

Woodstown-Pilesgrove Regional Board  
of Education  
Woodstown, New Jersey

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**Goods and Services**  
Bid Specifications  
&  
General Requirements For

**TITLE OF BID: SCHOOL SECURITY  
SERVICES**

**Tuesday, May 16, 2017**

Bid Opening Date

**11:00 a.m.**

Bid Opening Time

**Mr. Andrew R. Eubanks**  
Interim School Business Administrator

WOODSTOWN-PIESGROVE REGIONAL BOARD OF EDUCATION  
**REQUEST FOR BIDS**  
**Bid Advertisement**

**SCHOOL SECURITY SERVICES**

NOTICE is hereby given that the Woodstown-Pilesgrove Regional Board of Education is accepting competitive bids for SCHOOL SECURITY SERVICES on Tuesday, May 16, 2017 at 11:00 a.m.

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

Mr. Andrew R. Eubanks  
Interim School Business Administrator / Board Secretary  
Woodstown-Pilesgrove Regional Board of Education  
135 East Avenue  
Woodstown, NJ 08098  
Fax 856-769-8036  
EMAIL: eubanks.a@woodstown.org

Bids should be submitted on the required forms, in a sealed container labeled **SCHOOL SECURITY SERVICES** and delivered to Andrew R. Eubanks, Interim School Business Administrator as provided below:

Prospective bidders may direct inquiries to Mr. Andrew R. Eubanks, Interim School Business Administrator 856-769-0144 ext. 22251. Bids must be submitted to Andrew R. Eubanks, Interim School Business Administrator, Woodstown-Pilesgrove Regional School District, 135 East Avenue, Woodstown, NJ 08098.

The Board assumes no responsibility for misdirected or undelivered proposals.

Any oral communications will be considered unofficial and non-binding. No proposal may be withdrawn for a period of ninety (90) days after the date set for the opening thereof. The contract will be awarded to the bidder that will best promote the public interest and is most advantageous to the District based upon the evaluation criteria contained in the BID.

The Woodstown-Pilesgrove Regional Board of Education reserves the right to waive any and all guidelines and requirements herein and to reject any and all proposals in accordance with the Public School Contracts Law. Proposals shall be in conformance with all applicable federal, state and municipal laws, including the Public School Contracts Law of the State of New Jersey N.J.S.A. 18A: 18A-1 et seq. and N.J.S.A. 10:5:31 et seq. and N.J.A.C.17: 27-1.1 regarding Affirmative Action during the provision of the goods and services.

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Mr. Andrew R. Eubanks  
Interim School Business Administrator

WOODSTOWN-PILESGROVE REGIONAL BOARD OF EDUCATION  
 Board Office  
 Woodstown, New Jersey 08098

**BID CHECKLIST**

**A. Documents to be Returned with Bid**

1. Acknowledgement of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire
3. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check) **N/A**
4. Bid Price Sheet
5. Bidder Comment Form – Optional
6. Business Registration Certificate – New Jersey
7. Certificate (Consent) from Surety (*Only if Required*) **N/A**
8. Chapter 271 Political Contribution Disclosure Form
9. Contractor/Vendor Questionnaire / Certification
10. Non-Collusion Affidavit
11. Stockholders' /Partnership Disclosure Affidavit, and Ownership Declaration
12. Security Agency License issued by State of NJ, Dept. of Law & Public Safety, Division of State Police.
13. Exhibit A – Mandatory Equal Employment Opportunity Language
14. Disclosure of Investments Activities in IRAN

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

**B. Reminder Checklist**

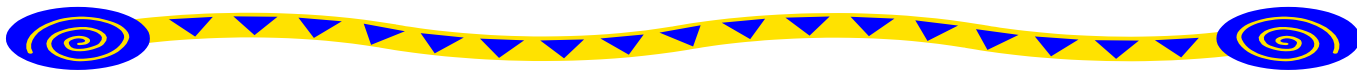
As a courtesy, the Office of the Purchasing Agent has prepared this reminder checklist for items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

<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 ( <b>blue ink</b> )? 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) <b>N/A</b>	<b>N/A</b>	<b>N/A</b>
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?		

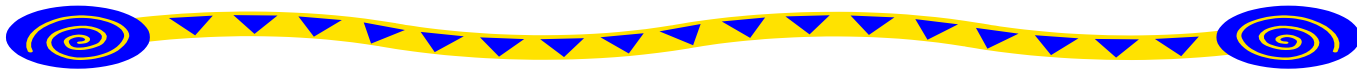
Thank you,  
 Andrew E. Eubanks, Interim SBA/BS

**WOODSTOWN-PILESGROVE REGIONAL BOARD OF EDUCATION**

*Board Office  
135 East Avenue  
Woodstown, New Jersey 08098*



**GENERAL  
SPECIFICATIONS**



**Mr. Andrew R. Eubanks**  
Interim School Business Administrator

**WOODSTOWN-PILESGROVE REGIONAL BOARD OF EDUCATION**

*Board Office*  
135 East Avenue  
Woodstown, New Jersey 08098

**Title of Bid: SCHOOL SECURITY SERVICES**

**INSTRUCTIONS TO BIDDERS**

**1. BIDS ARE**

**TO BE RETURNED TO:**

**Mr. Andrew R. Eubanks**

Board Office  
Woodstown-Pilesgrove Regional Board of Education  
135 East Avenue  
Woodstown, New Jersey 08098

BY: **11:00 a.m.** PREVAILING TIME

ON: **Tuesday, May 16, 2017**

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

Envelope Label Information:

District :	<b>Woodstown-Pilesgrove Regional Public Schools</b>
Project:	<b>Title of Bid: SCHOOL SECURITY SERVICES</b>
Bid Date:	<b>Tuesday, May 16, 2017</b>
Bid Time:	<b>11:00 a.m.</b>
Bidder:	<i>Name of Company</i>
	<i>Address</i>
	<i>City, State Zip</i>

The Board of Education does not accept electronic (e-mail) submission of bids.

**3. BID OPENING**

All bids will be publicly opened in the Board of Education meeting room, and read beginning at **11:00 a.m. on Tuesday, May 16, 2017**. 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 Office before the bid date and time. Bids will not be accepted or received by the Board of Education after the advertised bid date and time. (N.J.S.A 18A:18A-21(b))

**4. AFFIRMATIVE ACTION REQUIREMENTS**

Each contractor/vendor 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/vendor 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/vendor, 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 Board 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.

**5. AMERICANS WITH DISABILITIES ACT**

The contractor/vendor 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.

**6. ALTERNATIVE DISPUTE RESOLUTION PROCESS**

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

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

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

A. Bid Guarantee  REQUIRED  **NOT REQUIRED**

**Each bid when required shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$ \_\_\_\_\_ N/A \_\_\_\_\_ (\_\_\_\_\_ N/A \_\_\_\_\_ dollars), made payable to the Woodstown-Pilesgrove Regional Board of Education.**

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 annual contract, but not in excess of \$20,000. This guarantee shall be made payable to the Woodstown-Pilesgrove Regional Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and surety (performance) bond is filed with the Woodstown-Pilesgrove Regional Board of Education.

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

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

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

**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/vendor 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 Woodstown-Pilesgrove Regional Board of Education and shall be in the form required by Statute. **For this bid, the Board requires a performance bond in the amount of \$ N/A (\_\_\_\_\_ dollars).**

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/vendor, 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/vendor.

It is expressly stipulated that the Surety for the Contractor/vendor 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/vendor 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/vendor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

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

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

## **8. BID PRICE GUARANTEE – Ninety (90) Days from Award of Contract**

When the Board of Education requests bid prices for supplies, materials and equipment, the contractor / vendor(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/vendor(s) may extend the bid price guarantee through written permission to the Woodstown-Pilesgrove Regional Board of Education.

## **9. BID PRICES**

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

## 10. 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 that already bear the company information.

The Board of Education will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the 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 Board will not accept multiple bids on an individual basis, nor will the Board accept a "bottom line" or "all or none" bid subject to the bidder receiving the entire contract.

## 11. BIDDER COMMENT SHEET

This form is for bidder's use in offering voluntary alternates, or other comments intended to afford the Board 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 that 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 Purchasing Agent 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.

## 12. 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 Board of Education will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed.

## 13. BRAND NAME OR EQUIVALENT

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

- a. On the Bid Proposal Form, write in ink next to the item requested, the bidder's substitute item, including brand name, model number and full description of item. This is the only change to the Bid Proposal Form the Board will accept.
- b. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the bid opening. With the sample item shall be a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of item.



- c. If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer's name, model number, etc.
- d. **Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the bid.**
- e. It is the responsibility of the bidder to demonstrate equivalency of items offered.

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

#### **14. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)**

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, 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 with the bid package or 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/vendors and all subcontractors/vendors that **knowingly** provide goods or perform services for a contractor/vendor fulfilling this contract: **1)** The contractor/vendor shall provide written notice to its subcontractors/vendors to submit proof of business registration to the contractor/vendor; **2)** prior to receipt of final payment from a contracting agency, a contractor/vendor must submit to the contracting agency an accurate list of all subcontractors/vendors or attest that none was used; **3)** during the term of this contract, the contractor/vendor and its affiliates shall collect, remit, and notify all subcontractors/vendors 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/vendor, subcontractor/vendor 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.

##### **Construction Contracts**

N.J.S.A. 52:32-44 imposes the following requirements on contractors/vendors and all subcontractor/vendors that **knowingly** provide goods or perform services for a contractor/vendor fulfilling this contract: **1)** the contractor/vendor shall provide written notice to its subcontractors/vendors and suppliers to submit proof of business registration to the contractor/vendor; **2)** subcontractor/vendors through all tiers of a project must provide written notice to their subcontractor/vendors and suppliers to submit proof of business registration and subcontractors/vendors shall collect such proofs of business registration and maintain them on file; **3)** prior to receipt of final payment from a contracting agency, a contractor/vendor must submit to the contracting agency an accurate list of all subcontractors/vendors and suppliers or attest that none was used; and, **4)** during the term of this contract, the contractor/vendor and its affiliates shall collect and remit and shall notify all subcontractors/vendors and their affiliates that they must collect and remit, to the Director, 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/vendor, subcontractor/vendor or supplier or 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 copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

**15. 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 Purchasing Agent no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of a contract.

**16. 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/vendor 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/vendor.

Contractor/vendor 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/vendor is to comply with the New Jersey State Uniform Construction Code and the City of Woodstown-Piles Grove Regional Construction Code. Contractor/vendor is to obtain local municipal building permit and pay for same. Contractor/vendor is to abide by local inspection requirement.

**17. CONTRACTS**

**A. Award of Contract, Rejection of Bid(s)**

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities and to take such alternates that the Board feels are in the best interests of the Board. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 18A:18A-36 the Woodstown-Piles Grove Regional Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

**B. Equal Prices**

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Board may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered.

**C. Return of Contracts and Related Contract Documents--*When required***

Upon notification of award of contract by the Woodstown-Piles Grove Regional Board of Education, the contractor/vendor shall sign and execute a formal contract agreement between the Board of Education and the contractor/vendor, **when required**.

If a formal contract is not required by the Board of Education, an approved and signed Woodstown-Pilesgrove Regional Board of Education Purchase Order will constitute as a contractual agreement. When a formal contract is required the contractor/vendor 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***); ***N/A***
2. Insurance Certificate with the Woodstown-Pilesgrove Regional Board of Education 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. Andrew R. Eubanks, Interim School Business Administrator  
Woodstown-Pilesgrove Regional Board of Education  
135 East Avenue  
Woodstown, New Jersey 08098

**Contracts and documents must be returned 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 Board of Education with the bid security becoming property of the Woodstown-Pilesgrove Regional Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

#### **D. Renewal of Contract; Services**

The Board of Education may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The Purchasing Agent may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts.

#### **E. Term of Contract**

The contractor/vendor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the General Specifications.

#### **F. Purchase Order Required; Notice to Proceed**

No contractor/vendor 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.

### **18. DELETION OF BIDDERS FROM BIDDERS LIST**

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

## 19. DELIVERY

FOB Destination, Freight Prepaid - The contractor/vendor, 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 Woodstown-Piles Grove Regional Board of Education upon delivery and ownership by the Board; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The Board of Education recognizes two (2) types of delivery:

### A. Inside Delivery

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building.

### B. Spotted Delivery

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible to then uncrate, setup, assemble items to determine good working order and remove all debris to the satisfaction of the Woodstown-Piles Grove Regional Board of Education.

Contractors/vendors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Board of Education.

If a specialized person is needed to 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 Woodstown-Piles Grove Regional Board of Education will not be responsible for any extra delivery costs. All bid prices for materials, goods and supplies are to include all shipping, freight, delivery and handling costs.*

Specific delivery instructions are provided in the General Specifications.

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

### Delivery Guarantee

The contractor/vendor 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 Board of Education to deduct penalties as per the schedule listed in the general specifications.

### Delivery Times

The contractor/vendor shall deliver items to the schools Monday through Friday

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

## **20. DOCUMENTS, MISSING/ILLEGIBLE**

The bidder shall familiarize himself with all forms\* provided by the Board that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact the School Business Administrator at (856-769-0144 ext. 22251) for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

## **21. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK**

All documents returned to the Board shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or rubber stamp signatures.

\*Forms provided by the Board of Education that must be returned with bid.

- Bid Proposal Form
- Affirmative Action Questionnaire or Affirmative Action Evidence
- Non Collusion Affidavit
- Stockholders' Disclosure/ Ownership Declaration
- Contractor/vendor/Vendor Questionnaire and Certification
- Acknowledgement of Addenda
- Chapter 271 – Political Contribution Disclosure Form
- Exhibit A – Mandatory Equal Employment Opportunity Language
- Disclosure of Investment Activities in IRAN

\*Please check your bid package for these forms!

## **22. ESTIMATED QUANTITIES**

It is the intention of the Board of Education to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Board intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be some deviation 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/vendors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

**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/vendor must present to the Board of Education 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:

Woodstown-Pilesgrove Regional Board of Education  
 c/o The Board Office  
 135 East Avenue  
 Woodstown, NJ 08098

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

**“Woodstown-Pilesgrove Regional Board of Education 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>	N/A



(B) *Indemnification*

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

The Contractor/vendor 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/vendor employed by him or any of the subcontractor/vendor'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 Purchasing Agent 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. LIABILITY – COPYRIGHT**

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

**29. LIQUIDATED DAMAGES**

Liquidated damages shall be assessed against the contractor/vendor 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.

**30. NON-COLLUSION AFFIDAVIT**

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

**31. PAYMENTS**

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

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

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education 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 Board of Education.
- 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 Board of Education may request in the General Specifications of this bid, a prompt payment discount. If so offered by the Board, vendors and contractors at their option may request prompt payment by offering to the Board a percentage (%) discount deduction from the total amount of the contract (order).

If the Board of Education 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 Board 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 Board, provided the Board of Education 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 Board, shall not be a factor in determining the lowest responsible bid.**

## **32. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS**

Pursuant to N.J.A.C. 6A:23A-6.3 (a1-4) please note the following:

### Award of Contract – Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a2)

“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 (a2,3)

“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 (a4)

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 (a2) Award of Contract.

**33. 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](http://www.elec.nj.us).

**34. PRODUCT GUARANTEE; NO SUBSTITUTIONS**

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

**35. QUALIFICATION OF BIDDERS - Contractor/vendor Questionnaire Certification Form**

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

**36. 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 contractor/vendors 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

**37. SAMPLES**

From time to time the Purchasing Agent may require the submission of samples either before or at the time of the bid, at no charge to the district, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full size samples must be submitted 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 Purchasing Agent will dispose of them as he sees fit.

**38. 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)

### **39. SUBCONTRACTING; ASSIGNMENT OF CONTRACT**

Contractor/vendors, services providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or assign any part of contract for goods or materials for the Board without first receiving written permission from the Purchasing Agent.

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

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

In cases of subcontracting, the Woodstown-Pilesgrove Regional Board of Education shall only pay the prime contractor/vendor. It is the sole responsibility of the prime contractor/vendor to ensure that all subcontractor/vendors are paid. The Woodstown-Pilesgrove Regional Board of Education shall not be responsible for payments to subcontractor/vendors and shall be held harmless against any or all claims generated against prime contractor/vendors for non-payment to subcontractor/vendors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractor/vendors.

### **40. TAXES**

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S. 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 Woodstown-Pilesgrove Regional Board of Education. Contractor/vendors may not use the Board's tax-exempt status to purchase supplies, materials, service or equipment.

### **41. TERMINATION OF CONTRACT**

If the Board determines that the contractor/vendor 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/vendor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor/vendor from potential liability for damages caused the District by the contractor/vendor's breach of this agreement. The Board may withhold payment due the contractor/vendor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor/vendor further agrees to indemnify and hold the District harmless from any liability to subcontractor/vendors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor/vendor 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.

#### **42. WITHDRAWAL OF BIDS**

##### Before The Bid Opening

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

##### After The Bid Opening

The Board of Education may consider a written request from a bidder to withdraw a bid, if the written request is received by the Purchasing Agent 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/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/vendor 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 Purchasing Agent, the Director of Facilities, other interested administrators; and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn the contractor/vendor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor/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/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.

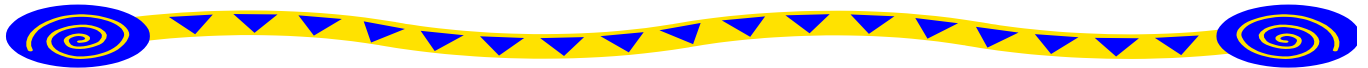
#### **43. DISCLOSURE of ACTIVITIES IN IRAN Form N.J.S.A. 18A18A-49.4**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a proposal 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>. Bidder 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 party.

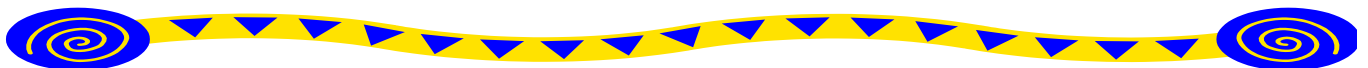
In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidders person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

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

**WOODSTOWN-PILESGROVE REGIONAL BOARD OF EDUCATION**  
*135 East Avenue*  
*Woodstown, New Jersey 08098*



# **TECHNICAL SPECIFICATIONS**



**Mr. Andrew R. Eubanks**  
Interim School Business Administrator

## **SCOPE OF SERVICES**

School Security firm will provide 4 (four) armed security officers/ specialist to be stationed one in each of the District's schools, 8 hours per day for 180 Days (Board approved calendar and amendments):

Woodstown High School  
Woodstown Middle School  
Mary S. Shoemaker Elementary School  
ECLC School

The Initial contract will be for the 2017-2018 school year. The contract will start on 9/1/2017 through 6/30/2018.

Standard Security Protocols:

1. Circulate the building, grounds, and other areas associated with the school.
2. Front desk management to include:
  - Visitor entrance procedures, security measures, visitor passes, escort as necessary
  - Monitoring of security cameras
  - Notification to pertinent personnel
3. Fire/Security Drill (working with the administration).
  - Procedures
  - Manuals/updates
  - Drills
  - Evacuation procedures, signage, etc.
4. Emergency Response Plan (working with the administration).
  - Care and management
  - Working with the state OEM
  - Attending PD as necessary
5. First responders.
  - Working with LEA's
  - Emergency Management Services
  - Prosecutor's Office
  - Fire Companies
6. HIB Investigation/Prevention.
  - Assist in investigations with the administration
  - Provide PD for students/staff in coordination with LEA's
7. School Safety.
  - Provide assistance for activities during October with School Safety Week, Week of Respect and Red Ribbon Week (School Safety Month)
  - Pre Prom Assembly (High School)
  - Have a personality that fits with each individual building
8. Evening Activities.
  - Attendance at events such as basketball games, football games, dances, other high attending events
  - Per diem to be equivalent to staff stipend
9. Intervention Services.
  - Assist the administration in the intervention of disruptive behaviors
10. Consulting Services.
  - Proactive engagement in protocols, building management, and creation of practices that will improve the security of the district buildings
11. Professional Development.
  - Attendance at pertinent workshops, conferences, and assemblies as necessary to continue familiarity with policies, procedures and law related to security in education

**REQUIREMENTS OF THE  
BID FOR SCHOOL SECURITY SERVICES**

**STANDARD REQUIREMENTS OF BID**

All bids must be submitted in strict compliance with the instructions included in this package.  
**The Bidder must provide the following information:**

- A. The firm must fulfill all the requirements for Security Agency Registration Act (SORA).
- B. The firm must possess a SECURITY AGENCY LICENSE issued by The State of New Jersey, Department of Law and Public Safety, Division of State Police. **Please attach copy with bid.**
- C. The firm must be able to provide individuals that can meet the New Jersey Department of Education Substitute Teacher Certificate (75% on individuals assigned to the district must meet this requirement).
- D. The firm must provide background investigation on all candidates prior to the appointment that will include the following:
  1. Verification of qualifying credentials
  2. A review of any criminal
  3. Verification of at least three personal references

**MINIMUM QUALIFICATIONS FOR SCHOOL SECURITY SPECIALIST (Armed)**

EACH INDIVIDUAL ASSIGNED TO THE SCHOOL DISTRICT **MUST** MEET THESE QUALIFICATIONS:

1. Must have obtained 20 years of law enforcement experience.
2. Proven to have performed in a supervisory capacity within their respective law enforcement organization.
3. Possess a valid New Jersey driver's license.
4. Must be certified with the Security Officer Registry Act of New Jersey.
5. Must meet the requirements to bear a State of New Jersey Permit to Carry a Handgun by a Retired Police Officer as per the Attorney General's Guidelines.
6. Must be sound in body, of good health, and of good moral character and have not been convicted of any criminal offense or offense that reflects negatively on your moral character.
7. Must successfully complete bi-annual firearms qualification as mandated by the State of New Jersey Attorney General's guidelines for Retired Police Officers.
8. Must successfully complete annual Active Shooter/All Hazards Crisis Response firearms training.
9. Must successfully complete the following F.E.M.A. Independent Study Program On-Line Courses:
  - a. IS-100.SCA: Introduction to the Incident Command System for Schools.
  - b. IS-362.A: Multi-Hazard Emergency Planning for Schools.
  - c. IS-907: Active Shooter: what Can You Do.

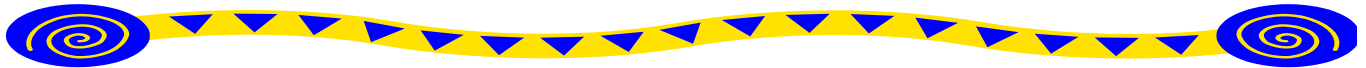
## **BID PROPOSAL**

The Bidder must submit ALL requested pricing options and fees for providing the services outlined in this bid.

- The Bidder will provide a Monthly Price per school location- Price will include all cost for the requested services- Maximum of 10 months per school year per school.
- The Bidder will provide an hourly cost per hour per Officer/ Specialist inclusive of all cost for additional hours beyond the 8 (eight) hour day for evening & weekend School / District events, and sporting events.
- The contract may be extended for a period of 2 (two) years beyond the 2017-2018 school year. Each extension would be for a period of one year and would be adjusted by the CPI index recognized by the NJDOE for contract extensions (i.e. Transportation Contracts). The extensions are subject to the availability and appropriation annually of sufficient funds as may be required to extend the obligation.

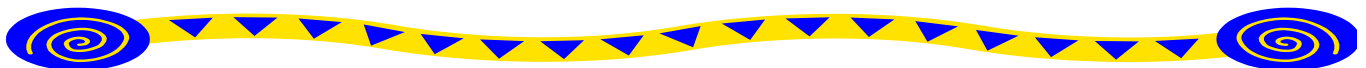
**WOODSTOWN-PILESGROVE REGIONAL BOARD OF EDUCATION**

*Board Office  
135 East Avenue  
Woodstown, New Jersey 08098*



**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 shall be cause to reject the bid for being non-responsive (N.J.S.A. 18A:18A-2(y)).



**Mr. Andrew R. Eubanks**  
Interim School Business Administrator



# Bid Pricing Form

Cost per Security Officer/Specialist is for 180 days of service and is inclusive of all employment/employee payroll cost and reimbursables.

(A) Cost per Security Officer/ Specialist: \_\_\_\_\_.

(B) \_\_\_\_\_ X 4 (Officers/Specialist) = \_\_\_\_\_ (Maximum Total Contract)  
(From A above)

***Note: The district reserves the right to modify the number of Security Officers /Specialist provided to meet budgetary requirements.***

Hourly cost per officer/specialist inclusive of all cost for additional hours beyond the 8 (eight) hour day for evening, weekends, school / district events and sporting events. This rate is inclusive of all premium/ shift differential charges, employment/employee payroll cost and reimbursables.

(C) Hourly Billing Rate: \_\_\_\_\_.

Extended Cost \_\_\_\_\_ X 300 Hours = \_\_\_\_\_  
(From C Above) (estimated Hours) (Estimated Extended Cost)

***Please note the estimated hours and the Extended Cost are for bid evaluation purposes only. The actual hours may be greater or less than those estimated. In addition the district reserves the right to not utilize the extended hour services.***

**To be completed and signed below.**

**Return With Bid**

**AFFIRMATIVE ACTION QUESTIONNAIRE**

**Bid Date: Tuesday, May 16, 2017**

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

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

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

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

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

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

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

[www.state.nj.us/treasury/contract/compliance/](http://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**

**Title of Bid: SCHOOL SECURITY SERVICES**

Re: Bid Proposal for the Woodstown-Pilesgrove Regional Board of Education.

**Bid Date: Tuesday, May 16, 2017**

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 Board of Education of the City of Woodstown-Pilesgrove Regional 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 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**

**Title of Bid: SCHOOL SECURITY SERVICES**

Re: Bid Proposal for the Woodstown-Pilesgrove Regional Board of Education.

**Bid Date: Tuesday, May 16, 2017**

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

- |   |   |
|---|---|
| <input type="checkbox"/> <u>Corporation--</u>         | <input type="checkbox"/> <u>Limited Partnership--</u>           |
| <input type="checkbox"/> <u>Partnership--</u>         | <input type="checkbox"/> <u>Limited Liability Corp.--</u>       |
| <input type="checkbox"/> <u>Sole Proprietorship--</u> | <input type="checkbox"/> <u>Limited Liability Partnership--</u> |
| <input type="checkbox"/> <u>Sub Chapter S Corp.--</u> | <input type="checkbox"/> <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

---

---

---

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Use additional paper if needed. Check here  if additional sheets are attached.

**Name of Company** \_\_\_\_\_

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

**City, State, Zip** \_\_\_\_\_

**Authorized Agent** \_\_\_\_\_ **Title** \_\_\_\_\_

---

**SIGNATURE OF AUTHORIZED AGENT**

**Contractor/Vendor Questionnaire/Certification**

**Title of Bid: SCHOOL SECURITY SERVICES**

**Bid Date: Tuesday, May 16, 2017**

Name of Company \_\_\_\_\_  
Street Address \_\_\_\_\_ PO Box \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Business Phone Number (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_  
Emergency Phone Number (\_\_\_\_) \_\_\_\_\_  
FAX No. (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_  
FEIN No. \_\_\_\_\_  
Years in Business \_\_\_\_\_ Number of Employees \_\_\_\_\_

**References – Work previously done for School 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 Woodstown-Piles Grove Regional Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

I certify that I am not an official or employee of the Woodstown-Piles Grove Regional Board of Education.

**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 Woodstown-Piles Grove Regional Board of Education.

**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**

**Consent of Surety**

REQUIRED  
 NOT REQUIRED

A performance bond will be required from the successful bidder. In accordance with N.J.S.A. 18A:18A-25, the Woodstown-Pilesgrove Regional Board of Education requires a certificate from a surety company stating it will provide the contractor/vendor with a performance bond in such sum that is required in the bid specifications and/or for the full faithful performance of all the bid specifications and contract provisions.

In lieu of an actual certificate, the Woodstown-Pilesgrove Regional Board of Education will accept this form duly executed by an authorized agent or representative of a Surety Company.

To: The Woodstown-Pilesgrove Regional Board of Education

Re: \_\_\_\_\_  
Name of Contractor/Vendor

**Title of Bid: SCHOOL SECURITY SERVICES**

**Date: Tuesday, May 16, 2017 @ 11:00 a.m.**

This is to certify that the \_\_\_\_\_ N/A \_\_\_\_\_  
Name of Surety Company

will provide to \_\_\_\_\_ N/A \_\_\_\_\_  
Name and Address of Contractor/Vendor

a performance bond in such sum that is required in the bid specifications and/or for the full faithful performance of all the bid specifications and contract provisions, in the event that said contractor/vendor is awarded a contract for the above project.

**Signature of Authorized Agent of Surety Company**

ATTEST: \_\_\_\_\_  
Print Name of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Surety Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone





**To be completed and signed below.**

**Return With Bid**

**Acknowledgement of Addenda**

Bid Date: **Tuesday, May 16, 2017**

The bidder acknowledges receipt of the hereinafter-enumerated Addenda that 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.

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
_____	_____
_____	_____
_____	_____
_____	_____

**No Addenda Received**

Name of Company \_\_\_\_\_

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Woodstown-Pilesgrove Regional Board of Education**

**Board Office**

135 East Avenue

Woodstown, New Jersey 08098

**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 \_\_\_\_\_

## Title of Bid: SCHOOL SECURITY SERVICES

P.L. 2005, c.271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint\*)

**AN ACT** authorizing units of local government to impose limits on political contributions by contractors/vendors 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-l 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-l 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 that 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: Salem**

State: Governor and Legislative Leadership Committees

Legislative District #'s: 3

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

**County:**

Freeholders

County Clerk

Sheriff

Surrogate

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

Alloway Township

Carneys Point Township

Elmer Borough

Elsinboro Township

Lower Alloways Creek Township

Mannington Township

Oldmans Township

Penns Grove Borough

Pennsville Township

Pilesgrove Township

Pittsgrove Township

Quinton Township

Salem City

Upper Pittsgrove Township

Woodstown Borough

**Boards of Education (Members of the Board):**

Alloway Township

Elmer Borough

Elsinboro Township

Lower Alloways Creek

Quinton Township

Oldmans Township

Penns Grove-Carney's Point Regional

Pennsville

Pittsgrove Township

Salem City

Upper Pittsgrove Township

Woodstown-Pilesgrove Regional

Mannington Township

**Fire Districts (Board of Fire Commissioners):**

Pittsgrove Township Fire District No. 1

Pittsgrove Township Fire District No. 2

Pittsgrove Township Fire District No. 3

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

The contractor/vendor and the Woodstown-Pilesgrove Regional Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor/vendor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor/vendor, its agents, servants, employees, or subcontractor/vendors violate or are alleged to have violated the Act during the performance of this contract, the contractor/vendor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor/vendor 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/vendor 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/vendor 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/vendor 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/vendor 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/vendor 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/vendor pursuant to this contract will not relieve the contractor/vendor 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/vendor, its agents, servants, employees and subcontractor/vendors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor/vendor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor/vendor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor/vendor 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/vendor agrees as follows:

The contractor/vendor or subcontractor/vendor, 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/vendor 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/vendor 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/vendor or subcontractor/vendor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor/vendor, 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/vendor or subcontractor/vendor 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/vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor/vendor or subcontractor/vendor, 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/vendor or subcontractor/vendor 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/vendor or subcontractor/vendor 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/vendor or subcontractor/vendor 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/vendor or subcontractor/vendor 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/vendor 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](http://www.state.nj.us/treasury/contract_compliance))

The contractor/vendor and its subcontractor/vendors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27. (REVISED 4/10)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Professional Service Provider Signature

\_\_\_\_\_  
Date

BID SPECIFICATIONS FOR THE LABELING OF LIQUID, POWDER AND  
GASEOUS SUPPLIES DELIVERED TO  
THE WOODSTOWN-PILESGROVE REGIONAL BOARD OF EDUCATION

**RIGHT TO KNOW**

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



**STATE OF NEW JERSEY**  
**Division of Public Contracts Equal Employment Opportunity Compliance**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT** - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE 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: [www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FED. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1 MFG <input type="checkbox"/> 2 SERVICE <input type="checkbox"/> 3 WHOLESALE <input type="checkbox"/> 4 RETAIL <input type="checkbox"/> 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 <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> 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
<b>Official Use Only</b>	DATE RECEIVED	NAUG DATE 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														
<b>TOTAL</b>														
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? <input type="checkbox"/> 1 Visual Survey <input type="checkbox"/> 2 Employment Record <input type="checkbox"/> 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

I certify that the information on this Form is true and correct.

**TYPE OR PRINT IN SHARP BALL POINT PEN**

VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED 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:

**INSTRUCTIONS FOR COMPLETING THE  
EMPLOYEE INFORMATION REPORT (FORM AA302)**

NJ Department of the Treasury

**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 YOU 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.

**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.

Board of Education  
STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: \_\_\_\_\_

Bidder/Offoror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**PROPOSALDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to public Law 2012, c. 25, any person or entity that submits a proposal 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/Chapter25Listpdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the Bidder listed above nor any of the Bidder's parents, prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

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

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

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

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.**

Name: _____ Relationship to Bidder/Offoror _____	
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offoror 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 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: \_\_\_\_\_

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.

Please note NO Bid Guarantee or Consent of Surety is required with this bid.

Please make sure you provide the required information and documentation including the Security Agency License.

Mr. Andrew R. Eubanks  
Interim School Business Administrator/Board Secretary