

# **MARLBORO TOWNSHIP SCHOOL DISTRICT**

## **----- REQUEST FOR BIDS -----**

### **Middle School Wiring Parts/Supplies**

Cindy Barr-Rague  
Business Administrator/Board Secretary  
1980 Township Drive  
Marlboro, NJ 07746  
Phone: (732) 972-2000 x2010

**BID ADVERTISEMENT**

Marlboro Board of Education  
1980 Township Drive  
Marlboro, NJ 07746  
Telephone: (732) 972-2000 x2010

Notice is hereby given that sealed Bids will be received by the Marlboro Board of Education for the furnishing of all labor, material, equipment and other facilities necessary for, or incidental to, the Purchase of School Wiring Parts and Supplies.

The Project will be awarded as a single overall contract in accordance with N.J.S.A. 18A:18A-18.

Bid specifications are on file and will be available Monday through Friday from the hours of 9:00 a.m. through 3:30 p.m., at the Board of Education Business Office, 1980 Township Drive, Marlboro, NJ 07746 and may also be obtained from the District's website at [www.mtps.org](http://www.mtps.org).

Bids may be mailed to the attention of Ms. Cindy Barr-Rague, Business Administrator, at the Board of Education office address listed above; however, no bid will be considered, regardless of the postmark, unless it is actually received in the Business Administrator's office prior to the time set for the opening of the bids. Bids may also be delivered in person to the Business Administrator between the hours of 8:00 a.m. and 4:00 p.m. on official business days. All bids must be duly time stamped, in the office of the Business Administrator, not later than the bid opening date and time as stated below.

**Bids will be received in the office of Cindy Barr-Rague, Business Administrator, located at the above address, on or before Tuesday, February 12, 2019 at 10:00 a.m. (prevailing time) at which time they will be publicly opened and read aloud.**

The Marlboro Board of Education reserves the unqualified right to reject any and all bids or any part thereof, to waive any informality in the bids, and to award the bid to a responsible and responsive bidder.

By Order of:

Cindy S. Barr-Rague  
School Business Administrator/Board Secretary  
Marlboro Township Board of Education  
1980 Township Drive  
Marlboro, NJ 07746

## **I. INSTRUCTIONS:**

Please submit your bid in an envelope clearly marked on the outside “Marlboro Township Board of Education - Bid for Purchase of School Wiring Parts and Supplies”, addressed to the Marlboro Township School District, Attn: Cindy Barr-Rague, Business Administrator, 1980 Township Drive, Marlboro, NJ 07746. Responses to this Bid Solicitation may be mailed or hand-delivered to this address.

The deadline for your response is **Tuesday, February 12, 2019 at 10:00 a.m.** No proposal will be accepted after this deadline.

The Marlboro Township Board of Education reserves the right to reject any and all bids and to request clarification from any vendor.

## **II. GOALS AND OBJECTIVES**

A primary goal of the Marlboro Township Board of Education is to enhance and improve the overall classroom instruction in the district. Accountability is required to District administrators, Board of Education members, community constituents, Federal and State legislative bodies, local and state funding sources, creditors and potential creditors. In order to accomplish this goal, the Board of Education seeks to increase availability and efficiency of technology services by:

- Utilizing state-of-the-art hardware and software;
- Implementing technology that improves and increases student learning;
- Executing the purchase of peripherals that will positively impact classroom success;
- Utilizing technology that is fully integrated, and has the ability to expand in the future;
- Retaining in-depth technical support services from the vendor and/or third party after the product is installed;
- Reducing the amount of instructional set-up and/or down-time; and
- Increasing utilization of technology resources.

## **III. SCOPE OF BIDS**

Bidders are requested to supply:

- 1) 6 each – Extreme Summit X460-G2-10GE4 48 Port POE Switches
- 2) 4 each – Eaton 5PX 1000 UPS Rack Mount
- 3) 170 boxes – Cat 6 White Wire
- 4) 30 boxes – Cat 6 Blue Wire
- 5) 30 boxes – Cat 6 Green Wire
- 6) 10 boxes – Cat 6 Yellow Wire
- 7) 10 boxes – Cat 6 Purple Wire
- 8) 50 boxes – Cat 5e Orange Wire
- 9) 2,000 feet – 25 pair Cat 5e wire
- 10) 2,000 feet – 6 Strand Multimode Fiber
- 11) 6 each - Hubbell Racks – P/N HPW84RR19
- 12) 12 each – Hubbell Wire Manage Racks – P/N VS76

- 13) 6 each – Hubbell Ceiling boxes – P/N ZCB7UA
- 14) 20 each – Hubbell 24 Port Patch Panels – P/N HP 624
- 15) 30 each – Hubbell 48 Port Patch Panels – P/N HP 648
- 16) 40 bags of 25 – Hubbell Jacks – P/N HXJ6B25 – Yellow
- 17) 350 each – Hubbell Handy Box – P/N PR 674
- 18) 400 each – Hubbell 2 Port Plates – P/N IFP120W
- 19) 82 each – Hubbell 3 Port Plates – P/N IFP130W
- 20) 1 each – Evans Offset Bender – P/N EB1000
- 21) 2 each – Dewalt Anchor Driver with Hepa – P/N DCH273P2DH
- 22) 1 each – Greenlee Offset Bender 1811
- 23) 1 each – Greenlee Offset Bender 1810
- 24) 1 each – Dewalt Portable Band Saw – P/N DCS374P2WB
- 25) 1 each – Laser Wire Calc Bosch – P/N GLM50CX
- 26) 12 each – Simkar 4' LED Light – P/N CHLED4505OU1
- 27) 3,000 each – Dewalt Concrete Anchors – P/N PFM2211200
- 28) 6,000 each – 3/4" EMT Conduit
- 29) 600 each – 3/4" EMT Box Connectors
- 30) 600 each – 3/4" EMT Couplings
- 31) 2000 each – 3/4" EMT Straps
- 32) 350 each – 3/4" LB Conduit Body Set Screw
- 33) 150 each – 3/4" TB Conduit Body Set Screw
- 34) 600 each – 3/8" x 18 x 72" Threaded Rod
- 35) 2,400 each – 3/8" x18 Hex Nut
- 36) 2,400 each – 3/8" Fender Washer
- 37) 150 each – SC Unicam Connectors
- 38) 5 cases – Firestop Putty Sticks
- 39) 200 each – Snake Tray 4" x 6" – P/N CM 201-425-8
- 40) 200 each – Snake Tray Barrel Nuts – P/N CB-12
- 41) 6 each – Rack Mount Power Strip – P/N WPWR
- 42) 14 each – Equipment Shelves – P/N MCCCWS19HD
- 43) 100 feet – 2x12 120 Wire Tray – P/N Cablofil CF54\300EZ

#### **IV. PROPOSAL FORM**

The response shall include the completed Bid Form located as the last page of this Request for Bids. The response shall also include the vendor's separate line item detail pricing sheets, divided and subtotaled into Part 1 and Part 2 with grand total matching the amount on the Proposal Form.

#### **V. BID ADDENDUMS**

There will be no bid addendums issued on this project. In the event that these specifications need to be revised, the bid will be cancelled in its entirety and a new bid package will be issued at the discretion of the Marlboro Township Board of Education.

## **VI. SYSTEM REQUIREMENTS**

Submissions that do not meet the minimum specifications of this proposal will be rejected.

### **A. Part 1: Extreme Switches/UPS**

- 1.) 6 each – Extreme Summit X460-G2-10GE4 48 Port POE Switches
- 2.) 4 each – Eaton 5PX 1000 UPS Rack Mount

### **B. Part 2: School Wiring Parts**

- 1.) All remaining parts listed in Scope of Bids

Bids may be submitted for one or both of the two parts above.

## **VII. GENERAL TERMS AND CONDITIONS**

1. These conditions form a part of the contract documents for each purchase order and a part of the terms of each purchase order for items included in the specifications and response forms issued herein.
2. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials to be furnished, their conformity with the specifications, purpose for which required and the terms of delivery, among other considerations.
3. The parties agree that the laws of the State of New Jersey shall govern the rights of the parties and the validity and interpretation of any purchase order, contract or service agreement that shall arise from and/or are included this response request. The parties agree that venue for any dispute affecting this Agreement shall be a court of competent jurisdiction in Monmouth County, New Jersey.
4. For any fiscal year beginning July 1, the District's obligation under any purchase order, contract or service agreement arising from this response request is contingent upon the availability of appropriated funds from which payment for purchase orders, contracts or service agreements can be made. No legal liability on the part of the District nor any payment or continuation of any agreement may arise until funds are made available to the District for this purchase order, contract or service agreement and until successful responder receives notice of such availability.
5. All items to be quoted are Freight Prepaid, F.O.B. Destination (inside delivery). **TITLE DOES NOT TRANSFER TO THE SCHOOL DISTRICT UNTIL RECEIPT.** All response prices must include all related costs of delivering items to the Marlboro School District.
6. Sums of money shall be indicated both by Unit Price and Total Extended Amount. In case of discrepancy, the Unit Price will govern.

7. Samples, when requested, MUST be clearly marked with the name of the vendor, name of product, response number and item number. Samples must be delivered free of charge, and those carelessly soiled in the process or spoiled by examination or testing will not be paid for by the Marlboro Township Board of Education. The school district reserves the right to destroy samples when it is considered necessary for the purpose of testing. Samples not mutilated or destroyed will be returned to the responder at their expense, if such return is requested.
8. Bids must not be attached to or enclosed in packages containing bid samples.
9. Telephoned bids or amendments will not be accepted.
10. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract void at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the response invitation, and to the samples furnished by seller, if any.
11. In the event of a conflict between the specification, drawings, and descriptions, the specifications shall govern.
12. Equipment shall be new and the model specified under section VI. System Requirements. Each item, as a minimum shall carry the manufacturer's maximum standard warranty. Warranty period shall be a minimum of 12 months unless otherwise shown as a specific exception.
13. Guaranteed delivery time must be specified in the response, for each item bid in terms of weeks from Purchase Order being issued to Bidder. It is understood and agreed that the delivery date and/or date of installation AFTER receipt of a purchase order is the seller's best offer. In its acceptance of any quotation offer, the Marlboro Township Board of Education is relying on the promised delivery date and/or installation as material and basic to its acceptance, unless otherwise indicated. In the event of the seller's failure to deliver as/when promised, the District may return all or part of any shipment so made, and may charge the seller with any loss or expense sustained as a result of such failure to deliver as/when promised.
14. Inside delivery shall be made during normal work hours (8:30 A.M. - 3:00 P.M.) on regular business days, unless prior approval has been obtained from the District. It is important that vendors understand that the District cannot and will not accept tailgate deliveries at District installation entrances, unless specified otherwise on the purchase order. No help for unloading will be provided; Suppliers should notify their delivery personnel accordingly. Notice of delivery shall be made at least twenty-four (24) hours in advance.
15. The successful bidder shall be responsible for delivery of items in good condition at point of destination. All claims for breakage, imperfections or other losses during delivery shall be filed with the carrier and deducted from invoices.
16. The District is exempt from State Tax, Local Tax, and Federal Excise Tax. All quotation offers and/or responses are made taking this fact into consideration.

17. No charge will be allowed for cases, boxes, bottles, etc., or for freight expenses, shipping, etc. No empty package cases, boxes, etc. will be returned to the bidder or contractor.
18. Regardless of the interest rate stated in a contract, the interest owed shall not exceed the highest rate permissible by New Jersey law.
19. In responding to this Request for Bids, bidders must give complete information in space(s) provided, otherwise your quotation and/or bid offer may be given no consideration. Failure to manually sign bid will disqualify response. Each person signing response should show title or authority to bind their firm to a contract. Obligations assumed by such signature must be fulfilled.
20. The District shall not be responsible for any material being delivered or services performed without a purchase order, signed by the School Business Administrator/Board Secretary or an authorized representative of the district.
21. No substitution of materials or extra charges of any kind or change in, or cancellation of, or waiver of, or exception to any of the specifications herein, of any purchase order, contract or service agreement will be permitted.
22. All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified or substituted without prior approval of the District.
23. Bidders should keep the District advised of the status of orders, as failure to meet delivery dates may result in removal from the responder's list and cancellation of orders.
24. Responses must be sealed and plainly marked with the Responder's Name, Address, City and State, Bid Number, Opening Date and Time. Faxed Responses will not meet this requirement and will NOT be accepted.
25. All responses to this request for bids shall be deemed final, conclusive and irrevocable. No responses shall be subject to correction or amendment for errors or miscalculations by the bidder.
26. Responses received later than the time and date specified, whether delivered in person or mailed, shall be disqualified.
27. The Marlboro Township Board of Education reserves the right to accept or reject any or all quotations and/or responses, and waive all informalities and irregularities and to accept or reject each item separately or as a whole, whatever is deemed most advantageous to the District. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply any acceptance or rejection of any quotation offer. By submitting a response, the vendor agrees to waive any claim that it might have against the District regarding any claim made in connection with the administration, evaluation, or recommendation of any response.
28. During the performance of this contract, the successful bidder agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status or handicapping condition.

29. The Contractor shall not sub-contract, sell or in any way transfer or assign its rights and responsibilities under this contract to any person or Corporation without prior written approval of the Marlboro Township Board of Education.
30. The District reserves the right to award contracts for any, all or none of the parts and/or items of this response request.
31. Any intellectual property that may result as part of this process is the sole property of the District and may not be shared by the awarded vendor without written consent of the District.

### **VIII. MISCELLANEOUS TERMS AND CONDITIONS**

1. All costs directly or indirectly related to preparation of a response to this Request for Bids or any oral presentation required to supplement and/or clarify a proposal which may be required by the District shall be the sole responsibility of and shall be borne by the Bidder.
2. If a firm does not desire propriety information in the proposal to be disclosed, the Firm is required to identify all proprietary information in the proposal. Such identification shall be submitted concurrently with the proposal. If the Firm fails to identify proprietary information, it agrees that by submission of its proposal that those sections shall be deemed non-proprietary and made available upon public request after the contract is awarded.
3. By signing this contract the awarded vendor(s) affirm that his/her representative has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the contract.
4. The successful bidder affirms that, to the best of his/her knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other consultants.
5. By submitting this response to the request for bids, each bidder affirms that, to the best of his/her knowledge, the response has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Vendors in the award of this request for bids.
6. Any award made as a result of this solicitation will not be transferred, assigned, subcontracted or mortgaged by the successful bidder.
7. The Marlboro Township Board of Education reserves and possesses the unqualified right to cancel this solicitation.



8. Any changes to the requirements specified herein will be communicated to all vendors by the issuance of an addendum.
9. The proposal response shall contain a detailed explanation of how the District will be provided with customer service after installation.
10. The successful vendor may be required to demonstrate their proposal. NOTE: Product demonstrations may be audio and video taped.
11. A proposal may be disqualified before or after the proposals are opened upon evidence of collusion or failure to fully respond to the requirements of the bid.
12. Upon installation and implementation, the District will be provided with full documentation for the installed systems and any customization(s).
13. No exceptions or qualifications to the bid specifications are permitted. All responses to the request for bids must adhere to the requirements set forth herein.
14. This solicitation represents the basis for any negotiations between the vendors and the District, and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). The information submitted in the RFP should be self-explanatory, and require no follow-up questions from the District.
15. Nothing in this solicitation implies the successful vendor will have the exclusive right to sell or provide hardware or software to the Marlboro Township School District. The District may elect to purchase hardware or software components from other sources without violating or infringing upon the rights of the successful vendor.
16. The successful vendor warrants that best efforts will be used to provide a system that meets the requirements specified herein. If the District determines the successful vendor is not meeting their contractual requirements, the District will send a cure notice to the successful vendor. This notice will outline the specific activities the successful vendor must immediately undertake in order to remain in compliance with the terms and conditions mutually agreed upon by the District and the successful vendor.
17. All proprietary information (if applicable) should be clearly indicated in the bidder's response to this request.
18. Defined as a vendor who has adequate financial resources (or the ability to obtain such resources), and is qualified to provide the services described herein.
19. Refers to a proposal that complies with all material and administrative aspects of this solicitation.
20. All proposals shall become the property of the District, and will not be returned.
21. The response to the request for bids shall include the terms and conditions for a software license (if applicable).

22. The bidder's response shall contain all technical requirements needed to implement and/or install the equipment in the District as appropriate.
23. The vendor will provide a management member to the District. This member will be a point of authority for all issues of the project. This representative must have technical and financial authority over the project. This individual will be knowledgeable in all aspects of the project and act as the single point of contact for the implementation of the system. Said individual will remain assigned to the District until full completion of the project implementation has been achieved, as solely determined by the District.
24. The District Business Administrator, or designee, will oversee the execution of this contract. The Business Administrator will make all requests for modifications to the original agreement in writing to the awarded vendor's project manager.
25. If any of the information is considered to be confidential or a trade secret belonging to the bidder and, if released would give advantage to a competitor or bidder, that information should be filed with the response in a separate envelope marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION".
26. During the term of the contract, the District reserves the right to make changes or amendments to the work the awarded vendor(s) is required to provide pursuant to this Contract. All such changes shall be made in writing and agreed to by both parties. Such changes are considered to be incorporated by reference into any agreement entered into between the District and the successful Bidder.

## **IX. INSURANCE**

All insurance coverages referenced shall use Companies with a minimum A.M. Best rating of A- VIII. Insurance Companies shall be licensed and admitted to do business in the state of New Jersey.

Contractor shall maintain for the full term of this agreement or length of project, at their expense, the following insurance coverages:

- A. Worker's Compensation Insurance. The successful bidder shall take out, and maintain, until the accepted completion of the work, Worker's Compensation Insurance for all of its employees employed on the site of the project, in sufficient amount so as to be in accordance with the applicable law or laws. The Workers compensation policy must provide coverage for sole proprietors, partners of a partnership, owners of LLC's and officers of corporations who will be performing work on the job.
- B. Liability Insurance. The successful bidder shall take out, and maintain, until the accepted completion of the work, liability and property damage insurance as shall protect the bidder, any subcontractor performing work on the project and the Board of Education, from claims for damages for personal injury, including accidental death, which may arise from any operation in connection with these specifications, whether such operation be by himself, any subcontractor or by anyone directly or indirectly employed by them. Liability insurance shall be in an amount not less than \$1,000,000.00 for injuries,

including wrongful death, to any one person and subject to the same limit for each person in an amount of not less than \$1,000,000.00 on account of one (1) accident and \$2,000,000 general aggregate.

- C. Property Damage Insurance. The successful bidder shall take out, and maintain, until the accepted completion of the work, property damage insurance as shall protect the bidder, any subcontractor performing work on the project and the Board of Education, from claims for property damage which may arise from any operation in connection with these specifications, whether such operation be by himself, any subcontractor or by anyone directly or indirectly employed by them. Property damage insurance shall be in an amount not less than \$500,000.00 for damages on account of all accidents.
- D. Certificates of Insurance on the foregoing must be provided with the Bidder's response. The Marlboro Township Board of Education must be named as an additional insured on any/all of the above-referenced policies.

## **X. FAILURE TO PERFORM**

If the successful bidder fails to deliver within the time specified in the bid specifications or on the purchase order or within reasonable time as interpreted by the Marlboro Township Board of Education, or fails to make immediate replacement of rejected articles when reasonably requested by the Board, the Marlboro Township Board of Education may purchase from other sources to take the place of the item rejected or not delivered. The Marlboro Township Board of Education reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the Marlboro Township Board of Education promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

## **XI. TERMINATION**

1. The District retains the option to terminate this Agreement for any reason at the end of each contract year without pecuniary risk or penalty.
2. The District may cancel this Agreement for convenience upon thirty days (30) days notice to the successful bidder.
3. If the successful bidder fails to comply with any of the obligations required of it in this contract and/or bid specifications and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within fifteen calendar days (15) of written notification, then the Board will have the right to terminate the contract immediately upon giving an additional fifteen (15) days prior written notice of that intention.
4. The Board of Education reserves the right to cancel any purchase order or part thereof if said order is not filled within the contract time or as stated in the bid documents.

5. If no awards have been made within sixty (60) days of the bid opening, all bids shall become null and void.

## **XII. PAYMENT**

1. Payment will be made only upon successful completion of the purchase order issued by the Marlboro Township Board of Education.
2. Payment, unless otherwise specified, will be net thirty (30) days after acceptance of delivery of all items listed on the purchase order and receipt of itemized invoice, whichever comes later. Delivery of all orders will need to be completed within 90 days from date listed by the Business Administrator's signature. No partial payments will be made without prior written authorization from the District.
3. All Purchase Order Numbers must be included on all invoices, packing slips, etc. Prices listed on receiving invoice(s) must agree with signed response document submitted by company.

## **XIII. INDEMNIFICATION**

The successful bidder agrees to indemnify, defend and hold harmless the District, its employees, members, agents and representatives, collectively and individually, from all liabilities, costs, expenses, attorney fees, fines, penalties or damages for any claimed infringement of any patents, trademarks, copyright or other corresponding right(s) which is related to any part of the service(s) the successful vendor is required to provide to the District. The successful bidder shall also indemnify, defend and hold harmless the Marlboro Township Board of Education, its members, agents, employees, and representatives, collectively and individually, from and against any and all claims, demands, damages, lawsuits, expenses, costs, liabilities, injuries, liens, and causes of action of any and every nature whatsoever, arising out of, resulting from, or in any manner connected with or concerning the performance, of the work hereunder, and the contractor hereby agrees to defend any and all expenditures, or expenses, including, but not limited to, court costs and attorney's fees, made or incurred by the Marlboro Township School District, and/or by reason of any such suit or suits.

**BID FORM ATTACHMENT #1**

--- BID FORM ---

The Undersigned, in compliance with the Advertisement of Bids and the Information for Bidders, hereby proposes to furnish the materials necessary to produce the herein specified product (s) or services (s), all in accordance with the specifications in the kind and for the amounts shown in the following statement:

For furnishing all equipment, materials, transport, shipping, etc., for the Marlboro Board of the district's wireless upgrade project.

**PRICING (Vendors may choose to bid on one or both parts.)**

**A. Purchase**

<b>Part 1 – Switches/UPS</b>	\$ _____
<b>Part 2 – School Wiring Parts</b>	\$ _____
<b>Total Price for Purchase:</b>	\$ _____

Bidder further agrees to hold proposal price(s) firm for a minimum of ninety (90) days from the date of the Proposal opening.

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

Printed Name and Title: \_\_\_\_\_

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

**BID FORM ATTACHMENT #2**

**STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT**

Pursuant to and in accordance with N.J.S.A.52:25-24.2, Bidders to supply public agencies; statement of ownership of 10% interest in corporation or partnership.

No Corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishings 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 or said partnership there is submitted a statement setting forth the names and addresses of all stockholders in the corporation partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every no corporate stockholder, and individual partner exceeding 10% ownership criteria established in this act, has been listed.

NAME & % OWNERSHIP

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____

(Continue listing additional names and addresses on separate sheet attached to this form.)

\_\_\_\_\_ No individual stockholder or partner owns 10% or more of this corporation or partnership.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name and Title)

NAME OF BIDDER: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**This Stockholder/Partnership Disclosure Statement must be submitted with the bid.**

**BID FORM ATTACHMENT #3**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

Answer all questions, if not applicable write N/A.

1. Name of Bidder \_\_\_\_\_
2. Address \_\_\_\_\_  
\_\_\_\_\_
3. Phone # \_\_\_\_\_
4. Fax # \_\_\_\_\_
5. E- Mail \_\_\_\_\_
6. What is your organization's primary business? \_\_\_\_\_
7. How long have you been in business under the present name? \_\_\_\_\_
8. Provide complete information (name, address, and time in business) on former names for your organization. Attach additional sheets if more room is required.  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_
9. List the categories of work your organization normally performs with its own workforce. Attach additional sheets if more room is required.  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_
10. Attach a list of current pending school projects of the type being bid. Include with that list:
  - a. Project and Owner's Name
  - b. Project Address
  - c. Brief Project Description
  - d. Contract Value
11. Have there been any liens filed against your organization, or by your organization against another contractor or Owner, in the past five (5) years? If so indicate

when, by or to whom, current status, and explain why. Attach additional sheets if more room is required.

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

12. \_\_\_\_\_ hereby certifies the Contractor will furnish, at the prices  
(Name of Bidder) quoted herein, the materials, equipment and/or services as  
proposed on this bid.

NAME OF BIDDER \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name & Title \_\_\_\_\_

**This Qualification Questionnaire must be submitted with the bid.**





5. If so, state the name of the individual, the location and type of project, and reason for the failure to complete.

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Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

The above information is true and correct  
to the best of my knowledge.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify Other State (\_\_\_\_\_)  
My commission expires \_\_\_\_\_, 20\_\_.

Bidder's Authorized Representative:

Name: \_\_\_\_\_  
*(Printed/Typed)*

Title: \_\_\_\_\_  
*(Printed/Typed)*

Representing: \_\_\_\_\_  
*Company/Agency (Printed/Typed)*

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

**This Form must be submitted with the Bid.**

**BID FORM ATTACHMENT #5**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY/ \_\_\_\_\_

Specify, of other

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, of the (City, Town, Borough) of \_\_\_\_\_, State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the Bidder making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; 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 project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

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 or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

(N.J.S.A. 52:34-15)

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/

Specify Other State (\_\_\_\_\_)

My commission expires \_\_\_\_\_, 20\_\_.

The above information is true and correct to the best of my knowledge.

Bidder's Authorized Representative:

Name: \_\_\_\_\_  
(Printed/Typed)

Title: \_\_\_\_\_  
(Printed/Typed)

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

**THIS FORM MUST BE COMPLETED, SIGNED, NOTARIZED, AND SUBMITTED WITH BID**

**BID FORM ATTACHMENT #6**

**COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT**

Bidder's Past Record under the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.24, inclusive) and all acts amendatory thereof and supplemental hereto.

Special Instructions: Answer each question with a "yes" or "no" entered in the space provided and furnish additional information when required.

1. Has the bidder been notified by the Commissioner of Labor and Industry by notice issued pursuant to N.J.S.A. 34:11-56.37 that he has been blacklisted for failure to pay prevailing wages as required by the New Jersey Prevailing Wages Act?\_\_\_
2. Has any person having an "interest" in the bidder within the meaning of N.J.S.A. 34:11-56.38 been blacklisted as aforesaid? \_\_\_\_\_
3. Has any person having an interest in the bidder within the meaning of N.J.S.A. 34:11-56.38 had any "interest" as aforesaid in any firm, corporation, or partnership which has been blacklisted as aforesaid?
4. If the answer to any of the aforesaid questions is "Yes" annex a full statement showing the date of action taken by the Commissioner of Labor and Industry, the subsequent action, if any, taken with respect to such action of the Commissioner, the name of the person, firm, corporation or partnership blacklisted by the Commissioner, and the nature, character and extent of the interest existing between the bidder and the name which was blacklisted as aforesaid.
5. Have you made application for certification pursuant to "The Public Works Contractor Registration Act" (P.L. 1999 C238)? Attach copy of current certificate, or, if pending, a copy of the completed application and proof of payment of the application fee.

NAME OF BIDDER \_\_\_\_\_

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

Authorized Signature \_\_\_\_\_

Print Name & Title \_\_\_\_\_

**This form must be submitted with the Bid.**

**BID FORM ATTACHMENT #7**

**CERTIFICATE OF EQUAL OPPORTUNITY**

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Name of Bidder

**INSTRUCTIONS:**

This certification is required pursuant to executive order 11246, Part II. 203(B), (30 C.F.R. 12319-25). Each Bidder is required to state in his Bid whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable filing requirements.

**CONTRACTOR'S CERTIFICATION:**

**Contractor's Name:** \_\_\_\_\_

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

1. Bidder has participated in previous contract or subcontract subject to the equal opportunity clause.  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, state what reports were filed and with what agency.
3. Bidder has filed all compliance reports due under applicable instructions.  
Yes \_\_\_\_\_ No \_\_\_\_\_
4. If the answer to Item 1 or 2 is "yes," and the answer to Item 3 is "no", please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief. A willingly false statement is punishable by law. (U.S. Code, Title 17, Section 1001)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Name and Title of Signer - Please Type)

**This Form must be submitted with the Bid.**

**BID FORM ATTACHMENT #8**

**AFFIRMATIVE ACTION QUESTIONNAIRE**

The following question must be answered by all prospective contractors.

Do you have a Federal Letter of Affirmative Action Plan Approval from the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP)?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a photostatic copy of such approval. This letter cannot be more than one year old from the date of issuance.

If no, the prospective Vendor may still bid on the Project as long as the question is answered.

\_\_\_\_\_  
BIDDER (Signature)

\_\_\_\_\_  
BIDDER (Print Name)

***NOTE:*** FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF YOUR BID.

**This Affirmative Action Questionnaire must be submitted with the bid**

**BID FORM ATTACHMENT #9**

**CERTIFICATE OF INSURANCE STATEMENT**

Name of Firm: \_\_\_\_\_  
(Printed/Typed)

Address: \_\_\_\_\_  
(Printed/Typed)

\_\_\_\_\_  
(Printed/Typed)

The Bidder fully understands the Marlboro Township Board of Education insurance requirements as stated in the Bid Specifications and agrees to provide all insurance required by these documents prior to award of contract.

Bidder's Authorized Representative:

Name: \_\_\_\_\_  
(Printed/Typed)

Title: \_\_\_\_\_  
(Printed/Typed)

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

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

**This Form must be submitted with the Bid.**

**BID FORM ATTACHMENT #10**

**POLITICAL CONTRIBUTION DISCLOSURE FORM**

The Contractor shall attach a copy of its C.271 Political Contribution Disclosure Form to this form, and submit both with the Bid. (Form Attached).





**BID FORM ATTACHMENT #11**

**Disclosure of Investment Activities in Iran**

This form must be completed and submitted with the bid.

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**OPS Number:** \_\_\_\_\_ **Proposer:** \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

**AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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

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

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

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

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

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

**BID FORM ATTACHMENT #12**

**New Jersey Business Registration Certificate**

The Bidder shall submit a copy of its valid New Jersey Business Registration Certificate with its bid.