Thursday, November 3, 2016

The Plumsted Township School District requests pay rates and company billing prices from January 1, 2017, through December 31, 2017, for the following personnel:

Position	Pay Rate to Substitute per day	Company Billing Rate per day
Teacher Full Day NJ Certified Teacher		
Teacher Full Day NJ Sub Certification with Teacher Certification		
Teacher Full Day NJ Sub Certification with BA/BS (No Certification)		
Teacher Full Day Long Term		
Teacher ½ Day		
Paraprofessional/Teacher Assistant/Classroom Aide Full Day		
Secretarial/Clerical Worker		
Secretarial/Clerical Long Term		

Award of Contract

All bidders shall provide substitute staffing as specified and shall pay the substitutes (Pay Rate to Substitute) a rate of pay as provided by the company on the Bid Proposal Form. The Company shall provide a Billing Rate (Company Billing Rate)

It is therefore the intention of the Plumsted Township School District to award the contract to the Company that submits the lowest responsible bid pricing for substitute services.

Name of Company

Address

City

State

Zip

FEIN Tax ID

NJ State Contract No.

Telephone

Fax

Authorized Agent Name (Print) and Title

E-Mail Address

Authorized Signature

Date

To be completed and signed below.

Return With Bid

**AFFIRMATIVE ACTION QUESTIONNAIRE
SUBSTITUTE STAFFING SERVICES**

Bid No. 2017-01

Bid Date: Thursday, November 3, 2016

This form is to be completed and returned with the bid. However, the Plumsted Township School District 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.

2. 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/

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

Department of Treasury
Division of Public Contracts/EEO Compliance
P.O. Box 209
Trenton, NJ 08625-0002

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 within seven (7) days of the notice of the intent to award the contract or the signing of the 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 and signed below.

Return With Bid

**NON-COLLUSION AFFIDAVIT
SUBSTITUTE STAFFING SERVICES**

Bid No. 2017-01

Bid Date: Thursday, November 3, 2016

Re: Bid Proposal for the Plumsted Township School District.

STATE OF _____

: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 Plumsted Township School District 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 and signed below.

Return With Bid

**STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP
SUBSTITUTE STAFF SERVICES**

Bid No. 2017-01

Bid Date: Thursday, November 3, 2016

Re: Bid Proposal for the Plumsted Township School District.

Please check one type of Ownership, complete the form, and execute where provided.

- | | |
|---|---|
| ☐ <u>Corporation--</u> | ☐ <u>Limited Partnership--</u> |
| ☐ <u>Partnership--</u> | ☐ <u>Limited Liability Corp.--</u> |
| ☐ <u>Sole Proprietorship--</u> | ☐ <u>Limited Liability Partnership--</u> |
| ☐ <u>Sub Chapter S Corp.--</u> | ☐ <u>Other-_____</u> |

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID. In the event that there are no persons who own ten percent or more of the stock or ownership of the bidder, then such fact should be certified below as part of this disclosure.

Name of Company _____

Address _____

City, State, Zip _____

List of Owners with Ten Percent (10%) or More Interest

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Shares Owned</u>

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature _____ Date _____

(form continued on next page)

To be completed and signed below.

Return With Bid

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (con't)

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized

Names of Principals

Title

Use additional paper if needed. Check here

☐

if additional sheets are attached.

Name of Company

Address

City, State, Zip

Authorized Agent (Print)

SIGNATURE OF AUTHORIZED AGENT

To be completed and signed below.

Return With Bid

**CONTRACTOR/VENDOR QUESTIONNAIRE/CERTIFICATION
SUBSTITUTE STAFFING SERVICE**

Bid No. 2017-01

Bid Date: Thursday, November 3, 2016

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

E-Rate SPIN No. _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Systems 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 Plumsted Township School District, 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 Plumsted Township School District 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.

I certify that I am not an official or employee of the Plumsted Township School District.

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 Plumsted Township School District.

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a1-4) concerning vendor contributions to school board members.

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

PLUMSTED TOWNSHIP SCHOOL DISTRICT
New Egypt, NJ 08533

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: **2017-01**

Name of Company: _____

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

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

- ☐ ***is not*** providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran, AND
- ☐ ***is not*** a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Plumsted Township School District under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2 – ONLY COMPLETE IF ENGAGING IN INVESTMENT ACTIVITIES IN IRAN

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 box below.

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

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature _____

Title: _____ Date: _____

Name of Company: _____ City/State/Zip: _____

BIDDER'S COMMENT FORM SUBSTITUTE STAFFING SERVICE

Bid No. 2017-01

Bid Date: Thursday, November 3, 2016

This form is for Bidder's use in offering voluntary alternates, or other comments intended to afford the Plumsted Township School District information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Bidder does not like. The bid provided must be based upon the plans and specs, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise objection, this must be done at the prebid meeting, or in writing to the Architect through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record. Inquiries raised too close to the bid date will not be able to be answered.

Name of Company

Address

City, State, Zip

Name of Authorized Representative

Signature _____ **Title** _____ **Date** _____

To be completed and signed below.

Return With Bid

**ACKNOWLEDGEMENT OF ADDENDA
SUBSTITUTE STAFFING SERVICE**

Bid No. 2017-01

Bid Date: Thursday, November 3, 2016

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**

To be completed and signed below.

Return With Bid

**PLUMSTED TOWNSHIP SCHOOL DISTRICT
Business Office**

117 Evergreen Road
New Egypt, New Jersey 08533

**Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25**

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. 2017-01

Bid Date: Thursday, November 3, 2016

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

N.J.S.A. 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.**

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.

52:34-25 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. 52:34-25.

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 52:34-25**

County Name: Ocean

State: Governor and Legislative Leadership Committees

Legislative District #'s: 9,10,12,30

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

County:

Freeholders
Surrogate

County Clerk
Registrar of Deeds

Sheriff

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

Barnegat Light Borough	Jackson Township	Pine Beach Borough
Barnegat Township	Lacey Township	Plumsted Township
Bay Head Borough	Lakehurst Borough	Point Pleasant Beach Borough
Beach Haven Borough	Lakewood Borough	Point Pleasant Borough
Beachwood Borough	Lavallette Borough	Seaside Heights Borough
Berkeley Township	Little Egg Harbor Township	Seaside Park Borough
Brick Township	Long Beach Township	Ship Bottom Borough
Dover Township	Manchester Township	South Toms River Borough
Eagleswood Township	Mantoloking Borough	Stafford Township
Harvey Cedars Borough	Ocean Gate Borough	Surf City Borough
Island Heights Borough	Ocean Township	Tuckerton Borough

Boards of Education (Members of the Board):

Barnegat Township	Lakehurst Borough	Plumsted Township
Bay Head Borough	Lakewood Borough	Point Pleasant Beach Borough
Beach Haven Borough	Lavallette Borough	Point Pleasant Borough
Berkeley Township	Little Egg Harbor Township	Seaside Heights Borough
Brick Township	Long Beach Island	Seaside Park Borough
Central Regional	Manchester Township	Southern Regional
Eagleswood Township	Ocean Gate Borough	Stafford Township
Island Heights Borough	Ocean Township	Toms River Regional
Jackson Township	Pinelands Regional	Tuckerton Borough
Lacey Township		

Fire District (Board of Fire Commissioners):

Brick Township Fire District No. 1	Jackson Township Fire District No. 3
Brick Township Fire District No. 2	Jackson Township Fire District No. 4
Brick Township Fire District No. 3	Lakewood Township Fire District No. 1
Dover Township Fire District No. 1	Little Egg Harbor Township Fire District No. 1
Dover Township Fire District No. 2	Little Egg Harbor Township Fire District No. 2
Jackson Township Fire District No. 1	Little Egg Harbor Township Fire District No. 3
Jackson Township Fire District No. 2	Plumsted Township Fire District No. 1

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

The contractor and the Plumsted Township School District (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.

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
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at 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)

BID SPECIFICATIONS FOR THE LABELING OF LIQUID, POWDER AND
GASEOUS SUPPLIES DELIVERED TO
PLUMSTED TOWNSHIP SCHOOL DISTRICT

RIGHT TO KNOW

1. All products that you deliver to the Plumsted Township School District 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 Plumsted Township School District reserves the right to reject any shipment not in compliance with the above specifications.

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY COUNTY STATE ZIP CODE		
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☐	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the

Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TO All Bidders:

REMINDER!

Did you sign all of the bid documents?

All bid documents returned to the Board shall be signed with original signatures. Please try to use **blue ink**.

The Board will not accept facsimile or rubber stamp signatures.

Failure to sign all bid documents may be cause for disqualification and rejection of the bid.

Mr. Sean Gately
Business Administrator/Board Secretary

fund has been over expended in violation of N.J.A.C. 6A:23A-16.10(b) and that sufficient funds are available to meet the District's financial obligations for the remainder of the fiscal year.

7. Recommend approval of a contract between Pocono Valley, Pocono Mountains, PA and New Egypt High School for the 2017 Senior trip, to be held on Wednesday, May 24, 2017 from 10:00 a.m. - 8:00 p.m., in the amount of \$7,500.00 at no cost to the Board.
8. Recommend ratification of a contract with Professional Education Services, Inc. (PESI) to provide bedside instructional services at a rate of \$47.00 per hour for the 2016 – 2017 school year.
9. Recommend ratification of a contract renewal with Garden State Transport to provide transportation for the 2016 - 2017 school year in the amount of \$641,008.80.
10. Recommend ratification of a contract renewal with Rick Bus Company to provide transportation to the New Egypt High School for the 2016 - 2017 school year for route NH09 in the amount of \$12,238.20.

Roll Call

Yes

Mr. Witham, Mrs. Potter,
Mr. Probasco, Mrs. Septor,
Mrs. Soles

No

None

Absent

Mr. Midgett, Mrs. Sempervive

Mr. Probasco moved with a second by Mrs. Potter that A.11 – A.12 be approved:

11. Recommend the acceptance of bids for Substitute Staffing Services as follows:

Position (All rates are per day)	Insight Workforce Solutions, LLC	Source4Teachers
Teacher Full Day NJ Certified Teacher	\$109.60	\$108.00
Teacher Full Day NJ Sub Certification with Teacher Certification	\$109.60	\$108.00
Teacher Full Day NJ Sub Certification with BA/BS (No Certification)	\$109.60	\$108.00
Teacher Full Day Long Term	\$171.25	\$168.75
Teacher ½ Day	\$54.80	\$54.00
Paraprofessional/Teacher Assistant/Classroom Aide Full Day	\$82.20	\$81.00
Secretarial/Clerical Worker	\$102.75	\$101.25
Secretarial/Clerical Long Term	\$102.75	\$101.25

12. Recommend the award of a contract for Substitute Staffing Services to Source4Teachers from January 1, 2017 through December 31, 2017, as per the rates in A.11.

Discussion: Mr. Probasco asked for an explanation on A.12. Mr. North explained the contract for A.12, Source4Teachers.

Mr. Witham asked how this ties in with motion B.17, Substitutes. Mr. North explained the substitute approval and Source4Teachers.

Mrs. Septor asked if Source4Teachers guarantees fill rate. Mr. North responded they don't guarantee fill rate.

Roll Call

Yes

Mr. Probasco, Mrs. Potter,
Mr. Witham. Mrs. Septor,
Mrs. Soles

No

None

Absent

Mr. Midgett, Mrs. Sempervive

B. Personnel Motions

Mrs. Septor moved with a second by Mr. Witham that B.1 – B.24 be approved:

1. Recommend approval of George Allen as District School Accountant, effective November 28, 2016 at a salary of \$76,000.00, prorated, pending the successful completion of the application process by the Superintendent of Schools and that criminal history clearance is obtained through the State of New Jersey in accordance with the law.
2. Recommend approval of Melissa Galaz as a paraprofessional at New Egypt High School, effective November 10, 2016 at a salary of \$18,000.00, prorated, pending the successful completion of the application process by the Superintendent of Schools and that criminal history clearance is obtained through the State of New Jersey in accordance with the law.
3. Recommend approval of Deanna Russell as a paraprofessional at the Dr. Gerald H. Woehr Elementary School to fill the leave of absence of Jennifer Fiamoncini effective December 1, 2016 - March 8, 2017 at a rate of \$75.00 per diem.
4. Recommend ratification and revision of the approval of a medical leave of absence for Jana Kekesi, Dr. Gerald H. Woehr Elementary School Teacher:

<u>LEAVE</u>	<u>FROM</u>	<u>THROUGH</u>
Medical Leave with pay, with benefits	October 10, 2016	October 21, 2016
FMLA Medical Leave without pay, with benefits	October 24, 2016	November 4, 2016

Budget Worksheet

Account	Description	2021-22		2022-23		Original Appropriation	2023-24		2024-25		
		Current Appropriation	Total Disbursed	Current Appropriation	Total Disbursed		Current Appropriation	Total Encumbered	Projected	Amt	Pct
11-190-100-500-000-00-251	General Instruction - Contracted - District	146,041.16	145,774.36	25,294.99	13,274.27		255,936.80	255,936.80	240,000.00	(15,936.80)	-6.23%
	Contracted Substitute Teacher Services						240,000.00	x 1.0000	240,000.00		
Instruction		146,041.16	145,774.36	25,294.99	13,274.27		255,936.80	255,936.80	240,000.00	(15,936.80)	-6.23%
Grand Totals:		146,041.16	145,774.36	25,294.99	13,274.27		255,936.80	255,936.80	240,000.00	(15,936.80)	-6.23%