

**PLEASANTVILLE BOARD OF EDUCATION  
PLEASANTVILLE, NEW JERSEY 08232**

# **GOODS AND SERVICES**

## **Bid Specifications & General Requirements**

**SOLID WASTE DISPOSAL SERVICES**

**Bid No. PPS# 23-32**

**Tuesday, June 4, 2024**

Bid Opening Date

**10:00 a.m.**

Bid Opening Time

**Daile Dixon-White**

School Business Administrator/Board Secretary

**PLEASANTVILLE BOARD OF EDUCATION**  
PLEASANTVILLE, NEW JERSEY 08232

**REQUEST FOR BIDS**

**Bid Advertisement**

The Pleasantville Board of Education hereby advertises for competitive bid pricing in accordance with N.J.S.A. 18A:18A-21(a) (b).

**Bid No. 23-32**

**SOLID WASTE DISPOSAL SERVICES**

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

**Daile Dixon-White**

School Business Administrator/Board Secretary  
Pleasantville Board of Education  
801 Mill Rd., 3<sup>rd</sup> Fl  
Pleasantville, New Jersey 08232  
Email: white.daile@pps-nj.us

Bids must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator/Board Secretary of Pleasantville Board of Education **on or before** the date and time indicated below. The envelope is to bear the following information:

Title:	<b>Solid Waste Disposal Services</b>
Bid Number	<b>23-32</b>
Name and Address of the Bidder	
Bid Opening Date	<b>Tuesday, June 4, 2024</b>
Bid Opening Time:	<b>10:00 a.m.</b>

The bid envelope must be addressed to

PLEASANTVILLE BOARD OF EDUCATION  
Attn: School Business Administrator/Board Secretary  
801 Mill rd., 3<sup>rd</sup>. Fl  
Pleasantville, New Jersey 08232

Location of Bid Opening

PLEASANTVILLE BOARD OF EDUCATION  
801 Mill RD., 3<sup>rd</sup> fl.  
Pleasantville, New Jersey 08232

The bid opening process will begin on the advertised date and time at the Pleasantville Board of Education, 801 Mill Rd., 3<sup>rd</sup> Fl, Pleasantville, New Jersey 08232. Bids may also be submitted to the School Business Administrator/Board Secretary or their designee at the bid opening meeting, prior to the advertised date and time. On the advertised date and time, the School Business Administrator/Board Secretary shall publicly receive and open all bids.

**No bids shall be received after the time designated in the advertisement.** (N.J.S.A. 18A:18A-21(b)).

At this time the Board of Education does not accept electronic (e-mail) submissions of bids.

“Bidders are 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.”

Each bid shall be accompanied by a bid bond, cashier’s check, or certified check made payable to the Pleasantville Board of Education, for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be submitted with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms may be cause for disqualification and rejection of the bid.

The Board of Education reserves the right to reject any non-responsive bids or all bids, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board.

**Daile Dixon-White**  
**School Business Administrator/Board Secretary**

**ETHICS IN PURCHASING**  
**Statement to Vendors**

**BOARD OF EDUCATION RESPONSIBILITY**

**Recommendation of Purchases**

The Board of Education desires to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon the 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 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 Board of Education or anyone proposing to do business with the Board.

**VENDOR RESPONSIBILITY**

**Offer of Gifts, Gratuities -- Prohibited**

Any vendor doing business or proposing to do business with the Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other things of value of any kind to any official or employee of the Board or 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 Board, 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 Board of Education 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 Board of Education.

## BOARD OF EDUCATION

### ADVISORY INFORMATION FOR BIDDERS

#### PROMPTNESS OF BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented in a sealed envelope to the Office of the School Business Administrator/Board Secretary, prior to the advertised bid date and time. The advertised bid date and time for this bid is on **Tuesday, June 4, 2024 @ 10:00 a.m.** No bids shall be received 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 according to the school calendar and 8:00 am – 4:30 pm Monday through Thursday during the summer. Access to the Business Office may be delayed because of security clearance and/or the **slowness of the elevator** to the third floor of the Middle School Building. Bidders may also submit bids to the School Business Administrator/Board Secretary at the bid opening meeting held in the Board of Education Meeting Room, prior to the advertised bid opening date and time. Once again, bids will not be received after the time designated in the advertisement.

#### PARKING

Parking in the vicinity of the Board of Education Administration Building is at a premium. ***Allow enough time to locate a parking space.***

Heavy traffic hours by the Board Offices on school days are from **7:00 a.m. to 8:30 a.m.**, and between **2:00 p.m. and 3:10 p.m.** Be aware of parking signs as you may have your vehicle towed.

#### MAIL

Mail is brought to the Board Offices in mailbags, at approximately **10:00 a.m.** each day. The mail is then sorted within the district system, by departments. The Business Office routinely receives its mail at approximately **11:30 a.m.**

#### UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type usually begin at 00:00 a.m. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting bids to the Business Office on the top floor because of security clearance and/or the slowness of the elevator to the Third Floor of the Middle School Building.

#### HAND DELIVER BIDS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, the Board suggests that bidders arrange to hand-deliver their bid to the Office of the School Business Administrator/Board Secretary, before the advertised date and time. Please understand that bids arriving after the advertised bid date and time for any reason, cannot be accepted, opened, or considered.

# PLEASANTVILLE BOARD OF EDUCATION

## BID DOCUMENT CHECKLIST

### A. Documents to be Returned with Bid

1. Acknowledgement of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire
3. Assurance of Compliance Statement
4. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check) *(Only if Required)*
5. Bid Proposal Form
6. Chapter 271 Political Contribution Disclosure Form
7. Contractor/Vendor Questionnaire / Certification
8. Non-Collusion Affidavit
9. Statement of Ownership
10. Russia-Belarus Form—prior to the award of the contract

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

### B. Reminder Checklist

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

Item	Yes	No
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered questions fully and accurately?		
3. Have you signed all your documents ( <b>blue ink</b> )? Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the bid package for your records?		
6. Did you submit a Bid Guarantee? Consent of Surety? (Only if required)		
Did you submit a Consent of Surety? (Only if required)		
7. Did you correctly address the envelope?		
8. Have you allowed ample time for the bid to reach the Business Office?		

PLEASANTVILLE BOARD OF EDUCATION

# GENERAL SPECIFICATIONS

Daile Dixon-White  
School Business Administrator/Board Secretary

**PLEASANTVILLE BOARD OF EDUCATION**

**Solid Waste Disposal Services**

**INSTRUCTIONS TO BIDDERS**

**BIDS ARE TO BE SUBMITTED TO:** Daile Dixon-White  
School Business Administrator/Board Secretary  
Pleasantville Board of Education  
801 Mill Rd., 3<sup>rd</sup> Fl  
Pleasantville, New Jersey 08232

**BY: 10:00 a.m. PREVAILING TIME ON:** Tuesday, June 4, 2024

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

Bids must be placed in a sealed envelope/package, clearly marked with the Solid Waste Disposal Services on the front of the envelope/package. Please provide two (2) copies of bid package.

**Title:** Solid Waste Disposal Services  
**Bid Number:** 23-32  
**Name and Address of the Bidder**  
**Bid Opening Date:** Tuesday, June 4, 2024  
**Bid Opening Time:** 10:00 a.m.

Failure to properly label the bid envelope may lead to the rejection of the bid.

**BID OPENING MEETING**

All bids will be publicly received and unsealed by the School Business Administrator/Board Secretary in the Board of Education, 801 Mill Rd., 3<sup>rd</sup> Fl, New Jersey 08232, and read beginning at 10:00 a.m. on Tuesday, June 4, 2024. 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 School Business Administrator/Board Secretary 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))

**1. AFFIRMATIVE ACTION REQUIREMENTS**

Each company shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;

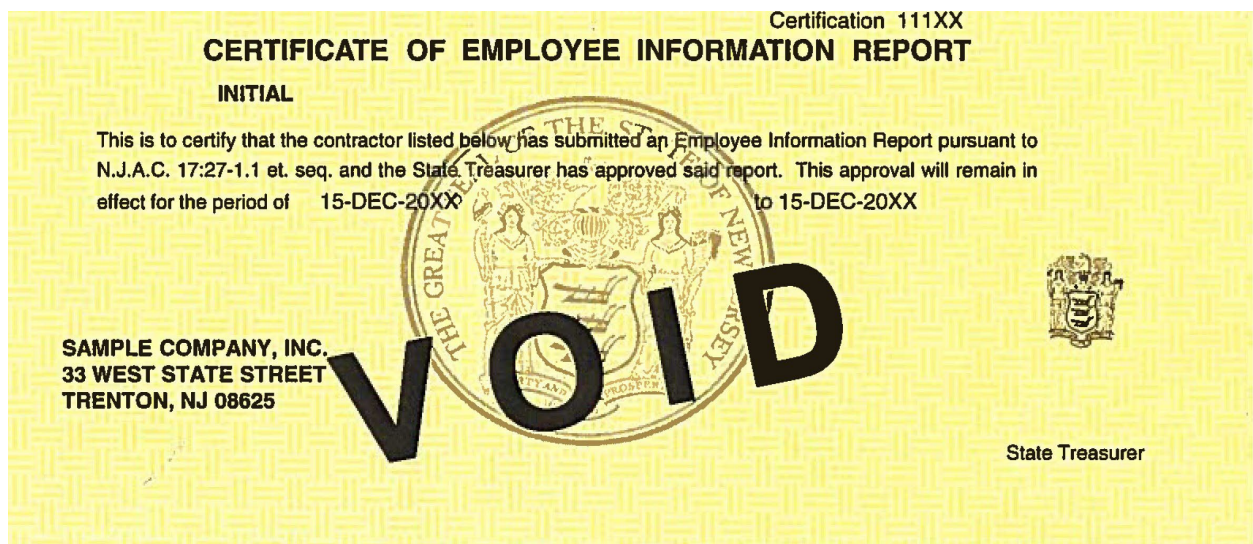


- Certificate of Employee Information Report; or
- The successful bidder (respondent) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for \$150.00 made payable to the Treasurer, State of NJ and forward a **copy** of the form and check/money order to the Board. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: A completed and signed Affirmative Action Questionnaire is requested with the submission of the bid/proposal. However, the Board will accept in place of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal.

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., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A.

### Sample Certificate of Employee Information Report



**All respondents are urged to submit with their response, a copy of their firm’s Certificate of Employee Information Report. Failure to submit the Certificate of Employee Information Report or other Affirmative Action evidence prior to the award of the contract will result in the rejection of the bid/proposal.**

#### 2. ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Board of Education offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator’s fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the Public-School Contracts Law. The arbitration of claims is expressly excluded under this contract. These alternative dispute resolution practices required by this section shall not apply to disputes concerning

the bid solicitation process or the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

**3. 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.

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

The District intends to purchase, wherever available, and practical, goods and materials manufactured in the United States

**5. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION, AND BULLYING— CONTRACTED SERVICE**

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable codes and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide the contracted service provider with a copy of the board’s Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

**6. ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10 :2-1**

N.J.S.A. 10 :2-1. Anti-discrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling, or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency,

under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.[1985, c.490](#) (C.18A:18A-51 et seq.).

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

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

**A. Bid Guarantee**                       **REQUIRED**                       **NOT REQUIRED**

When required, each bid shall be accompanied by a bid bond, cashier, or certified check for ten percent (10%) of the amount of the total contract, but not in excess of \$20,000. This guarantee shall be made payable to the PLEASANTVILLE Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and the performance bond (if required) is filed with the Board of Education. The bid number assigned to this bid shall be included on the bid bond, cashier, or certified check. The bid security check for unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

*Please note: Uncertified business checks, personal checks, or money orders are not acceptable.*

All bid bonds submitted must be signed and witnessed with original signatures. Facsimile, rubber-stamped, electronic or digital signatures are not acceptable. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board. The bid guarantee shall include the bid number or solicitation number assigned by the board of education.

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

The bid number assigned to this bid shall be included on the bid bond, cashier, or certified check. The board *will not* accept a bid with multiple bid numbers listed on the bid bond.

**Failure to submit or sign a bid guarantee by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package shall be deemed cause for disqualification and rejection of the bid.**

**B. Certificate (Consent) of Surety                       REQUIRED                       NOT REQUIRED**

When required, each bidder shall submit with its bid, a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such a surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the bid.

**Failure to submit or sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package shall be deemed cause for disqualification and rejection of the bid.**

**C. Performance Bond     REQUIRED     NOT REQUIRED**

When required, the successful bidder shall furnish a Performance, Payment, and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the Pleasantville Board of Education and shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive, or delayed payments by the Board shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Board shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Board at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Board.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

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

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

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

When the Board of Education requests bid prices for supplies, materials, or equipment, the contractor(s) shall agree to guarantee the bid price(s) for a period of ninety (90) days from the date of the award of the contract. The contractor (s) may extend the bid price guarantee through written permission to the Board of Education.

## **9. BID PRICES**

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

## **10. BID PROPOSAL FORM**

All bids are to be written in 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. Bidders are urged to fill out and complete 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 bears the company information.

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

Bidders are to submit one bid price per item. The Board will not accept multiple bids on an individual basis, nor will the Board accept a “bottom line” or “all or none” bid subject to the bidder receiving the entire contract.

## **11. BIDDER’S RESPONSIBILITY FOR BID SUBMITTAL**

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

## **12. BRAND NAME OR EQUIVALENT**

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

a. On the Bid Proposal Form, write in ink next to the item requested, the bidder’s substitute item, including brand name, model number, and full description of the item. This is the only change to the Bid Proposal Form the Board will accept.

b. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the bid opening. The sample item shall be a paper, brochure, or illustrative literature outlining the brand/manufacturer name, model number, and full description of the item.

c. If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including the manufacturer's name, model number, etc.

d. Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the bid.

e. It is the responsibility of the bidder to demonstrate the equivalency of the items offered.

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

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

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

A request of the Board of Education

All bidders or companies responding to requested proposals are requested to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. **The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of the contract will result in the rejection of the proposal.**

Subcontractors

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

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

During the course of contract performance:

(1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

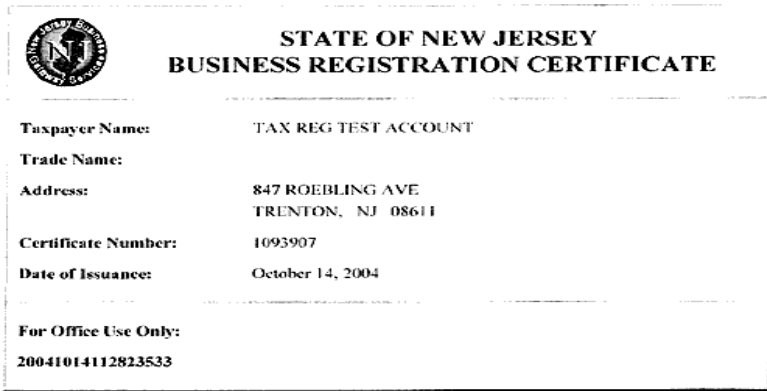
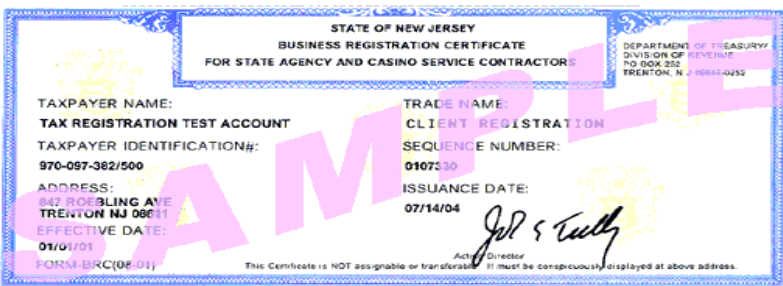
(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the

Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

**N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.**  
 A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

**Sample Business Registration Certificates**



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

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

**15. 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. The 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.

The contractor shall keep themselves 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.

#### **16. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS**

Contractors/vendors doing business with the board of education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

- Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

- Maintenance of Contract Records—N.J.A.C. 17:44-2.2

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

The contractor/vendor to whom a contract has been awarded 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.

- Board of Education Requirement

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor shall also maintain and make any or all books and records related to products transactions or services rendered under this contract, available to the Board of Education upon request.



## 17. CONTRACTS

- Award of Contract, Rejection of Bid(s)

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any non-responsive bids or all bids, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 18A:18A-36 the Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

- Equal Prices

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

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

Upon notification of the award of the contract by the Board of Education, the contractor shall sign and execute a formal contract agreement between the Board of Education and the contractor, *when required*.

- Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)

If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary. 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 the award by the Board of Education with the bid security becoming the property of the Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

- 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 School Business Administrator/Board Secretary may negotiate terms for a renewal of the 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.

- 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 or before the date listed in the Technical Specifications.

- Purchase Order Required; Notice to Proceed

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

## **18. DEBARMENT, SUSPENSION, OR DISQUALIFICATION**

The Board of Education will not enter into a contract for work with any person, company, or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report ([www.state.nj.us/treasury/debarred](http://www.state.nj.us/treasury/debarred)). Pursuant to N.J.S.A. 52:32-44.1 (a), any person that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

All bidders are required to certify on the Contractor/Vendor Questionnaire and Certification form, indicating whether the entity listed on the bid proposal form or any person employed by this entity, nor the person's affiliates are not debarred from contracting with a Federal government agency, nor debarred from contracting with the State of New Jersey. The Board of Education will verify the certification by consulting

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov)

## **19. DELETION OF BIDDERS FROM THE BIDDERS' LIST**

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

## **20. DELIVERY**

FOB Destination, Freight Prepaid - The contractor, to whom the contract is awarded, retains title and control of goods and selects the carrier, and is responsible for the risk of transportation; title passes to the Board of Education upon delivery and ownership by the Board; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The Board of Education recognizes two (2) types of delivery:

- Inside Delivery

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

- Spotted Delivery

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible to uncrate, setting up, and assembling items to determine good working order and remove all debris to the satisfaction of the Board of Education.

Contractors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Board of Education. If a specialized person is needed to set up, assemble, or an erect item, such assembly shall be completed within five (5) school days of the actual delivery date. Failure to assemble, set up, or erect items within the stated time may result in a \$100.00 per day assessment against the bidder for each day items are not assembled, set up, or erected.

The Board of Education will not be responsible for any extra delivery costs. All bid prices for materials, goods, and supplies are to include all shipping, freight, delivery, and handling costs. Specific delivery instructions are provided in the General Specifications.

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

### **21. DELIVERY GUARANTEE**

The contractor agrees to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications. Failure to deliver the designated items within the prescribed period of time shall cause the Board of Education to deduct penalties as per the schedule listed in the general specifications.

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

The bidder shall familiarize himself with all forms provided by the Board that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact the School Business Administrator/Board Secretary for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit their bid.

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

All documents submitted with this bid 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). Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.

Forms provided by the Board of Education. Please check your bid package for these forms!

- Acknowledgment of Addenda
- Affirmative Action Questionnaire
- Assurance of Compliance
- Bid Proposal Form
- Chapter 271 Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire /Certification
- Disclosure of Investment Activities in Iran
- Non-Collusion Affidavit
- Russia Belarus Prohibited Activities
- Statement of Ownership

### **24. ESTIMATED QUANTITIES**

The Board of Education intends to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Board intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be some deviation in the number of items actually ordered because of the budgeting and financial constraints of the school district.

## **25. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT**

The bidders, by submitting a proposal, acknowledge that they have carefully examined the bid specifications, documents, addenda (if any), and the site; and that from their investigation, they have satisfied themselves 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, their 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 their 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.

## **26. 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 \$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 \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Bidders should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make a material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if the said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

## **27. 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 Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

**28. INSURANCE AND INDEMNIFICATION**

**REQUIRED**     **NOT REQUIRED**

When required by the Board of Education, the vendor/contractor to whom the contract is awarded for any service, work, or supply of goods, and, shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

**Commercial General Liability** with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage, and Products Liability.

**Automobile Liability** with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Automobile liability insurance shall be included to cover any vehicle used by the insured.

**Cyber Security and Privacy Liability** with a \$1,000,000 per occurrence or claim.

Other Insurance Coverage

- \$ 100,000    Pollution Cleanup
- \$ 50,000    Fire Damage
- \$ 5,000    Medical Expenses
- \$4,000,000    Excess Umbrella Liability
- \$1,000,000    Sexual Harassment, Abuse or Molestation

Insurance Certificate – When Required

The vendor/contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.

The certificate holder shall be as follows:

Pleasantville Board of Education  
 c/o School Business Administrator/Board Secretary  
 801 Mill Rd., 3<sup>rd</sup> FL.  
 Pleasantville, New Jersey 08232

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

**“Pleasantville Board of Education is named as an additional insured”**

**WORKERS COMPENSATION**

Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States must be available for perusal. The minimum limits are the following unless a greater amount is required by law:

- Bodily Injury by Accident            \$1,000,000. Each Accident
- Bodily Injury by Disease            \$1,000,000. Policy Limit
- Bodily Injury by Disease            \$1,000,000. Each Employee

## Indemnification

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

## **29. 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 School Business Administrator/Board Secretary and must be received at least ten (10) days, not including Saturdays, Sundays, and holidays, prior to the date fixed for the opening of bids to be given consideration. Any interpretations and supplemental instructions will be distributed in the form of a written addendum to the specifications. The addendum 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.

## **30. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES N.J.S.A. 18A:18A-49.4**

The Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52 :32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

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.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal. The Disclosure of Investment Activities in Iran Form is to be completed, certified, and submitted prior to the award of the contract.

### **31. LIABILITY – COPYRIGHT**

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

### **32. 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.

### **33. NON-COLLUSION AFFIDAVIT**

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has 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 bid and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education 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. The respondent has to 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 the respondent.

The Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have their signature notarized, and submit the form with the proposal response. Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.

### **34. PAYMENTS**

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

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

Payment will be rendered upon completion of services or delivery of full order of goods/materials/supplies. Pursuant to the New Jersey Prompt Payment Law-- N.J.S.A. 18A:18A-10.1, unless otherwise provided for in the contract, the required payment date shall be ninety (90) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be 90 calendar days from the receipt of a properly executed invoice, or 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services have been rendered.

### **35. POLITICAL CONTRIBUTIONS DISCLOSURE – PAY TO PLAY**

#### Annual Disclosure

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 [www.elec.nj.us](http://www.elec.nj.us).

#### Chapter 271 Political Contribution Disclosure Form

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 \$200 per election cycle that were made during the 12 months prior to the award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected officials 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 Chapter 271 Political Contribution Disclosure 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.

### **36. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS**

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

The Chapter 271 Political Contribution Disclosure Form shall be submitted with the response to the bid/proposal. Failure to provide the completed and signed form may be cause for disqualification of the bid/proposal.

### **37. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS**

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

### **38. PRODUCT GUARANTEE; NO SUBSTITUTIONS**

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

### **39. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form**

The Board of Education may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return the form 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.

### **40. RIGHT TO KNOW LAW**

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Worker and Community 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  
Workplace, Health, and Safety  
Right to Know Unit, CN 368  
Trenton, New Jersey 08625-0368

### **41. RUSSIA OR BELARUS; PROHIBITED ACTIVITIES**

The Board of Education shall comply with N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1 (c) which requires a person (or entity) to certify, before a contract is awarded, renewed, amended, or extended, by the Board that the person (or entity) is not identified on a list as a person engaging in prohibited activities in Russia or Belarus. The certification required shall be executed on behalf of the applicable person by an authorized officer or representative of the person. If a person is unable to make the certification required because the person or one of the person's parents, subsidiaries, or affiliates has engaged in prohibited activity in Russia or Belarus, the person shall provide to the Board of Education, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. The certifications provided under this section and disclosures provided under this section shall be disclosed to the public.

The Board has provided within the specifications, a Prohibited Russia Belarus Activities and Iran Investment Activities Certification Form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal. The Prohibited Russia Belarus Activities and Iran Investment Activities Certification Form are to be completed, certified, and submitted prior to the award of the contract.

### **42. SAMPLES**

From time to time the Board may require the submission of samples either before or at the time of the bid, at no charge to the district, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full-size samples must be submitted no later than the official *BID OPENING*. Failure to submit said samples may be regarded as a basis for rejecting the bid. Samples may be impounded until the satisfactory completion of the contract. Otherwise, all samples must be picked up by the bidder within thirty (30) days of the award of contracts, or said samples will be presumed abandoned and the School Business Administrator/Board Secretary will dispose of them as seen fit.

### **43. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)**

No business organization, regardless of the form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

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

Contractors, service providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or assign any part of a contract for goods or materials for the Board without first receiving written permission from the School Business Administrator/Board Secretary.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The School Business Administrator/Board Secretary may require the following documents to be secured from all approved subcontractors:

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

In cases of subcontracting, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education 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.

### **45. 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 the said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any labor, services, materials, and supplies furnished to the Board of Education. Contractors may not use the Board's tax-exempt status to purchase supplies, materials, services, or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies, and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to the New Jersey Division of Taxation—**Tax Bulletin S&U-3** for guidance. Again, contractors are not permitted to use the Board’s tax identification number to purchase supplies, materials, services, or equipment.

#### **46. 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.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused by the District by the contractor’s breach of this agreement. The Board may withhold payment due to 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 District 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.

#### **47. WITHDRAWAL OF BIDS**

- **Before The Bid Opening**

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

- **After The Bid Opening**

The Board of Education may consider a written request from a bidder to withdraw a bid if the written request is received by the School Business Administrator/Board Secretary 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.

The request to withdraw a bid after the bid opening may be reviewed by the School Business Administrator/Board Secretary, the Custodial/Maintenance Forman, other interested administrators; and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become the property of the Board of Education.

# **BID DOCUMENTS AND REQUIRED DOCUMENTATION**

All documents in this section, when required, 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)).

Daile Dixon-White  
School Business Administrator/Board Secretary

**To be completed, signed, and returned with Bid.**

**ACKNOWLEDGEMENT OF ADDENDA**

Bid Number **PPS# 23-32**

Bid Date: **Tuesday, June 4, 2024**

The bidder acknowledges receipt of the hereinafter enumerated Addenda which has been issued during the 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.

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

**No Addenda Received**

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

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

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

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

**To be completed, signed, and returned with Bid.**

**AFFIRMATIVE ACTION QUESTIONNAIRE**

**Bid Number PPS# 23-32**

**Bid Date: Tuesday, June 4, 2024**

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

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:

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](http://state.nj.us)

Click on “AA 302 Employee Information Report”

Complete and submit the form with the appropriate payment to:

Department of Treasury  
Division of Purchase and Property  
Contract Compliance and Audit Unit

The complete mailing address may be found on the Instructions page of Form AA-302

All fees for this application are to be paid directly to the State of New Jersey. A copy of the Employee Information Report and a copy of the check shall be submitted to the Board of Education prior to the execution or award of the contract.

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

Name: \_\_\_\_\_

Signature \_\_\_\_\_

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

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

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



**To be completed, signed, and returned with Bid.**

**ASSURANCE OF COMPLIANCE**

**Contact with Students**

There may be times during the performance of this contract, when a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide all students and staff members with a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder’s understanding of the below-listed requirements and further acknowledging the bidder’s assurance of compliance with those listed requirements.

**Anti-Bullying Reporting--Requirement**

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

**Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement**

When applicable, the contracted service provider shall provide to the school district prior to commencement of the 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 furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide 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. See NJDOE Broadcast 9/9/19.

**Pre-Employment Requirements**

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

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

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

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

**PPS#23-32**

**To be completed, signed, and returned with Bid**

**CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION**

**Solid Waste Disposal Services**

Bid No. PPS# 23-32

Bid Date: Tuesday, June 4, 2024

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

Address \_\_\_\_\_ PO Box \_\_\_\_\_

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

Business Phone Number (\_\_\_\_) \_\_\_\_\_ Emergency Phone Number (\_\_\_\_) \_\_\_\_\_

E-Mail \_\_\_\_\_ FEIN No. \_\_\_\_\_

Unique Identifier Number \_\_\_\_\_(if applicable)\_CAGE Code (if applicable)\_\_\_\_\_

**References – Work previously done for School Districts in New Jersey**

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

**Vendor Certifications**

**Direct/Indirect Interests**

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

**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 things of value to any school official, board member, or employee of the PLEASANTVILLE Board of Education.

**Vendor Certifications**

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

**Debarment Certification**

I certify that my company and any person employed by my company, nor any affiliates are not debarred from contracting with a Federal government agency, nor debarred from contracting with the State of New Jersey.

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**

# To be completed, signed, and returned with Bid

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

PLEASANTVILLE BOARD OF EDUCATION  
PLEASANTVILLE, NEW JERSEY 08232  
N.J.S.A. 18A:18A-49.5

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

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

(Check the Appropriate Box)

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

**OR**

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

**OR**

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

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*(Attach Additional Sheets If*

*Necessary.)*

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

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



# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

**BID SOLICITATION/PROPOSAL TITLE** \_\_\_\_\_  
**VENDOR/BIDDER NAME** \_\_\_\_\_

Pursuant to N.J.S.A. 52 :32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

**CHECK THE APPROPRIATE BOX**

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities \_\_\_\_\_  
Relationship to Vendor/ Bidder \_\_\_\_\_  
Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_  
Anticipated Cessation Date \_\_\_\_\_

*Attach Additional Sheets If Necessary*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

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

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

\_\_\_\_\_  
**Print Name and Title**

**Version REV. 2.1 2021**

**This form is to be completed, certified, and submitted prior to the award of the contract.**

**PPS 23-32**

**To be completed, signed, and returned with Bid.**

**NON-COLLUSION AFFIDAVIT**

**Solid Waste Disposal Services**

Bid No. PPS #23-32

Bid Date: Tuesday, June 4, 2024

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

I am the bidder making the Proposal for the above names contract, and 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 this affidavit are true and correct and made with full knowledge that the Board of Education 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 \_\_\_\_\_, \_\_\_\_\_.  
Month Day Year

\*SEAL\*

\*STAMP\*

**To be completed, signed, and returned with Bid**

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

City, State, ZIP: \_\_\_\_\_

**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 Check the appropriate box**

- 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 owns 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	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	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 PLEASANTVILLE 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 in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

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

**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.**



**To be completed, signed, and returned with Bid.**

**PLEASANTVILLE BOARD OF EDUCATION**

**CHAPTER 271**

**POLITICAL CONTRIBUTION DISCLOSURE FORM**

**(Contracts that Exceed \$17,500.00)  
Ref. N.J.S.A. 19:44A-20.26**

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 \_\_\_\_\_

Bid No: 23-32

# CHAPTER 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 \$200 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: Atlantic**

State: Governor, and Legislative Leadership Committees

Legislative District #: 1, 2 & 9

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

County:

Freeholders  
Surrogate

County Clerk  
Registrar of Deeds

Sheriff

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

Absecon City	Estell Manor City	Mullica Township
Atlantic City	Folsom Borough	Northfield City
Brigantine City	Galloway Township	Pleasantville City
Buena Vista Township	Hammonton Town	Somers Point City
Corbin City	Linwood City	Ventnor City
Egg Harbor City	Longport Borough	Weymouth Township
Egg Harbor Township	Margate City	

Boards of Education (Members of the Board):

Absecon City	Folsom Borough	Mainland Regional
Atlantic City	Galloway Township	Mullica Township
Buena Regional	Greater Egg Harbor Regional	Northfield City
Egg Harbor City	Hamilton Township	Pleasantville City
Egg Harbor Township	Hammonton Town	Somers Point City
Estell Manor City	Longport	Weymouth Township

Fire Districts (Board of Fire Commissioners):

- Buena Borough Fire District No. 1
- Buena Borough Fire District No. 2
- Buena Vista Township Fire District No. 1
- Buena Vista Township Fire District No. 2
- Buena Vista Township Fire District No. 3
- Buena Vista Township Fire District No. 4
- Buena Vista Township Fire District No. 5

**To be completed, signed, and returned with Bid.**

**PLEASANTVILLE BOARD OF EDUCATION  
Prohibited Russia-Belarus Activities & Iran Investment Activities**

**Person or Entity**

**PART 1: CERTIFICATION**

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

**CONTRACT AWARDS AND RENEWALS**

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed

above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

**To be completed, signed, and returned with Bid.**

**CONTRACT AMENDMENTS AND EXTENSIONS**

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

**IF UNABLE TO CERTIFY**

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

**PART 2: ADDITIONAL INFORMATION**

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

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

**To be completed, signed, and returned with Bid.**

**PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the **Pleasantville Board of Education** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Pleasantville Board of Education** to notify the **Pleasantville 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. 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 **Pleasantville Board of Education** and that the **Pleasantville Board of Education** at its option may declare any contract(s) resulting from this certification void and unenforceable.

**Full Name (Print)** \_\_\_\_\_ **Title** \_\_\_\_\_  
**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor 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.



## Appendix B

### EXHIBIT A

#### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10 :5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

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

PLEASANTVILLE BOARD OF EDUCATION

# TECHNICAL SPECIFICATIONS

**Daile Dixon-White**  
School Business Administrator/Board Secretary

**PLEASANTVILLE BOARD OF EDUCATION  
PLEASANTVILLE, NEW JERSEY 08232**

**SOLID WASTE DISPOSAL SERVICES**

**Technical Specifications**

**Intent of Bid**

The intent of this bid is to solicit competitive bid pricing for Solid Waste Disposal Services for the Pleasantville Board of Education at the locations listed in the bid specifications.

**Qualification of Bidders**

All bidders shall be of known reputation and shall have sufficient qualified personnel and equipment to perform the services (as listed on the bid specifications) to the complete satisfaction of the Pleasantville Board of Education. If awarded a contract, a contractor shall comply with all laws, rules, and regulations pertinent to Solid Waste Disposal Services, and all guidance issued by the New Jersey Department of Environmental Protection—Compliance and Enforcement Division.

All potential bidders shall familiarize themselves and comply with the **New Jersey Solid and Hazardous Waste Transporters Quick Access Guide Book** and other guidance currently found on the NJ DEP website

**Qualification Documents to be Submitted – Per Uniform Bid Specifications – Division of Solid/Hazardous Waste**

- Certificate of Public Convenience and Necessity issued by the Board of Public Utilities. (CPCN)(Photocopy)
- Solid Waste Transporter License A-901, as issued by the New Jersey Department of Environmental Protection and Energy (DEP). (Photocopy)
- Solid Waste Questionnaire.
- Vehicle Dedication Affidavit.
- Statement of Bidders Qualification, etc.

Failure to submit the above items shall be cause for disqualification of the bid.

All services provided are to be in compliance with the Solid Waste Management Act, (N.J.S.A. 13:1E-1 et seq.) and the Solid Waste Utility Control Act, (N.J.S.A. 48:13A-1 et seq.) and the regulation(s) (N.J.A.C. 7:26-1, 7:26A-1 and 7:26H et seq.)

**LOCATION SITE/ADDRESS PICKUP LOCATIONS  
ALL PLEASANTVILLE, NEW JERSEY 08232**

<b>LOCATION</b>	<b>CONTAINERS SUPPLIED BY THE CONTRACTOR</b>	
NORTH MAIN STREET 215 NORTH MAIN ST	Three Two	Eight (8) Yard Container Six (6) Yard Recycle Container
SOUTH MAIN STREET 701 SOUTH MAIN ST	Three Two	Eight (8) Yard Container Six (6) Yard Recycle Container
LEEDS AVE 100 W LEEDS	Four Three	Eight (8) Yard Container Six (6) Yard Recycle Container
WASHINGTON AVE 225 W WASHINGTON AVE	Three Two	Eight (8) Yard Container (6) Yard Recycle Container
PLEASANTVILLE MIDDLE SCHOOL 801 MILL ROAD	Four Three	Eight (8) Yard Container (6) Yard Recycle Container
PLEASANTVILLE HIGH SCHOOL 701 MILL ROAD	Five Three	Eight (8) Yard Container (6) Yard Recycle Container
MAINTENANCE YARD	One	(30) Yard Container for Bulk waste (to be dumped every 60 days)
ALL LOCATIONS	Six	(30) Yard Container for Bulk Waste (All locations Summer Only)

All containers are with casters. The containers must be sanitized at least once a month. Failure to sanitize containers may result in the loss of the contract. The Contractor shall not be permitted to commingle any waste or trash collected under this contract with any other waste prior to disposal.

**Scope of Service**

The contractor is to furnish workforce and motor vehicles for the collection and disposal of solid waste as defined by N.J.S.A. 13:1E-3 and municipal waste ID Type 10. Proposal prices will include all fees and surcharges. All containers are with casters.

Collection of garbage and rubbish as defined above shall be made from the current dumpster location (except when a predesignated spot is agreed upon by the parties involved and the Contractor on the premises or where exceptions are made by the Health Officer). Used newsprint which will be brought to the dumpster location tied, and bundled separately, shall be collected at the same time as garbage by the Pleasantville Board of Education.

**Recycling**

The contract will also provide for the collection of recyclable glass and aluminum. It is the intent to have recycling requirements to obtain the most economical and environmentally beneficial refuse disposal system for the State.

Garbage under this contract shall be construed to mean refuse from animal and vegetable foodstuffs and all putrefiable matter of any kind incident to or in the ordinary conduct of a household, restaurant, store, or retail shop, and not include ashes or refuse from building operations or repairs. Rubbish and ashes, under this contract, shall be construed to mean all ashes, non-recyclable cans, glass, papers, and other waste and refuse usually accumulating in and about a household, restaurant, store, or retail shop. If any questions shall arise as to what shall constitute garbage, the same shall be decided by the Health Department whose decision shall be final. As to what shall constitute rubbish, ashes, or other materials to be removed, in any particular case under this contract, the same shall be negotiated by the Manager or his duly appointed representative, and the Contractor and they shall arrive at a decision.

It is the intent of Pleasantville's recycling requirement to obtain the most economical and environmentally beneficial refuse disposal system for the State.

**Schedule Of Collection**

The Contractor will make regularly scheduled pick-ups for the duration of the contract. The schedule of pick-ups will be in accordance with the following program:

- **September 1 through June 30**

Daily (Monday through Friday) from September through June for the elementary schools (North Main, South Main, Leeds Ave, Washington Ave,).

Daily (Monday through Friday) from September through June for locations at the Middle School/High School complex, Pleasantville Middle School, and Pleasantville High School.

- **July 1 through August 31**

Two (2) times a week during the months of July and August at the elementary schools. (North Main, South Main, Leeds Ave, Washington Ave).

Three (3) times a week during the months of July and August at the Pleasantville Middle School and Pleasantville High School.

**Time of Collection 7:00 a.m. through 12:00 Noon**

Collections must be made between the hours of 7:00 a.m. and 12:00 Noon. All vehicles used in said collections must be outside the Pleasantville limits within one-half (1/2) hour after the collection of each said vehicle is completed. The contractor is responsible for picking up any spillage as a result of pick-up.

**Term of Contract—Three (3) Years—N.J.S.A. 18A:18A-42 (c)**

The Pleasantville Board of Education desires a long-term relationship with a qualified contractor. The Board offers an initial three (3) year contract and will consider a two (2) year extension or renewal at the end of the initial contract term.

The initial term of the contract is from **July 1, 2024, through June 30, 2027**. Years Two (2) and Three (3) of this contract are subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

**Award of Contract**

The Board of Education intends to award the contract to the lowest responsible bidder based on the lowest total bid pricing for the three (3) year contract.

**Vehicle Dedication Affidavit**

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the Pleasantville Board of Education will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

**Vehicles and Equipment**

- All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.
- The School Business Administrator may order any of the Contractor’s vehicles used in the performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense with a conforming vehicle satisfactory to the Contract Administrator.
- The vehicles to be used for the collection and removal of such garbage, rubbish, and ashes shall be furnished by the Contractor and shall have water-tight, metal, enclosed bodies, and every vehicle shall have prominently painted on both sides, the name, address, and telephone number of the owner thereof (and the Contractor, if not the same) and each vehicle must be approved by the Department of Health, of Pleasantville, from a sanitary and health standpoint as well as the Traffic Safety Bureau of the Police Department.

- The Contract Administrator shall have the right to inspect all vehicles, at any time during the term of this contract and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.
- All said vehicles used in said collection work shall, at all times, while in the Pleasantville be kept in a sanitary condition and not cause a nuisance and no such vehicle shall be permitted to stand idle within the limits. No garbage, rubbish, or ashes shall be transferred from one vehicle to another within the city limits.
- The Contractor shall, at his own expense, furnish all the motor-driven vehicles, equipment, and all labor necessary or requisite for collecting, removing, or disposing of all garbage, as specified. Suitable motor-driven vehicles necessary for the faithful performance of the work shall be provided with the parker-type or other completely enclosed bodies, and all vehicles used for garbage collection must be constructed with water-tight seams to prevent leakage. In the event the Contractor shall suffer damage or breakdown of a vehicle used in connection with this contract, it shall be the Contractor's responsibility to acquire substitute vehicles as required to fulfill the contract's requirements.
- The Contractor shall keep daily records of the number of vehicles used in the performance of the contract and the quantity of the garbage, etc., measured in cubic yards, collected and removed from the during the preceding day, and such records shall be available for inspection by the Health Department. The Contractor shall keep a daily list that shall show all trucks operating in Pleasantville. The record shall include at a minimum the following:
  - The number of the truck.
  - The name of the driver.
  - The name or names of the helpers.
  - The list shall be open to inspection by the Pleasantville Board of Education administrators and copies shall be furnished upon request.

## **Complaints**

The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives, and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint Log shall be available for inspection by the Pleasantville Board of Education. The Contractor shall submit a copy of all complaints received and the action taken to the Pleasantville Board of Education.

**Coordination of Activities**

All activities pertaining to this project shall be coordinated through the offices of:

**Vance Brock**

[brock.vance@pps-nj.us](mailto:brock.vance@pps-nj.us)

609-383-6800 x 3112

Custodial/Maintenance Forman Pleasantville Board of Education.

All work and/or services rendered must be completed to the satisfaction of the Custodial/Maintenance Forman and the School Business Administrator/Board Secretary before any payment can be considered.

**Employees; Competence**

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Pleasantville Board of Education shall notify the Contractor. The Contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract must possess a valid New Jersey driver's license for the type of vehicle operated.

**Employees; Supervision of**

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator, in writing, that a supervisor has been appointed. Such notification shall be given prior to the beginning of the performance of the contract. The Contractor shall promptly notify Contract Administrator, in writing, of any changes.

**Failure to Collect/Remove**

The Contractor shall report to the Custodial/Maintenance Forman, within one (1) hour of the start of the collection day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where the collection is scheduled on a one-collection-per-week basis, that collection will be made as soon as possible, but in no event later than the next scheduled collection day.

**Liquidated Damages – Five hundred dollars per day**

The Board of Education realizing that any interruption in the removal of garbage from its facilities could lead to serious health problems for students and staff of the school facilities shall assess liquidated damages of \$500.00 (Five hundred dollars) per day, per location, against the Contractor for non-performance of service.

Liquidated damages will be deducted from the payments due under this contract. But it is understood and agreed that these special damages fixed for violations of any specific section of this contract shall not preclude the Pleasantville Board of Education from recovering any and all damages which it may suffer by reason of the violations of any other part of this contract, and it is further understood and agreed that any payment made by the Pleasantville Board of Education to the said Contractor by virtue of this contract shall not be construed or taken as an acceptance of said work nor as a waiver of its right to recover any of the damage or damages specified in this contract, nor will any failure or waiver of the Pleasantville Board of Education to exact or collect damages for any violation under this contract by the Contractor preclude or bar the Pleasantville Board of Education from exacting or collecting damages for any other violation of this contract.



**Name on Vehicles**

The name, address, and service phone number of the Contractor shall be placed clearly and distinctly on both sides of all vehicles used in connection with the collection services.

**No Assignment of Bid**

The bidder may not assign, sell, transfer, or otherwise dispose of the bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Pleasantville Board of Education agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

**Solicitation of Gratuities**

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract. The Contractor shall be subject to the Liquidated Damage clause herein contained for breach hereof.

**Compliance With Laws**

It is further understood that the Contractor agrees to comply with all ordinances and regulations pertinent to this contract and all other ordinances applicable thereto including the waste flow regulations of Atlantic County as enforced by the Atlantic County Municipal Utilities Authority (ACMUA) and/or any other entity having jurisdiction over the subject matter of this contract.

**Additional Service**

Any additional pick-ups which may be warranted over contract requirements will be based on the bid price. Prior to additional pick-ups the price, time, and pick-up shall be agreed upon between the parties.

**Employee Wage Reporting**

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract as follows:

The contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime, and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments. In addition, the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the Pleasantville Board of Education awarding the contract, any other party to the contract, and the Commissioner of Labor and Workforce Development or his duly authorized representative.

The contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime, and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form

satisfactory to the commissioner, to the Pleasantville Board of Education for each payroll period not more than 10 days after the payment of wages.

Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-5 for each covered employee. The certification shall be submitted to:

Pleasantville Board of Education  
801 Mill Rd., 3<sup>rd</sup> Fl  
Pleasantville, NJ 08232  
Office of School Business Administrator

By entering into a contract, the contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the contractor or subcontractor's wages and any penalties that may result from failure to comply.

The contractor further understands that no payments will be made to the contractor by the Board of Education if certified payrolls are not received by the Board. It is the contractor's responsibility to ensure timely receipt by the Board of certified payrolls.

### **Termination**

The Pleasantville Board of Education may terminate the contract as follows:

- For convenience, upon 3 day written notice;
- For cause if the contractor;
- Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials or equipment;
- Persistently or repeatedly disregards laws, ordinances, rules, or regulations of a public authority having jurisdictions; or
- Breaches or defaults on any material term or provision of the Contract.

When any one of the reasons described above exist, the Board may, without prejudice to any other rights, remedies, or defenses the Board may have under the Contract documents, by law or in equity, and after giving the Contractor and the Contractor's surety, if any, seven (7) days written notice, terminate the employment of the Contractor.

The Board may, without cause, order the Contractor immediately to suspend, delay or interrupt the Work in whole or in part for such period of time as the Board may determine.

The Board may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Board or its agents or employees for any reasons of *force majeure*, including, but not limited to, an act of God, natural disaster, epidemic, pandemic or declared a health emergency, issuance of an order of a court of other public authority having jurisdiction which requires all work to be stopped or an act of government, such as a declaration of national emergency which requires all work to be stopped.

## **Billing Records**

The Contractor shall submit monthly invoices to the Pleasantville Board of Education in the amount of 1/12 of the lump sum annual charge for collection, transportation, and proper disposal of all garbage collected. These invoices will be paid within thirty (30) days of receipt by the Pleasantville Board of Education.

The rate charged for disposal fees shall be the approved disposal rate as established by the New Jersey Board of Public Utilities. A breakdown shall be included on the monthly invoices indicating the disposal rate and all applicable surcharges.

## **Definitions**

- B.P.U.

The New Jersey Board of Public Utilities.

- D.E.P.E.

The New Jersey Department of Environmental Protection & Energy.

- GARBAGE

Under this contract shall be construed to mean refuse of animal and vegetable foodstuffs, and all putrefiable matters of any kind incident to the ordinary conduct of a household, restaurant, or store.

- RUBBISH

Under this contract shall be construed to mean all ashes, cans, cardboard cartons, glass, paper, rugs, lawn mowing, grass clippings, bagged leaves, gardening debris, and other similar items commonly used about a household.

Commonly used items will include such items as appliances, and small building materials, such as paper, wood, and sheathing (no material from demolition proceedings shall be included). All rubbish shall be securely tied in bundles that are readily handled. Items not included as rubbish shall be tree limbs over six (6) feet in length and three (3) inches in diameter, dirt, stones, automobile chassis, and bodies.

- RECYCLABLE ALUMINIUM

Aluminum cans, foil, food trays, etc., made of pure aluminum, void of any food or foreign materials.

- RECYCLABLE GLASS

Clear and colored separated glass containers, clean and void of metal neck rings, caps, or lids.

- RECYCLABLE NEWSPRINT

Shall be deemed to include paper of the type commonly referred to as newsprint and distributed at stated intervals, usually daily or weekly having printed thereon news and opinions and containing advertisements and other matters of public interest. Expressly excluded, however, are magazines or other periodicals as well as all other paper products of any nature.

***To be completed, signed and returned with Bid.***

**SOLID WASTE DISPOSAL QUESTIONNAIRE**

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

Signature\_\_\_\_\_

This questionnaire must be filled out and submitted as part of the Bid Proposal for Waste and Recycling Material Removal Bid and disposal for the Pleasantville Board of Education. Failure to complete this form or to provide any of the information required herein shall result in the rejection of the Bid Proposal.

The answer should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a Contractor under your present name?
  
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
  
3. Has the bidder failed to perform any contract awarded to it by any governing body under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
  
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by any governing body in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
  
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work has not begun. Give the name of the municipality or owner, the amount of the contract, and the number of years the contract covers.

***To be completed, signed and returned with Bid.***

**SOLID WASTE DISPOSAL QUESTIONNAIRE**

Continued

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

6. List the government Waste and Recycling Material Removal Bid and disposal services contract that the bidder has completed within the last five years. Give detailed answers to the questions below relating to this subject.
  - (a) Name of the contracting unit;
  - (b) Approximate population of the contracting unit;
  - (c) Term of contract from \_\_\_\_\_ to \_\_\_\_\_;
  - (d) How were materials collected?
  - (e) Give the location of disposal site or sites and methods used in the disposal of solid waste; and
  - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?

***To be completed, signed and returned with Bid.***

**SOLID WASTE DISPOSAL QUESTIONNAIRE**

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

9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
  
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
  
11. If the equipment to be leased or purchased is not located at the address (s) given in answer 9, identify where the equipment can be inspected.
  
12. List the name and address of three credit or bank references.
  
13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection, and a financial statement for the most recent two-year period (calendar or fiscal).
  
14. Additional remarks if necessary—On the back of the paper or additional paper

**To be completed, signed and returned with Bid.**

**STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY**

**AFFIDAVIT**

**SOLID WASTE DISPOSAL SERVICES BID**

I \_\_\_\_\_, am the  
*(Name of Affiant)*

\_\_\_\_\_ of the  
*(Identify Relationship to Bidder: Owner, Partner, President, or another Corporate Officer)*

\_\_\_\_\_, and being duly sworn, I depose and say:  
*(Name of Bidder)*

- A. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my knowledge.
- B. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Pleasantville Board of Education to award the contract for Waste and Recycling Material Removal Bid (and recycling) services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
- C. I understand that the Pleasantville Board of Education will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.
- D. I also understand and agree that the Pleasantville Board of Education may reject the bid proposal in the event that the answers to any of the foregoing questions are false.
- E. I do hereby authorize the Pleasantville Board of Education, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Pleasantville Board of Education with any information necessary to verify the answers given.

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

**\*Note:** A partnership must give the firm name and signature of all partners. A corporation must give the full corporate name and signature of the official, and the corporate seal affixed.

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

Notary Public of \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

**To be completed, signed and returned with Bid.**

**VEHICLE DEDICATION AFFIDAVIT**

**AFFIDAVIT**

**SOLID WASTE DISPOSAL SERVICES BID**

I \_\_\_\_\_, am the  
*(Name of Affiant)*

\_\_\_\_\_ of the  
*(Identify Relationship to Bidder: Owner, Partner, President, or another Corporate Officer)*

\_\_\_\_\_, and being duly sworn, I depose and say:  
*(Name of Bidder)*

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Pleasantville Board of Education rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit, for use only in the Pleasantville Board of Education, the number of collection vehicles reasonably calculated to ensure safe, adequate, and proper service. I further warrant that in the event that the dedication of vehicles for use only in the Pleasantville Board of Education is not feasible, the Pleasantville will not be responsible for disposal costs for waste generated outside the Pleasantville Board of Education.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Pleasantville Board of Education to damages arising therefrom.

\_\_\_\_\_  
Name of Firm or Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

Notary Public of \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_.



***To be completed, signed and returned with Bid.***

**CERTIFICATE OF PUBLIC CONVENIENCE AND  
NECESSITY/A-901 APPROVAL LETTER**

Name \_\_\_\_\_

Complete Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

\_\_\_\_\_

SW Certificate Number

Date \_\_\_\_\_

ATTACH AN ORIGINAL COPY OF THE CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY  
TOGETHER WITH AN ORIGINAL COPY OF A-901 APPROVAL LETTER

**To be completed, signed and returned with Bid.**

**PLEASANTVILLE BOARD OF EDUCATION  
SOLID WASTE DISPOSAL SERVICES  
BID PROPOSAL FORM  
PAGE 1**

Bid No.PPS# 23-32

Bid Date: June 4, 2024

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

**YEAR 1 BID PRICES**

**a. July 1, 2024, through August 31, 2024 (Summer)**

Three (3) times a week. **THREE (3) TIMES A WEEK** \$ \_\_\_\_\_  
Pleasantville Middle School and Pleasantville High School.

**b. July 1, 2024, through August 31, 2024 (Summer)**

Two (2) times a week. **TWO (2) TIMES A WEEK** \$ \_\_\_\_\_  
Elementary schools.  
(North Main, South Main, Leeds Ave, Washington Ave)

**c. September 1, 2024 through June 30, 2025**

Five (5) times a week. **FIVE (5) TIMES A WEEK** \$ \_\_\_\_\_  
Pleasantville Middle School and Pleasantville High School.

**d. September 1, 2024 through June 30, 2025**

Daily (Monday through Friday) **THREE (3) DAYS A WEEK** \$ \_\_\_\_\_  
Elementary schools.  
(North Main, South Main, Leeds Ave, Washington Ave)

**TOTAL BID PRICE YEAR 1 \$ \_\_\_\_\_**

**PLEASANTVILLE BOARD OF EDUCATION  
PLEASANTVILLE, NEW JERSEY 08232**

**BID PROPOSAL FORM  
PAGE 2**

Bid No. PPS#23-32

Bid Date: June 4, 2024

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

**YEAR 2 BID PRICES**

**a. July 1, 2025, through August 31, 2025 (Summer)**

Three (3) times a week. **THREE (3) TIMES A WEEK** \$ \_\_\_\_\_  
Pleasantville Middle School and Pleasantville High School.

**b. July 1, 2025, through August 31, 2025 (Summer)**

Two (2) times a week. **TWO (2) TIMES A WEEK** \$ \_\_\_\_\_  
Elementary schools.  
(North Main, South Main, Leeds Ave, Washington Ave)

**c. September 1, 2025 through June 30, 2026**

Five (5) times a week. **FIVE (5) TIMES A WEEK** \$ \_\_\_\_\_  
Pleasantville Middle School and Pleasantville High School.

**d. September 1, 2025 through June 30, 2026**

Daily (Monday through Friday) **THREE (3) DAYS A WEEK** \$ \_\_\_\_\_  
Elementary schools.  
(North Main, South Main, Leeds Ave, Washington Ave)

**TOTAL BID PRICE YEAR 1 \$ \_\_\_\_\_**

**To be completed, signed and returned with Bid.**

**PLEASANTVILLE BOARD OF EDUCATION  
PLEASANTVILLE, NEW JERSEY 08232**

**BID PROPOSAL FORM  
PAGE 3**

Bid No. PPS#23-32

Bid Date: June 4, 2024

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

**YEAR 3 BID PRICES**

**a. July 1, 2026, through August 31, 2026 (Summer)**

Three (3) times a week. **THREE (3) TIMES A WEEK** \$ \_\_\_\_\_  
Pleasantville Middle School and Pleasantville High School.

**b. July 1, 2026 through August 31, 2026 (Summer)**

Two (2) times a week. **TWO (2) TIMES A WEEK** \$ \_\_\_\_\_  
Elementary schools.  
(North Main, South Main, Leeds Ave, Washington Ave)

**c. September 1, 2026 through June 30, 2027**

Five (5) times a week. **FIVE (5) TIMES A WEEK** \$ \_\_\_\_\_  
Pleasantville Middle School and Pleasantville High School.

**d. September 1, 2026 through June 30, 2027**

Daily (Monday through Friday) **THREE (3) DAYS A WEEK** \$ \_\_\_\_\_  
Elementary schools.  
(North Main, South Main, Leeds Ave, Washington Ave)

**TOTAL BID PRICE YEAR 1 \$ \_\_\_\_\_**

**To be completed, signed and returned with Bid.**

**PLEASANTVILLE, NEW JERSEY 08232**

**BID PROPOSAL FORM**

**PAGE 4**

Bid No. PPS#23-32

Bid Date: June 4, 2024

**FINAL SUMMARY—BID PRICES—SOLID WASTE DISPOSAL SERVICES**

<b>Contract Term</b>	<b>Total Bid Price</b>
Total Bid Price for Year 1	\$ _____
Total Bid Price for Year 2	\$ _____
Total Bid Price for Year 3	\$ _____
<b>*TOTAL BID PRICE FOR THREE (3) YEARS</b>	<b>\$ _____</b>

\*It is the intention of the Pleasantville Board of Education to award the contract to the lowest responsible bidder based on the lowest total bid pricing for the three (3) year contract.

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

Address \_\_\_\_\_

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

Telephone No. (     ) \_\_\_\_\_ Fax No. (     ) \_\_\_\_\_

FEIN # \_\_\_\_\_ E-Mail \_\_\_\_\_

Person Authorized to Bid \_\_\_\_\_ Title \_\_\_\_\_

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

To All Bidders:

**REMINDER!**

Did you sign all of the bid documents?

All bid documents returned to the Board shall be signed with original signatures. Please try to use **blue ink**.

The Board will not accept facsimiles, rubber stamps, electronic or digital signatures.

Failure to sign all bid documents may be cause for disqualification and rejection of the bid.

**Daile Dixon-White**  
School Business Administrator/Board Secretary