

AFFIRMATIVE ACTION AGAINST DISCRIMINATION

BIDDER REFERRED TO LAW

The bidder is specifically referred to N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 as amended and the Regulations adopted pursuant thereto, relating to affirmative action in relation to discrimination.

SPECIFIC LANGUAGE REQUIRED

In accordance with the Affirmative Action Regulations adopted pursuant to N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27, the following is made a part of this Contract:

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

- a. 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, up- grading, 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.
- b. 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.
- c. 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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.
- e. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27- 7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in

accordance with N.J.A.C. 17:27- 7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.

- (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the

Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on- the- job and/or off- the- job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27).**

CONTRACT PROCEDURES

The Contractor must sign a contract containing the mandatory language in Section 4.02 above entitled "Specific Language Required."

At the time the Owner submits a contract for signing to the construction contractor, the construction contractor shall complete and submit an initial Project Workforce Report Form AA 201. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report Form AA 202 once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer.

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 thereto, are made 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 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 or 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 Act 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 practical after a claim has been made against it, give written notice thereof to the contractor along with the full 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 contract. 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 contract, 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 this contract or otherwise at law.

CERTIFICATE OF INSURANCE

Name & Address of Insured

Afforded <small>Enter (X)</small>	Required	Type of Insurance	Policy Number and Insuring Company(ies)	Policy Expiration Date	Limits of Liability		
					Amounts of Less Than \$1,000,000 Will Not Be Acceptable	Amount Required Each Occurrence	Amount Provided Each Occurrence
<input type="checkbox"/>	<input checked="" type="checkbox"/>	General Liability Comprehensive Gen. Form			General Aggregate	\$2,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Premises-Operations			Bodily Injury	\$1,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explosion & Collapse Hazard			Property Damage	\$1,000,000	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Hazard					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Products/Completed Operations Hazard					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual Ins. (Blanket)			Bodily Injury and Property Damage Combined	\$1,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Broad Form Prop. Damage					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Independent Contractors					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Personal Injury			Personal Injury	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Automobile Liability Comprehensive Form			Bodily Injury (Each Person)	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Owned			Bodily Injury (Each Accident)	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Owned			Property Damage	\$	\$
<input type="checkbox"/>	<input type="checkbox"/>	Garagekeepers Insurance (Without regard to legal liability as direct coverage on a primary basis)			Bodily Injury and Property Damage Combined	\$1,000,000	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excess Liability Umbrella Form			Bodily Injury and Property Damage Combined	\$1,000,000	\$
<input type="checkbox"/>	<input type="checkbox"/>	Other Than Umbrella Form					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Worker's Compensation and Employers' Liability	*All States Endorsement		Statutory NJ Coverage \$100,000/\$500,000		
					Minimum \$100,000	\$100,000	\$

Remarks: Additional Insured: **REMINGTON & VERNICK ENGINEERS
WILDWOOD CREST BOARD OF EDUCATION
BOARD OF EDUCATION SOLICITOR**

It is understood and agreed that in the event of any material change in, cancellation of, or expiration of the above policy or policies the undersigned Insurance Company agrees to given a written notice to the Owner, at the above address thirty (30) days in advance of such change or cancellation.

This certificate is executed and issued to the Owner on the day and date herein below written certifying that the Insured has been issued the above policy or policies with Limits of Liability of at least the required amounts.

*** PLEASE PUT "X'S" IN AFFORDED COLUMN OR CERTIFICATE WILL BE RETURNED ***

Name of Agency

Signature of Authorized Representative of Insurance Company

Street Address

Address Date

City, State & Zip Code

Agency Telephone No.

TO: INSURANCE PRODUCER

Your client, as a supplier to the Owner is required to provide a certificate of insurance for the coverages and amounts indicated on the reverse side of this insurance certificate. It is important to your client that you respond quickly since continued business relationships depend upon valid insurance. Additionally, the minimum amount and type of coverage shown on our certificate is not negotiable and is not intended to imply that is all the insurance necessary to protect him/her from all losses or liability. It is the Owner's policy to require all suppliers who make deliveries or perform assembly, repair operations or a service in, on or upon our property/premises or property/premises under our care, custody and control to maintain the insurance coverage described below; such insurance must be obtained prior to the start of any such work the Owner.

A. Comprehensive General Liability (CGL)

This coverage must include: Premises-Operations, Products/Completed Operations Hazard, Contractual Insurance (Blanket Coverage), Broad Form Property Damage, Independent Contractors, and Personal Injury and all others shown on "X" in the required column.

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column

AMOUNTS OF LESS THAN \$1,000,000 WILL NOT BE ACCEPTABLE.

Contractual Insurance (Blanket Coverage)

Contractual Indemnification - Save Harmless Agreement which is incorporated into all Vouchers, General Purchase Agreements and Contracts.)

INDEMNIFICATION

Supplier shall defend, indemnify and save harmless, the Owner from and against all losses, costs, damages, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied hereunder or by doing the work herein provided, including all suits or actions of every kind of description brought against Owner, either individually or jointly with Supplier for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by or on account of the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault of the Supplier, its employees or agents, or others under Supplier's control.

B. Automobile Liability - Comprehensive Form (or as shown on reverse side)

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column.

C. Worker's Compensation - As required by New Jersey State Statute

and

Employer's Liability (minimum \$100,000)

D. Excess Liability

Commercial Umbrella Form - \$1,000,000.

E. Other Coverage(s)

As shown on reverse side.

THANK YOU

Important - Producer:

PLEASE CHECK THE AFFORDED BLOCK FOR EACH COVERAGE PROVIDED.

THE CERTIFICATE MUST BE SIGNED BY THE AGENT OF THE INSURER OR CERTIFICATE WILL BE RETURNED.

IT IS NECESSARY TO SUBMIT YOUR CLIENTS COVERAGE THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE EXISTING COVERAGE ON OUR CERTIFICATE ONLY; ALL OTHERS WILL BE RETURNED TO THE SUPPLIER AND SERVE TO DELAY FUTURE BUSINESS DEALINGS BETWEEN THE OWNER AND YOUR CLIENT.

CERTIFICATION OF SITE SAFETY CONDITIONS

TOWN: Wildwood Crest Board of Education PROJECT NAME Faculty Room Interior Renovations

COUNTY Atlantic JOB # 05-15-C-004

I hereby certify that site safety conditions and the means and methods of construction have been and are in accord with the provisions of the Contract Documents and all requirements contained and referenced therein since the last executed Certificate of Site Safety Conditions, except as noted:

- | | |
|---|---|
| <input type="checkbox"/> Unsafe Trench Condition | <input type="checkbox"/> Unsafe Entry to Live Manhole |
| <input type="checkbox"/> Unsafe Traffic Control | <input type="checkbox"/> Unsafe Equipment |
| <input type="checkbox"/> Inadequate Fall Protection | <input type="checkbox"/> Proximity to Electric |
| <input type="checkbox"/> Other _____ | |

None _____

Comments/Resolutions _____

Contractor: _____

by: _____
Authorized Representative

I executed this form at _____ on _____
Time Date

FORM OF CONTRACT

THIS AGREEMENT, between the **Wildwood Crest Board of Education**, a Board of Education in the State of New Jersey, having its principal offices located at 9100 Pacific Ave, Wildwood Crest, NJ 08260, hereinafter referred to as Owner and <CONTRACTOR>, having its principal place of business located at <CONTRACTOR ADDRESS> hereinafter referred to as "Contractor";

WITNESSETH;

That for and in consideration of the sum of < **\$00,000.00. Dollars and 00/100 (\$....)**>, contractor agrees to furnish to the Owner, the labor, material, equipment and services in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Owner, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will complete the **Faculty Room Interior Renovations**, in accordance with the contract documents and in compliance with this agreement.

Contractor agrees to receive as full compensation the amount stated herein, namely <**\$000,000.00**>, for said services provided to the Owner. Contractor shall be responsible for all loss or damage arising out of the furnishing of the services aforesaid.

To prevent all disputes and litigation, it is agreed by and between the parties to the Contract that the Owner shall in all cases determine the quantity of the goods delivered and paid for under this contract, and as to the interpretation of any ambiguity in or intent of the drawings and specifications.

The Contract documents shall consist of the following:

1. Notice to Bidders.
2. Specifications.
3. Contractors Proposal (as accepted).
4. Contract Agreement.
5. Contract Drawings
6. All Addenda.

The parties to this contract agree to incorporate into this contract the mandatory language of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said Regulations.

This agreement, together with the contract documents, form the contract and they are as fully a part of this contract as if hereto attached or herein repeated.

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

The Owner and the Contractor, for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

This contract has been awarded to <CONTRACTOR> based on the merits and abilities of <CONTRACTOR> to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that <CONTRACTOR>, it's subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality/county if a member of that political party is serving in an elective public office of that municipality/county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality/county when the contract is awarded.

IN WITNESS WHEREOF, they have executed this Agreement.

CONTRACTOR:

ATTEST:

_____ BY _____

Print Name & Title

Print Name & Title (Seal)

Dated this ____ **day of** _____, **20**__.

BOARD OF EDUCATION:

ATTEST:

_____ BY _____

(Seal)

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV) Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type) Limited Liability Company (LLC) Partnership
 Limited Partnership Limited Liability Partnership (LLP)
 Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>Wildwood Crest Board of Education</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <i>Board of Education</i> to notify the <i>Board of Education</i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <i>Board of Education</i> , permitting the <i>Board of Education</i> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
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Name of Individual or Organization	
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Home Address (for Individual) or Business Address	
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OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
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Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
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Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
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Home Address (for Individual) or Business Address	
--	--

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
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Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of _____ (*contractor*). I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Wildwood Crest Board of Education** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award with the **Board of Education** to notify the **Board of Education** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **Board of Education**, permitting the **Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity

Business Address

Name of Business Entity	Business Address

Add additional sheets if necessary

OR

The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Wildwood Crest Board of Education is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Board of Education to notify the Board of Education in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Board of Education, permitting the Board of Education to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

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

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

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

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

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

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

Part IV Certification

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

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:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

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.”

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE
FORM.

PREVAILING WAGE PAYMENT CERTIFICATION

This form must be executed by Contractor and submitted with final voucher prior to final payment.

PROJECT Faculty Room Interior Renovations

TO Wildwood Crest Board of Education, 9100 Pacific Ave, Wildwood Crest, NJ 08260
(NAME OF OWNER AS IT APPEARS IN CONTRACT)

RE: Contract for Certification of Contractor of Payment of Prevailing Wages to Workmen Pursuant to New Jersey Prevailing Wage Act. Chapter 150 Laws of 1963 of New Jersey and all other claims.

The undersigned Contractor hereby certifies that any and all workmen employed by the undersigned Contractor and all Subcontractors have been paid in full and prevailing wages for their respective crafts or trades as determined and computed by the Commissioner of Labor and Industry, of the State of New Jersey, and that all suppliers and material men have been paid in full all amounts claimed by them, and there remains no outstanding claim, lien, or dispute; nor any contingent claim by any of the foregoing:

DATED: _____
_____ CONTRACTOR

STATE OF NEW JERSEY

COUNTY OF _____

_____, being duly sworn according to law, upon his oath disposes and says that he is the _____ (Owner-pres. or authorized agent) of _____ (name of corporation) that he has read the aforesaid statement of certification and knows the content thereof, and that the same is true of his own knowledge and this affidavit is being executed by him pursuant to the New Jersey Prevailing Wage Act (Chapter 150 of Laws of 1963).

Signature

Sworn and subscribed to
before me this _____ day of _____ 2013 ,

Notary Public of New Jersey

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

In accordance with 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. **This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award.** 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 EITHER BOX:

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

OR

I am unable to certify as above because I or the bidding entity 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 boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities:

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

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 below-referenced person or entity. I acknowledge that the **Wildwood Crest Board of Education** 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 contracts with the Wildwood Crest Board of Education to notify the **Wildwood Crest Board of Education** 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 agreements(s) with **Wildwood Crest Board of Education** and that the **Wildwood Crest Board of Education** at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____