



**PATERSON PUBLIC SCHOOLS**



**DEPARTMENT OF PURCHASING**

90 Delaware Avenue, 4<sup>th</sup> floor, Paterson, NJ 07503

Telephone: (973) 321-0726

Website: [www.paterson.k12.nj.us](http://www.paterson.k12.nj.us)



# INVITATION TO BID

## 2024-2025 SCHOOL YEAR

<b>Bid Title:</b>	<b>TITLE III LEARNING MATERIALS</b>
<b>Bid Number:</b>	<b>PPS-150-25</b>
<b>Bid Opening/Due Date &amp; Time:</b>	<b>MAY 8, 2025, AT 11:00AM</b>
<b>Bid Opening Place:</b>	<b>LIVESTREAM - ZOOM</b>



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## **ETHICS AND CONDUCT**

### **POLICY RELEASE**

The Paterson Public School District will comply with the New Jersey Public School Contracts Law, *N.J.S.A. 18A:18A-1, et seq.* The District shall not knowingly extend favoritism to any contractor. Orders shall be placed on the basis of quality, price and timely service. The District shall not solicit funds or materials from contractors. Employees shall not seek to procure goods and services for their own use using District's discounts or tax-exempt status. No purchases will be made knowingly from a District employee or from a member of the immediate household of an employee.

The Department of Purchasing believes in the dignity of their office, the real worth of the service rendered by their governmental agency and strives to maintain high standards of ethics, conduct and service.

Public purchasing employees are required to maintain complete independence and impartiality in dealings with contractors, both in fact and in appearance, in order to preserve the integrity of the competitive process and to ensure there is a public confidence that contracts are awarded equitably economically and in full compliance with Public School Contracts Law.

In order to avoid the possibility of any misunderstanding regarding compliance with the law and regarding any appearance of impropriety relative to the competitive process for awarding contracts, purchasing staff shall not accept anything of value offered from contractors.

### **SOLICITATION OR ACCEPTANCE OF GIFTS**

In accordance with the School Ethics Act, *N.J.S.A. 18A:12-21, et seq.*, no school district employee shall solicit, receive or agree to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, or any other thing of value from any person, firm, corporation, association, partnership or business that is the recipient of, or a potential Bidder or, or applicant for any contract, professional services contract, or purchase order from the school district.

Any school district employee who violates the terms of the School Ethics Act will be subject to consequences which may include, but are not limited to, suspension, termination of employment, withholding of annual increments or demotion.

### **DOING BUSINESS WITH ONE'S AGENCY**

No employee of the District shall either directly or indirectly purchase goods and/or services for his own agency from any business entity of which their spouse or relative has a material interest.

### **UNAUTHORIZED COMPENSATION**

No employee of the District shall, at any time, accept any compensation, payment or thing of value when such employee knows, or with the exercise of reasonable care, should know that the compensation, payment or thing of value it was given to influence a vote or other action in which the officer or employee was expected to participate in his/her official capacity.

## **RELATIONS WITH CONTRACTORS**

The Board of Education shall maintain honest and ethical relations with contractors and shall guard against favoritism, improvidence, extravagance, and corruption in its contracting processes and practices.

The Board will not 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, c. 83 (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 reportable by the recipient under P.L. 1973, c. 83 (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 a contract. The Commissioner shall take appropriate action for any violations.

When a business entity is a natural person, a contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. Where 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.

The disclosure requirement set forth in section 2 of P.L. 2005, c. 271 (codified at *N.J.S.A. 19:44A-20.26*) also shall apply when the contract is required by law to be publicly advertised for bids.

This subsection shall not apply to a contract when a school district emergency requires the immediate delivery of goods or services and shall not apply to contributions made prior to the effective date of these regulations.

Legal Reference: *N.J.S.A. 19:44A-1, et seq.*; *N.J.A.C. 6A:23A-6.3*

**TO:** All Bidders  
**FROM:** Lance Gaines, QPA, Director of Purchasing  
**RE:** **New Jersey Sales Tax**

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Local school districts, as political subdivisions of the State of New Jersey, are exempt from the New Jersey Sales and Use taxes, pursuant to Section 9(a) of the New Jersey Sales and Use Tax Act when purchasing items for their own use such as desks, chairs, office equipment, cleaning supplies, etc.

When purchasing items for the use of a local school district, an exempt organization certificate or number is not required.

When items are purchased for resale through a shop or store regardless of the purpose, the local school district must supply the Contractor with a valid New Jersey Resale Certificate (Form ST-3).

The local school district or any organization under the auspices of the local school district, purchasing items for resale through a shop or a store must be registered with the Division of Taxation as a contractor and have a New Jersey sales tax registration number assigned to them to legally purchase for resale. Sales tax must be collected on the sale of taxable items made in the shop or store.

When purchases for fundraising purposes are made of taxable items by school-affiliated groups, such as band groups, cheerleader groups, school clubs, etc., sales must be paid when making payments on behalf of the group. The subsequent resale of such items by the groups that are conducted for isolated or occasional fund raising purposes and not through a shop or store are not subject to sales tax.

**FEDERAL TAX ID #22600 2199W**

**STATE TAX ID #690220 151**

New Jersey school districts are considered political sub-divisions of the State of New Jersey. Therefore, purchases, except purchases of energy, are exempt from NJ sales and use taxes pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act. Click on the following link for a copy of the Technical Bulletin issued by the New Jersey Division of Taxation <https://www.state.nj.us/treasury/taxation/pdf/pubs/tb/tb49.pdf>

Please note the following:

***“ST-5 Exempt Organization Certificates are never issued to New Jersey government entities, including public schools.”***

***PTA/PTO’s and Private Nonprofit Schools qualify for exemption upon submitting an application to the Division of Taxation. They are granted an ST-5 Exempt Organization Certificate. Non-Exempt School Groups such as booster clubs, teacher organizations and parent organizations may NOT use a school’s tax exempt status. (see bulletin for more details).***

***School Stores operated on a regular basis by a school district or PTA/PTO or other affiliated groups (more frequently than monthly), sales tax must be collected on taxable sales. (see bulletin for more details).***

**TO:** All Bidders  
**FROM:** Purchasing Department  
**RE:** Unauthorized Purchase Orders

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The District only recognizes purchases through the approved purchase order process.

All purchases are made by a written purchase order, with an authorized signature and purchase order number.

Please do not honor or accept any requests for goods and services unless the request is made through a written purchase order with an authorized signature and an assigned purchase order number.

Please alert our office at (973)-321-0726 if any employee attempts to place an order without an authorized purchase order.

Once a purchase order is received do not permit any employee to add items to the order.

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

The District will only recognize purchase orders signed by the Business Administrator or designee.

**TO:** All Bidders  
**FROM:** Purchasing Department  
**RE:** Business Registration Certificate

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

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

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

During the course of contract performance:

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

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### **Emergency Purchases or Contracts**

For purchases of an emergent nature, the Contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

## GENERAL SPECIFICATIONS

### **1. 1. SUBMISSIONS, MODIFICATIONS AND WITHDRAWAL OF BID:**

- 1.1 Sealed bids for the work described herein must be received (date & time stamped) by the Paterson Public School District, Department of Purchasing, 90 Delaware Avenue 4<sup>th</sup> Floor, Paterson, New Jersey 07503, prior to the date and time fixed for bid opening. Bidders are cautioned that reliance on delivery or mail services for timely delivery is at the contractor's risk. Failure on behalf of the Bidder to have his/her sealed bid reach the Department of Purchasing by the prescribed date and time will result in a return of the bid unopened and unread.
- 1.2 The advertising period includes the date for the receipt of bids, and the bid closing date and time. No bids will be opened prior to the date and time fixed for the bid opening and no bids will be opened after the closing date. Bids will be publicly opened and read aloud on the day and at the time and place specified in the advertisement/invitation to bid.
- 1.3 Bid pricing shall be submitted on the bid proposal form(s), and enclosed in a sealed envelope as provided by the Department of Purchasing. The name and address of the Bidder must be indicated on the envelope as well as the bid number as it appears in the advertisement/invitation to bid.
- 1.4 Under the terms of this invitation to bid, bids shall remain open for acceptance for sixty (60) days, and may not be withdrawn after the bid opening. Completion and submission of this bid by Bidders will indicate acceptance of this condition.
- 1.5 A Bidder may modify his or her bid by letter at any time prior to the scheduled closing date and time for the receipt of bids, provided that the communication is received by the Department of Purchasing prior to such closing time. A written confirmation of any modification signed by the Bidder must have been received by the Purchasing Department before the specified closing time for acceptance of bids. The confirmation shall be accompanied by a newly executed affidavit of non-collusion.
- 1.6 Electronic communications shall not reveal the basic bid price
- 1.7 A Bidder may withdraw his or her bid at any time prior to the bid opening only by a written letter of request (on the corporation's letterhead and signed by a corporate officer) to the Department of Purchasing. The right of withdrawal is lost after a bid has been opened. If an error has been made in the bid amount, request for relief may be in writing to the Department of Purchasing. An authorized corporate officer shall sign the written request. A determination of whether the Bidder will be released shall be at the discretion of the Department of Purchasing, which will issue its finding in five (5) working days of receipt of all pertinent information relating to such request for relief.
- 1.8 If the bid documents or conditions contain some untenable item or extremely expensive provision to which the contractor wishes to raise an objection, this must be done in writing with the purchasing agent no less than three business days prior to the bid opening . Such inquiries will have a response issued by addendum only.
- 1.9 Any and all bid challenges must be in writing pursuant to N.J.S.A. 18A:18A-15.

### **2. BOND REQUIREMENTS (See Technical Specifications)**

- 2.1 The Bidder shall provide a bid bond or certified check in the amount of 10% of the bid, but not in excess of \$20,000.00.

## **GENERAL SPECIFICATIONS**

### **3. PERFORMANCE BONDS (N.J.S.A. 18A: 18A-25): (See Technical Specifications)**

**3.1** The successful Bidder shall furnish within ten (10) business days after notice of contract award a Performance Bond in statutory form in an amount equal to one hundred percent (100%) of the initial 2-year total contract price as security for faithful performance of this contract. No contract shall be executed unless, and until the required performance bond is submitted to the District's Department of Purchasing, and the Surety must be presently authorized to do business in the State of New Jersey. The cost of all performance bonds required under this contract shall be borne by the successful Bidder. The performance bond must be legally effective as of the date the contract is signed. The bond must indicate the successful Bidder's name exactly as it appears on the contract. (N/A)

### **3.2 CERTIFICATE FROM SURETY COMPANY (N.J.S.A. 18A:18A-25) (See Technical Specifications)**

Each Bidder must submit with his/her proposal a certificate from a surety company stating that the surety company will provide the Bidder 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 the power of attorney must be submitted with the proposal. Failure to submit the certificate (Consent) of Surety shall be cause for disqualification and rejection of the proposal. (N/A)

### **4. CONSIDERATION OF BIDS:**

**4.1** Contracts will be awarded as stated in the Technical Specifications. The board of education shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the board of education, be held for consideration for such longer period as may be agreed.

**4.2** The bid security of the unsuccessful Contractors (except the lowest three (3) Contractors) will be returned as follows:

**4.3** All bid security except the security of the three apparent lowest bidders shall, if requested, be returned after 10 days from the opening of the bids, Sundays and holidays excepted and the bids of such bidders shall be considered as withdrawn. Within three days after the awarding of the contract and the approval if the contractor's performance bond the bid security of the remaining unsuccessful bidders shall be returned to them forthwith, Sundays and holidays excepted.

**4.4** The District reserves the right to award the contract on the basis of single bid for the entire work, or on the basis of a separate bid and alternate, or any combination of separate bids and alternates.

**4.5** The District reserves the right to waive in its sole discretion minor informalities or non-material exceptions where such waiver is permitted by law.

**4.6** The District reserves the right to reject all bids when such rejection is in accordance with N.J.S.A. 18A:18A-22. The District also may reject the bid of any Contractor who, in its judgment, is not responsible or capable of performing the contract based upon financial capability, past performance, or experience pursuant to applicable law. A Contractor if so rejected may request a hearing before the Superintendent by filing a written notice.

**4.7** The contract shall be signed by all parties within the time limit set forth in the specifications, which shall not exceed 21 days, Sundays and holidays excepted, after the making of award. Upon his or her failure or refusal to comply in the manner and the time specified above, the District may either award the contract to the next lowest Contractor or re-advertise for new bids. In either case, the District may hold the defaulting Contractor and his or her surety liable for the entire surety amount.

## **GENERAL SPECIFICATIONS**

### **5. AWARDS: (See Technical Specifications)**

**5.1** In executing the contract, the successful Contractor agrees to perform all work in accordance with the terms and conditions of the specifications and to complete all work within the number of calendar days specified in the contract.

**5.2** Successful Contractor may be notified of the time and place for the signing of contracts, essential requirements in the conduct of the contract, including, but not limited to, the number of days specified in the technical specifications for the performance of the contract, manner and schedule of payments, and other administrative details that will be reviewed at the award meeting.

### **6. AWARD OF CONTRACTS WHEN BIDS ARE EQUAL (N.J.S.A. 18A:18A-37(d)):**

**6.1** Whenever two or more responses to a request of a purchasing agent offer equal prices and are the lowest responsible bids, the District may award the contract to the Contractor whose response, in the discretion of the District, is the most advantageous, price and other factors considered.

### **7. LIQUIDATED DAMAGES (N.J.S.A. 18A:18A-41):**

**7.1** The District may take action under the terms and conditions of this agreement, to assess reasonable liquidated damages for the violation of any of the terms and conditions, or the failure of the Contractor to perform said contract or agreement in accordance with the specifications. The monetary amount, if any to be assessed, will be indicated in the Technical Specifications Scope of Work Section of this document.

### **8. BUY AGAINST PROCEDURE:**

**8.1** If the items or services to be provided under this agreement are not delivered or provided within the time specified, the District reserves the right to obtain such items or services or any part thereof from other sources via a buy-against procedure. Should the new price be greater than the contract price, the difference in cost; and in addition, re-advertisement and possible liquidated damages will be charged against the Contractor. Should the price be less than the contract price, the Contractor shall have no claim to the difference, but the re-advertisement cost and possible liquidated damages will be charged against the Contractor.

### **9. PROHIBITIONS: HOLD HARMLESS**

Contractors, with whom the District has an executed contract, may not subcontract any part of any work done for the District without first receiving written approval from the School Business Administrator. Contractors seeking to use subcontractors must first complete the Request for Subcontract Form as provided by the School Business Administrator.

In cases of subcontracting, the District shall only pay the prime Contractor. It is the sole responsibility of the prime Contractor to ensure that all subcontractors are paid. The District shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime Contractors for non-payments to subcontractors.

### **10. NON-COLLUSION AFFIDAVIT**

A notarized Non-Collusion affidavit must be submitted with the bid.

### **11. CORPORATE OWNERSHIP DISCLOSURE (N.J.S.A. 52:25-24.2):**

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

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest,

also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. Contained in this bid package is the FORM OF CORPORATE OWNERSHIP DISCLOSURE, which shall be completed by the bidder and attached to the bid.

**12. AFFIRMATIVE ACTION REGULATIONS (N.J.S.A 10:5-31 et. seq.):**

**12.1** Contractors are required to comply with the State of New Jersey Affirmative Action Regulations (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27). One of the following documents are due after notice of award, prior to signing the contract: Letter of Federal Approval, Certificate of Employee Information Report, or Complete AA302 Form.

**13. BUY AMERICAN GOODS (N.J.S.A. 18A:18A-20):**

**13.1** Under the terms of this agreement, wherever available, and practical, the Contractor shall only use manufactured and farm products of the United States.

**14. BRAND NAME OR EQUIVALENT (N.J.S.A. 18A:18A-15-d):**

**14.1** The District may denote the use of brand names as a standard quality required by the District. However, the law states that brand name or equivalent be used by local boards of education in their Invitations to Bid.

**14.2** All materials/supplies and/or equipment must conform to the specifications. The District may elect to return the sample or samples to the Contractor upon conclusion of the evaluation period.

**15. NUMBER OF WORKING DAYS SPECIFIED (N.J.S.A. 18A:18A-19) (See technical Specifications)**

**15.1** All specifications for the doing of any work for the District shall have fixed in its detailed specifications, the date before which work shall be completed, or the number of days to be allowed for its completion.

**16. DURATION OF CONTRACTS (N.J.S.A. 18A:18A-42): (See Technical Specifications)**

**17. INDEMNIFICATION:**

**17.1** The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the District and its employees from and against any and all claims, suits, actions recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury to any person, body or property of any person or persons whatsoever, which may arise from or result directly or indirectly from the work and/or materials under this contract. This indemnification is not limited by but is in addition to the insurance obligations contained in this agreement.

**18. ESTIMATED QUANTITIES:**

**18.1** Contractors shall bid on the estimated quantities that have been supplied in the detailed specifications. The amounts (estimated) listed in the detailed specifications shall not be exceeded except by change order. The maximum amount of the change order(s) shall not exceed one hundred twenty percent (120%) of the estimated contract price. All change orders must be approved by the Department of Purchasing prior to exceeding any estimated quantities.

**19. LIABILITY – COPYRIGHT:**

**19.1** The Contractor shall hold and save the District, its officers, agents, servants, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or non-copyrighted compensation, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

**20. INSURANCE: (See Technical Specifications)**

**21. DELIVERY:**

**21.1** Unless otherwise specified in this bid, all prices in bids are to be submitted FREE ON BOARD (F.O.B.), DESTINATION (PATERSON PUBLIC SCHOOLS). Bids submitted other than F.O.B. DESTINATION may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the District using agency or Department of Purchasing.

## **GENERAL SPECIFICATIONS**

**21.2.** In all cases the transportation carrier is responsible for taking the material off or out of the delivery vehicle. The Contractor is responsible to the platform or loading dock for platform delivery, to the inside the building for inside delivery and to the designated area in the building for spotted delivery.

**21.3** The successful Contractor guarantees delivery within the times specified in the bid documents. Failure to deliver items in the prescribed time shall cause the District to impose assessments as per the schedule listed in the bid documents.

**21.4** Delivery times to all school buildings shall be from 8:30 a.m. to 4:30 noon, from Monday to Friday, except holidays.

### **22. REPORTING (N.J.S.A. 18A:18A-15): (N/A)**

**22.1** Should the cost of this contract for public work exceed \$20,000.00, the District, through its authorized agent, shall upon completion of the contract report to the department as to the Contractor's performance, and shall also furnish such report from time to time during performance if the Contractor is in default.

### **23. SUPPLIES AND MATERIAL CHARGES:**

**23.1** All material charges related to Time and Material Contracts, Material Contracts, or Supplies Contracts shall be percentages minus (-) the manufacturer's suggested retail price unless another specific criteria is listed in the technical specifications.

**23.2** The cost of supplies or materials will include shipping, handling, storage, overhead and profit. The successful Contractor shall supply copies of all invoices to justify material costs.

### **24. RIGHT TO KNOW:**

**24.1** All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right To Know Law, N.J.S.A. 34:5A-1 et seq.

### **25. PAYMENTS:**

**25.1** The District will pay the Contractor within (90) days from the receipt of the appropriate documentation described herein the Scope of Work. This documentation includes: the Contractor invoice with the purchase order number included and the ITB number, the purchase order Contractor declaration (voucher) signed by the Contractor, and the receiving copy of the purchase order signed by a District employee indicating the goods or services that were provided by the Contractor were received and satisfactory. All payments are subject to approval of the Board at a public meeting..

Contractor will be paid on a monthly basis. For some construction and other projects payment schedules will be developed with the using department, but in no circumstance shall the Contractor be paid unless the services have been rendered.

- Invoices shall be detailed and itemized and must include, where applicable, hourly rates, detailed material charges, dates, locations where the work was performed, type of work performed and time.
- Each invoice submitted by the Contractor must be accompanied by an originally signed and dated voucher. In addition, the Contractor must indicate the amount they are requesting to be paid on the signed voucher, which must coincide with the corresponding invoice.

To ensure compliance with N.J.A.C. 6A:23A-1.1 et seq. and in the effort to avoid future audit findings, Accounts Payable will not process payment packets that do not comply with the above two bullets. Noncompliance documents will be returned which will result in a payment delay.

**ALL PAYMENT INQUIRIES SHALL BE DIRECTED TO PATERSON PUBLIC SCHOOLS, ACCOUNTS PAYABLE DEPARTMENT, (973) 321-0782/83/85/**

## **GENERAL SPECIFICATIONS**

### **26. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the specifications or other contract documents will be made to any Bidder orally. Every request for such interpretation shall be in writing and e-mailed to **Mr. Neville Williams** at [williamsn@paterson.k12.nj.us](mailto:williamsn@paterson.k12.nj.us). Questions should be asked in consecutive order, from beginning to end, following the organization of the ITB. Each question should begin by referencing the ITB page number and section number to which it relates. Any form or written addenda to the specifications, which if issued, will be e-mailed to all prospective bidders no later than seven (7) business days, not including Saturday, Sunday and holidays, prior to the date fixed for the opening of proposals. Failure of the Bidder to receive such addendum or interpretation shall not relieve any Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents. The cutoff for questions regarding this ITB is **May 2, 2025**.

### **27. DEBARMENT, SUSPENSION, OR DISQUALIFICATION N.J.A.C. 17:19-4.1**

The District will not enter into a contract for work with any person, company or firm that is on the State Treasurer's List of Debarred, Suspended or Disqualified Contractors or the State Department of Labor, Prevailing Wage Debarment List.

### **28. TAXES:**

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Contractors 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 District. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

### **29. NOTICE (AUTHORIZATION) TO PROCEED (N.J.S.A 18A:18A-36(b))**

The Contractor, upon written request to the board of education, is entitled to receive, within seven days of the request, an authorization to proceed pursuant to the terms of the contract on the date set forth in the contract for work to commence, or, if no date is set forth on the contract, upon receipt of authorization. Authorization shall only be given to the Contractor in the form of an approved District purchase order. No word of mouth, phone, fax, e-mail, letter or other form of communication to proceed is a valid Notice to Proceed.

### **30. DEFERANCE TO TECHNICAL SPECIFICATIONS**

Any conflicting terms and conditions set forth in the Technical Specifications supersede these General Specifications.

### **31. STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

The Board also requires that each Bidder complies with the current **New Jersey Business Registration Certificate procedures**, pursuant to N.J.S.A. 52:32-44. See page eleven (11) of the bid specification for additional information.

## GENERAL SPECIFICATIONS

### 32. DISCLOSURE OF POLITICAL CONTRIBUTIONS

Pursuant to N.J.A.C. 6A:23A-6.3, business entities (contractors) entering into non-emergency contracts with public school districts, are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26), even when those contracts are publicly bid. N.J.S.A. 19:44A-20.26 provides that the contractor shall disclose contributions to:

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

**Under the statute, the disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract.**

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity

IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission, which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the Contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The Contractor is advised of the 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-20.27. P.L. 2005, c271, s.3 PPS Policy #6361 states that: (“**Contributions [...] to any member of the school Board from any business entity doing business with the school district are prohibited during the term of a contract**”). Furthermore, it prohibits the district from engaging a prospective Contractor in any contract worth more than \$17,500 if that Contractor has

contributed more than \$300 to a board member's campaign in the year prior to the one in which the Board votes upon or awards the contract.

***("The Board will not vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution [of more than \$300] to a member of the Board of Education during the preceding one-year period.")***

Accordingly, here in the District, current Contractors cannot contribute more than \$300 to the board election campaign of a candidate, and if a prospective Contractor contributes between \$300 and \$2,600 to a candidate, the candidate must report the contribution to ELEC, and the Board must wait one year before accepting the prospective Contractor's bid for a contract worth more than \$17,500.

**33 PRE-BID CONFERENCE/MEETING (See Technical Specification)**

The pre-bid conference attendance is not mandatory, but it is strongly recommended. Failure to attend does not relieve the Bidder of any obligations or requirements. (N/A)

**34. DOCUMENT RETENTION**

"(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of seven years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."

**35. ANTI-DISCRIMINATION- (N.J.S.A. 10 :2-1)**

During the term of the contract the Contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the Contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from the contracting public agency of any prior violation of this section of the contract.

**37 ANTI-BULLYING**

Pursuant to N.J.S.A. 18A:37-16, a contracted service provider who has witnessed, or has reliable information that a student has been subject to harassment, intimidation or bullying shall report the incident to the appropriate school official designated by the school District's policy, or to any school administrator or safe schools resource officer.

**38. PREVAILING WAGES (N.J.S.A. 34:11-56.25 et esq.) (N/A)**

Bidders shall comply with the State of New Jersey Prevailing Wage Act for public works, if applicable, and will be required to show proof of prevailing wages to any and all employees involved in the performance of this contract. Bidders are encouraged to contact the New Jersey Department of Labor, Prevailing Wage Rate Determination Office and request current copies of the Passaic County wage and benefits rates. The successful Bidder (Contractor) shall submit certified payrolls for public works, if applicable, to the Director of Facilities to obtain payment under the awarded contract. **Failure to submit certified payrolls for public works will result in the District withholding payments.**

**39. NOTICE OF CLASSIFICATION (For Public Works exceeding \$20,000) (N.J.S.A. 18A:18A-26) (N/A)**

Each Bidder shall submit with his/her bid a copy of a valid and active pre-qualification/classification letter issued by the Department of Transportation or the Department of Treasury (Division of Building and Construction of the State of New Jersey) as appropriate to the nature of the bid. Any bid submitted to a school board under the terms of New Jersey Statutes not including a copy of a valid and active pre-qualification/classification letter shall be rejected as being non-responsive to bid requirements.

**40. UNCOMPLETED CONTRACTS (For contracts exceeding \$20,000) N.J.A.C 17:19-2.13 (N/A)**

The Board also requires that each Bidder submit with his/her bid a **Certified Total Amount of Uncompleted Contracts** form as prescribed by law.

**41. ASSIGNMENTS/SUBCONTRACTING:**

The Contractor shall not assign or subcontract the whole or any part of this contract without the prior written permission of the District. Any payments under this contract shall be paid to the primary Contractor. No payments will be made to the subcontractor. This may be adjusted by the technical specifications.

**42. LIST OF SUBCONTRACTORS (N/A)**

If applicable, all Bidders shall submit a list of subcontractors specifying the dollar amount for each trade. (See attached form).

**43. SUBCONTRACTING: Subcontractor Disclosure Statement (N/A)**

Pursuant to NJSA 18A:18A-18(b) any Bidder who bids for the overall contract and who will subcontract the following work:

- Plumbing and gas fitting work and all kindred work;
- Heating and ventilating systems and equipment;
- Electrical work
- Structural steel and ornamental iron work; Shall identify the subcontractor that will be used on the form provided.

**44. QUALIFIED SUBCONTRACTORS (N/A)**

If the cost of the work done by the subcontractors exceed \$20,000.00, then said Contractor shall be qualified in accordance with article 6, N.J.S.A. 18A:18A-27 et. Seq. The Bidder shall supply proof that the subcontractor is qualified by submitting with the bid the subcontractor's:

- Notice of Classification
- Total Amount of uncompleted Contractors Form – Certified
- Contractor's Registration Certificate

**45. AUDIT BY OFFICE OF THE STATE COMPTROLLER; N.J.A.C. 17:44-2.2**

Relevant records of private Contractors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The Contractor shall maintain all documentation related to products, transactions or services under contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**46. CRIMINAL HISTORY BACKGROUND CHECK; N.J.S.A. 18A:6-7.1**

Bidders must comply with the following: A facility, center, school, or school system under the supervision of the Department of Education and board of education which cares for, or is involved in the education of children under the age of 18 shall not employ for pay or contract for the paid services of any teaching staff member or substitute teacher, teacher aide, child study team member, school physician, school nurse, custodian, school maintenance worker, cafeteria worker, school law enforcement officer, school secretary or clerical worker or any other person serving in a position which involves regular contact with pupils unless the employer has first determined consistent with the requirements and standards of this act, that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify that individual from being employed or utilized in such capacity or position. An individual employed by a board of education or a school bus Contractor holding a contract with a board of education, in the capacity of a school bus driver, shall be required to meet the criminal history record requirements pursuant to section 6 of P.L.1989, c.104 (C.18A:39-19.1). A facility, center, school, or school system under the supervision of the Department of Education and board of education which cares for, or is involved in the education of children under the age of 18 may require criminal history record checks for individuals who, on an unpaid voluntary basis, provide services that involve regular contact with pupils. In the case of school districts involved in a sending-receiving relationship, the decision to require criminal history record checks for volunteers shall be made jointly by the boards of education of the sending and receiving districts.

**\*\*\* END OF GENERAL SPECIFICATIONS \*\*\*\***



# AFFIRMATIVE ACTION

- **MANDATORY AFFIRMATIVE LANGUAGE**
- **AMERICANS WITH DISABILITIES ACT OF 1990**



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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**AMERICANS WITH DISABILITIES ACT OF 1990**

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

The contractor and the Paterson Public School District of the county of Passaic, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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



# POLITICAL CONTRIBUTION DISCLOSURE FORM

- **Contractor Instructions for School Districts**



## **POLITICAL CONTRIBUTION DISCLOSURE FORM**

### **Contractor Instructions For School Districts**

Pursuant to N.J.A.C. 6A:23A-6.3, business entities (contractors) entering into non-emergency contracts with public school districts, are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26), even when those contracts are publicly bid. N.J.S.A. 19:44A-20.26 provides that the contractor shall disclose contributions to:

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

**Under the statute, the disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract.**

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity

IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission, which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the Contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Contractor Instructions For School Districts**

The enclosed Political Contribution Disclosure Form or a content-consistent facsimile (along with a signed cover sheet) must be submitted with the Contractor’s bid and is disclosable to the public under the Open Public Records Act.

The Contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

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

**County Name: Passaic**

State: Governor, and Legislative Leadership Committees

Legislative District #: 35 State Senator and two members of the General Assembly per district.

**County:**

Freeholders

County Clerk

Sheriff

Surrogate

Registrar of Deeds

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

Bloomingtondale Borough	Passaic City	Wanaque Borough
Clifton City	Paterson City	Wayne Township
Haledon Borough	Pompton Lakes Borough	West Milford Township
Hawthorne Borough	Prospect Park Borough	Woodland Park Borough
Little Falls Township	Ringwood Borough	
North Haledon Borough	Totowa Borough	

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

Bloomingtondale Borough	Passaic City	Totowa Borough
Clifton City	Passaic County Manchester Regional	Wanaque Borough
Haledon Borough	Passaic Valley Regional	Wayne Township
Hawthorne Borough	Paterson City	West Milford Township
Lakeland Regional	Pompton Lakes Borough	Woodland Park Borough
Little Falls Township	Prospect Park Borough	
North Haledon Borough	Ringwood Borough	

**Fire Districts (Board of fire Commissioners): None**



# Technical Specifications



<b>SECTIONS</b>
<ul style="list-style-type: none"><li>• <b>SECTION 1 – INFORMATION TO BIDDERS</b></li><li>• <b>SECTION 2 – SCOPE OF WORK</b></li></ul>

Technical Specifications - Section 1: Information to Bidders

**1 PURPOSE AND INTENT**

This Invitation to Bid (ITB) is issued by the Paterson Public School District, Department of Purchasing, The intent of this Invitation to Bid is to award a contract to the lowest responsible Bidder as defined under, and in accordance with, the Public School Contracts Law, N.J.S.A. 18A:18A-1, et seq. In addition, the Bidder should have sufficient experience and knowledge in the specified field.

**The expected service is described in Part 2 of the Technical Specifications (Scope of Work).**

**1.2 KEY EVENTS**

**1.2.1 Pre-bid Conference:** N/A

**1.2.2 Bid Opening:**

In order to be considered for award, the bid must be received by the Paterson Public School District, Department of Purchasing at the appropriate location by the required time. **ANY BID NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<b>DATE &amp; TIME:</b>	<b>MAY 8, 2025 AT 11:00AM</b>
<b>LOCATION:</b>	<b>LIVESTREAM-ZOOM <a href="https://us04web.zoom.us/j/871855428">https://us04web.zoom.us/j/871855428</a> PASSWORD: 5050</b>

The information required to be submitted in response to this invitation to bid has been determined to be essential in the bid evaluation and contract award process. Any exception statements made by the Bidder to the bid requirements could result in a determination that the bid is materially non-responsive.

**1.3 BID DELIVERY AND IDENTIFICATION**

In order to be considered, a bid must arrive at the District, in accordance with the instructions on the BID cover sheet. Bidders submitting bids are cautioned to allow adequate delivery time to ensure timely delivery of bids. No bids shall be received after the time designated in the advertisement in accordance with N.J.S.A. 18A:18A-21(b). **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.**

**1.4 NUMBER OF BID COPIES (1 ORIGINAL, 1 COPY ON A USB)**

Each Bidder must submit **one (1) complete NON-BOUND ORIGINAL bid**, clearly marked as the "ORIGINAL" bid. Each Bidder should submit **ONE (1) FULL, COMPLETE AND EXACT COPY ON A USB** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the District to produce the requested number of copies. It is suggested that the Bidder make and retain a copy of its bid.

**1.5 BIDDER RESPONSIBILITY**

The Bidder assumes sole responsibility for the complete effort required in this bid. No special consideration shall be given after bids are opened because of a Bidder's failure to be knowledgeable of all the requirements of this bid. By submitting a bid in response to this ITB, the Bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this bid.

## Technical Specifications - Section 1: Information to Bidders

### **1.6 COST LIABILITY**

The District assumes no responsibility and bears no liability for costs incurred by Bidders before the award of the contract resulting from this bid.

### **1.7 CONTENTS OF BID**

The entire content of every bid will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a Bidder in its bid. All bids, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bids received in response to this BID.

### **1.8 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the Bidder.

### **1.9 DURATION OF CONTRACTS (N.J.S.A. 18A:18A-42)**

The Contractor shall provide the specified goods and/or services for **one (1) year: 2024-2025 school year, with an option for a renewal as described in the "Contract Renewal" Section.** The original term of this contract and any extension are subject to the availability and appropriation annually of sufficient funds.

### **1.10 ESTIMATED CONTRACT**

The District estimates expenditures under this contract to be over the bid threshold during the term of the contract. The District reserves the right to increase or decrease this amount based upon need and funding during the term of the contract.

#### **1.11.1 CONTRACT RENEWAL**

Following its initial term, the contract may be extended with substantially the same terms and conditions if the District determines that the Contractor has provided services in an effective and efficient manner. The allowable extended duration of this contract may be for a (1) one-year or (2) two-year extension.

Subject to the following limitations:

- a. the contract shall be awarded by resolution of the board of education upon a finding by the board of education that the services are being performed in an effective and efficient manner;
- b. no such contract shall be extended so that it runs for more than a total of five consecutive years;
- c. any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and
- d. the terms and conditions of the contract remain substantially the same.

#### **1.11.2. CONTRACT EFFECTIVE DATES**

Any contract entered into as a result of these bid specifications shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the "Public School Contracts Law," *N.J.S.A.18A:18A-1 et seq.*, except that a contract may be extended by mutual agreement of the parties to the contract when the Paterson Board of Education has commenced rebidding prior to the time the contract expires or when the awarding of a contract is pending at the time the contract expires.

## **SUBMISSION OF BID DEPOSITS AND BID BONDS (N.J.S.A.18A:18A-24): REQUIRED**

As evidence of good faith, a BID BOND shall accompany each bid or CERTIFIED CHECK made payable to PATERSON PUBLIC SCHOOLS, equal to ten percent (10%) of the Contractor's bid. However, in no case will this bid deposit or certified check or any combination thereof exceed twenty thousand dollars (\$20,000.00).

### **1.12.2 CERTIFICATE FROM SURETY COMPANY (NJSA 18A: 18A-25)**

Each Bidder must submit with his/her bid a certificate from a surety company stating that the surety company will provide the Contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A 18A-25). Failure to submit the certificate (Consent) of Surety shall be cause for rejection of bid.

### **1.12.3 PERFORMANCE BONDS (N.J.S.A. 18A: 18A-25)**

The successful Bidder shall furnish within ten (10) business days after notice of contract award a Performance Bond in statutory form in an amount equal to one hundred percent (100%) of the total contract price as security for faithful performance of this contract.

### **1.13 AWARD OF CONTRACT**

In executing the contract, the successful Bidder agrees to perform all work in accordance with the terms and conditions of the specifications to the reasonable satisfaction of the District and to complete all work and/or services as specified in the contract. Successful Bidder will be notified of the time and place for the signing of contracts, essential requirements in the conduct of the contract, including, but not limited to, the number of days specified in the technical specifications for the performance of the contract, manner and schedule of payments, and other administrative details that will be reviewed at the award meeting. Refer to section 2 of Technical Specifications.

### **1.14 AWARD CRITERIA**

Bids will be awarded to a qualified Contractor who is the lowest responsible Bidder as defined under, and in accordance with, the Public School Contracts Law, N.J.S.A. 18A:18A-1, *et seq.*

### **1.15 ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the specifications or other contract documents will be made to any Bidder orally. Notice of revisions or addenda to advertisements or bid documents shall be issued in accordance with N.J.S.A. 18A:18A-21c(1). Failure of any Bidder to receive such addendum or interpretation shall not relieve any Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

### **1.16 QUESTION PROTOCOL**

Questions can be e-mailed to ([williamsn@paterson.k12.nj.us](mailto:williamsn@paterson.k12.nj.us)) in writing to the attention of the assigned Purchasing staff. Written questions should reference the bid. Questions should be asked in consecutive order, from beginning to end, following the organization of the bid. Each question should begin by referencing the bid page number and section number to which it relates. Short procedural inquiries may be accepted by telephone by the assigned purchasing staff. However, oral explanations or instructions given over the telephone shall not be binding upon the District. Bidders shall not contact the Using Department directly, in person, or by telephone, concerning this bid.

### **1.17 SHIPPING AND HANDLING CHARGES**

Shipping and handling charges are included in price. The Bidder shall not process any order or purchase that includes shipping and handling charges. The District shall seek reimbursement for all shipping and handling applied to any purchase(s).

### **1.18 DELIVERY**

Unless otherwise specified in this ITB, all prices in bids are to be submitted FREE ON BOARD (F.O.B.), DESTINATION (PATERSON PUBLIC SCHOOLS). Bids submitted other than F.O.B. DESTINATION may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the District using agency or Department of Purchasing.

In all cases the transportation carrier is responsible for taking the material off or out of the delivery vehicle. The Contractor is responsible to the platform or loading dock for platform delivery, to the inside the building for inside delivery and to the designated area in the building for spotted delivery.

If specialized personnel are needed to set up, assemble, or erect an item, such action will be completed in five (5) business days. The District will impose a \$100 per day assessment against the Bidder for failure to comply within this time limit.

The successful Bidder guarantees delivery within the times specified in the bid documents. Failure to deliver items in the prescribed time shall cause the District to impose assessments as per the schedule listed in the bid documents. Delivery times to all school buildings shall be from 8:30 a.m. to 4:30 p.m. from Monday to Friday, except holidays.

**1.19 INSURANCE REQUIREMENTS**

The Contractor shall secure and maintain in force and effect for the term of this contract, liability insurance as provided below, unless revised in the technical specifications. The Contractor shall provide the District with current certificates for all coverage and renewals thereof, which must contain the provision that the insurance in the certificate shall not be cancelled for any reason except after thirty (30) days written notice to:

**PATERSON PUBLIC SCHOOLS**  
 DEPARTMENT OF PURCHASING, 4TH FLOOR  
 90 DELAWARE AVENUE, PATERSON, NJ 07503

1. Minimum Coverage:

<b>General Liability Insurance - Including personal injury, equipment &amp; property damage</b>	
Aggregate	\$5,000,000 – Annual Basis
Each Occurrence	\$ 1,000,000
Fire	\$50,000
Medical	\$5,000

<b>Automobile Liability – including personal injury and property damage</b>	
Combined Limit	\$ 1,000,000 - Annual Basis

<b>Worker’s Compensation &amp; Employer’s Liability</b>	
Each Accident	Statutory
Disease	Statutory

2. A Certificate of Insurance, which names the District as an additional named insured, shall be furnished the Board at the time the contract is signed.

## **1.20 DEFINITIONS**

### **1.20.1 GENERAL DEFINITIONS**

**The following definitions shall be part of any contract awarded, or order placed as result of this Bid.**

**Addendum** – Written clarification or revision to this ITB issued by the District.

**Amendment** – A change in the scope of work to be performed by the Contractor.

**Bidder** - An individual or business entity submitting a response to this ITB.

**Contract** - The written executed agreement between the parties, this ITB, any addendum to this ITB, and the Bidder's bid submitted in response to this ITB, as accepted by the District.

**Contractor** - The successful Bidder awarded a contract.

**District**- The entire Paterson Public School System

**May** - Denotes that which is permissible, not mandatory.

**Project** - The undertaking or services that are the subject of this ITB.

**Invitation to Bid (ITB)** – This document which establishes the bidding and contract requirements and solicits bids to meet the purchase needs of the using agencies as identified herein.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid as materially non-responsive.

**Should** - Denotes that which is recommended, not mandatory.

**District Contract Manager (DCM)** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**Task** – A discrete unit of work to be performed.

**Using Department** - The entity for which the District has issued this bid and will enter into a contract.

### **1.21 CONTRACT CONTINGENT ON AVAILABLE FUNDS / CANCELLATION CLAUSE**

As per *N.J.S.A. 18A:18A-42*, the District entering into a contract under these bid specifications, as well as any additional contract extensions, shall be subject to the availability of sufficient funds and appropriation annually of sufficient funds as may be required to meet the extended obligation. The District retains the sole discretion to cancel any contract or bid specifications when there are not sufficient funds available or when there is no annual appropriation for sufficient funds to cover the costs of the contract.

**TITLE III LEARNING MATERIALS, PPS-150-25**

Technical Specifications - Section 2: Scope of Work

CATEGORY 1 (BOOKBAGS)

Item	Item Number	Quantity
Engage Newcomers! Kindergarten	9798765995884	50
Engage Newcomers! First Grade	9798765995891	50
Engage Newcomers! Second Grade	9798765995907	50
Engage Newcomers! Third Grade	9798765995914	50
Engage Newcomers! Fourth Grade	9798765995921	50
Engage Newcomers! Fifth Grade	9798765995938	50
Engage Newcomers! Grades 6-8	9798330904730	100
Engage Newcomers! Grades 9-12	9798330904747	100

CATEGORY 2 (TRANSFER KITS)

Title	Item Number	Quantity
English/Spanish Sound-Spelling Transfer Kits	XY1532	40

CATEGORY 3 (TEXTBOOKS)

Title	ISBN	Quantity
How Do Dinosaurs Eat Their Food?	978-0-439-24103-8	12
¿Cómo comen los dinosaurios?	978-0-439-76404-9	12
Please Play Safe!	978-0-439-87473-1	12
¡Juega con cuidado!	978-1-338-61624-8	12
Maybe a Bear Ate It!	978-0-545-05597-0	12
¿Se lo comió un oso?	978-0-545-24729-0	12
How Do Dinosaurs Go to School?	978-0-545-10455-5	12
¿Cómo van a la escuela los dinosaurios?	978-0-545-00229-5	12
Splat the Cat	978-0-545-19866-0	12
El gato Splat	978-0-545-27358-9	12

Middle School Spanish Books	ISBN	QUANTITY
Los libros no fueron siempre así	978-1-338-33638-2	30
El Capitán Max y el planeta de Viernes	978-1-338-53017-9	30
¡Hay que salvar a Florencia!	978-1-338-55485-4	30
Un caballo llamado Libertad	978-0-439-23761-1	30
La nariz de los Guadarrama	978-1-338-32557-7	30
Primera Generación de Estadounidenses	978-1-4777-6808-2	30
El misterio de los árbitros dormidos	978-8-467-56135-7	30
Terremoto	978-0-545-76088-1	30
Tornado (Sp)	978-0-545-84841-1	30
Botas negras	978-0-590-26842-4	30

Arabic Books	ISBN	Quantity
MAL-SNAP! A BOOK ABOUT ALLIGATORS AND CROCODILES (ME)	9780439857086	18
MAL-ANIMAL HOMES	9780439860109	18
MAL-ARCTIC ANIMALS	9780439860598	18
MAL-BEST ME I CAN BE: I AM A LEADER!	9780439860604	18
MAL-BEST ME I CAN BE: I CAN COOPERATE!	9780439860628	18
MAL-THE BIG ORANGE SPLOT	9780439861823	18
MAL-BIG RED APPLE	9780439862394	18
MAL-BRIGHT YELLOW FLOWER	9780439862615	18
MAL-CHAMELEON. CHAMELEON	9780439862820	18
MAL-COUNTING IN THE GARDEN	9780439862844	18

**PLEASE NOTE: The above items are examples of the approximately fifteen thousand-five hundred (15,500) textbooks the District plans to order under this contract. Please provide net pricing for the above ISBN's and a percentage discount off all items you may sell. Thank you.**

**IMPORTANT**

**MODIFICATION OR ALTERATION OF BID SPECIFICATIONS MAY BE CAUSE FOR AUTOMATIC REJECTION.**

**END OF SECTION 2 – SCOPE OF WORK**



# BID PROPOSAL AND REQUIRED DOCUMENTS

**Submit one (1) original bid packet (stapled to cover) and  
one (1) Electronic Copy USB.**



# BID RETURN BOOKLET

Please Complete

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

Bid Number: \_\_\_\_\_

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

Check

**Bid Return Booklet**

If submitting a bid, kindly attach and staple all pages marked "Required Documents" to this page. **One(1) original, one(1) electronic copy (USB,FLASH DRIVE).**

Check

**No Bid**

If you do not wish to submit a bid at this time but would like to remain in the District Bidder's list, return this form to the Paterson Public School District.

Reason for not bidding: \_\_\_\_\_

Check

**Remove from List**

If you wish to be removed from the District's Bidder's list do not reply to this invitation to bid.

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**ATTACH AND STAPLE ALL REQUIRED DOCUMENTATION TO THIS PAGE**

# **BID RETURN**

THE FOLLOWING DOCUMENTS ARE MANDATORY ATTACHMENTS AND FAILURE TO SUBMIT THEM MAY BE CAUSE FOR DISQUALIFICATION FOR BEING NON-RESPONSIVE AND REJECTION OF THE BID.

## **SUBMISSION CHECKLIST**

### **PLEASE SUBMIT YOUR BID IN THE FOLLOWING ORDER:**

Bid Security / Bid Bond
Performance Bond (N/A)
Consent of Surety (N/A)
Statement of Ownership Disclosure
Affirmative Action Requirements (Form AA302 Form or current Employee Information Report) -Required for the successful Bidder.
Equal Opportunity Language – Compliance Notice
New Jersey Business Registration Certificate, (FORM-BRC-(08-01) – provide prior to contract award
Non-Collusion Affidavit
Company Information Form
W-9 Form
Reference Sheet
Equipment / Prevailing Wage/Unauthorized Orders Certification Form
Political Contribution Disclosure Form
Disclosure of Investment Activities In Iran - provide prior to contract award
CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS
Acknowledgement of Addenda
Contractors Qualification Statement
Pricing Sheet

### **BID AND PERFORMANCE BOND REQUIREMENTS FOR THIS ITB**

**Bid Bond Amount:** 10% of total bid amount, not to exceed \$20,000.00 dollars

**Performance Bond:** N/A

The undersigned declares that he/she has read the specifications and included all items listed in the Check-List above.

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**ATTACH AND STAPLE ALL REQUIRED DOCUMENTATION TO THIS PAGE**

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid submissions. Failure to submit the required information is cause for automatic rejection of the bid .**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership     Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

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

**ATTACH AND STAPLE ALL REQUIRED DOCUMENTATION TO THIS PAGE**

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

If a Bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

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

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

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

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Bidder/proposer; that the District is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the District to notify the District in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the District to declare any contract(s) resulting from this certification void and unenforceable.

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

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful Bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.

The successful Contractor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful Contractor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Contractor copy is retained by the Contractor.

The undersigned Contractor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned Contractor further understands that his/her bid shall be rejected as non-responsive if said Contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

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

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS 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 Phillipine 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 14 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.

### TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN 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:

NJ Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

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

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa302ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. 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		COMPANY E-MAIL
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 AWARDDING CONTRACT		
	CITY	COUNTY   STATE   ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. 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	COL. 2	COL. 3	***** MALE*****						*****FEMALE*****					
		Total	Male	Female	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES
	(Cols. 2 & 3)															
Officials/Managers																
Professionals																
Technicians																
Sales Workers																
Office & Clerical																
Craftworkers (Skilled)																
Operatives (Semi-skilled)																
Laborers (Unskilled)																
Service Workers																
TOTAL																
Total employment From previous Report (if any)																
The data below shall NOT be included in the figures for the appropriate categories above.																
Temporary & Part-Time Employees																

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 <input type="checkbox"/> 2. NO <input type="checkbox"/>	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)

## **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. 17:27et seq.**

#### **GOODS, GENERAL SERVICES, AND PROFESSIONAL CONTRACTS**

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

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

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

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

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

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

EXHIBIT A (Cont)

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

\_\_\_\_\_  
Title of Bid and Bid Number

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 say that:

I am \_\_\_\_\_ of the Firm of \_\_\_\_\_

and the Bidder making the bid for the above named contract and that I executed the said bid with full authority so to do that said Bidder has not directly or indirectly, entered into any agreement, participated in any collusion, 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 bid and in this affidavit are true and correct, and made with full knowledge that the Public School District of the City of Paterson relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for the said bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
Print Name of Contractor

Subscribed and sworn to: \_\_\_\_\_  
Signature of Contractor

Before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

\_\_\_\_\_  
Print name of Notary Public

\_\_\_\_\_  
Notary Public Signature

My commission expires \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year Seal

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

**COMPANY INFORMATION FORM**

Company Name:		
Address:		
Address:		
City:	State:	Zip:
<b>Tax ID No.:</b>	<b>(Required)</b>	<b>NJ BRC Number:</b>
		<b>(Required)</b>
Telephone :	Fax:	
Website:	Email:	

*\*The information provided will be used for statistical purposes only. This information will not be used to select the winning bid*

**DISCLAIMER**

<b>CONFIRMATION OF SPECIFICATIONS</b>
I have read and understood the written specifications required by this bid and agree to all aspects of the information provided herein. _____ (y/n)
<b>DEPARTMENT, SUSPENSION OR DISQUALIFICATION</b>
Is your company included on the State Treasurer’s List of Debarred, Suspended or Disqualified Bidders or the State Department of labor; Prevailing Wage Debarment List? _____ (y/n)
<b>If yes, explain:</b> _____
<b>NON-COLLUSION STATEMENT</b>
Has your company been in contact with any District employee or elected official, other than the Purchasing Department to discuss this bid? _____ (y/n)
<b>If yes, explain:</b> _____
<b>POLITICAL CONTRIBUTIONS</b>
Has your company made contribution(s) that exceeded <b>\$300.00</b> per election cycle to elected officials, including BOE members or Political Action Committees during the 12 months prior to award of contract _____ (y/n)
<b>If yes, complete attached form.</b>

**Name of Officer Authorized to Submit Bid:**

Print Name:	Position:
Signature:	Date:

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## REFERENCE SHEET

### Names and Addresses of Three (3) References

<b>Company Name:</b>			
<b>Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Telephone: (     )     -     </b>	<b>Fax: (     )     -     </b>		
<b>Contact Person :</b>	<b>Email:</b>		

<b>Company Name:</b>			
<b>Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Telephone: (     )     -     </b>	<b>Fax: (     )     -     </b>		
<b>Contact Person :</b>	<b>Email:</b>		

<b>Company Name:</b>			
<b>Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Telephone: (     )     -     </b>	<b>Fax: (     )     -     </b>		
<b>Contact Person :</b>	<b>Email:</b>		

I declare and certify that no member of the Paterson Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education is 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.

President: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

**EQUIPMENT/ PREVAILING WAGE/UNAUTHORIZED ORDERS CERTIFICATION**

The undersigned Bidder hereby certifies as follows:

- The Bidder owns or controls all the necessary equipment required to deliver the goods and/or services described in the specifications.
- If required, the Bidder has the necessary license(s) pursuant to local and state regulations to provide the services under this bid.
- The Bidder will comply with The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)
- The Bidder will not process or respond to any request or provide any type of service without a signed Purchase Order.
- The Bidder will not exceed the amount of the approved Purchase Order.
- The Bidder will report any unauthorized request for services without a valid PO
- If no award is made after 60 days, Bidder agrees to maintain the bid price effective for an additional 60 days.
- The Bidder will comply with all Affirmative Action Requirements
- The Bidder will comply with the Americans with Disabilities Act of 1990
- If shipping charges are wrongly applied the Contractor shall not process the order and/or shall reimburse the District
- If wrong prices are applied by the District or if discount is not applied, Contractor shall not process the order and/or shall reimburse the District.
- The company has not made any contribution(s) (that exceed \$300 per election cycle) that were made during the 12 months prior to award of the contract.

Bid # \_\_\_\_\_ Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name of above: \_\_\_\_\_  
(Print)

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

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**



## Disclosure of Investment Activities in Iran

**Person or Entity**

### Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

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

**OR**

*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.*

## Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

## Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 **Name of Contracting Unit** 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 **Reference to Contracting Unit** to notify the **Reference to Contracting Unit** 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 **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

**PATERSON BOARD OF EDUCATION**

**N.J.S.A. 18A:18A-49.5**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"<sup>i</sup>) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

_____ Signature of Vendor's Authorized Representative	_____ Date
_____ Print Name and Title of Vendor's Authorized Representative	_____ Vendor's FEIN
_____ Vendor's Name	_____ Vendor's Phone Number
_____ Vendor's Address (Street Address)	_____ Vendor's Fax Number
_____ Vendor's Address (City/State/Zip Code)	_____ Vendor's Email Address

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**THE UNDERSIGNED BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

ADDENDUM # \_\_\_\_\_

DATE \_\_\_\_\_

ADDENDUM # \_\_\_\_\_

DATE \_\_\_\_\_

ADDENDUM # \_\_\_\_\_

DATE \_\_\_\_\_

NO ADDENDUM WAS ISSUED FOR THIS BID: \_\_\_\_\_ (check if no addendum was issued)

BY: \_\_\_\_\_  
(PRINT OR TYPE NAME) (TITLE)

\_\_\_\_\_  
(SIGNATURE)

COMPANY: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**

**TITLE III LEARNING MATERIALS, PPS-150-25**

**BID PROPOSAL FORM**

Vendors may submit bids on one (1) or more of the following categories:

**CATEGORY 1 (BOOKBAGS)**

<i>Title</i>	<i>Item Number</i>	<i>Quantity</i>	<i>Price</i>
Engage Newcomers! Kindergarten	9798765995884	50	
Engage Newcomers! First Grade	9798765995891	50	
Engage Newcomers! Second Grade	9798765995907	50	
Engage Newcomers! Third Grade	9798765995914	50	
Engage Newcomers! Fourth Grade	9798765995921	50	
Engage Newcomers! Fifth Grade	9798765995938	50	
Engage Newcomers! Grades 6-8	9798330904730	100	
Engage Newcomers! Grades 9-12	9798330904747	100	

**CATEGORY 2 (TRANSFER KITS)**

<i>Item</i>	<i>Item Number</i>	<i>Quantity</i>	<i>Price</i>
English/Spanish Sound-Spelling Transfer Kits	XY1532	40	

**CATEGORY 3 (TEXTBOOKS)**

<i>Title</i>	<i>ISBN</i>	<i>Quantity</i>	<i>Price</i>
How Do Dinosaurs Eat Their Food?	978-0-439-24103-8	12	
¿Cómo comen los dinosaurios?	978-0-439-76404-9	12	
Please Play Safe!	978-0-439-87473-1	12	
¡Juega con cuidado!	978-1-338-61624-8	12	
Maybe a Bear Ate It!	978-0-545-05597-0	12	
¿Se lo comió un oso?	978-0-545-24729-0	12	
How Do Dinosaurs Go to School?	978-0-545-10455-5	12	
¿Cómo van a la escuela los dinosaurios?	978-0-545-00229-5	12	
Splat the Cat	978-0-545-19866-0	12	
El gato Splat	978-0-545-27358-9	12	

**TITLE III LEARNING MATERIALS, PPS-150-25**

**BID PROPOSAL FORM**

<i>Middle School Spanish Books</i>	<i>ISBN</i>	<i>Quantity</i>	<i>Price</i>
Los libros no fueron siempre así	978-1-338-33638-2	30	
El Capitán Max y el planeta de Viernes	978-1-338-53017-9	30	
¡Hay que salvar a Florencia!	978-1-338-55485-4	30	
Un caballo llamado Libertad	978-0-439-23761-1	30	
La nariz de los Guadarrama	978-1-338-32557-7	30	
Primera Generación de Estadounidenses	978-1-4777-6808-2	30	
El misterio de los árbitros dormidos	978-8-467-56135-7	30	
Terremoto	978-0-545-76088-1	30	
Tornado (Sp)	978-0-545-84841-1	30	
Botas negras	978-0-590-26842-4	30	

<i>Arabic Books</i>	<i>ISBN</i>	<i>Quantity</i>	<i>Price</i>
MAL-SNAP! A BOOK ABOUT ALLIGATORS AND CROCODILES (ME)	9780439857086	18	
MAL-ANIMAL HOMES	9780439860109	18	
MAL-ARCTIC ANIMALS	9780439860598	18	
MAL-BEST ME I CAN BE: I AM A LEADER!	9780439860604	18	
MAL-BEST ME I CAN BE: I CAN COOPERATE!	9780439860628	18	
MAL-THE BIG ORANGE SPLOT	9780439861823	18	
MAL-BIG RED APPLE	9780439862394	18	
MAL-BRIGHT YELLOW FLOWER	9780439862615	18	
MAL-CHAMELEON. CHAMELEON	9780439862820	18	
MAL-COUNTING IN THE GARDEN	9780439862844	18	

Percentage discount of items not listed above: \_\_\_\_\_ %

**IMPORTANT:** The above items are examples of the approximately fifteen thousand-five hundred (15,500) textbooks the District plans to order under this contract. Please provide net pricing for the above ISBN's and a percentage discount off all items you may sell. Thank you.

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

**REQUIRED DOCUMENT- ATTACH AND STAPLE TO "BID RETURN BOOKLET" PAGE**