



508 Grand Street, Jersey City, NJ 07302
Phone: (201) 630-4700 Fax (201) 918-6137 www.BelovedCCS.org

Custodial Services

Bid No: 01-SY2023-2024

Tuesday, August 29th, 2023

Bid Opening Date

10:00 a.m.

Bid Opening Time

Opening Location: Beloved Community Charter School
Main Office
508 Grand Street
Jersey City, NJ 07302

Beloved Community Charter School
Custodial Services Bid

INSTRUCTIONS TO BIDDERS-

1. BIDS ARE
TO BE SUBMITTED TO: Mrs. Marilyn Hooper
Business Administrator
Beloved Community Charter School
508 Grand Street
Jersey City, NJ 07302

Bids are to be received prior to the time and place designated in the specification.

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

ON: **Tuesday, August 29th, 2023**

by mail, delivery service or in person. Bids that are submitted are to be sealed and will be unsealed and announced at the bid opening meeting.

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

Envelope Label Information:

District :	<u>Beloved Community Charter School</u>
Bid Number:	<u>01-SY2023-2024</u>
Project:	<u>Evening Cleaning Proposal</u>
Bid Date:	<u>August 29th, 2023</u>
Bid Time:	<u>10:00 a.m.</u>

Bidder: *Name of Company*
 Address
 City, State, Zip

Electronic (e-mail) submission of bids will not be accepted.

3. BID OPENING MEETING

All bids will be publicly received and unsealed by the Purchasing Agent in the Main Office of the Beloved Community Charter School, 508 Grand Street, Jersey City, NJ 07302 and read beginning at **10:00 a.m.** on **Tuesday, August 29th, 2023**. Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete and presented to the Purchasing Agent prior to the advertised bid date and time. No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))

FACILITY

SQUARE FOOTAGE

Main & Annex Building	52,358
Middle School Building	16,296
High School Building	40,000

THE ABOVE SQUARE FOOTAGE IS APPROXIMATE. All bidders must rely on their own independent measurements. There will be no deviation in price of bid should bidders' measurements differ from the board's measurements. Bidders are expected to determine all square footage and conditions in the building, notwithstanding the above estimates. It is strongly recommended that each bidder, prior to submitting a bid, visit the work site and thoroughly familiarize themselves with the areas where such work is to be performed.

Bid Facilities Walkthrough

Date: Monday, August 21st at 3:00 PM
Tuesday, August 22nd at 11:00 AM

Items listed in attachment: "Custodial Duties" are to serve only as a guide to establish minimum specifications.

INTERPRETATION:

No oral interpretation will be made to any bidder as to the meaning of the specifications. Should any questions arise as to the true meaning of any item noted on the specifications, bidder will immediately make a request in writing, via email, to the Business Manager/Board secretary for clarification. An interpretation will be promptly made in the form of an addendum, published as required by law and issued via fax to all bidders receiving specification. All such addenda shall become part of the contract document. No inquiry received after 1:00 PM on August 22nd, 2023, will be given consideration. Failure of a bidder to receive such interpretation shall not relieve said bidder of any obligation under his bid as submitted.

ALL BIDDERS ARE ADVISED THAT THIS CONTRACT IS ANTICIPATED TO BEGIN ON AUGUST 31ST, 2023 AND THE SUCCESSFUL BIDDER MUST BE PREPARED TO PROVIDE THE CUSTODIAL SERVICES DESCRIBED IN THIS BID SPECIFICATION ON THAT DATE.

4. AFFIRMATIVE ACTION REQUIREMENTS

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

- i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C.17:27-4; or
- iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

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

"If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

5. AMERICANS WITH DISABILITIES ACT

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

6. BID PROPOSAL FORM

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries with care.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Proposal Form. ***Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid.*** If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

Beloved Community Charter School will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular bid as non-responsive N.J.S.A. 18A:18A-2(y).

7. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

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

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

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

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: **1)** The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; **2)** prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest

that none was used; **3)** during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

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

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Purchasing Agent no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of a contract.

11. COMPLIANCE WITH ALL LAWS -- Where applicable

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

12. CRIMINAL HISTORY BACKGROUND CHECKS—N.J.S.A. 18A:6-7.1--REQUIREMENT

All providers for the services of this contract shall provide to the school district, prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in regular contact with students, has had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker.

Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract.

If your company has employees in the building before 9:00 PM, then each employee assigned to work before 9:00 PM must complete a New Jersey Department of Education Criminal Background Check and provide the School a copy of the approval form issued by the Criminal History Review Unit.

If it is discovered during the course of the contract that an employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the School as a service provider immediately.

The Successful Bidder must be familiar with the requirements of all applicable codes and regulations of governmental or regulatory bodies at the national, state and local levels.

13. CONTRACTS

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

1. Award, if made, will be based upon the most responsible bid in terms of a low price, experience cleaning schools, quality of the proposal, disinfection procedures, and recommendations from references.
2. The board reserves the right to reject any or all bids or to waive any informality in the bid process if it is in its best interest to do so.
3. The Board reserves the right to reject the bid of any bidder who in the judgment of the board is not in a position to perform the contract.
4. Bids shall be in conformance with the applicable requirements of the Public School Contracts law, N.J.S.A. 18A:18A-1 et seq.
5. Bids may be delivered in person or by a representative of the bidder. Bids mailed must be in the hands of the business Administrator/board secretary by bid opening date and hour. The board assumes no responsibility for Bids not delivered by the due date and will reject all Bids received after opening date and time.
6. All bid documents must be attached to bids at the time of opening bids. Failure to adhere to bid documents may result in the rejection of bids.
7. The Board reserves the right to call to the attention of the successful Bidder any incomplete or unsatisfactory service and require that corrective measures be performed.

B. Equal Prices

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

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

Upon notification of award of contract by the Beloved Community Charter School Board of Trustees, the contractor shall sign and execute a formal contract agreement between the Board of Trustees and the contractor, **if required**.

If a formal contract is not required by the Board of Trustees, an approved and signed Beloved Community Charter School Purchase Order will constitute as a contractual agreement. When a formal contract is required the contractor shall sign and execute said contracts and return said contracts along with the following:

1. Insurance Certificate with the Beloved Community Charter School as an additional insured (***if required***);
2. Affirmative Action Evidence Affirmative Action certificate or copy of completed form AA 302 together with proof of payment;
3. Other required documents as may be outlined in the bid specifications.

The executed contracts and related documents must be returned to

Marilyn Hooper,
Business Administrator & Board Secretary

Beloved Community Charter School
508 Grand Street,
Jersey City, NJ 07302

within ten (10) days of receipt of notification. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Trustees, The Board of Trustees reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

D. Renewal of Contract; Services

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

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

E. Term of Contract

The contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on school days during the 2023-2024 school year (See the Beloved Community Charter School 2023-2024 Calendar for days when school will be in session.) The Board, at its discretion, may opt to renew the contract for two (2) additional one-year terms which would be for the 2024-2025 and 2025-2026 school years. Such renewals are in the sole discretion of the Board, upon a finding that the services are being performed in an effective and efficient manner and that the materials and supplies continue to meet the original specifications. 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. All other terms and conditions of the contract shall remain the same. The option to renew the contract is solely that of the Board. The Board is under no obligation to renew the contract after the expiration of the initial term, regardless of the quality of services provided by the Successful Bidder.

All individuals performing the designated custodial functions shall be employees of the Successful bidder, and the Successful Bidder shall have sole responsibility to compensate its employees, including all applicable taxes, insurance, and workers' compensation and shall be solely responsible for any losses incurred by the Board resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. The Successful Bidder shall comply with all wage and hours of employment requirements of federal and state law.

F. Purchase Order Required; Notice to Proceed

No contractor or vendor shall commence any project, provide any service or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

The Successful bidder will provide a monthly financial statement to the Board and request payment according to the procedures established by the Board. The Board may, at any time, request information on budgetary and cost controls.

14. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms* provided by the Board that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact Duanne Moeller via phone at (201) 630-4709 or via email at dmoeller@belovedccs.org for duplicate copies of the forms. This must be done before the bid date and time. The Board of Trustees accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

15. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

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

***Forms provided by the Beloved Community Charter School that must be returned with bid.**

- Bid Proposal Form
- Affirmative Action Questionnaire or Affirmative Action Evidence
- Non Collusion Affidavit
- Contractor/Vendor Questionnaire and Certification
- Acknowledgement of Addenda
- Chapter 271 – Political Contribution Disclosure Form
- Form AA302 – Employee Information Report
- Disclosure of Investment Activities in Iran

*Please check your bid package for these forms!

*******You must also include a copy of your NJ Business Certificate*******

16. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a proposal, acknowledges that he has carefully examined the bid specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in his bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.

17. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

18. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with the Board of Trustees to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

19. INSURANCE AND INDEMNIFICATION

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

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

(A) Insurance Certificate

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

The Beloved Community Charter School
c/o Marilyn Hooper
508 Grand Street
Jersey City, NJ 07302

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

“The Beloved Community Charter School is named as an additionally insured.”

OTHER INSURANCES

WORKERS COMPENSATION – Statutory Limits. Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal.

(B) Indemnification

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

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men

20. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the Purchasing Agent must be received at least ten (10) days prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addendum to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the bidders by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

21. IRAN DISCLOSURE N.J.S.A. 18A18A-49.4

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

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

22. LIABILITY – COPYRIGHT

The contractor shall hold and save the Beloved Community Charter School, its Trustees, officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or

uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

23. LIQUIDATED DAMAGES

Liquidated damages shall be assessed against the contractor in the amount as listed in the General Specifications, and Contract should the contract/work/service not be completed in accordance with the plans and specifications.

24. NON-COLLUSION AFFIDAVIT

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

25. PAYMENTS

Payments for services will be made on a monthly basis. Every effort will be made to pay vendors and contractors within thirty (30) to forty five days (45) after receipt of invoice.

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Beloved Community Charter School Board of Trustees, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board of Trustees at its discretion may make partial payments. All payments are subject to approval by the Board of Trustees at a public meeting. Payment may be delayed from time to time depending on the Board of Trustees meeting schedule.

Invoices

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

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

26. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a)(1-4) please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a)(1)

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period."

Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a)(2-3)

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred to in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a)(4)

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

27. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

28. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Beloved Community Board of Trustees may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return the same with the bid and shall furnish all information to the Board as the Board may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications. Please also include the names and contact information of three references who are current or past clients in order to validate the quality of work performed by the contractor. At least three of these references must be New Jersey public or charter schools.

29. RIGHT TO KNOW LAW

All potentially hazardous materials or substances MUST BE properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

30. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

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

In cases of subcontracting, the Beloved Community Charter School shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Beloved Community Charter School shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

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

31. TAXES

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Passaic Board of Education. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

32. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

The Board may terminate the contract without cause, at any time after the first year of service, upon thirty (30) days' notice to the Successful Bidder.

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

The contractor further agrees to indemnify and hold the Beloved Community Charter School harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

33. WITHDRAWAL OF BIDS

Before The Bid Opening

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

After The Bid Opening

The Beloved Community Board of Trustees may consider a written request from a bidder to withdraw a bid, if the written request is received by the Purchasing Agent within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a bid must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

34. SUPPLEMENTAL CONDITIONS

The Successful Bidder must propose detailed schedules per employee, showing how the work is to be coordinated on a daily and weekly basis that is in compliance with the tasks and frequency of duties as listed in the "Scope of Work" section below. A schedule may be adopted in its entirety by the Board and/or modified at the Board's request as needed. PROPOSED SCHEDULE MUST ACCOMPANY THE BID

The Successful Bidder must maintain a qualified, competent Supervisor. The proposed Supervisor must be interviewed and approved by the administration through the Business Office at time of bid award or before hiring if the supervisor is a new employee. Application, resume, references, Criminal History Review documents and any additional paperwork must be submitted for administrative review prior to hiring or upon bid award. The Supervisor must be on site at all times when cleaning staff are on the premises.

The Successful Bidder will propose a detailed plan for the nightly sanitizing of the school buildings in their entirety with cleaning compounds approved by the Center for Disease Control for the disinfection of the Covid-19 virus. PROPOSED DETAILED NIGHTLY SANITIZING PLAN MUST ACCOMPANY THE BID.

The Successful Bidder must be able to staff the school with service workers on all weekdays other than national legal holiday. Staffing is to be provided to accomplish project work on school holidays when schools may not be in session if additional work is awarded.

The Successful Bidder must be experienced in providing professional public school custodial services for a period of not less than five (3) years prior to the date of submission of this bid.

The Successful Bidder shall furnish all labor and custodial cleaning chemicals and industrial equipment (vacuums; Hepa vacuum; Carpet extractor; mini extractor for carpet spotting; rotary floor machine;), spray bottles, labels, mops, brooms. The successful bidder should use the same cleaning chemical the school uses during the day time. These are:

Floors:	3M brand 3H Neutral Cleaner Concentrate
Windows:	3M brand 1L Glass Cleaner Concentrate
Spray Cleaner:	3M Quat Disinfectant Cleaner Concentrate

Mixing stations are installed in all custodial closets. 3M BIDDER MUST SUPPLY WITH ITS BID, AN ITEMIZED INVENTORY OF ALL SUCH EQUIPMENT THAT INCLUDES THE MAKE, MODEL AND QUANTITY THEREOF.

The following consumables will be stocked and ordered by Beloved Community Charter School: large black trash bags, medium black trash bags, clear office size trash bags, toilet paper, paper towels, and hand soap.

The school's daytime custodians will use the cleaning chemicals provided by the evening cleaning company during the school day.

The Successful Bidder shall provide, at no additional cost to the Board, such additional services as required for school functions such as but not limited to: Back-to-School Nights, Parent Conferences, School Activities, Graduation, Board of Education meetings, PTO function etc. A school calendar will be provided annually, monthly or weekly, as necessary.

The Successful Bidder shall provide such other services as may be required by the Board from time to time. However, any service that required additional compensation to be paid to the Successful Bidder, over and above the contract amount, must receive prior written authorization from the administration, except in the event of an emergency. No payment will be made in the event of non-compliance with this stipulation.

All employees must comply with health regulations of the school district. All medical costs incurred will be the responsibility of the Successful Bidder.

Items listed on the attached "Custodial Duties" are to serve only as a guide to establish minimum specifications.

CUSTODIAL DUTIES

The services to be performed under the Contract shall include but not be limited to:

All Offices, Classrooms, Break Rooms and Conference Room – Daily Monday through Friday – Five times per week

1. Empty trash and replace liners as needed. Move trash to collection point and dispose of in proper disposal container. Empty and clean wastepaper baskets. Wet wipe with and odor controlling solution as needed. Reline wastebaskets where necessary.
2. Take trash to the loading dock and place it in the dumpsters.
3. Collect all recycling materials and remove to appropriate containers in order to comply with mandated recycling requirements.
4. Vacuum classroom carpets.
5. Sweep and wet mop floors with an all-purpose disinfectant cleaner that does not damage floor wax. Water in mop bucket must be changed frequently.
6. Remove spots and stains from floors and table tops.
7. Ensure tables and flat surfaces are free of dirt/dust, debris and stains
8. Wipe all desks, table tops and computer tables with a disinfectant cleaner
9. Return chairs and furniture to proper position
10. Disinfect door handles
11. Clean door windows
12. Clean and sanitize sinks in Art Room, Science Room daily.
13. Dust window ledges monthly.
14. Shampoo area rugs as needed. (at least once a month)
15. Sanitize all switches, door knobs, desks, and other high touch areas.

Student & Staff Bathrooms – Daily/Nightly Cleaning- Daily Monday through Friday – Five times per week

Completely clean and disinfect/sanitize washrooms including:

1. Empty trash and replace liners as needed. Move to collection point and dispose of in proper disposal container.
2. Wet wipe fixtures, shelves and ledges with a germicidal solution.
3. Clean and disinfect both the inside and outside of urinals and toilet bowls.
4. Wet mop and disinfect floors with a disinfectant solution
5. Wash mirrors, door knobs and handles with disinfectant cleaners.
6. Clean and disinfect sinks and counters with disinfectant cleaners.
7. Clean stall partitions and wipe down tile walls.
8. Fill all soap and paper dispensers.

Corridors and Lobby – Daily Monday through Friday – Five times per week

1. Wipe reception desk and table tops with a disinfectant cleaner.
2. Remove spots, stains, stickers, and gum from floors
3. Wet mop and disinfect floors with a disinfectant solution
4. Clean and sanitize Drinking fountains, keep free of dirt/dust, debris and stains.
5. Weekly dust window ledges
6. Vacuum entryway rugs.
7. Buff hallway floors once per week.

Stairwells-

Daily Monday through Friday – Five times per week

1. Sweep stairs and landings nightly
2. Remove spots, stains, stickers, and gum from floors
3. Mop stairs twice per week

Janitorial Closets

1. Clean and maintain all custodial closets. Keep closets locked and stocked with consumable products, mops, and brooms. No supplies or equipment shall be stored within 36" of any electrical or communication panels or within 18" of ceiling.

Security

The cleaning service shall keep all doors locked while cleaning the building and shall make sure all doors and windows, interior and exterior, are locked and all lights are off before leaving the premises each night.

ALL WORK DURING A SCHOOL DAY MUST NOT BEGIN BEFORE 4:00 p.m. Some areas of the school will not be available for cleaning until after 7:00 p.m.
TRASH MUST BE PLACE IN GARAGE HOLDING AREA BEFORE 4:00 a.m.

Work calendars: refer to the attached school calendar. Beloved Community Charter School reserves the right to make minor adjustments to the schedule and calendar as necessary.

Employees performing services under this contract shall be selected by and supervised by the successful vendor who shall function as an independent contractor to the school. Supervisors should be readily available to communicate with the School Business Manager and/or the School Director to discuss work or concerns.

Term of contract:

Contract will begin August 31st, 2023 through June 14th, 2023. The Board, at its discretion, may opt to renew the contract for two (2) additional one-year renewal terms.

Beloved Community Charter School
508 Grand Street
Jersey City, NJ 07302

BID DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the bid package – Failure to submit the bid documents and other documents so specified may be cause to reject the bid for being non-responsive (N.J.S.A. 18A:18A-2(y)).

AFFIRMATIVE ACTION QUESTIONNAIRE

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

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

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

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

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

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

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

www.state.nj.us/treasury/contract/compliance/

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

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

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Beloved Community Charter School Board of Trustees within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

NON-COLLUSION AFFIDAVIT

Custodial Services

STATE OF _____
COUNTY OF _____ :SS:

I, _____ of the City of _____
in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
Position in Company
and the bidder submitting the proposal for the above names contract, and that I executed the said proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Trustees of the Beloved Community Charter School relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

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

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____ - Seal -
Month Day Year

Contractor/Vendor Questionnaire/Certification

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Systems in New Jersey

	<u>Name of District</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the Beloved Community Charter School, nor any officer or employee or person whose salary is payable in whole or in part by said Beloved Community Charter School or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

I certify that I am not an official or employee of the Beloved Community Charter School.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Beloved Community Charter School.

Vendor Contributions

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

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent (Print)

SIGNATURE

Acknowledgement of Addenda

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.

ISSUING DATES

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature: _____ Date: _____

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

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

_____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

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

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

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

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

P.L. 2005, c.271

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

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-I et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-I et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

P.L. 2005,c271

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

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

County Name: Hudson

State: Governor, and Legislative Leadership Committees

Legislative District #: 33

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

County: Hudson

Freeholders
Surrogate

County Clerk
Registrar of Deeds

Sheriff

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

Bayonne City
East Newark Borough
Guttenberg Town

Harrison Town
Hoboken City
Jersey City
Kearny Town
North Bergen Township

Secaucus Town
Union City
Weehawken Township
West New York Town

Boards of Education (Members of the Board):

East Newark Borough
Guttenberg Town

Hoboken City
Kearny Town
North Bergen Township

Secaucus Town
Weehawken Township

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

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

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

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

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

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:275.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

(REVISED 4/10)

ETHICS IN PURCHASING

Statement to Vendors

School District Responsibility

Recommendation of Purchases

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

School district officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et.seq.

Solicitation/Receipt of Gifts – Prohibited

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Passaic Board of Education or anyone proposing to do business with the Beloved Community Charter School.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Beloved Community Charter School, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Beloved Community Charter School or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Beloved Community Charter School, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of the Beloved Community Charter School or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Beloved Community Charter School.

Mrs. Marilyn Hooper,
Business Administrator

Beloved Community Charter School
Business Office
508 Grand Street
Jersey City, NJ 07302

TO: All Vendors

UNAUTHORIZED ORDERS

Official Notification

Authorized Purchases

The Beloved Community Charter School Board of Trustees only recognizes purchases made through the approved purchase order process. All purchases require a:

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

Unauthorized Purchases

Any Beloved Community Charter School Board of Trustee employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

Vendors' Responsibility

- **Do NOT Honor Requests!**

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

- **Contact the Business Office!**

Please alert Mrs. Marilyn Hooper at 201-630-4700, if any Board employee attempts to place an order without an authorized purchase order.

- **You will NOT Get Paid!**

The Beloved Community Charter School Board of Trustees will not be held responsible for any unauthorized orders or purchases.

Authorized Signatures

The Beloved Community Charter School Board of Trustees will only recognize purchase orders signed by: Marilyn Hooper

ADVISORY INFORMATION FOR BIDDERS

1. PROMPTNESS OF BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented in a sealed envelope at the Beloved Community Charter School, Business Office or designee, prior to the advertised bid date and time. The advertised bid date and time for this bid is on **Tuesday, August 29th, 2023 at 10:00 a.m.** No bids shall be accepted after the time designated in the bid advertisement. No extensions or exceptions will be made. The Business Office is open Monday through Friday from 8:00 am – 4:00 pm. Access to the Business Office may be delayed because of security clearance. Bidders may also submit bids to Marilyn Hooper or her designee at the bid opening meeting held in the Main Office, 508 Grand Street, Jersey City, NJ 07302, prior to the advertised bid opening date and time. Once again, bids will not be accepted after the time designated in the advertisement.

2. PARKING

Parking in the vicinity of the Beloved Community Charter School is at a premium. ***Allow enough time to locate a parking space.*** Be aware of parking signs as you may receive a parking ticket or have your vehicle towed.

3. MAIL

Mail is brought to the School Offices, approximately 3:30 p.m. each day. The mail is then sorted within the district system by departments. The Business Office routinely receives its mail at approximately 4:00 p.m. each day.

4. UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type usually arrive at 4:00 p.m. These items are brought to the main office.

5. HAND DELIVER BIDS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, it is suggested that bidders arrange to hand deliver their bid to the Business Office, and personally turn it in to the office of the Purchasing Agent before the advertised date and time. Please understand that bids arriving after the advertised bid date and time for any reason, will not be accepted, opened or considered.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.

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

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

ITEM 13 - Enter the dates of the payroll period used

to prepare the employment data presented in Item 12.

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

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

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

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

To be completed and signed below.

Return with Bid

Beloved Community Charter School
STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

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

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

Full Name (Print): _____ Signature _____

Title: _____ Date: _____

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

DDP Standard Forms Packet (11/2013)

OFFICIAL BID SHEET
Beloved Community Charter School
Custodial Services Bid # 01-SY2023-2024

Bid Due: Tuesday, August 29th, at 10:00 a.m.

Proposal of _____ (the Vendor)

The undersigned, having carefully examined and thoroughly perused specifications for the above named project; and become fully familiar with all conditions affecting the work required by specifications, prepared by The Beloved Community Charter School including the "Custodial Duties", hereby proposes to provide all materials, labor, services, etc., required thereby for the bid sum of:

\$ _____ total bid amount

To be paid in 10 monthly payments of \$ _____ each

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

The undersigned agrees that the bid will not be withdrawn for a period of ninety (90) days from the date of bid opening.

The Vendor understands that Beloved Community Charter School reserves the right to reject any or all bids and to waive any informality in the bidding.

Upon receipt of written notice of acceptance of this bid, vendor will execute and deliver certificate of insurance within ten (10) days as required.

Respectfully submitted,

Authorized Representative

Date

Please remember to return the following forms with your bid submission.

- Bid Proposal Form
- NJ Business Certificate
- Affirmative Action Questionnaire or Affirmative Action Evidence
- Non Collusion Affidavit
- Contractor/Vendor Questionnaire and Certification
- Acknowledgement of Addenda
- Chapter 271 – Political Contribution Disclosure Form
- Form AA302 – Employee Information Report
- Disclosure of Investment Activities in Iran
- Proposed school sanitizing procedure
- Proposed equipment inventory list
- Proposed cleaning schedule